

LEASE AGREEMENT

by and between

ART PROPERTY ASSOCIATES, LLC

("Landlord")

and

INTERNATIONAL COMMUNICATIONS ASSOCIATES, INC. D/B/A ICA LANGUAGE
SERVICES

("Tenant")

March 30, 2015

Property:

1501 WILSON BOULEVARD

ARLINGTON, VIRGINIA

DEED OF LEASE

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Exhibit C-1 – Shell Condition

Exhibit C-2 – Plan Showing Locations and Finish Schedule for Common Area Restrooms on
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DEED OF LEASE

THIS DEED OF LEASE (the "Lease") is made and entered into this 30 day of March, 2015, by and between ART PROPERTY ASSOCIATES, LLC, a Delaware limited liability company ("Landlord") and INTERNATIONAL COMMUNICATIONS ASSOCIATES, INC., a Virginia corporation D/B/A ICA LANGUAGE SERVICES ("Tenant").

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

ARTICLE 1. DEFINITIONS.

Lease Specific

1.01. Building: a twelve (12) story building with a penthouse level which Landlord and Tenant have agreed comprises one hundred seven thousand seven hundred fifty-seven (107,757) square feet of office rentable area and one hundred thirty thousand six hundred seventy-two (130,672) square feet of total rentable area as of the date hereof and located at 1501 Wilson Boulevard, Arlington, Virginia. Except as otherwise expressly provided in this Lease, the term "Building" shall include all portions of said building, including the Premises, the Common Areas and the garage.

1.02. Premises: Landlord and Tenant have agreed that the Premises comprises seventeen thousand seventy-six (17,076) square feet of rentable area including (a) eight thousand four hundred eighty (8,480) square feet of rentable area located on the twelfth (12) floor of the Building, and (b) eight thousand five hundred ninety-six (8,596) square feet of rentable area located on the Penthouse level of the Building, as more particularly designated on Exhibit A. The rentable area in the Building and in the Premises has been determined in accordance with the Building Owners and Managers Association International Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-1996.

1.03. [Intentionally Omitted.]

1.04. Term: Approximately one hundred fifty-nine (159) months, as more particularly defined in Section 2.01.

1.05. Anticipated Lease Commencement Date: January 1, 2016. The actual Lease Commencement Date shall be the date defined as such in Section 2.01.

1.06. Base Rent: Six Hundred Sixty-Five Thousand Nine Hundred Sixty-Four Dollars (\$665,964.00) for the first Lease Year, divided into twelve (12) equal monthly installments of Fifty-Five Thousand Four Hundred Ninety-Seven Dollars (\$55,497.00) for the first Lease Year, and thereafter as increased in accordance with Section 4.01 hereof.

1.07. [Intentionally Omitted.]

1.08. Operating Expenses Base Year: calendar year 2016.

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

1.10. Security Deposit: Two Hundred Twenty-One Thousand Nine Hundred Eighty-Eight Dollars (\$221,988.00), subject to reduction as set forth in Section 35.A. hereof.

1.11. Brokers: CBRE, Inc., as agent of Tenant.

1.12. Tenant Notice Address: 1901 North Moore Street, Arlington, Virginia 22209 until Tenant has commenced beneficial use of the Premises, and at the Premises, after Tenant has commenced beneficial use of the Premises.

1.13. Landlord Notice Address: Art Property Associates, LLC, c/o Monday Properties Services, LLC, 1000 Wilson Boulevard, Suite 700, Arlington, Virginia 22209, Attention: Mr. Timothy Helmig, with copies to: Monday Properties Services, LLC, 230 Park Avenue, Suite 500, New York, New York 10169, Attention: Mr. Anthony Westreich, and Greenstein DeLorme & Luchs, P.C., 1620 L Street, N.W., Suite 900, Washington, D.C. 20036, Attention: Jared S. Greenstein, Esq.

1.14. Landlord Payment Address: Tenant shall send all payments due under this Lease to the address(es) set forth on Exhibit E attached hereto and made a part hereof.

1.15. Building Hours: 7:00 a.m. to 7:00 p.m. on Monday through Friday (excluding Holidays) and, upon request given in accordance with Article 12 hereof, 9:00 a.m. to 1:00 p.m. on Saturday (excluding Holidays), and such other hours, if any, as Landlord from time to time determines.

1.16. [Intentionally Omitted.]

1.17. Parking Permits: thirty-four (34).

General

1.18. *Alterations:* Any improvements, alterations, fixed decorations or modifications, structural or otherwise, to the Premises, the Building or the Land (including Tenant's Work and Additional Tenant Work performed pursuant to this Lease, if applicable), including the installation or modification of carpeting, partitions, counters, doors, air conditioning ducts, plumbing, piping, lighting fixtures, wiring, hardware, locks, ceilings and window and wall coverings.

1.19. *Common Areas:* Those areas of the Building and/or Land, as the case may be, made available by Landlord for use by Tenant in common with Landlord, other tenants of the Building and the employees, agents and invitees of Landlord and of such other tenants, but excluding electrical closets, risers and equipment rooms.

1.20. *Default Rate:* That rate of interest which is five (5) percentage points above the annual rate of interest which is publicly announced by Bank of America or its successor entity, if

applicable ("Bank of America"), from time to time as its "prime" rate of interest, irrespective of whether such rate is the lowest rate of interest charged by Bank of America to commercial borrowers. In the event that Bank of America ceases to announce such a prime rate of interest, Landlord, in Landlord's reasonable discretion, shall designate the prime rate of interest by another bank located in the Washington, D.C. metropolitan area of similar size to Bank of America, which shall be the prime rate of interest used to calculate the default rate.

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

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

1.23. *Land:* The land underlying the Building, and all associated easements.

1.24. *Tenant's Work:* All work to be performed by Tenant, under the Work Agreement, including Additional Tenant Work (as defined in Exhibit C).

1.25. *Lease Commencement Date:* The date this Lease commences, as determined pursuant to Section 2.01.

1.26. *Lease Year:* That period of twelve (12) consecutive calendar months that commences on the Lease Commencement Date, and each consecutive twelve (12) month period thereafter, except that the final Lease Year shall be fewer than twelve (12) months and shall end on the Lease Expiration Date; provided, however, that if the Lease Commencement Date is not the first day of a month, then the first Lease Year shall also include the partial month commencing on the day following the expiration of such first 12-month period and ending on the last day of the month during which such first 12-month period expired and the second Lease Year shall commence on the day following the date of expiration of the first Lease Year. The earliest such twelve (12) month period shall be referred to as the "first Lease Year," and each of the following Lease Years shall similarly be numbered for identification purposes.

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

1.28. *Operating Expenses:* All costs and expenses incurred by Landlord during the applicable calendar year in managing, operating and maintaining the Building and the Land, as determined by Landlord in accordance with generally accepted accounting principles ("GAAP") to the extent that GAAP is applicable, and if GAAP is not applicable to any expense item, then in accordance with an accounting system established and regularly applied by Landlord. Such costs and expenses shall include the cost of water, gas, sanitary sewer, storm sewer, electricity and

other utilities, trash removal, telephone services, insurance, janitorial and char services and supplies, security services, labor costs (including social security taxes and contributions and fringe benefits), charges under maintenance and service contracts (including chillers, boilers, elevators, window and security services), heating and air conditioning, management fees, business taxes, license fees, unreimbursed public space and vault rentals and charges, costs, charges and other assessments made by or for any entity operating a business improvement district in which the Building is located, condominium fees, assessments, dues, expenses, and other charges which are paid by Landlord as a result of the Building, the Land or part or all of both being part of a condominium, and the cost of any equipment or services provided by Landlord in connection with the servicing, operation, maintenance, repair and protection of the Building and the Land and related exterior appurtenances (whether or not provided on the Lease Commencement Date). Operating Expenses shall include the cost of capital improvements ("Permitted Capital Expenditures") made by Landlord to manage, operate or maintain the Building, together with a financing charge in the amount of twelve percent (12%) per annum, provided that such costs shall be amortized over the useful life of the improvements (as determined pursuant to generally accepted accounting principles as applied to the real estate industry) and only the portion attributable to the applicable calendar year shall be included in Operating Expenses for such calendar year, except that no expense attributable to any capital improvement which is completed at any time prior to the expiration of the Base Year shall be included in Operating Expenses for any calendar year (including the Base Year); further provided, that Permitted Capital Expenditures shall be limited to (a) improvements or building elements added to the Building which in Landlord's reasonable judgment will increase the efficiency of the Building (i.e., are reasonably anticipated by Landlord to reduce Operating Expenses as they relate to the item which is the subject of the capital expenditure or to reduce the rate of increase in the Operating Expense which relates to the item which is the subject of the capital expenditure from what it otherwise may have been reasonably anticipated to be in the absence of such capital expenditure), and (b) improvements or replacements which are required to comply with the requirements of any laws, regulations, or insurance or utility company requirements unless the violation existed on the Lease Commencement Date, except with respect to conditions existing in violation thereof on the Lease Commencement Date. Operating Expenses shall not include: (i) Real Estate Tax Expenses; (ii) payments of principal and interest on any Mortgages; (iii) leasing commissions; (iv) costs of preparing, improving or altering any space in preparation for occupancy of any new or renewal tenant; (v) capital expenditures, except as specified above as Permitted Capital Expenditures; (vi) the costs of special services and utilities separately paid by particular tenants of the Building; (vii) costs which are reimbursed to Landlord by insurers or by governmental authorities in eminent domain proceedings; (viii) advertising for vacant space in the Building; (ix) costs of any equipment, services or utilities which are provided solely to one or more retail tenants of the Building; (x) depreciation and amortization on the Building except as expressly permitted elsewhere in this Lease; (xi) all amounts which would otherwise be included in Operating Expenses which are paid to any affiliate or subsidiary of Landlord, to the extent the costs of such services exceed the competitive rates paid in the Washington, DC metropolitan area for similar services of comparable quality rendered by persons or entities not affiliated with Landlord; (xii) interest or amortization on funds borrowed by Landlord, whether secured or unsecured, except as hereinabove provided with respect to Permitted Capital Expenditures; (xiii) rentals and other related expenses incurred in leasing air conditioning systems, elevators, or other equipment ordinarily considered to be of a

base building system, except to the extent such costs are a Permitted Capital Expenditures as set forth above or to the extent such equipment is leased for a temporary purpose, as a result of an emergency; (xiv) items and services for which tenants are required to reimburse Landlord or pay third parties or that Landlord provides selectively to one or more tenants of the Building other than Tenant, all to the extent reimbursed to Landlord; (xv) any costs, fines, or penalties incurred because Landlord violated any Laws; (xvi) capital costs incurred to remove any Hazardous Material (defined below) from the Building to the extent said Hazardous Material was not introduced by Tenant and that Landlord is not otherwise reimbursed by a third party; (xvii) real estate taxes assessed during the Term but relating to a period prior to the Lease Commencement Date or after the Lease Expiration Date; (xviii) the amount of any refundable deposits; (xix) federal, state or local income, revenue or excise taxes imposed on Landlord or any inheritance, estate, succession, transfer, gift, capital stock, franchise, or excess profit taxes (unless imposed in lieu of Real Estate Taxes); (xx) legal expenses incurred in the preparation of leases, subleases or lease assignments or enforcing the terms of any lease, sublease or lease assignment; (xxi) management fees in excess of five percent (5%) of gross annual rentals; (xxii) the cost of maintaining a leasing or marketing office (but not a management office) for the Building; (xxiii) Landlord's limited liability company overhead not related to management of the Building; (xxiv) original construction costs of the Building; (xxv) reserves for repairs, maintenance and replacements, except to the extent actually used for the payment of any Operating Expenses in the year paid; (xxvi) amounts paid to any members, partners, shareholders, officers or directors of Landlord, for salary or other compensation; (xxvii) interest or penalties arising by reason of Landlord's failure to timely pay any Operating Expenses, provided that Tenant was then current in the payment of all Rent which was required to have been paid under this Lease at the time of such failure; (xxviii) costs and expenses incurred in connection with any transfer of an interest in the Building or the Land; (xxix) acquisition of "fine art"; (xxx) mortgage refinancing costs, including attorneys' fees, title insurance premiums, and recording costs; and (xxxi) costs incurred for operation (but not maintenance, repair or replacement) of any parking area within the Building, or compensation paid to clerks, attendants, sales persons or others in connection with commercial concessions (including the Garage) operated within the Building. In the event that, during any calendar year or portion thereof during the Term, Landlord shall furnish any utility or service which is included in the definition of Operating Expenses to less than one hundred percent (100%) of the rentable area of the Building because (i) less than all of the rentable area of the Building is occupied, (ii) any such utility or service is not desired or required by any tenant, or (iii) any tenant is itself obtaining or providing any such utility or service, then the Operating Expenses for such calendar year shall be increased to equal the total expenses that Landlord reasonably estimates it would have incurred if Landlord had provided all such utilities and services to one hundred percent (100%) of the rentable area of the Building for the entire calendar year. For example, if the average occupancy rate of the Building during a calendar year is eighty percent (80%), the janitorial contractor's charges are \$1.00 per occupied rentable square foot per year, and the Building contains one hundred thousand (100,000) rentable square feet of space, then it would be reasonable for Landlord to estimate that, if the Building had been one hundred percent (100%) occupied during the entire calendar year, janitorial charges for such calendar year would have been One Hundred Thousand Dollars (\$100,000) and to compute the Operating Expenses for such calendar year accordingly. In no event shall the provisions of this paragraph be used to enable Landlord to collect from the tenants of the Building more than one

hundred percent (100%) of the costs and expenses incurred by Landlord in managing, operating and maintaining the Building and the Land.

1.29. *Premises' Standard Electrical Capacity:* Building standard electrical capacity sufficient to support Tenant's balanced consumption of six (6) watts per square feet of rentable area comprising the Premises, inclusive of Building standard lighting and HVAC.

1.30. *Real Estate Tax Expenses:* All (1) real estate taxes, arena taxes, solid waste taxes and related charges, front foot benefit charges, special user fees, rates, and assessments (including general and special assessments, if any), ordinary and extraordinary, foreseen and unforeseen, which are imposed upon Landlord or assessed against the Building or the Land or Landlord's personal property used in connection therewith; (2) other present or future taxes or governmental charges that are imposed upon Landlord or assessed against the Building or the Land which are in the nature of or in substitution for real estate taxes, including any tax levied on or measured by the rents payable by tenants of the Building, all taxes and assessments for public improvements or any other purpose and any gross receipts or receipts or similar taxes; and (3) expenses (including attorneys' and consultants' fees and court costs) incurred in reviewing, protesting or seeking a reduction of real estate taxes, whether or not such protest or reduction is ultimately successful. Notwithstanding the foregoing, Real Estate Tax Expenses shall not include federal or state income taxes levied or assessed on Landlord, any inheritance, estate, gift, franchise, corporation, income, excise, capital stock, succession, transfer, recordation, or net or excess profits tax which may be assessed against Landlord or any fines or penalties incurred as a result of the late payment of Real Estate Tax Expenses, so long as Tenant is then current in the payment of all Rent which is due and payable under this Lease. In the event that any tax which is a component of Real Estate Tax Expenses is subsequently discontinued or abated, in whole or in part, then, in addition to such tax not being included in Real Estate Tax Expenses for the year during which such discontinuance, abatement or both occurs, such tax shall be deducted from Real Estate Tax Expenses for the Real Estate Tax Expenses Base Year from that point forward.

1.31. *Rent:* All Base Rent and Additional Rent.

(1) **Base Rent:** The amount payable by Tenant pursuant to Section 4.01.

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

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

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

1.34. Work Agreement: Exhibit C.

ARTICLE 2. TERM.

2.01. Term of Lease: The term of this Lease (the "Term") shall commence on the Lease Commencement Date and shall terminate at Midnight on the last day of the one hundred fifty-ninth (159th) full calendar month following the Lease Commencement Date (i.e., the last day of the fourteenth (14th) Lease Year), or such earlier date on which this Lease is terminated pursuant to the provisions (the "Lease Expiration Date"). The "Lease Commencement Date" shall be January 1, 2016. It is presently anticipated that the Premises will be delivered to Tenant on or about the Anticipated Lease Commencement Date; provided, however, that if Landlord does not deliver possession of the Premises by such date, Landlord shall not have any liability whatsoever, and this Lease shall not be rendered void or voidable, as a result thereof. Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord for the Term.

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

2.03. Effective Date: The rights and obligations set forth in this Lease shall become effective on the date of execution of this Lease by both parties.

ARTICLE 3. WORK AGREEMENT.

Landlord shall deliver the Premises to Tenant in the "Shell Condition" in accordance with the specifications attached hereto as Exhibit C-1 and made a part hereof. Tenant agrees to improve the Premises in accordance with the Work Agreement, and Landlord shall have no obligation to make any improvements or alterations to the Premises. Notwithstanding the foregoing, Landlord, at Landlord's sole cost and expense, shall perform the following work (collectively, "Landlord's Work"), it being understood and agreed that any or all of such Landlord's Work shall be performed by Landlord on or before the later to occur of (a) the two hundred tenth (210th) day following the date of full execution and delivery of this Lease by Landlord and Tenant, or (b) December 31, 2015: (i) renovate the multi-tenant Common Area lobby and corridor on the twelfth (12th) floor of the Building, and (ii) renovate the existing Common Area restrooms on the twelfth (12th) floor and the penthouse level of the Building, which Common Area restrooms are shown on Exhibit C-2 attached hereto and made a part hereof. Landlord's Work shall be performed in Landlord's Building standard manner using Building standard materials and finishes, and Landlord shall have the right to determine all costs, materials and finishes related thereto; provided, however, that Landlord's Building standard materials and finishes with respect to the Common Area restrooms shall be as set forth on Exhibit C-2 attached hereto.

ARTICLE 4.
RENT.

