

DEED OF LEASE FOR OFFICE SPACE

BETWEEN

FP STERLING PARK II, LLC,
A VIRGINIA LIMITED LIABILITY COMPANY

AS LANDLORD

AND

SUTRON CORPORATION,
A VIRGINIA CORPORATION

AS TENANT

TABLE OF CONTENTS

SECTION 1. DEFINED TERMS AND DEFINITIONS

- 1.01 "Additional Rent"
- 1.02 "Base Rent"
- 1.03 "Building"
- 1.04 "Common Areas"
- 1.05 "Exhibits"
- 1.06 "Initial Improvements"
- 1.07 "Landlord's Address for Notice"
- 1.08 "Landlord's Agents"
- 1.09 "Lease Year"
- 1.10 "Operating Expenses"
- 1.11 "Permitted Use"
- 1.12 "Premises"
- 1.13 "Project"
- 1.14 "Property"
- 1.15 "Real Estate Taxes"
- 1.16 "Rent"
- 1.17 "Rent Commencement Date"
- 1.18 Intentionally Omitted
- 1.19 Intentionally Omitted

1.20 "Tenant's Address for Notice"
1.21 "Tenant's Agents"
1.22 "Tenant's Share"
1.23 "Tenant's Trade Name"
1.24 "Term"

SECTION 2. GRANT OF PREMISES

2.01 Tenant's Possession and Use of Premises
2.02 Surrender of Premises and Holdover
2.03 Landlord to have access to the Premises
2.04 Delivery of Premises
2.05 Intentionally Omitted
2.06 Tenant Access
2.07 Renewal Options
2.08 Expansion Rights

SECTION 3. RENT

3.01 Payment of Base Rent
3.02 Payment of Janitorial Services
3.03 Payment of Operating Expenses
3.04 Utilities
3.05 Payment of Real Estate Taxes
3.06 Intentionally Omitted
3.07 Partial Occupancy
3.08 Payments Generally
3.09 Audit Rights

ii

SECTION 4. MAINTENANCE AND REPAIRS

4.01 Tenant Repairs
4.02 Landlord Repairs
4.03 Initial Improvements
4.04 Tenant Alterations
4.05 Restoration after Damage by Casualty
4.06 Termination after Damage by Casualty
4.07 Condemnation
4.08 ADA Compliance
4.09 Mold
4.10 Signs

SECTION 5. INSURANCE

5.01 Tenant's Insurance
5.02 Waiver of Subrogation
5.03 Indemnification by Tenant/Landlord
5.04 Landlord's Liability Excluded
5.05 Landlord Exculpation
5.06 Landlord's Insurance

SECTION 6. HAZARDOUS MATERIALS

6.01 Hazardous Materials Defined
6.02 Environmental Compliance
6.03 Hazardous Materials Indemnification
6.04 Landlord Representation

SECTION 7. SUBLetting AND ASSIGNING

7.01 Transfer of Premises
7.02 Transfer Defined
7.03 Subordination/Estoppel Certificates

SECTION 8. DEFAULT

8.01 Default
8.02 Consequences of Default
8.03 Self-Help

8.04 No Implied Waivers
8.05 Waiver of Jury Trial
8.06 Landlord Default; Tenant Remedies

SECTION 9. MISCELLANEOUS

9.01 Notices
9.02 Successors and Assigns and Landlord's Liability
9.03 No Offer
9.04 Attorney's Fees
9.05 Interpretation
9.06 Amendments
9.07 Brokerage
9.08 Entire Agreement
9.09 Force Majeure
9.10 Authority
9.11 Mortgagees' Approval
9.12 Parking
9.13 No Liens

iii

9.14 Financial Statements
9.15 Net Lease
9.16 Reservations by Landlord
9.17 Roof Rights
9.18 Monitoring Pond
9.19 Satellite Farm
9.20 Emergency Generator

EXHIBIT "A"	PREMISES
EXHIBIT "B"	IMPROVEMENTS
EXHIBIT "B-1"	TRUCK COURT AND CURB ISLANDS SPACE PLAN
EXHIBIT "C"	DECLARATION OF LEASE COMMENCEMENT
EXHIBIT "D"	RULES AND REGULATIONS
EXHIBIT "E"	MONITORING POND
EXHIBIT "F"	SATELLITE FARM

iv

DEED OF LEASE

DATED as of the _____ day of _____, 2008

LANDLORD: FP Sterling Park II, LLC,
a Virginia limited liability company

TENANT: Sutron Corporation,
a Virginia corporation

In consideration of the mutual covenants hereinafter set forth, and of other good and valuable consideration, Landlord and Tenant do hereby enter into this Deed of Lease and do agree as follows:

1.00 DEFINED TERMS AND DEFINITIONS

1.01 "ADDITIONAL RENT" means any and all amounts required to be paid by Tenant hereunder, other than Base Rent, and any and all reasonable charges or expenses incurred by Landlord on behalf of Tenant under the terms of this Lease. Additional Rent shall be payable (except as otherwise expressly set forth herein) in the same manner and upon the same terms and conditions as the Base Rent reserved hereunder. Any failure on the part of Tenant to pay such Additional Rent when and as the same shall become due shall entitle Landlord to the remedies available to it for nonpayment of Base Rent.

1.02 "BASE RENT" means an annual (Triple Net) amount (exclusive of Tenant's Share of Operating Expenses and Real Estate Taxes) payable by Tenant for the Premises in equal monthly installments in accordance with the following schedule:

Time Period	Rentable Square Foot Rate	Annual Base Rent	Monthly Base Rent
CD - 5/31/09*	\$0	\$0	\$0
6/1/09 - 5/31/10	\$13.00	\$361,621.00	\$30,135.08
6/1/10 - 5/31/11	\$13.33	\$370,800.61	\$30,900.05
6/1/11 - 5/31/12	\$13.66	\$379,980.22	\$31,665.02
6/1/12 - 5/31/13	\$14.00	\$389,438.00	\$32,453.17
6/1/13 - 5/31/14	\$14.35	\$399,173.95	\$33,264.50
6/1/14 - 5/31/15	\$14.71	\$409,188.07	\$34,099.01
6/1/15 - 5/31/16	\$15.08	\$419,480.36	\$34,956.70
6/1/16 - 5/31/17	\$15.46	\$430,050.82	\$35,837.57
6/1/17 - 5/31/18	\$15.85	\$440,899.45	\$36,741.62
6/1/18 - 5/31/19	\$16.25	\$452,026.25	\$37,668.85

* Notwithstanding any provision of the Lease to the contrary, Tenant's obligation to pay Base Rent for the Premises shall not commence until June 1, 2009, the "Rent Commencement Date."

1.03 "BUILDING" means the building known as 22400 Davis Drive, Sterling, Virginia 20164. The Building contains a total of 57,521 rentable square feet of space.

1.04 "COMMON AREAS" means those areas within the Property not reserved to individual occupants of premises, but from time to time available and designated by Landlord to benefit or serve the Building. Without limitation,

Common Areas may include roofs, foundations, exterior walls, sign canopies, parking and landscaped areas, sidewalks, access roads, general signs, machinery, equipment, and the mechanical, electrical and other systems and installations serving the Property as a whole (whether or not located within the Building), as same may be expanded, reduced or otherwise altered from time to time in Landlord's sole but reasonable discretion. Landlord may, in its sole but reasonable discretion, from time to time change the location, layout and arrangement of the Common Areas and/or reduce the size of the Common Areas by erecting thereon store buildings or other structures or improvements of any kind, provided that if Landlord erects another tenant-occupied building on the Property Landlord will not increase Tenant's Share of Operating Expenses or Real Estate Taxes as a result of the addition of such new building to the Project.

1.05 "EXHIBITS" means the following exhibits which are attached to this Lease and made a part hereof, and any other exhibit which may in the future be attached hereto by the written consent of the parties:

Exhibit "A"	-	Premises
Exhibit "B"	-	Improvements
Exhibit "B-1"	-	Truck Court and Curb Islands Space Plan
Exhibit "C"	-	Declaration of Lease Commencement
Exhibit "D"	-	Rules and Regulations
Exhibit "E"	-	Monitoring Pond
Exhibit "F"	-	Satellite Farm

1.06 "INITIAL IMPROVEMENTS" means the improvements to be made to the Premises pursuant to Section 4.03, Exhibit "B" and "Exhibit B-1" hereto.

1.07 "LANDLORD'S ADDRESS FOR NOTICE" means FP Sterling Park I, LLC, c/o First Potomac Management LLC, Attn.: Tim Zulick, 7600 Wisconsin Avenue, 11th Floor, Bethesda, Maryland 20814.