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

4.01. Base Rent: Base Rent shall equal the following amounts:

<u>Lease Year</u>	Rate of Base Rent Per Square Foot <u>Per Annum</u>	Rater of Base Rent <u>Per Annum</u>	Rate of Monthly Base Rent
1	\$39.00	\$665,964.00	\$55,497.00
2	\$39.00	\$665,964.00	\$55,497.00
3	\$40.07	\$684,235.32	\$57,019.61
4	\$41.17	\$703,018.92	\$58,584.91
5	\$42.30	\$722,314.80	\$60,192.90
6	\$43.46	\$742,122.96	\$61,843.58
7	\$44.66	\$762,614.16	\$63,551.18
8	\$45.89	\$783,617.64	\$65,301.47
9	\$47.15	\$805,133.40	\$67,094.45
10	\$48.45	\$827,332.20	\$68,944.35
11	\$49.78	\$850,043.28	\$70,836.94
12	\$51.15	\$873,437.40	\$72,786.45
13	\$52.56	\$897,514.56	\$74,792.88
14*	\$54.01	\$922,274.76	\$76,856.23

*Not a full 12 months

Tenant shall pay Base Rent to Landlord in equal monthly installments ("Monthly Base Rent") in advance on the first day of each calendar month during the Term, without notice, except that the first monthly installment of Base Rent shall be paid upon execution of this Lease. If the Lease Commencement Date occurs on a date other than the first day of a calendar month, Tenant shall receive a credit equal to the Monthly Base Rent multiplied by the number of days in said calendar month prior to the Lease Commencement Date and divided by the number of days in such month, which credit shall be applied toward the installment of Monthly Base Rent next due hereunder. Notwithstanding the foregoing, Landlord shall grant to Tenant a "rent holiday" from the payment of (a) the installments of Monthly Base Rent for (i) the first twelve (12) months following the Lease Commencement Date, (ii) the thirty-seventh (37th) month following the Lease Commencement Date, (iii) the forty-ninth (49th) month following the Lease Commencement Date, and (iv) the sixty-first (61st) month following the Lease Commencement Date (collectively, the "Free Rent Period"), and (b) a portion of the installments of Monthly Base Rent in the amount of One Hundred Three Thousand Three Hundred Eleven and 25/100 Dollars (\$103,311.25) (the "Reduced Rent Allowance"), which Reduced Rent Allowance shall be applied as follows: the Monthly Base Rent for (x) the thirteenth (13th) month following the Lease Commencement Date through and including the twenty-fourth (24th) month following the Lease Commencement Date shall be reduced by an amount equal to Five Thousand Six Hundred

Eighty-Seven and 50/100 Dollars (\$5,687.50) per month, and (y) the twenty-fifth (25th) month following the Lease Commencement Date through and including the thirtieth (30th) month following the Lease Commencement Date shall be reduced by an amount equal to Five Thousand Eight Hundred Forty-Three and 54/100 Dollars (\$5,843.54) per month (each such month being collectively, the "Reduced Rent Period"). During such Free Rent Period, the Monthly Base Rent shall be abated (such rental abatement being hereinafter referred to as the "Free Rent Allowance") and during such Reduced Rent Period, a portion of the Monthly Base Rent shall be abated (such rental abatement being hereinafter referred to as the "Reduced Rent Allowance") (the Free Rent Period and the Reduced Rent Period are hereinafter collectively referred to as the "Rent Abatement Period" and the Free Rent Allowance and the Reduced Rent Allowance are hereinafter collectively referred to as the "Rent Allowance"); provided, however, that (i) the Rent Abatement Period and the granting of the Rent Allowance as provided hereunder shall not affect the Lease Commencement Date pursuant to Section 2.01. hereof, (ii) Tenant shall remain obligated during the Rent Abatement Period to perform all of Tenant's obligations under this Lease except as expressly aforesaid (including, but not limited to, the payment of all Additional Rent coming due under this Lease), and (iii) in the event of any termination of this Lease by Landlord based upon a Default hereunder by Tenant, the entire amount of Base Rent which would have otherwise been due and payable hereunder during the Rent Abatement Period in the absence of the Rent Allowance shall immediately become due and payable and any remaining Rent Allowance hereunder shall be of no force or effect.

4.02. Payment: All Base Rent and Additional Rent due and payable to Landlord under this Lease shall be paid to Landlord at the Landlord Payment Address. Payments of Rent (other than in cash), if initially dishonored, shall not be considered rendered until ultimately honored as cash by Landlord's depository. Except as expressly set forth otherwise in this Lease, Tenant will pay all Rent to Landlord without demand, deduction, set-off or counter-claim. If any sum payable by Tenant under this Lease is paid by check which is returned due to insufficient funds, stop payment order, or otherwise, then: (a) such event shall be treated as a failure to pay such sum when due; and (b) in addition to all other rights and remedies of Landlord hereunder, Landlord shall be entitled (i) to impose, as Additional Rent, a returned check charge of Fifty Dollars (\$50.00) to cover Landlord's administrative expenses and overhead for processing, and (ii) in the event that more than two (2) checks during the Term have been returned, to require that all future payments be remitted by wire transfer, money order, or cashier's or certified check.

4.03. Late Fee: If Tenant shall fail to pay in full any payment of Base Rent or Additional Rent when due under this Lease (without taking into account any cure period that may be applicable thereto) then (i) Tenant shall pay to Landlord as Additional Rent, upon Landlord's demand therefor, a late charge equal to the greater of (A) \$250 or (B) five (5%) percent of the amount of the payment that is not paid when so due, and (ii) for so long as such amount remains outstanding on the first day of each calendar month thereafter, Tenant shall pay a monthly late charge equal to the greater of (A) \$250 or (B) five (5%) of said outstanding amount for each such month not paid, until the outstanding Rent has been fully paid; provided, however, that on not more than one (1) occasion during any calendar year, such late fee shall not be assessed on a payment of Rent which is not made on the due date therefor if such payment of Rent is made on or before the fourth (4th) day following such due date, and thereafter the aforesaid late fee shall be applied to each subsequent required payment which is not received by the date on which such payment is due, rather than deferring such late fee until after the fourth

(4th) day following the date when such payment is due. Nothing herein contained shall be intended to violate any applicable Law and in all instances all such late charges shall be automatically reduced to any maximum applicable legal charge or rate allowable. The provisions of this Section 4.03 are in addition to all other rights and remedies available to Landlord for nonpayment of Base Rent or Additional Rent.

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

ARTICLE 5. ADDITIONAL RENT.

5.01. Sales, Use or Other Taxes or Traffic Mitigation Charges: If during the Term any governmental authority having jurisdiction over the Building or the Land levies, assesses or imposes any traffic mitigation charge or any tax on Landlord, the Premises, the Building or the Land or the rents payable hereunder, in the nature of a sales tax, use tax or any tax except (i) taxes on Landlord's income, (ii) estate or inheritance taxes, or (iii) Real Estate Tax Expenses, then Tenant shall pay its proportionate share of any such tax or traffic mitigation charge to Landlord within thirty (30) days after receipt by Tenant of notice of the amount of such tax or traffic mitigation charge.

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

(1) *Definitions:* As used herein, "Increased Operating Expenses" shall equal the amount by which Operating Expenses incurred during the applicable calendar year during the Term exceed the Operating Expenses incurred during the Operating Expenses Base Year, and "Tenant's Share of Increased Operating Expenses" shall be that percentage of Increased Operating Expenses which is the equivalent of the number of square feet of rentable area in the Premises divided by the number of square feet of rentable area of office space in the Building. As used herein, "Increased Real Estate Tax Expenses" shall equal the amount by which Real Estate Tax Expenses incurred during the applicable calendar year during the Term exceed the Real Estate Tax Expenses incurred during the Real Estate Tax Expenses Base Year, and "Tenant's Share of Increased Real Estate Tax Expenses" shall be that percentage of Increased Real Estate Tax Expenses which is equivalent to the number of square feet of rentable area in the Premises divided by the number of square feet of rentable area (both office and retail) in the Building. However, in no event shall any of the aforesaid sums be less than zero.

(2) *Payment of Tenant's Share:* Commencing on the first (1st) anniversary of the Lease Commencement Date, in addition to all other Rent set forth herein, for each calendar year during

the Term, Tenant shall pay to Landlord as Additional Rent an amount equal to Tenant's Share of Increased Operating Expenses and an amount equal to Tenant's Share of Increased Real Estate Tax Expenses; provided, however, that for the calendar years during which the Term begins and ends, Tenant's Share of Increased Operating Expenses and Tenant's Share of Increased Real Estate Tax Expenses shall be prorated based upon the greater of: (i) the number of days during such calendar year that this Lease is in effect, or (ii) the number of days that Tenant actually occupies the Premises or any portion thereof.

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

5.04. *Retroactive Adjustments:* After the end of the calendar year which includes the first (1st) anniversary of the Lease Commencement Date, and after the end of each calendar year thereafter during the Term, Landlord shall determine the actual Increased Operating Expenses and Increased Real Estate Tax Expenses for such calendar year, Landlord shall calculate the foregoing sums and Landlord shall provide to Tenant a statement of Tenant's Share of Increased Operating Expenses and Tenant's Share of Increased Real Estate Tax Expenses for the calendar year. Within thirty (30) days after delivery of any such statement, Tenant shall pay to Landlord (i) any deficiency between the amount shown as Tenant's Share of Increased Operating Expenses for the calendar year and the estimated payments thereof made by Tenant and (ii) any deficiency between the amount shown as Tenant's Share of Increased Real Estate Tax Expenses for the calendar year and the estimated payments thereof made by Tenant. Tenant shall be credited with any excess estimated payments toward subsequent Rent payments by Tenant.

5.05. *Change In or Contest of Taxes:* In the event of any change by any taxing body in the period or manner in which any of the Real Estate Tax Expenses are levied, assessed or imposed, Landlord shall have the right, in its sole discretion, to make equitable adjustments with respect to computing increases in Real Estate Tax Expenses. In the event that Landlord makes any such adjustment, the Real Estate Tax Expenses Base Year shall be similarly adjusted with respect to the calendar year for which such adjustment is made and all succeeding calendar years. Real Estate Tax Expenses which are being contested by Landlord shall be included in computing Tenant's Share of Increased Real Estate Tax Expenses under this Article 5, but if Tenant shall have paid Rent on account of contested Real Estate Tax Expenses and Landlord thereafter

receives a refund of such taxes, Tenant shall receive a credit toward subsequent Rent payments in an amount equal to Tenant's proportionate share of such refund.

5.06. Arbitration: Any statement provided to Tenant by Landlord pursuant to this Article 5 shall be conclusive and binding upon Tenant unless, within seven (7) months after receipt thereof, Tenant notifies Landlord of the respects in which the statement is claimed to be incorrect. Any such dispute shall be determined by arbitration in the jurisdiction in which the Premises are located, in accordance with the then current commercial rules of the American Arbitration Association. The costs of the arbitration shall be divided equally between Landlord and Tenant, except that each party shall bear the cost of its own legal fees, unless (i) the arbitration results in a determination that Landlord's statement contained a discrepancy in Landlord's favor of less than five percent (5%), in which event Tenant shall bear all costs incurred in connection with such arbitration, including, without limitation, reasonable legal fees, or (ii) the arbitration results in a determination that Landlord's statement contained a discrepancy of five percent (5%) or more in Landlord's favor, in which event Landlord shall bear all costs incurred in connection with such arbitration, including, without limitation, reasonable legal fees. Pending determination of any dispute, Tenant shall pay all amounts due pursuant to the disputed statement, but such payments shall be without prejudice to Tenant's position. Upon at least fifteen (15) days' notice to Landlord, Tenant shall have reasonable access during normal business hours and at Tenant's expense, to appropriate books and records of Landlord relating to the amount of expenses covered by the disputed statement, for the purpose of verifying the statement. Any such review shall be made only by Tenant's employees and/or by an auditor hired by Tenant who is a Certified Public Accountant and who is employed on other than a contingent fee basis, and any such review shall be made only after such employees and/or auditor have executed a confidentiality agreement on Landlord's standard form requiring that such person, the business entity for which he or she works and any affiliates thereof maintain the confidentiality of all information provided by Landlord pursuant to this Section 5.06.

ARTICLE 6. USE.

6.01. Permitted Use: Tenant shall use and occupy the Premises solely for general, administrative, and executive offices, as a language training facility (including, as classroom or training space) (the "Primary Use") and such other uses that are ancillary to the Primary Use (but excluding medical, governmental, public assembly or other school uses; the provision of temporary services; counseling; gambling-related functions; and any use by an occupant having or claiming sovereign immunity) and for no other purpose.

6.02. Legal and Other Restrictions of Tenant's Use: Tenant shall not use or occupy the Premises for any unlawful purpose, or in any manner that will violate the certificate of occupancy for the Premises or the Building or that will constitute waste, nuisance or unreasonable annoyance to Landlord or any other tenant or user of the Building, or in any manner that will increase the number of parking spaces required for the Building or its full occupancy as required by law. Tenant shall comply with all present and future laws (including the Americans with Disabilities Act (the "ADA") and the regulations promulgated thereunder, as the same may be amended from time to time), ordinances (including zoning ordinances and land use requirements), regulations, orders and recommendations (including those made by any public

or private agency having authority over insurance rates) of the jurisdiction in which the Building is located and of the federal, municipal and local governments, departments, commissions, agencies and boards having jurisdiction over the Building (collectively, "Laws") concerning the use, occupancy and condition of the Premises and all machinery, equipment, furnishings, fixtures and improvements therein, all of which shall be complied with in a timely manner at Tenant's sole expense. If any such Law requires an occupancy or use permit or license for the Premises or the operation of the business conducted therein (including a certificate of occupancy or nonresidential use permit), then Tenant shall obtain and keep current such permit or license at Tenant's expense and shall promptly deliver a copy thereof to Landlord. Use of the Premises is subject to all covenants, conditions and restrictions of record. Tenant shall not use any space in the Building for the sale of goods to the public at large or for the sale at auction of goods or property of any kind. Except as otherwise permitted by Landlord in writing, which Landlord shall have no obligation to do, Tenant shall not conduct any operations, sales, promotions, advertising or special events in, on or about the Building outside of the Premises.

6.03. *Landlord's Compliance:* Landlord shall use commercially reasonable efforts to keep the Common Areas of the Building and the Land in compliance with the ADA, and shall promptly make such repairs thereto as are necessary in order to comply with the ADA after obtaining notice from a governmental entity of the need for such repairs, the costs of which shall be includable in Operating Expenses to the extent permitted by Section 1.BB. hereof; provided, however, that Tenant shall be responsible, at its sole cost and expense, for (i) any costs incurred by Landlord to comply with the ADA which are the result of Tenant's particular use or occupancy of the Premises, and (ii) compliance of the Premises (including, but not limited to, any portions of the Premises on full floors being leased by Tenant which would otherwise typically constitute Common Areas except for the penthouse level Common Area restrooms shown on Exhibit C-2 attached hereto, which shall be Landlord's responsibility) with the ADA with respect to any Alterations to the Premises (including, but not limited to, Tenant's Work), special needs of any of Tenant's personnel and new or changed interpretations of, or amendments of, the ADA with respect to the Premises, as each of same existed on the Lease Commencement Date

ARTICLE 7. CARE OF PREMISES.

Tenant shall at its expense keep the Premises (including all improvements, fixtures and other property located therein) in a neat and clean condition and in good order and repair, and will suffer no waste or injury thereto. Tenant shall maintain all fixtures, furnishings and equipment located in, or exclusively serving, the Premises in clean, safe and sanitary condition, shall take good care thereof and make all required repairs and replacements thereto. Tenant shall give Landlord prompt notice of any defects or damage to the structure of, or equipment or fixtures in, the Building or any part thereof. Tenant shall surrender the Premises at the end of the Term in as good order and in the same condition as they were in on the Lease Commencement Date, ordinary wear and tear excepted. Notwithstanding the foregoing, Landlord shall maintain and keep in good order and repair the Common Area restrooms on the penthouse level of the Building in Landlord's Building standard manner.

ARTICLE 8. ALTERATIONS BY TENANT.

8.01. *Making of Alterations; Landlord's Consent:* Tenant shall not make or permit to be made any Alterations without the consent of Landlord both as to whether the Alterations may be made and as to how and when they will be made. Notwithstanding the foregoing, Landlord shall not unreasonably withhold, condition or delay its consent to any non-structural Alteration which Tenant may desire to make to the Premises; provided, however, that Landlord shall retain sole and absolute discretion to withhold its consent to any Alteration, whether structural or non-structural, which may, in the sole and absolute judgment of Landlord (1) exceed the capacity of, hinder the effectiveness of, or interfere with, the electrical, mechanical, heating, ventilating, air conditioning, or plumbing systems of the Premises or the Building or which will be connected to any of such systems (other than changes to light fixtures and electrical switches and sockets), or (2) be visible from outside the Premises. Notwithstanding the foregoing, Tenant shall have the right, after providing at least ten (10) days' notice to Landlord, but without the necessity of obtaining Landlord's consent, to recarpet, repaint, or to make purely "cosmetic" or "decorative" nonstructural Alterations in and to the Premises that (I) do not fall within clauses (1) or (2) above, (II) do not require the issuance of a building permit, and (III) do not cost, when aggregated with all other Alterations made during the previous twelve (12) months, more than One Hundred Thousand Dollars (\$100,000.00).

Any Alterations shall be made at Tenant's expense, by its contractors and subcontractors, in a good, workmanlike and first-class manner, and in accordance with complete plans and specifications approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed with respect to items which would not affect any of the Building's operating systems or any of the structural components of the Building, and only after Tenant: (i) has obtained all necessary permits from governmental authorities having jurisdiction and has furnished copies thereof to Landlord, (ii) has submitted to Landlord an architect's certificate that the Alterations will conform to all applicable Laws, and (iii) has complied with all other requirements reasonably imposed by Landlord, including any requirements due to the underwriting guidelines of Landlord's insurance carriers. Landlord's consent to any Alterations and approval of any plans and specifications constitutes approval of no more than the concept of these Alterations and not a representation or warranty with respect to the quality or functioning of such Alterations, plans and specifications. Tenant shall be and is solely responsible for the Alterations and for the proper integration thereof with the Building, the Building's systems and existing conditions. Landlord shall have the right, but not the obligation, to supervise the making of any Alterations. All Alterations involving structural, electrical, mechanical or plumbing work, the heating, ventilation and air conditioning system of the Premises or the Building, and the roof of the Building, shall, at Landlord's election, be performed by Landlord's designated contractor or subcontractor at Tenant's expense without additional mark-up above the cost charged to Landlord for such work. If Landlord performs Alterations, Landlord's property manager shall be paid Additional Rent in an amount equal to five percent (5%) of the hard cost of such Alterations, and if Landlord does not perform such work, Landlord's property manager shall be paid as Additional Rent an amount equal to one percent (1%) of the cost of such work. Whether or not Landlord performs such work, Tenant shall reimburse Landlord for all out-of-pocket third party architectural and engineering consulting and review fees reasonably incurred by Landlord in connection with such work. If any Alterations which require Landlord's approval are made

without the consent of Landlord, or if any Alterations do not conform to plans and specifications approved by Landlord or to other conditions imposed by Landlord pursuant to this Article 8, Landlord may, in its sole discretion, correct or remove such Alterations at Tenant's expense. Within thirty (30) days following completion of any Alterations, except with respect to cosmetic or decorative nonstructural Alterations which do not require Landlord's approval, Tenant shall deliver to Landlord a complete set of "as built" plans showing the Alterations, in hard copy and an electronic version thereof which is acceptable to Landlord (the "As-Built Plans"), or shall reimburse Landlord for any actual expense incurred by Landlord in causing the Building plans to be modified to reflect the Alterations.

8.02. Contractor Requirements: Prior to commencing Alterations, Tenant shall provide to Landlord the name and address of each contractor and subcontractor which Tenant intends to employ to perform Alterations, the use of which subcontractors and contractors shall be subject to Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed if (1) the contractor or subcontractor is properly licensed, and (2) neither Landlord nor any affiliate of Landlord has had any prior experience with such contractor or subcontractor which was unsatisfactory to Landlord or to such affiliate. Prior to the commencement of any of Alterations, Tenant shall deliver to Landlord, with respect to each contractor and subcontractor which Tenant intends to employ to perform any of Alterations, a certificate of insurance from each such contractor or subcontractor specifying Landlord as a named insured and evidencing that each such contractor or subcontractor has obtained the following insurance coverages:

(1) commercial comprehensive general liability insurance, on a standard ISO form or its equivalent, which shall include independent contractor's liability coverage, contractual liability coverage, products and completed operations coverage, and a "per project" endorsement, to afford protection, with limits for each occurrence, of not less than Five Million Dollars (\$5,000,000) combined single limit with respect to bodily injury and property damage;

(2) comprehensive automobile liability insurance for owned, non-owned, and hired vehicles with limits for each occurrence of not less than One Million Dollars (\$1,000,000) with respect to bodily injury or death and One Million Dollars (\$1,000,000) with respect to property damage; and

(3) worker's compensation and employer's liability insurance in form and amounts required by law and satisfactory to Landlord.

Said contractors and subcontractors shall also comply with other reasonable industry requirements of Landlord.

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

8.03. No Liens: Tenant shall take all necessary steps to ensure that no mechanic's or materialmen's liens are filed against the Premises, the Building or the Land as a result of any Alterations made by the Tenant. If any mechanic's lien is filed, Tenant shall discharge the lien within ten (10) days thereafter, at Tenant's expense, by paying off or bonding the lien. If

Landlord gives its consent to the making of any Alteration, such consent shall not be deemed to be an agreement or consent by Landlord to subject its interest in the Premises or the Building to any liens which may be filed in connection therewith, nor shall Landlord's receipt of any fee in connection with any Alterations or Landlord's payment of any allowance to Tenant with respect to any work performed in or with respect to the Premises by or on behalf of Tenant be deemed to constitute a basis for Landlord's interest in the Premises or the Building to be subjected to any lien.

ARTICLE 9. EQUIPMENT.

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

9.02. Payment For Excess Utility Usage: If Tenant's equipment shall result in electrical demand in excess of the Premises' Standard Electrical Capacity, Landlord shall have the right, in its sole discretion, to install additional transformers, distribution panels, wiring and other applicable equipment at the expense of Tenant. None of the equipment so installed shall be deemed to be Tenant's Personal Property. If at any time during the Term, Tenant's connected electrical load from its use of equipment and fixtures (including incandescent lighting and power), as estimated by Landlord, exceeds the Premises' Standard Electrical Capacity, then Landlord may, at its option: (i) install separate electrical meter(s) for the Premises, or (ii) cause a survey to be made by an independent electrical engineer or consulting firm to determine the amount of electricity consumed by Tenant beyond the Premises' Standard Electrical Capacity. If deemed to be in excess of the Premises' Standard Electrical Capacity, Tenant shall reimburse Landlord for the cost of the installation of said meter(s) or completion of said meter(s) or survey, and shall pay as Additional Rent the cost of any electricity in excess of an average of the Premises Standard Electrical Capacity, at the rate charged by the utility company providing such electricity, assuming continuous business hours, within thirty (30) days after receipt of any bill therefor from Landlord. Tenant shall reimburse Landlord for the cost of any excess water, sewer and chiller usage in the Premises. Excess usage shall mean the excess of the estimated usage in the Premises (per square foot of rentable area) during any billing period over the average usage

(per square foot of rentable area) during the same period for the entire Building, as reasonably calculated by Landlord.

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

ARTICLE 10. OWNERSHIP AND REMOVAL OF PROPERTY.

10.01. Landlord's Property: Any Alterations and other improvements and any equipment, machinery, furnishings and other property, installed or located in the Premises, the Building or the Land by or on behalf of Landlord or Tenant, except for Tenant's Personal Property: (i) shall immediately become the property of Landlord, and (ii) shall be surrendered to Landlord with the Premises as a part thereof at the end of the Term; provided, however, that if Landlord requests Tenant to remove any Alterations installed by or on behalf of Tenant, Tenant shall cause the same to be removed at Tenant's expense on or before the Lease Expiration Date, or shall reimburse Landlord for the cost of such removal, as elected by Landlord (unless Landlord expressly waives the right to require such removal at the time Landlord gives its consent to the making of such Alterations). Notwithstanding the foregoing, upon Landlord's receipt of Tenant's request to Landlord to make Alterations, Landlord shall specify whether and to what extent Landlord will require Tenant to remove the Alterations in question at the end of the Term. If Tenant submits its request for such Alterations in accordance with the foregoing provisions and Landlord consents to the Alterations requested, Landlord shall, together with its consent, specify in writing whether and to what extent it will require Tenant to remove the Alterations in question at the end of the Term, and if Landlord fails so to specify, Tenant shall have no further obligation to remove the Alterations which were the subject of Tenant's request.

10.02. Removal of Property At End of Term: On or before the Lease Expiration Date, Tenant shall remove from the Building and the Land all of Tenant's Personal Property, and, if requested by Landlord, all computer cabling and wiring installed by or on behalf of Tenant (irrespective of whether such cabling and wiring constitutes Tenant's Personal Property under the terms of this Lease), at Tenant's expense, and using a contractor approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed if (1) the contractor is properly licensed, and (2) neither Landlord nor any affiliate of Landlord has had a prior experience with such contractor which was unsatisfactory, and, at Landlord's option, all such items which would constitute Tenant's Personal Property pursuant to Section 1.32. but for the fact that Landlord has granted a credit or allowance with respect to same or the same were installed or placed in or on the Premises as part of Tenant's Work. Unless otherwise approved by Landlord prior to the end of the Term which Landlord has no obligation to approve, any personal property belonging to Tenant or to any other person or entity claiming under or through Tenant which is left in the Building or on the Land after the date this Lease is terminated for any reason shall be deemed to have been abandoned. In such event, Landlord shall have the right to

store such property and/or to dispose of it in whatever manner Landlord considers appropriate, at Tenant's sole cost, without waiving its right to claim from Tenant all expenses and damages caused by Tenant's failure to remove such property, and Tenant and any other person or entity shall have no right to compensation from or any other claim against Landlord as a result.

**ARTICLE 11.
LANDLORD'S ACCESS TO PREMISES.**

Upon reasonable prior written notice, which may be as short as twenty-four (24) hours and which may be given verbally, Landlord may at any reasonable time enter the Premises to examine them, to make alterations or repairs thereto or for any other purposes which Landlord considers necessary or advisable; however, in the case of any emergency, Landlord and its agents may enter the Premises at any time and in any manner. Tenant shall allow the Premises to be exhibited by Landlord: (i) at any reasonable time to representatives of actual or proposed lenders, or investors or prospective purchasers of the Building, and (ii) during the last twelve (12) months of the Term, at any reasonable time to persons who may be interested in leasing the Premises. Landlord reserves the right and shall be permitted reasonable access to the Premises to install facilities within and through the Premises and to install and service any systems deemed advisable by Landlord to provide services or utilities to any tenant of the Building or otherwise in connection with the Building.

**ARTICLE 12.
SERVICES AND UTILITIES.**

12.01. Services Provided: As long as Tenant is not in Default, as defined in Section 19.01. below, Landlord shall provide the following to Tenant, without additional charge, except as otherwise provided herein (including as provided in Article 5 and Section 1.28.):

(1) Elevator service for common use (at least one (1) elevator shall be subject to call at all times, including Sundays and Holidays), and use by Tenant of that certain jump elevator that services the Penthouse level of the Building as of the date hereof. Landlord hereby agrees to use commercially reasonably efforts to maintain such jump elevator in good order, repair, and condition during the Term, and shall promptly make such repairs thereto as become necessary after obtaining actual knowledge of the need for such repairs, all costs of which shall be included in Operating Expenses, unless the need for any such maintenance or repair is brought about by any act or omission (other than ordinary wear and tear from typical office use) of Tenant, its agents, employees or invitees, in which event Tenant shall have the obligation to make, at its sole cost and expense, such repairs. During any period that Tenant occupies all of the rentable square footage located on the twelfth (12th) floor and the Penthouse level of the Building, Tenant, at no additional expense, shall have the right to use the existing lock-off devices in the elevators serving the Premises to restrict access to the Premises to only those people with access cards serving the Premises, provided that Tenant gives Landlord at least thirty (30) days' notice for Landlord to program such lock-off devices for Tenant's use, which notice shall include Tenant's desired hours of restricted access.

(2) Central heating and air conditioning during Building Hours, exclusive of Holidays, during the seasons of the year and within the temperature ranges usually furnished in comparable

office buildings in the city (or, if not a city, other local jurisdiction) in which the Building is located. Landlord shall provide heat and air conditioning at other times at Tenant's expense, provided that Tenant gives Landlord notice by 1:00 p.m. on weekdays for after-hour service on such weekday, and by 1:00 p.m. on the weekday before a Holiday or weekend for service on such Holiday or weekend. Landlord shall charge Tenant for such after-hour, Holiday and special weekend service at the prevailing rates then being charged by Landlord for such services, which rate as of the date of this Lease is Thirty-Three Dollars (\$33.00) per hour, per floor (with a four (4) hour minimum), and which rate is subject to change from time to time throughout the Term, in Landlord's sole and absolute discretion.

(3) Cleaning and char services in Landlord's standard manner.

(4) Electrical facilities to furnish electricity up to the Premises' Standard Electrical Capacity (including the replacement of Building standard light bulbs in Building standard light fixtures, it being agreed that if Landlord replaces any other light bulbs in the Premises, Tenant shall pay Landlord the cost of such bulbs and all labor costs incurred by Landlord in connection therewith, together with a reasonable administrative fee thereon to Landlord, within thirty (30) days after Landlord's demand therefor; provided, however, that in the event that Tenant stocks and supplies to Landlord any such non-Building standard light bulbs, then Tenant shall not be responsible for the payment to Landlord of the cost of such light bulbs or for such administrative fee).

(5) Rest room facilities as shown on Exhibit C-2.

(6) Routine maintenance, painting and electrical lighting service for all Common Areas of the Building (including such rest room facilities which are set forth on Exhibit C-2) in such manner as Landlord deems reasonable.

(7) Reasonable access to the Premises twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, subject to such access control procedures, restrictions and other regulations as Landlord may promulgate, including, but not limited to, electronic access cards for the perimeter entrances to the Building. Tenant, at Tenant's sole cost and expense, may install an electronic suite access control system for the Premises ("Tenant's Access Control System"); provided, however, that (i) Tenant's Access Control System shall be compatible with the Building's access control system, in Landlord's sole and absolute discretion, (ii) Landlord's access to the Premises shall not be affected by Tenant's installation of Tenant's Access Control System, and (iii) if Tenant elects to install Tenant's Access Control System, then Tenant shall use a contractor which has been approved in advance in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed if (1) the contractor is properly licensed, and (2) neither Landlord nor any affiliate of Landlord has had a prior experience with such contractor which was unsatisfactory, in Landlord's sole and absolute discretion, to install and maintain Tenant's Access Control System.

12.02. Failure to Provide Services: Landlord shall have no liability to Tenant or others based on any failure by Landlord to furnish the foregoing, due to Unavoidable Delays, repair or maintenance work or any other reason, and such failure shall neither render Landlord liable for damages to either person or property, nor be construed as an eviction of Tenant, nor cause a

diminution or abatement of Rent nor relieve Tenant of any of Tenant's obligations hereunder. Notwithstanding the foregoing, if any of the services to be provided by Landlord pursuant to this Article 12 is suspended and such suspension renders the Premises untenantable and continues for more than five (5) consecutive business days, if the reason for the suspension is anything other than an Unavoidable Delay, all Monthly Base Rent due pursuant to Article 4 hereof and Additional Rent due pursuant to Article 5 hereof shall be abated for the period commencing on the sixth (6th) consecutive business day of such suspension and concluding on the date that the service has been restored. Except in the event of an emergency, Landlord will provide Tenant with at least three (3) business days' prior written notice in the event that Landlord intends to interrupt any services set forth in Section 12.01 above.

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

12.04. Recycling: Without limiting the foregoing, Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future Laws to the extent that any of them or this Lease impose on Tenant duties and responsibilities regarding the collection, sorting, separation, and recycling of trash. Tenant shall pay all costs, expenses, fines, penalties, or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this Section 12.04., and, at Tenant's sole cost and expense, shall indemnify, defend and hold Landlord harmless (including legal fees and expenses) from and against any actions, claims, and suits arising from such noncompliance, using counsel reasonably satisfactory to Landlord.

ARTICLE 13. RULES AND REGULATIONS.

Tenant shall abide by and observe the rules and regulations attached hereto as Exhibit D and such other rules and regulations as may be made by Landlord from time to time, provided that such rules and regulations shall not be materially inconsistent with the provisions of this Lease. Nothing contained in this Lease or in any rules and regulations shall be interpreted to impose upon Landlord any obligations to enforce against any tenant its rules and regulations, or the provisions of any lease with any other tenant, and Landlord shall not be liable to Tenant or any other entity for any violation of said rules, regulations or lease provisions. Landlord shall use reasonable efforts not to enforce any rule or regulation in a manner which unreasonably discriminates against Tenant.

ARTICLE 14. REPAIR OF DAMAGE CAUSED BY TENANT: INDEMNIFICATION.

14.01. Repairs: Except as otherwise expressly provided in this Lease, all injury, breakage and damage to the Land, the Building or the Premises (except normal wear and tear), caused by any act or omission (other than ordinary wear and tear from typical office use) of

Tenant shall be repaired by and at the sole expense of Tenant, except Landlord shall have the right, at its option, to make such repairs and to charge Tenant for all costs and expenses incurred in connection therewith as Additional Rent payable within thirty (30) days after the rendering of a bill therefor. Tenant shall notify Landlord promptly of any injury, breakage or damage to the Land, the Building, or the Premises caused by Tenant.

14.02. Indemnification: Tenant hereby agrees to indemnify and hold harmless Landlord and its shareholders, members, partners, contractors, licensees, invitees, affiliates, and their respective employees, agents, officers and directors, and each Ground Lessor and Mortgagee from and against all costs, damages, claims, liabilities and expenses, including attorneys' fees, suffered by or claimed against Landlord, directly or indirectly, based on, arising out of or resulting from: (i) Tenant's use and occupancy of the Premises or the business conducted by Tenant therein or Tenant's presence in the Building or on the Land, (ii) the making by Tenant of any Alterations, (iii) any act or omission of Tenant or its employees, agents or invitees, and (iv) any breach or default by Tenant in the observance or performance of its covenants and obligations under this Lease.

ARTICLE 15. LIMITATION ON LANDLORD LIABILITY.

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

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

ARTICLE 16. FIRE AND OTHER CASUALTY.

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

Premises or the Building. Notwithstanding anything to the contrary contained herein, if Landlord estimates to Tenant in writing that the restoration of the Premises and the Building cannot be completed by the two hundred seventieth (270th) day following the date of the casualty, then Tenant may terminate this Lease by written notice to Landlord, which notice shall be given by Tenant, if at all, within ten (10) business days following the date of such written estimate. Furthermore, if Landlord estimated that restoration would be complete within two hundred seventy (270) days following the date of the casualty and if the restoration of the Premises and the Building has not been completed by the two hundred seventieth (270th) day following the date of the casualty, then either Landlord or Tenant may terminate this Lease by written notice to the other of them, which notice shall be given by Tenant, if at all, within ten (10) business days following such 270th day.

Notwithstanding anything herein to the contrary, if (1) insurance proceeds are insufficient to pay the full cost of such repair and restoration, (2) the holder of any Mortgage fails or refuses to make insurance proceeds available for such repair and restoration, (3) zoning or other applicable Laws do not permit such repair and restoration, or (4) the Building is damaged by fire or casualty (whether or not the Premises has been damaged) to such an extent that Landlord decides, in its sole and absolute discretion, not to rebuild or reconstruct the Building, then Landlord, at its option, may give Tenant, within one hundred twenty (120) days after the casualty, notice of termination of this Lease, and this Lease and the Term shall terminate (whether or not the Term has commenced) upon the expiration of thirty (30) days from the date of the notice, with the same effect as if the new expiration date had been the Lease Expiration Date, and all Base Rent and Additional Rent payable pursuant to Article 5 of this Lease shall be apportioned as of such date.

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

ARTICLE 17. INSURANCE.

17.01. Tenant's Insurance:

(1) Throughout the Term, Tenant shall obtain and maintain (a) commercial general liability insurance (written on an occurrence basis) including contractual liability coverage insuring the obligations assumed by Tenant under this Lease (including those set forth in Sections 14.02. and 36.02.), premises and operations coverage, broad form property damage coverage and independent contractors coverage, and containing an endorsement for personal injury, (b) business interruption insurance, (c) special cause of loss business property insurance covering Tenant's business personal property, stock, and, if applicable, inventory, (d) comprehensive automobile liability insurance (covering automobiles owned by Tenant, if any), and (e) worker's compensation insurance and employer's liability insurance. Such commercial general liability insurance shall be in minimum amounts typically carried by prudent tenants engaged in similar operations, but in no event shall be in an amount less than One Million

Dollars(\$1,000,000.00) combined single limit per occurrence with a Two Million Dollars (\$2,000,000.00) annual aggregate, and Tenant shall also obtain and maintain umbrella excess liability insurance with a policy limit of not less than Two Million Dollars (\$2,000,000.00). Such business interruption insurance shall be in an amount equal to Tenant's gross earnings for the then most recently expired twelve (12) month period, but in no event shall be in an amount less than the Base Rent then in effect during any Lease Year. Such property insurance shall be in an amount not less than that required to replace all Tenant-installed improvements within the Premises, all Tenant-installed Alterations and all other Tenant contents of the Premises (including Tenant's trade fixtures, decorations, furnishings, equipment and personal property). Such automobile liability insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) bodily injury and property damage for each accident. Such worker's compensation insurance shall carry minimum limits as defined by the law of the jurisdiction in which the Building is located (as the same may be amended from time to time) but not less than Five Hundred Thousand Dollars (\$500,000.00) for each accident. Such employer's liability insurance shall be in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for each accident, Five Hundred Thousand Dollars (\$500,000.00) per person for illness or disease-policy limit, and One Hundred Thousand Dollars (\$100,000.00) disease each employee.

(2) All insurance carried by Tenant pursuant to Section 17.01.(1) shall: (a) be issued by a company that is licensed to do business in the jurisdiction in which the Building is located, that has been approved in advance by Landlord and that has a rating equal to or exceeding A:XI from Best's Insurance Guide; (b) name Landlord, the managing agent of the Building and the holder of any Mortgage as additional insureds/loss payees (as applicable); (c) contain language (or an endorsement) that such policy shall remain in full force and effect notwithstanding that the insured may have waived its right of action against any party prior to the occurrence of a loss (Tenant hereby waiving its right of action and recovery against and releasing Landlord and its employees and agents (including Landlord's managing agent) from any and all liabilities, claims and losses for which they may otherwise be liable to the extent Tenant is covered by insurance carried or would have been covered by insurance it is required to carry under this Lease); (d) provide that the insurer thereunder waives all right of recovery by way of subrogation against Landlord, its partners, agents (including Landlord's managing agent), employees, and representatives, in connection with any loss or damage covered by such policy; (e) be acceptable in form and content to Landlord; (f) be primary and non-contributory; (g) contain language (or an endorsement) for cross liability and severability of interests; and (h) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurer first giving Landlord and any Mortgagee thirty (30) days' notice of such proposed action. No such policy shall contain any deductible provision that is not commercially reasonable. Landlord reserves the right from time to time to require Tenant to obtain higher minimum amounts or different types of insurance if it becomes customary for other landlords of first-class office buildings in the Washington, D.C., metropolitan area to require similar sized tenants in similar industries to carry insurance of such higher minimum amounts or of such different types of insurance. Tenant shall deliver a certificate (on Acord Form 27) of all such insurance to Landlord concurrently with Tenant's execution of this Lease and at least annually thereafter not later than thirty (30) days prior to the date of expiration of each such policy. Tenant shall give Landlord immediate notice in case of fire, theft or accident in the Premises, and in the case of fire, theft or accident in the Building if involving Tenant, or any of Tenant's Invitees (as defined in Section 34.01(3) below). Neither the issuance of any insurance

policy required under this Lease nor the minimum limits specified herein shall be deemed to limit or restrict in any way Tenant's liability arising under or out of this Lease.