1.08 "LANDLORD'S AGENTS" includes any asset manager, agent, managing agent, affiliate, contractor, employee, director, partner, officer or servant of Landlord, or any corporate entity affiliated with Landlord or third party operator and owner of the Building or the Property.

1.09 The first "LEASE YEAR" will begin on the Commencement Date and end on the last day of the twelfth (12th) full calendar month following the Rent Commencement Date (hereinafter defined). The second Lease Year will begin on the first day of the thirteenth (13th) full calendar month following the Rent Commencement Date and extend for a period of twelve (12) full calendar months. Each subsequent Lease Year will begin on the annual anniversary of the first day of the second (2nd) Lease Year and extend for twelve (12) full calendar months.

1.10 "OPERATING EXPENSES" means, without limitation, the sum of all expenses, costs and disbursements of every kind and nature that Landlord pays or becomes obligated to pay in connection with owning, operating, managing, maintaining, insuring, repairing, policing, and securing the Building, the Property, the parking facilities, and the land upon which the Building and parking facilities are situated (the "Land"), including but not limited to: all management fees (in an amount not to exceed five percent (5%) of the Project's Gross Receipts) and office expenses related to the Building; all costs and expenses of operating, maintaining, managing,

repairing, lighting, signing, cleaning, painting, striping, policing and securing the Common Areas (including the cost of uniforms, equipment and employment taxes); alarm and life safety systems; all applicable sales and use taxes; expenses incurred for heat, cooling and other utilities; the cost of insuring the Building and the Property (including, but not limited to, liability insurance for personal injury, death and property damage, insurance against fire, all-risk coverage including earthquake and flood, theft or other

casualties, worker's compensation insurance or similar insurance covering personnel, fidelity bonds for personnel, insurance against liability for defamation and claims of false arrest occurring on or about the Property, structural insurance, plate glass insurance and rent-loss insurance); the cost of cleaning all exterior glass; removal of water, snow, ice, trash and debris; regulation of traffic; the cost of landscaping; the cost of janitorial and cleaning service, trash collection and recycling services, pest control; concierge, lobby, or security service (if any); the pro-rata salaries, wages and other personnel costs of engineers, superintendents, watchpersons, and all other employees for services provided directly to the Building, including any sales tax imposed upon their service; charges under maintenance and service contracts for elevators, chillers, boilers and controls; window cleaning; building and grounds maintenance; parking lot maintenance; management fees; permits and licenses; all maintenance, replacement and repair expenses (unless excluded below) and supplies including replacement, maintenance and repair of the roof, awnings, paving, curbs, walkways, drainage, landscaping, pipes, ducts, conduits and similar items, signage for the Building or the Property, and lighting facilities; costs and expenses of planting, replanting and replacing flowers, shrubbery and planters; the cost of water services, if any, furnished by Landlord for the non-exclusive use of all tenants; costs (including finance charges) of improvements to the Building, equipment or capital items that are designed to increase safety, improve energy efficiency or expand telecommunications service; the cost of replacing existing equipment or systems or other costs incurred for the purpose of complying with the directives of a public or quasi public entity or authority; costs of complying with all governmental regulations, including, without limitation, the disposal of chlorofluorocarbons and compliance with Title III of the Americans With Disabilities Act of 1990 ("ADA") or any other Virginia statute regarding barriers; costs of independent contractors; owner's association assessments; Landlord's share of expenses under any declaration, covenant, or other agreement recorded among the land records of the county in which the Building is located and applicable to the Building or the Property; and all other costs and expenses properly incurred in the operation and maintenance of the Building or the Property, and the amortized portion of any capital expenditures or improvements and interest thereon. Landlord agrees that it will not build an additional tenant-occupied building that will be part of the same Project as the Building. Notwithstanding the foregoing, "Operating Expenses" shall not include: (i) payment of principal and interest on mortgages; (ii) ground rent or other rental payments made under any ground lease or underlying lease; (iii) lease commissions; (iv) any expenses for which Landlord actually receives reimbursement from insurance, condemnation awards, other tenants, any warranty or otherwise; (v) legal and other professional fees incurred in connection with disputes with tenants, other occupants, or prospective tenants, (vi) costs incurred in connection with the sale, financing, refinancing, mortgaging, selling or change of ownership of the Building, the Project, the parking facilities or the Property; (vii) depreciation of the Building or equipment; (viii) improvements or replacements to the Building, equipment or other capital items having a useful life (as determined in accordance with commercially reasonable industry standards) in excess of three (3) years from the date of installation (collectively "Capital Costs"), except those that are intended to reduce Operating Expenses, increase safety, improve energy efficiency, expand telecommunications services or comply with governmental regulations or other directives of a public or quasi-public entity or authority; (ix) costs, fines, interest, penalties, legal fees or costs of litigation incurred due to the late payments of taxes, utility bills and other costs incurred by Landlord's failure to make such payments when due; (x) salaries, wages, or other compensation paid to officers of Landlord; or (xi) any federal, state, or local income tax, and any