17.02. *Landlord's Insurance:* Landlord agrees to carry and maintain special cause of loss property insurance (with replacement cost coverage) covering the Building and Landlord's property therein in an amount required by its insurance company to avoid the application of any coinsurance provision. Landlord hereby waives its right of recovery against Tenant and releases Tenant from any and all liabilities, claims and losses for which Tenant may otherwise be liable to the extent Landlord is actually reimbursed by property insurance therefor. Landlord shall secure a waiver of subrogation endorsement from its insurance carrier in favor of Tenant. Landlord also agrees to carry and maintain commercial general liability insurance in limits it reasonably deems appropriate.

17.03. *Effect of Tenant's Activities on Insurance:* Tenant shall not conduct or permit to be conducted any activity, or place any equipment in or about the Land, the Building or the Premises which will increase the rate of, or make void or voidable, any fire or other insurance maintained or required to be maintained by Landlord or any Mortgagee on the Building, the Land or the property kept thereon or therein, which will conflict with the provisions of any such insurance policy or which will make it impracticable for Landlord to obtain insurance covering any risks against which Landlord reasonably deems it advisable to obtain insurance.. Notwithstanding anything to the contrary contained in this Section 17, Landlord shall provide notice to Tenant with respect to any activities or equipment of Tenant that Landlord's insurance carrier has indicated may invalidate or increase the cost of Landlord's insurance. If such activities or equipment are not prohibited hereunder or if such activities or equipment are approved in writing by Landlord, then Tenant shall have the right to pay the full amount of any such increase in insurance premiums and continue to use such equipment or conduct such activities; otherwise, Tenant shall cease conducting such activity or using such equipment. If Landlord's insurance carrier has indicated that such activities or equipment (i) will increase the rate of Landlord's insurance premiums and Tenant has not elected to pay the full amount of such increase in premiums or (ii) will cause the cancellation of insurance for the Building, Tenant shall cease such activity or remove such equipment, as applicable, within ten (10) days after notice thereof from Landlord.

17.04. *Termination Right:* Landlord shall have the right to terminate this Lease upon thirty (30) days' notice to Tenant in the event Landlord receives notice from any of Landlord's insurance carriers that such carrier intends to cancel its insurance on the Building, or to increase the cost of such insurance by more than one hundred percent (100%) above the premium payable by Landlord immediately prior to such notice, due to the activities of Tenant or the presence of Tenant in the Building. However, Landlord shall not terminate this Lease in the event Landlord is able, with good faith efforts, to obtain equivalent insurance from an insurance carrier satisfactory to Landlord at a premium not more than one hundred percent (100%) greater than the premium for the cancelled insurance; provided that Tenant shall reimburse Landlord for all additional premiums charged to Landlord by such new insurance carrier. It is expressly understood that Landlord shall not have the right to terminate this Lease pursuant to this Section 17.04. if (i) any cancellation or rate increase is due to factors generally applicable to the insurance or rental market, rather than to Tenant's activities or presence in the Building, or (ii) if Tenant is conducting only the Permitted Use pursuant to Section 6.01. of this Lease at the

Premises, and such use is being conducted in accordance with all applicable Laws and in accordance with the provisions of this Lease.

ARTICLE 18. CONDEMNATION.

18.01. Landlord's Right to Terminate: If a substantial part of the Premises, the Building or the Land is taken or condemned by any governmental or quasi-governmental authority for any purpose or is granted to any authority in lieu of condemnation (collectively, a "taking"), Landlord and Tenant shall each have the right in its sole discretion to terminate this Lease by notice to the other party, and upon the giving of such notice, the Term shall terminate as of the date title vests in the authority, and Base Rent and Additional Rent payable pursuant to Article 5 shall be abated as of that date. For purposes of this Article 18, a substantial part of the Premises, the Land or the Building shall be considered to have been taken if, in the sole opinion of Landlord, the taking shall render it commercially undesirable for Landlord to permit this Lease to continue or to continue operating the Building or, if the portion of the Premises so taken is so substantial as to preclude Tenant from being able to conduct its business operations in the Premises in substantially the same manner as they were being conducted prior to the taking. Notwithstanding the foregoing, Tenant shall have no right to terminate this Lease at any time that Tenant is in default hereunder.

18.02. Adjustment of Rent: If a portion of the Premises is taken and Landlord does not elect to terminate this Lease pursuant to Section 18.01., then Base Rent and Additional Rent payable pursuant to Article 5 shall be equitably adjusted as of the date title vests in the authority and this Lease shall otherwise continue in full force and effect.

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

ARTICLE 19. DEFAULT.

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

(1) Failure of Tenant to pay Rent as and when due; provided, however, that with respect to the first two (2) such failures in any twelve (12) month period only, no Default shall be deemed to have occurred unless such failure continues for a period of five (5) days after notice thereof from Landlord to Tenant.

(2) Failure of Tenant to comply with or perform any covenant or obligation of Tenant under this Lease, if the failure continues for thirty (30) days after notice from Landlord to Tenant specifying the failure, other than (i) those concerning the payment of Rent, (ii) those set forth in any of Section 8.02. and Articles 17, 21, 22, 23, 26, 35, 36, 37 and 38, as to which a specific timeframe for the performance of such covenant or obligation is set forth therein, and (iii) any Default arising under subsections (3), (4), (5) or (6) of this Section 19.01.; provided, however, that if such default is not capable of being cured within such thirty (30) day period, then provided (i) Tenant promptly commences curative action and proceeds diligently and in good faith thereafter to cure such default, and (ii) the failure does not affect the Building or other tenants therein and does not result in any liability to, or expenditure of funds by Landlord, the cure period shall be extended to the time necessary to cure the condition, but in no event longer than one hundred twenty (120) days, inclusive of original 30-day period.

(3) If, in Landlord's reasonable opinion, Tenant's activities or presence in the Premises results in a significant, continuing or repeated threat of physical danger to other tenants and/or users of the Building, whether or not Tenant is capable of controlling such threat.

(4) If Tenant, any Guarantor or, if Tenant is a partnership, any partner of Tenant ("Partner"), shall file a voluntary petition in bankruptcy or insolvency, shall be adjudicated bankrupt or insolvent or shall file a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other Laws, or shall make an assignment for the benefit of creditors, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of any Guarantor or Partner or of all or any part of the property of Tenant or of such Guarantor or Partner.

(5) If, within thirty (30) days after the commencement of any proceeding against Tenant or any Guarantor or Partner, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future applicable federal, state or other Laws, such proceeding shall not have been dismissed or if, within thirty (30) days after the appointment of any trustee, receiver or liquidator of Tenant or any Guarantor or Partner, or of all or any part of the property of Tenant or of any Guarantor or Partner, without the acquiescence of such individual or entity, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall have been issued against the property of Tenant or of any Guarantor or Partner, pursuant to which the Premises shall be taken or occupied or attempted to be taken or occupied.

(6) If Tenant fails to take possession of the Premises on the Lease Commencement Date or vacates, abandons or ceases to carry on its ordinary activities in the Premises prior to the Lease Expiration Date, with or without an intention of paying Rent.

(7) Failure of Tenant to comply with or perform any covenant or obligation under Section 8.02. or in Articles 17, 21, 22, 23, 26, 35, 36, 37 or 38 within the specific timeframe for the performance of such covenant or obligation set forth in the applicable Section.

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

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

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

If Landlord elects to terminate this Lease, everything contained in this Lease on the part of Landlord to be done shall cease, without prejudice to Landlord's right to recover from Tenant all Rent, as set forth in Sections 19.03. and 19.04. below. If Landlord elects to reenter pursuant to Section 19.02(2) above, Landlord may terminate this Lease, or, from time to time without terminating this Lease, may relet all or any part of the Premises as the agent of Tenant, for such term, at such rental and upon such other provisions as Landlord deems acceptable, with the right to make any alterations and repairs to the Premises that Landlord deems appropriate, at Tenant's expense. No such reentry or taking of possession of the Premises shall be construed as an election to terminate this Lease, unless notice of such intention is given pursuant to Section B.(2) above, or unless termination be decreed by a court of competent jurisdiction at the instance of Landlord. Landlord shall in no event be under any obligation to relet any part of the Premises.

19.03. Liability of Tenant: If Landlord terminates this Lease or reenters the Premises (with or without terminating this Lease), Tenant shall remain liable (in addition to all other liabilities of Tenant accrued at the time of the Default) for the sum of (i) any unpaid Rent accrued prior to the time of termination and/or reentry, as the case may be, plus interest thereon from the due date at the Default Rate, (ii) all Base Rent and Additional Rent provided for in this Lease from the time of termination and/or reentry, as the case may be, until the date this Lease would have expired had a Default not occurred, plus interest thereon from the due date at the Default Rate, (iii) any and all expenses (including attorneys' and brokerage fees) incurred by Landlord in reentering and repossessing the Premises, in correcting any default, in painting, altering or repairing the Premises in order to place the Premises in first-class rentable condition (whether or not the Premises are relet), in protecting and preserving the Premises and in reletting or attempting to relet the Premises, and (iv) any other amounts necessary to compensate Landlord for any other injury or detriment caused by the Default; *minus* the net proceeds (after deducting any rental abatements, tenant improvement allowances and other concessions and inducements) actually received by Landlord, if any, from any reletting to the extent attributable to the period prior to the date this Lease would have expired had a Default not occurred. Landlord shall have the option to recover any damages sustained by Landlord either at the time of reletting, if any, or in separate actions from time to time as said damages shall have been made more easily ascertainable by successive relettings or, at Landlord's option, to defer any such recovery until the date this Lease would have expired in the absence of a Default, in which event Tenant hereby agrees that the cause of action shall be deemed to have accrued on the aforesaid date. The provisions of this Section 19.03. shall be in addition to, and shall not prevent the enforcement of, any claim Landlord may have for anticipatory breach of this Lease.

19.04. *Liquidated Damages:* In addition to Landlord's rights pursuant to Section 19.03. above, if Landlord terminates this Lease, Landlord shall have the right at any time, at its sole option, to require Tenant to pay to Landlord on demand, as liquidated damages, the sum of (i) the total of the Base Rent, Additional Rent and all other sums which would have been payable under this Lease from the date of Landlord's demand for liquidated damages ("Landlord's Demand") until the date this Lease would have terminated in the absence of the Default, discounted to present value at the rate of five percent (5%) per annum (the "Discount Rate"), (ii) all unpaid Rent accrued prior to the time of Landlord's Demand, plus interest thereon from the due date at the Default Rate, (iii) any and all expenses (including attorneys' and brokerage fees) incurred by Landlord in reentering and repossessing the Premises, in correcting any default, in painting, altering or repairing the Premises in order to place the Premises in first-class rentable condition (whether or not the Premises are relet), in protecting and preserving the Premises and in reletting or attempting to relet the Premises, and (iv) any other amounts necessary to compensate Landlord for any other injury or detriment caused by the Default; *minus* the sum of (a) the net fair market rental value of the Premises for the period referred to in Section 19.04.(i) discounted to present value at the Discount Rate, and (b) any sums actually paid by Tenant to Landlord pursuant to Section 19.03. above; provided, however, that if said damages shall be limited by law to a lesser amount, Landlord shall be entitled to recover the maximum amount permitted by law. The "net fair market rental value" referred to in Section 19.04.(a) above shall be the fair market rental value of the Premises at the time of Landlord's Demand, reduced by any rental abatements, tenant improvement allowances and other concessions and inducements generally provided by landlords seeking to lease comparable commercial property in the area of the Premises at the time of Landlord's Demand. If reletting is accomplished within a reasonable time after Lease termination, the "net fair market rental value" referred to in Section 19.04.(a) above shall be deemed *prima facie* to be the net rental income (after deducting any rental abatements, tenant improvement allowances and other concessions and inducements) realized upon such reletting.

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

19.06. [Intentionally Omitted.]

19.07. *Right of Distress:* Landlord shall, to the extent permitted by law, have a right of distress for Rent.

19.08. *Right of Landlord to Cure:* If Tenant defaults in the making of any payment or in the doing of any act required to be made or done by Tenant under this Lease, then Landlord may, at its option, make such payment or do such act, and the expenses thereof, with interest thereon at the Default Rate, from the date paid by Landlord, shall constitute Additional Rent hereunder due and payable by Tenant within thirty (30) days following Landlord's demand therefor.

19.09. Attorneys' Fees: In the event of any default hereunder, Tenant shall pay to Landlord all reasonable attorneys' fees incurred by Landlord in connection with such default or the enforcement of Landlord's rights or remedies arising in connection therewith, whether or not this Lease is terminated and whether or not Landlord institutes any lawsuit against Tenant as a result of such default. In addition to the foregoing, whether or not this Lease is terminated, Tenant shall pay to Landlord all other costs incurred by Landlord with respect to any lawsuit instituted or action taken by Landlord to enforce the provisions of this Lease.

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

ARTICLE 20. NO WAIVER.

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

ARTICLE 21. HOLDING OVER.

If Tenant shall be in possession of the Premises after termination of this Lease (whether by normal expiration of the Term or otherwise), at Landlord's option: (i) Landlord may deem Tenant to be occupying the Premises as a tenant from month-to-month, (a) for the first sixty (60) days of such holdover, at the sum of one hundred fifty percent (150%) of the Monthly Base Rent in effect for the last full month of the Term, and (b) thereafter, at the sum of two hundred percent (200%) of the Monthly Base Rent in effect for the last full month of the Term, and, in each case (that is, with respect to any holdover to which either of the immediately preceding clauses (a) or (b) applies), plus the monthly installment of Additional Rent which is then payable pursuant to Article 5. of this Lease, and subject to all of the other provisions of this Lease, as applicable to a month-to-month tenancy, and (ii) Landlord may exercise any or all remedies for Default and at law and in equity, including an action against Tenant for wrongfully holding over and an action for actual and consequential damages. Any such holdover shall be deemed to be a tenancy-at-sufferance and not a tenancy-at-will or tenancy from month-to-month. In no event shall any holdover be deemed a permitted extension or renewal of the Term, and nothing contained herein shall be construed to constitute Landlord's consent to any holdover or to give Tenant any right with respect thereto.

ARTICLE 22. SUBORDINATION.

22.01. Lease Subordinate: This Lease shall be subject and subordinate to the lien of any and all Mortgages and to any Ground Leases, and any and all renewals, extensions, modifications, recastings and refinancings thereof. This Article shall be self-operative, without execution of any further instrument; but if requested by Landlord or any Mortgagee, Tenant shall promptly execute a certificate or other document evidencing and providing for such subordination. Landlord shall have the right to execute said document on behalf of Tenant if Tenant fails to do so within five (5) business days after receipt of the request. Tenant agrees that, if any Mortgage is foreclosed or Ground Lease terminated, upon request by the purchaser at the foreclosure sale or Ground Lessor, as the case may be, Tenant shall attorn to and recognize the purchaser or Ground Lessor as the landlord under this Lease and shall make all payments required hereunder to such new landlord without any deduction or set-off of any kind whatsoever. Tenant waives the provisions of any Laws, now or hereafter in effect, which may give or purport to give Tenant any right to terminate or otherwise affect this Lease or the obligations of Tenant hereunder in the event that any such foreclosure, termination or other proceeding is filed, prosecuted or completed. Notwithstanding anything herein to the contrary, any Mortgagee may at any time subordinate the lien of its Mortgage to the operation and effect of this Lease without Tenant's consent, by giving Tenant notice of such subordination, in which event this Lease shall be deemed to be senior to such Mortgage, and thereafter such Mortgagee shall have the same rights as it would have had if this Lease had been executed, delivered and recorded before said Mortgage.

22.02. Modifications to Lease: If any of Landlord's insurance carriers or any Mortgagee requests modifications to this Lease, then Tenant shall execute a written amendment incorporating such requested modifications within thirty (30) days after the same has been submitted to Tenant by Landlord, provided that such modifications do not materially adversely affect Tenant's use of the Premises as herein permitted or increase the rentals and other sums payable by Tenant hereunder. In the event that Tenant refuses or fails to execute such amendment within thirty (30) days after Landlord's delivery of same to Tenant, then Landlord shall have the right, at its sole option, in addition to Landlord's other remedies for Default, to terminate and cancel this Lease by notice to Tenant specifying the date on which this Lease will terminate. From and after said termination date, both Landlord and Tenant shall be relieved of any and all further obligations hereunder, except liabilities arising prior to the date of termination.

ARTICLE 23. ASSIGNMENT AND SUBLETTING.

23.01. No Transfer Without Consent: Except as hereinafter set forth, Tenant shall not, without the consent of Landlord in each instance (i) assign, mortgage or otherwise encumber this Lease or any of its rights hereunder; (ii) sublet the Premises or any part thereof or permit the occupancy or use of the Premises or any part thereof by any persons or entities other than Tenant; or (iii) permit the assignment of this Lease or any of Tenant's rights hereunder by operation of law. Any attempted assignment, mortgaging or encumbering of this Lease or any of Tenant's rights hereunder and any attempted subletting or grant of a right to use or occupy all or

a portion of the Premises in violation of the foregoing sentence shall be void. If at any time during the Term Tenant desires to assign, sublet or mortgage all or part of this Lease or the Premises, then in connection with Tenant's request to Landlord for Landlord's consent thereto, Tenant shall give thirty (30) days notice prior to Landlord ("Tenant's Request Notice") containing: the identity of the proposed assignee, subtenant or other party and a description of its business; the terms of the proposed assignment, subletting or other transaction; the commencement date of the proposed assignment, subletting or other transaction (the "Proposed Sublease or Assignment Commencement Date"); the area proposed to be assigned, sublet or otherwise encumbered (the "Proposed Sublet or Assignment Space"); the most recent financial statement or other evidence of financial responsibility of such proposed assignee, subtenant or other party; and a certification executed by Tenant and such party stating whether or not any premium or other consideration is being paid in connection with the assignment, sublease or other transaction (including payments for personality). Notwithstanding the foregoing, Landlord agrees that it shall not unreasonably withhold, condition or delay its consent to a proposed subletting, provided that all of the following conditions are satisfied: (1) there shall be no default (or, if Tenant is in default, then provided that Tenant cures same within any applicable notice and cure period set forth in this Lease) at the time of the proposed subletting, (2) the proposed subtenant shall be reasonably creditworthy, (3) the proposed subtenant shall not be a governmental entity or a person or entity enjoying sovereign or diplomatic immunity, (4) the use of the Premises by the proposed subtenant shall not attract a volume, frequency or type of visitor or employee to the Building which is not consistent with the standards of a high-quality office building, (5) the proposed subtenant shall specifically covenant and agree to perform the obligations of Tenant hereunder and to occupy the Premises subject to the provisions of this Lease, and (6) Tenant remains liable for the faithful performance of this Lease.

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

23.03. Transfer of Ownership Interests: If Tenant is a partnership, then any event or series of events (whether voluntary, concurrent or related) resulting in a dissolution of Tenant, any withdrawal or change (whether voluntary, involuntary or by operation of law) of partners which results in beneficial ownership of less than fifty-one percent (51%) of the partnership interests in Tenant (or less than fifty-one percent (51%) of the beneficial ownership of any general partner in Tenant) being owned by the same partners owning at least fifty-one percent (51%) of the partnership interests in Tenant (or less than fifty-one percent (51% of the beneficial ownership of such general partner in Tenant) on the Effective Date or which results in a change in management control of Tenant from the management control of Tenant on the Effective Date, or any structural or other change having the effect of limiting the liability of the partners shall be deemed a voluntary assignment of this Lease subject to the provisions of this Article 23. If Tenant is a corporation (or a partnership with a corporate general partner), then any event or series of events (whether voluntary, concurrent or related) resulting in a dissolution, merger, consolidation or other reorganization of Tenant (or such corporate general partner), or the sale or transfer or relinquishment of the interest of shareholders which results in beneficial ownership of less than fifty-one percent (51%) of the capital stock in Tenant being owned by the same shareholders owning at least fifty-one percent (51%) of the capital stock in Tenant on the Effective Date or which results in a change in management control of Tenant from the management control of Tenant on the Effective Date, shall be deemed a voluntary assignment of this Lease subject to the provisions of this Section 23; provided, however, that this sentence shall not apply to corporations whose stock is traded through a national or regional exchange or over-the-counter market. If Tenant is a limited liability company, then any event or series of events (whether voluntary, concurrent or related) resulting in a dissolution of Tenant, any withdrawal or any change (whether voluntary, involuntary or by operation of law), of members which results in beneficial ownership of less than fifty-one percent (51%) of the membership interests in Tenant (or less than fifty-one percent (51%) of the beneficial ownership of any member of Tenant) being owned by the same members owning at least fifty-one percent (51%) of the membership interests in Tenant (or less than fifty-one percent (51%) of the beneficial ownership of such member of Tenant) on the Effective Date or which results in a change in management control of Tenant from the management control of Tenant on the Effective Date shall be deemed a voluntary assignment of this Lease which is subject to the provisions of this Article 23. In addition, a transfer of all or substantially all of the assets of Tenant, either by sale, merger, consolidation, or otherwise shall be deemed to be an assignment which is subject to the provisions of this Article 23. Whether Tenant is a partnership, corporation or any other type of entity, then at the option of Landlord, a change in Tenant's name of which Landlord has not received prior notice or a conversion into any other type of entity shall also be deemed a voluntary assignment of this Lease which is subject to the provisions of this Article 23. Notwithstanding the foregoing, transfers of stock from Deidre Doyle to Nicholas Doyle, Alexandra Casey or Benjamin Doyle, which transfer(s) are made for estate planning or gift giving purposes, shall not be deemed an assignment of this Lease and shall not be subject to the provisions of this Article 23, so long as Tenant provides Landlord with prior notice of any such transfer of stock.

23.04. Expenses and Profits; Effect of Consent:

- (1) In the event Landlord permits Tenant to assign or sublet all or a portion of the Premises to a third party, fifty percent (50%) of any sums that are paid by such third party for the right to occupy the Premises, including any consideration payable by such third party for any

personalty acquired or used by such third party and for any services provided to such third party in excess of the sum of (i) the Base Rent and that Additional Rent which is payable pursuant to Section 45.02. and 5.03. then in effect plus (ii) reasonable costs actually incurred by Tenant in connection with such sublease or assignment for third-party brokerage commissions, advertising fees, attorneys' fees and tenant improvements. In the case of a sublease, such excess shall be calculated on a straight-line basis over the term of the sublease and shall be paid by Tenant to Landlord on a monthly basis as Additional Rent, and, in the case of an assignment, such excess shall be calculated and shall be payable as of the date of the assignment.

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

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

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

23.06. Permitted Subleases and Assignments: So long as (a) no default is then continuing beyond any applicable cure period, (b) no circumstance shall have occurred which with the giving of notice, the passage of time, or both would constitute a Default by Tenant, and (c) the tangible net worth, creditworthiness and liquidity factor of any entity into which Tenant shall merge are all greater than or equal to the tangible net worth, creditworthiness and liquidity factor of Tenant as of the date of execution of this Lease, the provisions of Sections 23.01., 23.02., 23.03., 23.04(1) and 23.04(2) shall not be applicable with regard to an assignment of this Lease or a subletting of all or any portion of the Premises to Tenant's Affiliate (as hereinafter defined), so long as (1) Tenant originally named herein shall remain primarily liable under this Lease, notwithstanding any such assignment or subletting (unless Tenant has merged into such entity, in which case such surviving entity shall assume all of the obligations of Tenant under this Lease), (2) no other or further assignment or subletting to other than an Affiliate shall be permitted without Landlord's prior written consent and (3) in the case of an assignment, the assignee executes an assignment and assumption agreement in Landlord's then standard form

with respect to the assumption by the assignee of all of Tenant's then existing and future obligations under this Lease. An "Affiliate" shall be a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Tenant, or which has succeeded to the ownership of Tenant or of substantially all of Tenant's assets by merger or consolidation. "Control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by contract, or otherwise.

**ARTICLE 24.
TRANSFER BY LANDLORD.**

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

**ARTICLE 25.
INABILITY TO PERFORM.**

This Lease and Tenant's obligation hereunder shall in no way be affected, impaired or excused, nor shall Tenant have any claim against Landlord for damages, because Landlord, due to Unavoidable Delays, is unable to fulfill any of its obligations under this Lease, including any obligations to provide any services, repairs, replacements, alterations or decorations or to supply any improvements, equipment or fixtures.

**ARTICLE 26.
ESTOPPEL CERTIFICATES.**

Tenant shall, without charge, within five (5) business days after receipt of any request therefor, execute and deliver to Landlord a certificate stating: (i) whether this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect and setting forth all such modifications); (ii) whether there then exist any defenses against the enforcement of any right of Landlord hereunder (and, if so, specifying the same in detail); (iii) the dates to which rent and any other charges hereunder have been paid by Tenant; (iv) that Tenant has no knowledge of any then uncured defaults under this Lease (or, if Tenant has knowledge of any such defaults, specifying the same in detail); (v) that Tenant has no knowledge of any event that will or may result in the termination of this Lease (or, if Tenant has such knowledge, specifying the same in detail); (vi) the address to which notices to Tenant are to be sent; and (vii) such other information as may be reasonably requested. It is understood that any such certificate may be relied upon by Landlord, any Mortgagee, prospective Mortgagee, Ground Lessor, prospective Ground Lessor, or purchaser or prospective purchaser of the Land or the Building or of all or any of Landlord's interest therein.

ARTICLE 27.
COVENANT OF QUIET ENJOYMENT.

Landlord covenants that it has the right to make this Lease and that, if Tenant shall pay all Rent and perform all of Tenant's other obligations under this Lease, Tenant shall have the right, during the Term and subject to the provisions of this Lease, to quietly occupy and enjoy the Premises without hindrance by Landlord or its successors and assigns.

ARTICLE 28.
WAIVER OF JURY TRIAL.

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

ARTICLE 29.
BROKERS.

Landlord and Tenant each represents and warrants to the other that, except as hereinafter set forth, neither of them has employed or dealt with any broker in procuring or carrying on any negotiations relating to this Lease. Landlord and Tenant shall indemnify and hold each other harmless from any loss, claim or damage relating to the breach of the foregoing representation and warranty. Landlord recognizes only the Broker(s) (as set forth in Section 1.11.) as broker(s) with respect to this Lease and agrees to be responsible for the payment of any leasing commissions owed to said broker(s) pursuant to a separate agreement between Landlord and such broker(s).

ARTICLE 30.
CERTAIN RIGHTS RESERVED BY LANDLORD.

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

30.01. To change the Building's name or street address.

30.02. To affix, maintain and remove any and all signs on the exterior and interior of the Building.

30.03. To designate and approve, prior to installation, all window shades, blinds, drapes, awnings, window ventilators, lighting and other similar equipment to be installed by Tenant that may be visible from the exterior of the Premises or the Building.

30.04. To decorate and make repairs, alterations, additions and improvements, whether structural or otherwise, in, to and about the Building and any part thereof, and for such purposes to enter, and to perform work in and from, the Premises, and, during the continuance of any such work, to close temporarily doors, entry ways, Common Areas in the Building and to interrupt or

temporarily suspend Building services and facilities, all without affecting Tenant's obligations hereunder, as long as the Premises remain tenantable.

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

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

30.07. To alter, relocate, reconfigure, reduce and withdraw the Common Areas located outside the Building, including parking and access roads, as long as the Premises remain reasonably accessible.

30.08. To erect, use and maintain pipes and conduits in and through the Premises.

30.09. To construct improvements (including kiosks) on the Land and in the Common Areas of the Building.

30.10. To prohibit smoking in the entire Building or portions thereof (including the Premises) and on the Land, so long as such prohibitions are in accordance with applicable Laws.

30.11. If any excavation or other substructure work shall be made or authorized to be made upon land adjacent to the Building or the Land, to enter the Premises for the purpose of doing such work as is required to preserve the walls of the Building and to preserve the land from injury or damage and to support such walls and land by proper foundations.

30.12. Notwithstanding anything contained herein to the contrary, Landlord may at any time elect to alter, rehabilitate or renovate all or any portion of the Building so long as such construction does not substantially and unreasonably interfere with Tenant's access to the Premises or substantially and unreasonably interfere with Tenant's use of the Premises. Tenant acknowledges that Landlord has the right to undertake major renovations (including work with respect to the exterior façade of the Building) with respect to the Building and that Landlord may hereafter perform additional work, improvements and renovations with respect to the Building. In connection with any such work, improvements and renovations, the Landlord may erect scaffoldings, sidewalk bridges and other such appurtenances. Tenant agrees not to interfere with such work, improvements and renovations and further agrees that such work, improvements and renovations (and the construction appurtenances which Landlord may place at or near the Premises) shall not constitute an eviction or constructive eviction of Tenant, in whole or in part, and the Base Rent and all other items of Additional Rent hereunder shall not abate while such work, improvements and renovations are being made by reason of loss or interruption of the business of Tenant or otherwise, nor shall Tenant have any claims against Landlord by reason of such work.

ARTICLE 31. NOTICES.

No notice, request, approval, consent, waiver, demand or other communication which may be or is required or permitted to be given under this Lease shall be effective unless the same is in writing and hand-delivered, sent by registered or certified mail, return receipt requested, first-class postage prepaid, or sent with charges prepaid by a nationally recognized air courier service, addressed to Landlord at the Landlord Notice Address or to Tenant at the Tenant Notice Address, as applicable, or at any other address of which either party shall notify the other in accordance with this Article 31. Such communications, if sent by registered or certified mail, shall be deemed to have been given (a) when delivered, if delivered by hand, or (b) if mailed as set forth above in this Article 31, two (2) days after the date of mailing, or (c) if sent by a nationally recognized air courier service as set forth above in this Article 31, one (1) business day after the date of deposit of the notice with such service. Notwithstanding the foregoing, if such party's address has changed and the other party has not been given notice of such change in accordance with the requirements of this Article 31, or if a party refuses delivery, a communication shall be deemed to have been given upon the first attempted delivery to the address for a party set forth in this Lease. If any Mortgagee shall notify Tenant that it is the holder of a Mortgage affecting the Premises, no notice, request or demand thereafter sent by Tenant to Landlord shall be effective until a copy of same shall be sent to such Mortgagee in the manner prescribed in this Article 31 at such address as such Mortgagee shall designate.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

32.13. Annual Financial Statements: Upon written request by Landlord, not more than once in any twenty-four (24) month period, except in the event of a monetary Default by Tenant or in connection with a sale or refinancing of the Building, the Land or both of same, Tenant shall submit to Landlord Tenant's most recent tax returns and an unaudited financial statement covering the preceding calendar year, which have been certified by Tenant's president, managing member or other chief operating person as being true and correct in all material respects.

32.14. Construction of Lease: There shall be no presumption that this Lease be construed more strictly against the party who itself or through its agent prepared it. Landlord and Tenant hereby agree that all parties hereto have participated in the preparation of this Lease and that each party had the opportunity to consult legal counsel before the execution of this Lease.

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

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

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

32.18. Use of Certain Terms: Whenever the terms "including" or "include" are used herein, such terms shall mean "including, but not limited to," and "include, but not be limited to," respectively. Whenever an action, decision or similar right is described herein as being at Landlord's option, such action, decision or similar right shall be at Landlord's sole option. References to Sections or Articles shall mean sections or articles, as applicable, of this Lease, and use of the terms "hereunder," "herein," or similar terms shall refer to this Lease in its entirety, as opposed to the specific sentence, subsection, section or article of this Lease in which such term appears.

32.19. Exhibits: All exhibits are incorporated into and made a part of this Lease.

32.20. Consents and Approvals: Whenever in this Lease the consent or approval of Landlord is required, such requirement shall mean the prior written consent or approval of Landlord. If Tenant shall request Landlord's consent or approval pursuant to any of the provisions of this lease or otherwise, and Landlord shall fail or refuse to give, or shall delay in giving, such consent or approval, Tenant shall in no event make, or be entitled to make, any claim for damages (nor shall Tenant assert, or be entitled to assert, any such claim by way of defense, set-off, or counterclaim) based upon any claim or assertion by Tenant that Landlord unreasonably withheld or delayed its consent or approval, and Tenant hereby waives any and all rights that it may have, from whatever source derived, to make or assert any such claim. Tenant's sole remedy for any such failure, refusal, or delay shall be an action for a declaratory judgment, specific performance, or injunction, and such remedies shall be available only in those instances where Landlord has expressly agreed in writing not to unreasonably withhold or delay its consent or approval or where, as a matter of law, Landlord may not unreasonably withhold or delay the same. In addition, whenever in this Lease Landlord is required to be reasonable in the granting of any consent or approval or otherwise, Landlord shall not be deemed to have been unreasonable in the refusal to give its consent or approval or otherwise if: (a) Landlord is not permitted to do so under the terms of any Ground Lease or Mortgage which is superior in lien priority to this Lease or (b) the consent or approval of any Ground Lessor under such superior Ground Lease or Mortgagee under such superior Mortgage is required and has been denied or not given, it being agreed that the circumstances described in the immediately preceding clauses (a) and (b) are illustrative and not exhaustive.

32.21. Appointment of Resident Agent: For purposes of §55-218.1 of the Code of Virginia, Landlord appoints as its resident agent National Corporate Research, Ltd., 13354 Midlothian Turnpike, Midlothian, Virginia 23113-0000.

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

32.23. Qualified Leases: The parties intend that all payments made to Landlord under this Lease will qualify as rents from real property for purposes of Sections 512(b)(3) and 856(d) of the Internal Revenue Code of 1986, as amended ("Qualified Rents"). If Landlord, in its sole discretion, advises Tenant that there is any risk that all or part of any payments made under this Lease will not qualify as Qualified Rents, Tenant agrees (i) to cooperate with landlord to restructure this Lease in such manner as may be necessary to enable such payments to be treated as Qualified Rents, and (ii) to permit an assignment of this Lease, in each case provided such restructuring or assignment will not have a material economic impact on Tenant.

**ARTICLE 33.
[INTENTIONALLY OMITTED.]**

**ARTICLE 34.
PARKING.**

34.01. Use of Parking:

(1) During the Term, Tenant shall have the right to use (on a non-exclusive first-come, first-served basis) the Parking Permits (as defined in Section 1.17. hereinabove) for the unreserved parking of passenger automobiles in the parking areas designated from time to time by Landlord for the use of tenants of the Building (the "Garage"). Notwithstanding the foregoing, Tenant shall have the right to purchase and to use up to three (3) parking permits (the "Reserved Permits") for the reserved parking of passenger automobiles in the Garage (the "Reserved Spaces") at the then prevailing rate charged by Landlord or the Garage Operator (as hereinafter defined), which rate for the Reserved Permits as of the date of this Lease is Two Hundred Fifty Dollars (\$250.00) per Reserved Permit per month and which rate is subject to increase from time to time in Landlord's or the Garage Operator's sole discretion. Tenant acknowledges that Landlord shall label the Reserved Spaces, in a manner determined by Landlord, as being reserved for Tenant's use but shall have no obligation to enforce the parking restrictions with respect to the Reserved Spaces and no liability for any failure to do so or for any impermissible parking which occurs that blocks any such Reserved Spaces, and that Tenant's obligations under this Lease shall remain in full force and effect notwithstanding any such Reserved Space being blocked by impermissible parking. In the event that Tenant elects to purchase Reserved Permits, the number of Parking Permits which Tenant is entitled to use hereunder shall be reduced by the number of Reserved Permits which Tenant purchases, such that in no event shall Tenant be permitted to park more than thirty-four (34) vehicles in the Garage as of the date hereof pursuant to this Article 34. Notwithstanding the foregoing, Landlord does not guarantee the availability of such monthly Parking Permits to Tenant during the second (2nd) or any subsequent month of the Term if and to the extent that Tenant does not purchase such monthly Parking Permits during the first (1st) month and each subsequent month

of the Term; provided, however, that upon not less than sixty (60) days' notice from Tenant to Landlord, Landlord shall make available for purchase by Tenant such number of Parking Spaces as Tenant is entitled to purchase hereunder and which are not then being used by Tenant. Landlord reserves the right to institute either a valet parking system or a self parking system. Tenant and its employees shall observe reasonable precautions in the use of the Garage and shall at all times abide by all rules and regulations governing the use of the Garage promulgated by Landlord or the Garage Operator. The Garage will remain open on Monday through Friday (excluding Holidays) and during the Building Hours. Landlord reserves the right to close the Garage during periods of unusually inclement weather or for repairs. At all times when the Garage is closed, monthly permit holders shall be afforded access to the Garage by means of a magnetic card or other procedure provided by Landlord or the Garage Operator at its sole cost; provided, however, that the cost of any additional or replacement access card(s) shall be borne by Tenant in the amount of Twenty Dollars (\$20.00) for each such additional or replacement access card requested by Tenant, which amount is subject to increase from time to time based upon charges for such access cards in comparable buildings in Arlington, Virginia. Landlord does not assume any responsibility and shall not be held liable for any damage or loss to any automobile or personal property in or about the Garage or for any injury sustained by any person in or about the Garage. Landlord reserves the right to modify in any way Landlord deems appropriate the manner in which the Garage is accessed during the Term. Tenant shall not use the Garage for the overnight storage or repair of vehicles.

(2) Subject to the limitations imposed thereon from time to time by Landlord and/or the Garage Operator, Tenant's customers and visitors shall have the right to use available spaces in the Garage for the purpose of parking their vehicles therein while visiting the Premises. Tenant's customers and visitors shall pay the then current hourly parking fees established by Landlord and/or the Garage Operator, as adjusted from time to time, for the privilege of using the Garage. The foregoing shall in no way be construed to impose upon Landlord any obligation to provide customer parking for Tenant.

(3) Landlord's granting of parking rights hereunder does not create a bailment between the parties, it being expressly agreed that the only relationship created between Landlord and Tenant hereby is that of right grantor and right grantee. All motor vehicles (including all contents thereof) shall be in the Garage at the sole risk of their owners and Tenant, and Landlord is not responsible for the protection and security of such vehicles. Neither Landlord nor any agent, employee or contractor of Landlord shall have any liability for any property damage or personal injury arising out of or in connection with said motor vehicles, and Tenant shall indemnify and hold Landlord and any agent, employee or contractor of Landlord harmless from and against all demands, claims, damages, costs, expenses, liabilities, or causes of action arising out of or connected with use of the Garage by Tenant or by any of Tenant's employees, agents, invitees, guests, assignees, subtenants, contractors or visitors (collectively, "Tenant's Invitees"), or any acts or omissions arising out of or in connection with said motor vehicles.

(4) In its use of the Garage, Tenant will follow all terms of all applicable rules and regulations enacted by Landlord with respect to the Garage, and will cause Tenant's Invitees to do the same. Any violation of said applicable rules and regulations or failure by Tenant to pay parking fees will constitute a Default hereunder. Upon any such Default, in addition to

Landlord's other rights and remedies, Landlord may terminate Tenant's rights to lease parking spaces in the Garage in accordance with the terms of Section 34.01. above.

(5) If: (i) all or a portion of the Garage is damaged by fire or other casualty or taken by power of eminent domain or purchased in lieu thereof by any governmental authority, (ii) the insurance proceeds payable as a result of a casualty to the Garage are applied to a Mortgage, or (iii) there is any material uninsured loss to the Garage, Landlord may terminate Tenant's right to lease spaces in the Garage in accordance with the terms of Section 34.01.(1) above. If Landlord does not so elect to terminate such rights of Tenant pursuant to the foregoing provisions of this Section 34.01., then Landlord will either (a) proceed to restore the Garage (and Landlord shall have no obligation to provide any alternative parking while such restoration is being performed), or (b) not restore the Garage, but provide Tenant, at Tenant's sole cost and expense, with alternate parking throughout the remainder of the Term (if such alternative parking is reasonably available under the circumstances).

34.02. Rates: Landlord reserves the right for itself or the operator of the Garage (if any) to establish rates and fees for the use of the Garage and to establish and modify or amend rules and regulations governing the use of such parking areas. The charge for each such unreserved Parking Permit shall be the prevailing rate charged from time to time by Landlord or the Garage Operator, which rate as of the date hereof is One Hundred Fifty Dollars (\$150.00) per month per Parking Permit and which rate is subject to increase from time to time throughout the Term hereof in Landlord's or the Garage Operator's sole discretion. Landlord shall have the right to revoke a user's parking privileges in the event such user fails to abide by the rules and regulations governing the use of such parking areas. Tenant shall be prohibited from using the Garage for purposes other than for parking registered vehicles.

34.03. No Transfers: Tenant shall not assign, sublet or transfer any Parking Permits. Any attempted assignment, sublet, or transfer shall be void.

ARTICLE 35. SECURITY DEPOSIT.

35.01. Amount and Uses: Landlord acknowledges receipt from Tenant of the Security Deposit in the form of an unconditional, irrevocable letter of credit issued by Branch Banking and Trust Company ("BB&T") or such other financial institution that is acceptable to Landlord in its sole discretion (the "Letter of Credit"), which Letter of Credit shall be held by Landlord in accordance with this Article 35 as security for the payment of all Rent payable by Tenant and for the faithful performance by Tenant of all other obligations of Tenant under this Lease. Notwithstanding the foregoing, unless there has been an occurrence of a Default by Tenant under this Lease, an occurrence of a monetary default by Tenant under this Lease, or there exists any circumstance which with the giving of notice or the passage of time would constitute a Default by Tenant under this Lease, the Security Deposit shall be reduced (i) to One Hundred Ninety-Four Thousand Two Hundred Thirty-Nine and 50/100 Dollars (\$194,239.50) after the expiration of the fourth (4th) Lease Year, (ii) to One Hundred Sixty-Six Thousand Four Hundred Ninety-One Dollars (\$166,491.00) after the expiration of the fifth (5th) Lease Year, (iii) to One Hundred Thirty-Eight Thousand Seven Hundred Forty-Two and 50/100 Dollars (\$138,742.50) after the expiration of the sixth (6th) Lease Year, and (iv) to One Hundred Ten Thousand Nine Hundred

Ninety-Four Dollars (\$110,994.00) after the expiration of the seventh (7th) Lease Year, except that there shall be no such reduction if there has been an occurrence of a Default by Tenant under this Lease, an occurrence of a monetary default under this Lease, or there exists any circumstance which with the giving of notice or the passage of time would constitute a Default by Tenant under this Lease (unless such circumstance is cured within any applicable cure period set forth in this Lease). The required amount of the Security Deposit after the end of the seventh (7th) Lease Year shall remain as the amount of the Security Deposit for the remainder of the Term hereof. Said Security Deposit shall be released to Tenant after the termination of this Lease (or any renewal thereof), provided Tenant shall have made all such payments and performed all such obligations hereunder. If at any time the Security Deposit is in the form of cash, Landlord shall not be required to maintain the Security Deposit in a separate account. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without the consent of Landlord, and any such act shall be void. Landlord may, at Landlord's option, appropriate and apply the entire Security Deposit, or so much thereof as Landlord believes may be necessary, to compensate Landlord for the payment of any past-due Rent and for loss or damage sustained by Landlord due to any Default. In the event Landlord appropriates or applies the Security Deposit in such a manner, Tenant, within five (5) days after notice thereof, shall pay to Landlord an amount sufficient to restore the Security Deposit to the original sum deposited or, if the amount of the Security Deposit has been increased in connection with an expansion of the Premises or otherwise, then Tenant shall pay to Landlord an amount sufficient to restore the Security Deposit to the amount then required as the Security Deposit hereunder. Tenant's failure to restore any such deficiency shall constitute a Default hereunder. In the event of bankruptcy or other debtor-creditor proceedings by or against Tenant, the Security Deposit shall be applied first to the payment of Rent due Landlord for all periods prior to the filing of such proceedings.

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

35.03. Survival: The respective rights and obligations of Landlord and Tenant under this Article 35 shall survive the expiration or earlier termination of this Lease.

35.04. Letter of Credit: The Letter of Credit shall be maintained throughout the Term and any renewals thereof, if any, in accordance with all of the requirements hereinafter set forth. Any Letter of Credit delivered to Landlord by Tenant shall be an unconditional, irrevocable letter of credit in a form that is acceptable to Landlord in its sole discretion and which was issued by BB&T or such other financial institution acceptable to Landlord in its sole discretion and shall be capable of being drawn upon in the Washington, D.C. metropolitan area or New York, New

York. Said Letter of Credit shall be issued by a commercial bank (1) that is chartered under the laws of the United States or any State thereof and which is insured by the Federal Deposit Insurance Corporation or by any U.S. branch of a foreign bank licensed to do business in the United States; (2) whose long-term, unsecured and unsubordinated debt obligations are rated in the highest category by at least two of Fitch Ratings Ltd. ("Fitch"), Moody's Investors Service, Inc. (Moody's) and Standard & Poor's Ratings Services ("S&P") or their respective successors (the "Rating Agencies") (which shall mean AAA from Fitch, AAA from Moody's and AAA from Standard & Poor's); and (3) which has a short-term deposit rating in the highest category from at least two Rating Agencies (which shall mean F1 from Fitch, P-1 from Moody's and A-1 from S&P) (collectively, the "Letter of Credit Issuer Requirements"). During the Term and any renewals thereof, if any, if (a) the issuer of the Letter of Credit at any time fails to satisfy any one or more of the Letter of Credit Issuer Requirements, or (b) the issuer of the Letter of Credit is insolvent or is placed into receivership or conservatorship, or is closed for any reason, by the Federal Deposit Insurance Corporation, or any successor or similar governmental entity, or (c) a trustee, receiver or liquidator is appointed for the issuer of the Letter of Credit, or (d) the issuer of the Letter of Credit is no longer deemed to be a "well capitalized" depository institution for purposes of the prompt corrective action provisions of the Federal Deposit Insurance Act and the regulations promulgated thereunder, then, in any of such events, Tenant shall, within ten (10) days of the occurrence of any event described in any of the immediately preceding clauses (a) through (d) (each such occurrence being hereinafter referred to as an "L/C Issuer Requirements Failure"), deliver a substitute Letter of Credit from an issuer that satisfies the Letter of Credit Issuer Requirements and that also complies in all respects with the criteria set forth in this Section 35.04. Tenant's failure to obtain a substitute Letter of Credit within the later of (A) three (3) business days following Landlord's written demand therefor or (B) ten (10) days following the occurrence of an L/C Issuer Requirements Failure shall constitute a Default hereunder (as to which no cure period shall be applicable) entitling Landlord (i) to draw upon the Letter of Credit then in effect without the necessity of any other monetary or other default hereunder by Tenant, in which event the proceeds thereof shall be held by Landlord, and (ii) to exercise all of Landlord's remedies set forth in this Lease with respect to a Default by Tenant.

Said Letter of Credit shall provide that it shall expire on the sixtieth (60th) day following the date of expiration of the Term of this Lease and shall be transferable by Landlord, without any fee or other cost to Landlord, to any purchaser or transferee of Landlord's interest in the Building or the Land. At Tenant's option, said Letter of Credit shall have a term equal to the period expiring on the first anniversary of the date of issuance thereof, in which event Tenant covenants that a renewal of said Letter of Credit shall be delivered to Landlord by that date which is thirty (30) days prior to the expiration date thereof, and thereafter a renewal of the Letter of Credit shall be delivered to Landlord by Tenant by that date which is thirty (30) days prior to each succeeding anniversary of the original expiration date of the Letter of Credit. If Tenant fails to so renew and deliver said Letter of Credit to Landlord by the thirtieth (30th) day preceding each said expiration date, such failure shall constitute a Default hereunder (as to which no cure period shall be applicable) and Landlord may draw upon the Letter of Credit then in effect without the necessity of any other monetary or other default hereunder by Tenant, in which event the proceeds thereof shall be held by Landlord. Said Letter of Credit shall provide that Landlord shall be permitted to draw on same on multiple occasions following the occurrence of a Default by Tenant under this Lease; provided, however, that in the event that said Letter of Credit would expire during the pendency of any litigation to resolve whether such Default has

occurred, Landlord may draw upon said Letter of Credit prior to the expiration thereof. In the event that Landlord draws upon the Letter of Credit after a Default by Tenant as aforesaid, Landlord shall use, apply or retain all or any portion of the proceeds thereof for (i) the payment of any Rent or any other sums as to which Tenant is in default, (ii) the payment of any amount which Landlord may spend or become obligated to spend to repair damage to the Premises or the Building for which repairs Tenant is liable hereunder, or (iii) compensation to Landlord for any losses which Landlord is entitled to recover hereunder by reason of Tenant's Default, including any damage or deficiency arising in connection with the reletting of the Premises and all associated reasonable legal fees. In the event that the Letter of Credit is drawn upon by Landlord for failure of Tenant to renew said Letter of Credit as aforesaid, the proceeds thereof shall be held by Landlord in accordance with the provisions respecting the Security Deposit under this Section 35.04. The use, application or retention of the proceeds of the Letter of Credit, or any portion thereof, by Landlord shall not prevent Landlord from exercising any other right or remedy provided by this Lease or by law, and shall not limit any recovery to which Landlord may otherwise be entitled.

ARTICLE 36. HAZARDOUS MATERIALS.

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

36.02. General Prohibition: Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled or disposed of on, in under or about the Premises, the Building, or the Land (hereinafter referred to collectively as the "Property") by Tenant or Tenant's Invitees. Tenant shall indemnify, defend and hold harmless Landlord, Landlord's managing agent and all Mortgagees from and against any and all actions (including remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including attorneys', consultants', and experts' fees, court costs and amount paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from a breach of this prohibition by Tenant or Tenant's Invitees.

36.03. Notice: In the event that Hazardous Materials are discovered upon, in, or under the Property, and any governmental agency or entity having jurisdiction over the Property requires the removal or other treatment of such Hazardous Materials, Tenant shall be responsible for the removal or other treatment of those Hazardous Materials arising out of or related to the

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

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

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

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

ARTICLE 37.
[INTENTIONALLY OMITTED.]

ARTICLE 38.
NO RECORDATION.

Tenant shall not record or attempt to record this Lease or any memorandum hereof in any public records without the approval of Landlord. In the event that Landlord grants its approval to record this Lease or a memorandum hereof, Tenant shall pay all recordation fees, taxes and charges in connection with such recordation.

ARTICLE 39.
SIGNS.

Landlord will, at Landlord's cost, list Tenant's name in the Building directory, and provide Building standard signage on one suite entry door of the Premises. No other sign, advertisement or notice shall be inscribed, painted, affixed or otherwise displayed on any part of the exterior or interior of the Building (including windows and doors) without the approval of Landlord. If any such item that has not been approved by Landlord is so displayed, then Landlord shall have the right to remove such item at Tenant's expense or to require Tenant to do the same. Landlord reserves the right to install and display signs, advertisements and notices on any part of the exterior or interior of the Building. Notwithstanding the foregoing, provided that at all times Tenant is not in default under this Lease and Tenant is leasing and occupying at least twelve thousand (12,000) square feet of rentable area in the Building, Tenant shall have the non-exclusive right to install and maintain one (1) sign at the location set forth in Exhibit H attached hereto and made a part hereof ("Tenant's Signage"); provided, however, that such Tenant's Signage shall (a) be of a type, style, size, color and method of fabrication approved by Landlord in its sole and absolute discretion and (b) comply with all applicable Laws regarding type, size, style, color and location, including, but not limited to, Laws promulgated by Arlington County, Virginia. Any such Tenant's Signage shall be installed, repaired and maintained in compliance with all applicable Laws and at Tenant's sole cost and expense. Landlord shall remove Tenant's Signage, at Tenant's sole cost, prior to the earlier of (A) the expiration of the Term of this Lease, or (B) the thirtieth (30th) day following the termination of Tenant's right to possession of the Premises or Tenant's right to maintain Tenant's Signage under this Article 39, as applicable. Tenant shall repair any damage to the Building caused by the installation or removal of Tenant's Signage, all at Tenant's sole cost and expense.

ARTICLE 40.
OPTION TO EXTEND

Provided that International Communications Associates, Inc., a Virginia corporation d/b/a ICA Language Services ("ICA") is not then in default (or if ICA is then in default, then provided that ICA cures same within any applicable notice and cure period set forth in this Lease) and there has not been a monetary Default during the Term, in each case both at the time of exercise of the Renewal Option, as hereinafter defined, and at the commencement of the Renewal Period, as hereinafter defined, and is then leasing and occupying at least eighty-five percent (85%) of the Premises at the time of exercise of the Renewal Option and at the time of the commencement of

the Renewal Period, ICA shall have one (1) option (the "Renewal Option") to extend the Term of this Lease for an additional five (5) year period (the "Renewal Period") after the expiration of the initial Term. The Renewal Option shall be exercisable only by written notice given by ICA to Landlord not later than twelve (12) months, nor earlier than fifteen (15) months, prior to the expiration of the initial Term. In the event that ICA does not timely exercise its Renewal Option, the Renewal Option shall be null and void and of no further force or effect, time being of the essence in the exercise of the Renewal Option and it being acknowledged and agreed by ICA that Landlord shall be entitled to rely on any failure by ICA to give written notice of its exercise of its Renewal Option by the date set forth herein for such exercise thereof.

All terms and conditions of this Lease shall be applicable during the Renewal Period except that the amount of Base Rent charged for the Renewal Period shall be the then "Prevailing Market Rent", which shall be the rent for comparable office space in comparable buildings in the Rosslyn submarket of Virginia, taking into account such market concessions, if any, as are then being offered by landlords of comparable buildings with respect to comparable office space leased to tenants, including the existence or nonexistence of any rent abatement, the amount of any tenant improvement allowance and the amount of any brokerage commissions paid by Landlord in connection with the Renewal Period. If within thirty (30) days following delivery of ICA's notice, Landlord and ICA have not mutually agreed on the Prevailing Market Rent for the Renewal Period, then within thirty (30) days after the expiration of such thirty-day period, each party shall give written notice to the other setting forth the name and address of a Broker (as hereinafter defined) selected by such party who has agreed to act in such capacity, to determine the Prevailing Market Rent. If either party shall fail to select a Broker as aforesaid, the Prevailing Market Rent shall be determined by the Broker selected by the other party. Each Broker shall thereupon independently make his determination of the Prevailing Market Rent within twenty (20) days after the appointment of the second Broker. If the two Brokers' determinations are not the same, but the higher of such two values is not more than one hundred five percent (105%) of the lower of them, then the Prevailing Market Rent shall be deemed to be the average of the two values. If the higher of such two values is more than one hundred five percent (105%) of the lower of them, then the two Brokers shall jointly appoint a third Broker within ten (10) days after the second of the two determinations described above has been rendered. The third Broker shall independently make his determination of the Prevailing Market Rent within twenty (20) days after his appointment. The highest and the lowest determinations of value among the three Brokers shall be disregarded and the remaining determination shall be deemed to be the Prevailing Market Rent.

For the purposes of this Article 40, "Broker" shall mean a real estate broker or salesperson licensed in the Commonwealth of Virginia, who has been regularly engaged in such capacity in the business of commercial office leasing in the Commonwealth of Virginia for at least ten (10) years immediately preceding such person's appointment hereunder. Each party shall pay for the cost of its Broker and one-half of the cost of the third Broker.

Within thirty (30) days (subject to written extension by Landlord) after Landlord delivers an amendment to ICA which sets forth the terms as to the Renewal Period but does not otherwise modify any of the then existing terms of this Lease, Landlord and ICA shall execute such amendment to this Lease. If ICA shall fail to execute said amendment within such thirty (30) day period (as the same may be extended as aforesaid), then Landlord shall have the right, at

Landlord's option exercisable by written notice to ICA: (a) to cancel the exercise by ICA of ICA's option and to offer to lease and to lease the Premises to others upon such terms and conditions as shall be acceptable to Landlord, or (b) to not cancel the exercise by ICA of ICA's option, in which case ICA shall remain bound by the exercise thereof.

ARTICLE 41. RIGHT OF FIRST REFUSAL

41.01. Right of First Refusal Space: Provided that ICA is not then in default (or, if ICA is then in default, then provided it cures same within the applicable notice and cure periods set forth in this Lease), and there has not been a monetary Default during the Term, in each case both at the time of Landlord's ROFR Offer (as hereinafter defined), and at the time of the commencement of the Term as to the Right of First Refusal Space (as hereinafter defined), and is then leasing the entire Premises at the time of Landlord's ROFR Offer, and at the time of the commencement of the term as to the Right of First Refusal Space, then ICA shall have a one-time right to receive from Landlord at any time commencing on the effective date hereof and ending on December 31, 2016, notice from Landlord ("Landlord's ROFR Offer") that Landlord has received a bona fide offer from any person or entity to lease that certain space on the twelfth (12th) floor of the Building comprising approximately two thousand six hundred fifty-two (2,652) square feet of rentable area as shown on Exhibit A-1 attached hereto and made a part hereof (the "Right of First Refusal Space"). Landlord's ROFR Offer shall include an offer to lease the Right of First Refusal Space to ICA at the same terms and conditions as apply to the existing Premises (including, but not limited to, the same then escalated rate of Base Rent per square foot with respect to the Premises), except that such offer shall include (A) an additional allowance in an amount equal to Twenty-Five Thousand Dollars (\$25,000.00) for the performance of improvements to the Common Areas on the twelfth (12th) floor of the Building, and (B) an additional Tenant Allowance in an amount equal to the product of (i) Eighty Dollars (\$80.00) multiplied by (ii) the number of rentable square feet comprising the Right of First Refusal Space, and (C) a rental abatement with respect to the Right of First Refusal Space for a period commencing on the effective date with respect to the Right of First Refusal Space and continuing for a period of fifteen (15) months thereafter.

41.02. Notice; Exercise: ICA shall, within ten (10) business days after the date on which Landlord gives Landlord's ROFR Offer, give to Landlord written notice of ICA's election to (a) lease the Right of First Refusal Space; or (b) not lease the Right First Refusal Space. If ICA shall fail to exercise its option to lease the Right of First Refusal Space within said ten (10) business days after the date on which Landlord's ROFR Offer is so given by Landlord, then Tenant's right to lease the Right of First Refusal Space pursuant to this Article 41 shall be null and void and of no further force or effect, Tenant's right hereunder to lease the Right of First Refusal Space being a one-time right, and Landlord shall be free to offer to lease and to lease such Right of First Refusal Space to others on such terms and conditions as are acceptable to Landlord in Landlord's sole and absolute discretion (it being agreed that time shall be of the essence in ICA's delivery of the aforesaid notice to Landlord and that, if such written notice is not so delivered within the time aforesaid, Landlord will rely to its detriment on ICA failure to give such written notice).

41.03. Execution of Lease Amendment: Within thirty (30) days (subject to written extension by Landlord) after the date Landlord delivers an amendment to ICA which sets forth the terms as to the Right of First Refusal Space but does not otherwise modify any of the then existing terms of this Lease, Landlord and ICA shall execute such amendment to this Lease. If ICA shall fail to execute said amendment to this Lease for the Right of First Refusal Space within such thirty (30) day period (as the same may be extended as aforesaid), then Landlord shall have the right, at Landlord's option exercisable by written notice to ICA: (a) to cancel the exercise by ICA of ICA's option and to offer to lease and to lease such Right of First Refusal Space to others upon such terms and conditions as shall be acceptable to Landlord, and to hold ICA liable for any damages to Landlord from such cancellation, or (b) to not cancel the exercise by ICA of ICA's option, in which case ICA shall remain bound by the exercise thereof.

41.04. Miscellaneous Provisions: Nothing set forth in this Article 41 shall be construed to give ICA a superior right to lease any Right of First Refusal Space or any other space in the Building that is leased to another tenant or that is subject to the rights of other tenants in the Building existing as of the date hereof. Any lease of the Right of First Refusal Space entered into pursuant to the terms of this Article 41 shall be effective upon the date of the amendment to this Lease and the term thereof and the obligation to pay rental thereunder shall commence upon the date determined pursuant to the provisions of Landlord's ROFR Offer, as set forth in such amendment. During the period that any Landlord's ROFR Offer is outstanding, Landlord may proceed with negotiations with prospective tenants other than ICA with respect to any or all of the Right of First Refusal Space, provided that Landlord may only enter into leases with respect to any such Right of First Refusal Space upon complying with all of the terms and conditions regarding ICA's right of first refusal, as set forth in this Article 41. ICA may only take the Right of First Refusal Space hereunder in whole but not in part.

ARTICLE 42. RIGHT OF FIRST OFFER

42.01. Available Space. Provided that ICA is not then in default (or if ICA is then in default, such default is cured within any applicable cure period set forth in this Lease) and there has not been a monetary Default during the Term, in each case both at the time of Landlord's Offer, as hereinafter defined, and at the time of the commencement of the Term as to the Available Space, as hereinafter defined, and is then leasing and occupying at least eighty-five percent (85%) of the Premises at the time of Landlord's Offer and at the time of the commencement of the term as to the Available Space, and provided further that the right and option of ICA hereinafter granted shall be subject and subordinate to the right(s) and option(s) already existing as of the date hereof for any tenant(s) in the Building as to said Available Space, then solely during the period commencing on January 1, 2017 and ending on the last day of the one hundred twenty-sixth (126th) month following the Lease Commencement Date, ICA shall have a continuing right to receive from Landlord, an offer to lease the Available Space to ICA on the terms set forth in Landlord's Offer, which offer shall be accepted or rejected at ICA's option. "Available Space" means only that certain office space located on the twelfth (12) Floor of the Building and shown on Exhibit G attached to this Lease, as said space may become available for lease after Landlord leases the Available Space to another tenant but prior to Landlord leasing it to a subsequent tenant. The Available Space shall be offered to and accepted (if at all) by ICA on the terms and conditions set forth in Landlord's offer to ICA as to such Available Space

(“Landlord’s Offer”); provided, however, that the Base Rent set forth in Landlord’s Offer shall be the then Prevailing Market Rent (as defined in Section 40 hereof) as determined by Landlord in good faith, including the taking into account any market concessions in the manner described in said Section 40.

42.02. Notice; Exercise. ICA shall give to Landlord written notice of ICA’s exercise of its option to so lease the Available Space within fifteen (15) business days after the date on which Landlord gives Landlord’s Offer to ICA. If ICA shall fail to exercise its option to lease the Available Space within said fifteen (15) business days after the date on which Landlord’s Offer is so given by Landlord, then Landlord shall be free to offer to lease and to lease such Available Space to others and ICA’s right to lease said Available Space shall be void and of no force or effect until such time as said Available Space may become available for lease after said Available Space is leased to another tenant, and Landlord may lease said Available Space to others upon such terms and for such periods as shall be acceptable to Landlord (it being agreed that time shall be of the essence in ICA’s delivery of the aforesaid notice to Landlord and that, if such written notice is not so delivered within the time aforesaid, Landlord will rely to its detriment on ICA’s failure to give such written notice); provided, however, that if a lease agreement with a third party for the Available Space has not been executed on or before the last day of the sixth (6th) month following the date of Landlord’s Offer, then prior to leasing the Available Space to another tenant, and subject to the terms of this Article 42, Landlord shall reoffer the Available Space to ICA and ICA shall have fifteen (15) business days after such Landlord’s Offer to accept or reject such Landlord’s Offer in accordance with the terms and conditions of this Article 42.

42.03. Execution of Lease Amendment. Within thirty (30) days (subject to written extension by Landlord) after the date Landlord delivers an amendment to ICA which sets forth the terms as to the Available Space but does not otherwise modify any of the then existing terms of this Lease, Landlord and ICA shall execute such amendment to this Lease. If ICA shall fail to execute said Lease amendment for the Available Space within such thirty (30) day period (as the same may be extended as aforesaid), then Landlord shall have the right, at Landlord’s option exercisable by written notice to ICA: (a) to cancel the exercise by ICA of ICA’s option and to offer to lease and to lease such Available Space to others upon such terms and conditions as shall be acceptable to Landlord, and to hold ICA liable for any damages to Landlord from such cancellation, or (b) to not cancel the exercise by ICA of ICA’s option, in which case ICA shall remain bound by the exercise thereof.

42.04. Miscellaneous Provisions. Nothing set forth in this Article 42 shall be construed to give ICA a superior right to lease any Available Space or any other space in the Building that is leased to another tenant and that is subject to any written option on the part of such other tenant to renew or extend the term thereof or that Landlord and the tenant of such space agree to renew or extend the term thereof. Any lease of Available Space entered into pursuant to the terms of this Article 42 shall be effective upon the date of the amendment to this Lease and the term thereof and the obligation to pay rental thereunder shall commence upon the date determined pursuant to the provisions of Landlord’s Offer, as set forth in such amendment or new Lease. During the period that any Landlord’s Offer is outstanding, Landlord may proceed with negotiations with prospective tenants other than ICA with respect to any or all of the Available Space in question, provided that Landlord may only enter into leases with respect to

any such Available Space upon complying with all of the terms and conditions regarding ICA's right of first offer, as set forth in this Article 42. ICA may only take Available Space hereunder in whole but not in part.

ARTICLE 43. TENANT'S TERMINATION OPTION

Notwithstanding anything in this Lease to the contrary, subject to the terms and conditions of this Article 43, ICA shall have the right, exercisable at ICA's sole option, to terminate this Lease, said right of ICA to be exercisable by giving written notice thereof (the "Termination Notice") to Landlord, which Termination Notice shall set forth a date of termination (the "Termination Date") which is specified to be the first day of the one hundred third (103rd) full month following the Lease Commencement Date, and which notice shall be given, if at all, not later than twelve (12) months prior to the Termination Date specified in the Termination Notice. In the event that ICA exercises its termination option hereunder, this Lease shall continue in full force and effect until the Termination Date, whereupon Tenant shall surrender possession of the Premises in accordance with the provisions of this Lease, this Lease shall terminate with respect to the Premises as if the Termination Date were the Lease Expiration Date set forth herein, and all Additional Rent shall be prorated as of the Termination Date, and neither party shall have any obligations hereunder accruing after the Termination Date. Tenant's right hereunder to terminate this Lease shall be exercisable only if (1) Tenant is not then in default under this Lease (or if Tenant is then in default, then provided that Tenant cures same within any applicable notice and cure period set forth in this Lease), and (2) Tenant pays to Landlord, contemporaneously with the giving of its Termination Notice, an amount equal to the then unamortized portion of the sum of (a) the Tenant Allowance (as defined in Exhibit C), (b) brokerage commissions incurred by Landlord with respect to this Lease and any amendments hereto, and (c) all legal fees incurred by Landlord with respect to the negotiation and documentation of this Lease and any amendments hereto, (d) all other charges incurred by Landlord in connection with the lease of the Premises, and (e) compounded interest imputed on the amounts set forth in clauses (a) through (d) of this Article 43 at the rate of eight percent (8%) per annum (the items set forth in clauses (a) through (e) of this Article 43 being hereinafter collectively referred to as the "Termination Expenses"), as originally constituted and as the same may hereafter be expanded pursuant to this Lease. The Termination Expenses payable by Tenant to Landlord pursuant to the immediately preceding sentence shall be in addition to the Rent coming due between the date of the Termination Notice and the Termination Date.

[Signatures appear on the following page.]

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

WITNESS:

By: Kate Reeter

LANDLORD:

ART PROPERTY ASSOCIATES, LLC, a
Delaware limited liability company

By: _____
Name: Timothy Helwig
Its: Vice President

ATTEST:

[Corporate Seal]

By: Donna Y. Michael
Name: Donna Y. Michael
Its: Controller

TENANT:

INTERNATIONAL COMMUNICATIONS
ASSOCIATES, INC., a Virginia corporation
D/B/A ICA LANGUAGE SERVICES

Tax Identification Number: 33-1019021

By: Alexandria R. Casey
Name: Alexandria R. Casey
Its: President/CEO

EXHIBIT A

Premises Plan Showing Location on Twelfth Floor

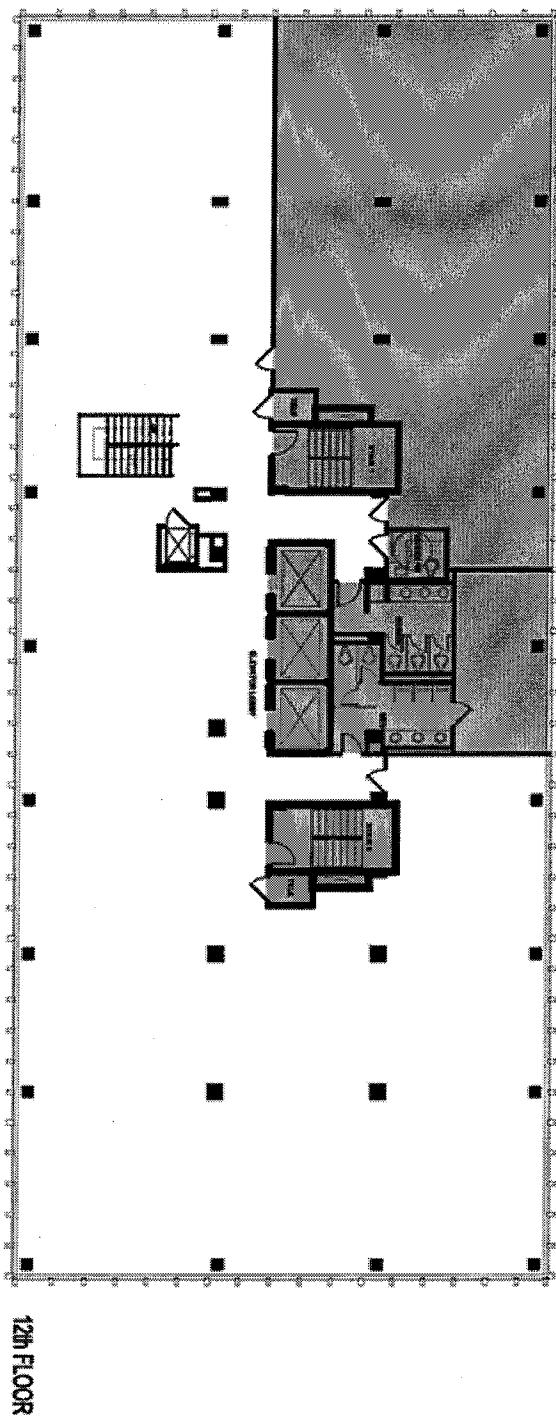
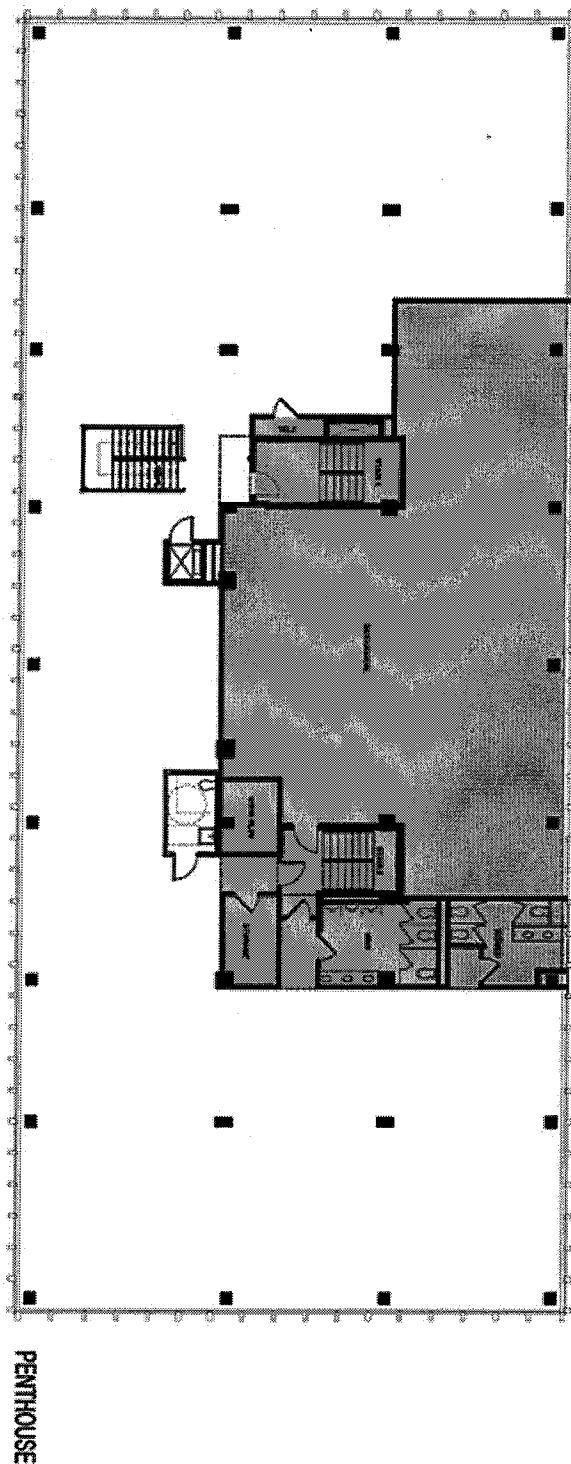


EXHIBIT A-1

Premises Plan Showing Location on Penthouse Level



PENTHOUSE

A-1-1

6176/449/511418v9

EXHIBIT B

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

THIS DECLARATION made this _____ day of _____, 20__ is hereby attached to and made a part of the Deed of Lease dated the _____ day of _____, 20__ (the "Lease"), entered into by and between ART PROPERTY ASSOCIATES, LLC, a Delaware limited liability company, as Landlord, and INTERNATIONAL COMMUNICATIONS ASSOCIATES, INC., a Virginia corporation D/B/A ICA LANGUAGE SERVICES, as Tenant. All terms used in this Declaration have the same meaning as they have in the Lease.

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

(ii) As of the date hereof, the Lease is in full force and effect, and Landlord has fulfilled all of its obligations under the Lease required to be fulfilled by Landlord on or prior to said date, including, if applicable, the performance of any work required of Landlord to prepare the Premises for delivery to Tenant;

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

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

WITNESS:

LANDLORD:

ART PROPERTY ASSOCIATES, LLC, a
Delaware limited liability company

By: _____

By: _____

Name: Timothy Helmig
Its: Vice President

[Signatures continue on the following page.]

ATTEST:

[Corporate Seal]

By: _____
Name: _____
Its: _____

TENANT:

INTERNATIONAL COMMUNICATIONS
ASSOCIATES, INC., a Virginia corporation
D/B/A ICA LANGUAGE SERVICES

Tax Identification Number: 33-1019021

By: _____
Name: _____
Its: _____

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

EXHIBIT C

WORK AGREEMENT

THIS WORK AGREEMENT is hereby attached to and made part of the Deed of Lease dated _____, 2015, entered into by and between ART PROPERTY ASSOCIATES, LLC, a Delaware limited liability company, as Landlord, and INTERNATIONAL COMMUNICATIONS ASSOCIATES, INC., a Virginia corporation D/B/A ICA LANGUAGE SERVICES, as Tenant (the "Lease"). All capitalized terms used in this Work Agreement (unless otherwise defined herein) have the same meaning as they have in the Lease.

1. ARCHITECTURAL DESIGN SERVICES.

Tenant shall provide a space plan and completed, finished and detailed architectural drawings and specifications for all work to be provided by Tenant under Paragraph 4 (the "Architectural Drawings and Specifications"), which Architectural Drawings and Specifications shall be completed at Tenant's sole cost and expense, which shall be payable out of the Tenant Allowance (as hereinafter defined) to the extent that funds are available therefrom for such purpose. Any All such Architectural Plans and Specifications shall be provided both in hard copy and in CADD form and are expressly subject to Landlord's review and approval.

2. ENGINEERING DESIGN SERVICES.

Tenant, at Tenant's sole cost and expense, which shall be payable out of the Tenant Allowance (as hereinafter defined) to the extent that funds are available therefrom for that purpose, shall provide the design services of a licensed professional engineer, to prepare complete mechanical and electrical plans and specifications, as necessary for Tenant's Work (as hereinafter defined) to be performed pursuant to Paragraph 3 (the "Engineering Plans and Specifications"). Any and all such Engineering Plans and Specifications shall be provided both in hard copy and in CADD form and are expressly subject to Landlord's review and approval.

3. TENANT'S WORK.

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

In the performance of Tenant's Work, Tenant shall comply with all of the requirements set forth in Article 8 of the Lease concerning Alterations.

Tenant shall pay to Landlord a coordination fee in an amount equal to two percent (2%) of the cost of Tenant's Work (the "Coordination Fee"), which Coordination Fee shall be deducted from

the Tenant Allowance to the extent that funds are available therefrom for such purpose or otherwise paid directly by Tenant to Landlord upon the substantial completion of Tenant's Work.

4. TENANT ALLOWANCE.

Landlord shall make available for the performance of Tenant's Work, and for the other purposes hereinafter specified, an allowance (the "Tenant Allowance") in an amount equal to the product of (i) Eighty Dollars (\$80.00) multiplied by (ii) the number of rentable square feet comprising the Premises. Tenant shall perform Tenant's Work and shall pay directly to its general contractor and other service providers and vendors the cost of performing all improvements shown and contemplated by the Tenant's Plans, including the cost of all permits and governmental inspections, all architectural, design and engineering fees, furniture, fixtures, equipment, cabling, direct moving costs, the preparation and delivery to Landlord of the As-Built Plans, as provided in Paragraph 3, and the Coordination Fee, all of which costs shall be payable out of the Tenant Allowance to the extent that the Tenant Allowance is sufficient for that purpose, and any excess amount of which costs shall be paid directly by Tenant; provided, however, that Tenant shall have the right to have any unused portion of the Tenant Allowance, if any (the "Unused Portion"), credited towards Base Rent following at least thirty (30) days' notice to Landlord; further provided, that Tenant shall have no right to use any of the Unused Portion which remains unused after the end of the second Lease Year. .

Landlord shall pay the Tenant Allowance to Tenant or to Tenant's general contractor in increments following Landlord's receipt from Tenant of (i) invoices reasonably evidencing work or services performed with respect to the portion of Tenant's Work for which payment of a portion of the Tenant Allowance is being requested, (ii) receipted bills or other evidence that the aforesaid invoices for which payment of a portion of the Tenant Allowance is being requested have been paid in full (if amounts are being reimbursed to Tenant instead of paid directly to Tenant's general contractor), (iii) waivers or releases of liens from each of Tenant's contractors, subcontractors and suppliers in connection with the work performed or materials supplied for which payment of a portion of the Tenant Allowance is being requested as evidenced by the aforesaid invoices and by a written certification (including an AIA certification) executed by Tenant's general contractor, describing in reasonable detail the items of Tenant's Work which is the basis of Tenant's request for payment of the portion of the Tenant Allowance, and (iv) with respect only to the payment of the final ten percent (10%) of the Tenant Allowance, a certified air balancing report and the delivery of the As-Built Plans, each of which payments shall be made within thirty (30) days of Landlord's receipt of a draw request which complies with the requirements of this Paragraph 4 and which is received by Landlord not later than the fifth (5th) day of the month in which such draw request is submitted; provided, however, that Landlord shall have the right to retain ten percent (10%) of the amount of the hard costs of Tenant's Work contained in each such request until completion of Tenant's Work. All of the retained amounts shall be paid to Tenant upon completion of Tenant's Work and satisfaction of the other requirements of this Exhibit C. Notwithstanding the foregoing, in the event that Tenant is retaining amounts which are at least equal to those required by the immediately preceding sentence from Tenant's general contractor and Tenant's payment request reflects such retainage, then Landlord shall not impose an additional retainage upon such payment request. The portion of the Tenant's Work which shall be payable out of the Tenant Allowance shall be an amount equal to the portion of the Tenant's Work which has been completed multiplied by a fraction, the

numerator of which is the amount of the Tenant Allowance and the denominator of which is the total cost of Tenant's Work as set forth in the Tenant's contract with its general contractor for Tenant's Work, including any change orders in determining such total amount of Tenant's Work.

Landlord agrees to reimburse Tenant's architect for a "test fit" in an amount equal to the product of (i) Twelve Cents (\$0.12) multiplied by (ii) the number of rentable square feet comprising the Premises, as reimbursement for Tenant's architectural fees to obtain a space plan. Landlord will pay such test fit allowance directly to Tenant's architect, within thirty (30) days following receipt of a written request from Tenant therefor.

5. CHANGES IN TENANT'S WORK.

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

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

WITNESS:

By: _____

LANDLORD:

ART PROPERTY ASSOCIATES, LLC, a
Delaware limited liability company

By: _____

Name: Timothy Helwig
Its: Vice President

ATTEST:

TENANT:

INTERNATIONAL COMMUNICATIONS
ASSOCIATES, INC., a Virginia corporation
D/B/A ICA LANGUAGE SERVICES

[Corporate Seal]

Tax Identification Number: 33-1019021

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

EXHIBIT C-1
SHELL CONDITION

COMPLETED SHELL DEFINITION / LANDLORD'S WORK

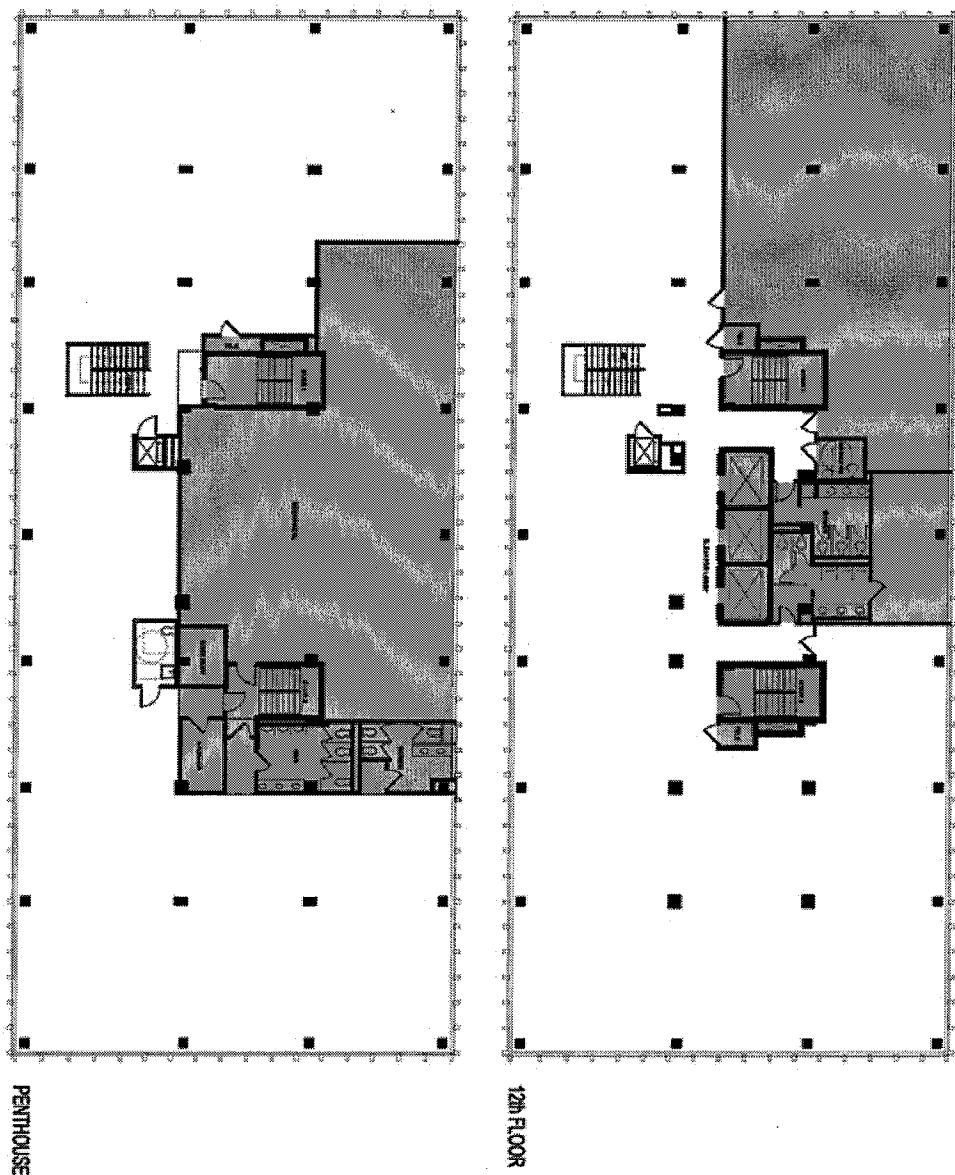
Unless otherwise noted below, Landlord shall provide Tenant with a detailed description of the improvements being made to the Demised Premises in the Lease, including the following:

- a) The HVAC distribution main loop shall be in place, and VAV boxes are in place at a ratio of 1:1,000rsf.
- b) The building incorporates conduit and wire to the electric room located on each floor with electrical distribution panels. The design criteria for the electrical system is 6 watts / RSF (4 watts/SF for convenience power outlets and 2 watts / RSF for high voltage lighting).
- c) Interior surfaces of the exterior walls shall be finished in drywall; taped, speckled and sanded.
- d) The Demised Premises will be completely demolished to Base Building Shell Condition.
- e) The automatic sprinkler system main loop is fully completed and operational.
- f) All building standard restrooms shall meet all ADA requirements based on a standard office design.
- g) All vertical penetrations shall be sealed and fireproofed.
- h) Connection point installed on the floor(s) for fire alarm system in accordance with local code.
- i) Exterior Building Standard window coverings to be furnished and installed by Landlord.

Note: With respect to item a) above, the VAV boxes will be stacked on the floor on the 12th floor portion of the Premises at a ratio of 1:1,000 rsf, and the VAV boxes will be in place on the penthouse level of the Premises at a ratio of 1:1,000 rsf. The HVAC distribution main loop will be in place on both the 12th floor and penthouse portions of the Premises.

EXHIBIT C-2

**PLAN SHOWING LOCATIONS AND FINISH SCHEDULE FOR
COMMON AREA RESTROOMS ON 12TH FLOOR AND PENTHOUSE**



C-2-1

6176/449/511418v9

FINISH SCHEDULE					
TAG	MATERIAL	MANUFACTURER	MODEL NO.	COLOR	NOTES
B1	TILE BASE	CROSSVILLE SHADES	AVANT UPS	HAZE	
T1	CERAMIC FLOOR TILE	CROSSVILLE SHADES	AVANT UPS	HAZE	
T2	CERAMIC WALL TILE	CROSSVILLE SHADES	AVANT HONED	FROST	
G1	GROUT	NAPEI OPTICOLOR	47	CHARCOAL	FLOOR
G2	GROUT	NAPEI OPTICOLOR	77	FROST	WALL
P1	PAINT	BENJAMIN MOORE	OC68	SNOW WHITE	FLAT FINISH
P2	PAINT	BENJAMIN MOORE		SUPER WHITE	DRYWALL CEILING, MATTE FINISH
PL1	PLASTIC LAMINATE	WILSONART LAMINATE	D9A1-60	FASHION GREY	
TR1	METAL TRANSITION	SCHLUTER	RENO RAMP OR REVO-U	SATIN ANODIZED ALUMINUM FINISH	PROVIDE PROFILE SIZE APPROPRIATE TO MATERIALS INSTALLED
TR2	MARBLE THRESHOLD	STONE SOURCE	MARBLE	TO MATCH T2	POLISHED, ADA COMPLIANT BEVELED
SS1	SOLID SURFACE	ZODIAC		ANTIQUE PEARL	3/4" THICK

EXHIBIT D
RULES AND REGULATIONS

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

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

1. The Common Areas shall not be obstructed or encumbered by any tenant or used for any purposes other than ingress and egress to and from the tenant's premises. No tenant shall permit the visit to its premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the Common Areas by other tenants.
2. No awnings or other projections shall be attached to the outside walls of the Building. No drapes, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of a tenant's premises, without the consent of Landlord. Such curtains, blinds, screens and other fixtures shall be of a quality, type, design and color acceptable to Landlord and shall be attached in a manner approved by Landlord.
3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any tenant on any part of the outside or inside of the tenant's premises or in the Building without the consent of Landlord. In the event of any violation of the foregoing by any tenant, Landlord may remove the same without any liability and may charge the expense incurred by such removal to the tenant or tenants responsible for violating this rule. All interior signs on the doors and directory tablet of the Building shall be inscribed, painted or affixed by Landlord at the expense of each tenant, and shall be of a size, color and style acceptable to Landlord.
4. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the Common Areas without the consent of Landlord.
5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. No tenant shall throw anything out of the doors or windows or down any corridors or stairs.
6. There shall be no marking, painting, drilling into or other form of defacing of or damage to any part of a tenant's premises or the Building. No boring, cutting or stringing of wires shall

be permitted. No tenant shall construct, maintain, use or operate within its premises or elsewhere within or on the outside of the Building, any electrical device, wiring or apparatus in connection with a loud speaker system or other sound system. Upon prior approval by Landlord, a tenant may install Muzak or other internal music system within the tenant's premises if the music system cannot be heard outside of the premises.

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

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

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

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

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

12. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in existing locks or the mechanisms thereof. The doors leading to the corridors or main halls shall be kept closed during business hours except as they may be used for ingress and egress. Each tenant shall, upon the termination of its tenancy, return to Landlord all keys used in connection with its premises, including any keys to the premises, to rooms and offices within the premises, to storage rooms and closets, to cabinets and other built-in furniture, and to toilet rooms, whether or not such keys were furnished by Landlord or procured by the tenant, and in the event of the loss of such keys, such tenant shall pay to Landlord the cost of replacing the locks. On termination of a tenant's lease, the tenant shall disclose to Landlord the combination of all locks for safes, safe cabinets and vault doors, if any, remaining in the premises.

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

14. Any person employed by any tenant to do janitorial work within the tenant's premises must obtain Landlord's approval prior to commencing such work, and such person shall comply with all instructions issued by the superintendent of the Building while in the Building. No

tenant shall engage or pay any employees on the tenant's premises or in the Building, except those actually working for such tenant on said premises.

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

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

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

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

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

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

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

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

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

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

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

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

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

28. No smoking shall be permitted in any of the Common Areas of the Building or in the tenant's premises. All cigarettes and related trash shall be disposed of in trash receptacles and not on the sidewalk, parking lot or grass.

EXHIBIT E
RENT PAYMENT INSTRUCTIONS

If you choose to wire your monthly rent payment please follow the instructions below:

Wire Instructions

Bank of America
101 S. Tryon St.
Charlotte, NC 28255
Phone: 704-388-1995

Account Name: Art Property Associates, LLC
Lockbox Account #416724
Routing Number: 026009593
Account Number: 9515551486

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If you choose to send your payment via ACH please follow the instructions below:

ACH Instructions

Bank of America
101 S. Tryon St.
Charlotte, NC 28255
Phone: 704-388-1995

Account Name: Art Property Associates, LLC
Lockbox Account #416724
Routing Number: 011000138
Account Number: 9515551486

LOCKBOX INFORMATION FOR 1501-1515 WILSON BLVD

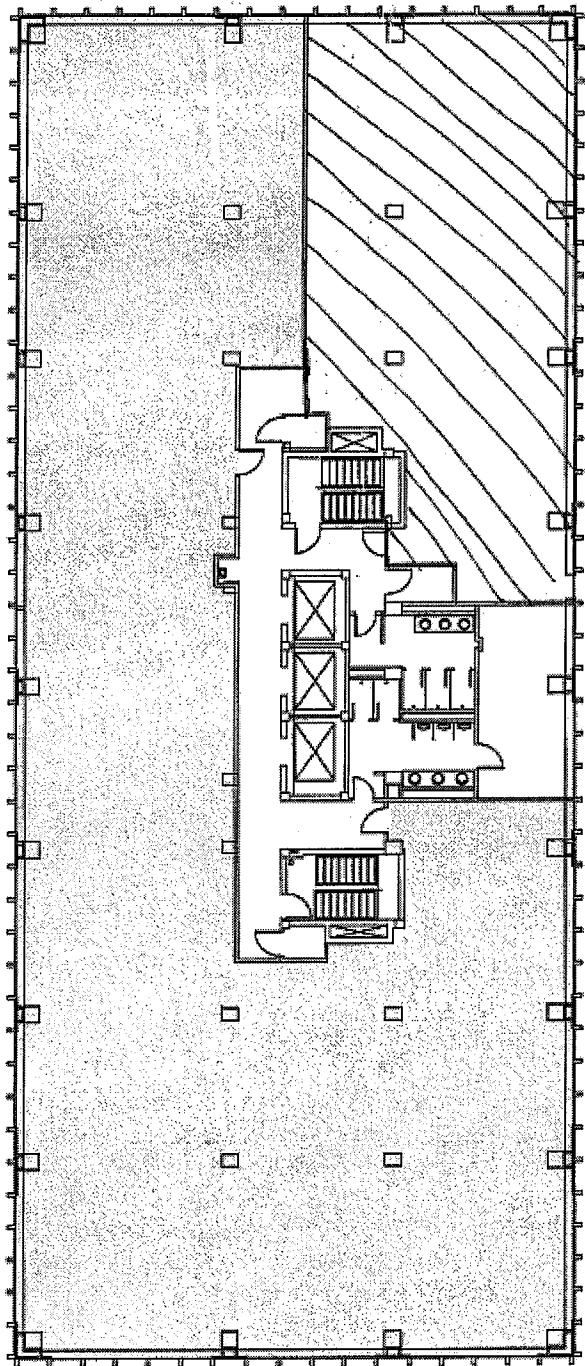
Art Property Associates, LLC
P.O. Box #416724
Boston, MA 02241-6724

OVER NIGHT BOA LOCKBOX:

Bank of America Lockbox Services
416724
MA5-527-02-07
2 Morrissey Blvd
Dorchester, MA 02125

If you have any questions, please contact our Accounts Receivable Department at 212-490-7100.

EXHIBIT F
PLAN SHOWING RIGHT OF FIRST REFUSAL SPACE



F-1

6176/449/511418v9

EXHIBIT G
PLAN SHOWING AVAILABLE SPACE

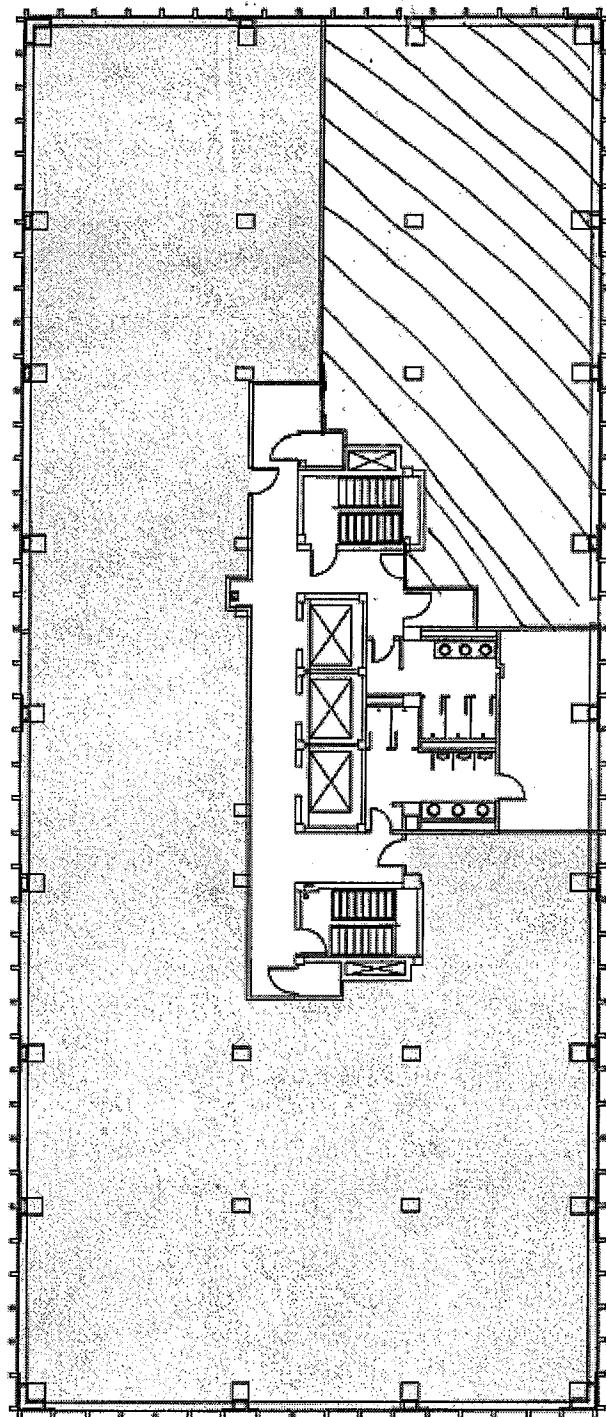


EXHIBIT H
TENANT'S SIGNAGE