franchise, gift, transfer, excise, or inheritance tax. The term "Gross Receipts," as used in this Section, shall mean and include the gross rents and all other payments from tenants under leases at the Project or from licensees,

concessionaires, and other third parties with respect to the occupancy or use of the Project, including without limitation base rents, operating expense reimbursements, common area charges, percentage rental payments (if applicable), forfeited deposits, income from the sale of utility services, business interruption insurance proceeds, and all similar and dissimilar amounts. The term "Gross Receipts" shall specifically exclude, implied rent during free rent periods, security deposits (unless and until applied in accordance with the Leases), rents not collected, and insurance and condemnation proceeds (other than business interruption insurance proceeds).

1.11 "PERMITTED USE" means general office, production, assembly, research and development, testing, sales, marketing, warehouse and distribution use in connection with Tenant's business and to the extent such use is permitted by the laws and other governmental regulations applicable to the Building and the Premises, and no other use whatsoever. Landlord acknowledges and agrees that, to the best of its knowledge, all of the activities currently conducted by Tenant at its present location are Permitted Uses.

1.12 "PREMISES" means the 27,817 rentable square foot area, known as Suite #100, shown outlined on Exhibit "A", located within the Building. The rentable square footage leased by Tenant for all purposes under the Lease shall be measured and computed in accordance with the American National Standard Method of Measuring Area in Office Buildings of the Buildings Owners and Managers Association's International Standard Method of Measuring Floor Area in Office Buildings, (ANSI/BOMA Z65.1-1996). The parties stipulate that the rentable square footage of the Premises is that stated in this Section 1.12.

1.13 "PROJECT" means the Building, the Building's parking lot and any other Common Areas serving the Building, together with all improvements and appurtenances.

1.14 "PROPERTY" shall mean the land upon which the Project is located and the Project.

1.15 "REAL ESTATE TAXES" means all general and special real estate taxes, special assessments, including Business, Professional, and Occupational License Tax ("BPOL"), any state or local business personal property tax, and other ad valorem taxes, levies and assessments (net of any refund) paid upon or in respect of the Building, the Property, or the rents therefrom; real estate rental, receipt or gross receipt tax or any other tax on Landlord (excluding Landlord's income taxes), and any metropolitan district water and sewer charges and other governmental charges which customarily are part of the real estate tax bill issued by the governmental authorities charged with such responsibility; and all taxes or other charges imposed in lieu of any such taxes, including fees of counsel and experts which are reasonably incurred by, or reimbursable by, Landlord in contesting any such taxes or in seeking any reduction in the assessed valuation of the Building or the Land or a judicial review thereof. If any such application or review results in a refund on account of any prior assessment, after payment of reasonable expenses incurred in connection therewith (whether by Landlord, Tenant or other tenants of the Building), then, if Tenant is not in default hereunder, Landlord will reimburse Tenant Tenant's proportionate share of the refund applicable to the Term. Notwithstanding the foregoing, "Real Estate Taxes" does not include: (i) any interest or penalties paid by or imposed upon Landlord as a result of Landlord's failure to pay Real Estate Taxes when due and payable, or (ii) any net income, franchise or capital gains tax, inheritance tax or estate tax imposed or constituting a lien upon Landlord or all or any part of the Property.

1.16 "RENT" means Base Rent and all Additional Rent, as the same may be adjusted from time to time.

1.17 "RENT COMMENCEMENT DATE" means June 1, 2009.

1.18 INTENTIONALLY OMITTED.

1.19 INTENTIONALLY OMITTED.

1.20 "TENANT'S ADDRESS FOR NOTICE" means Sutron Corporation, 22400 Davis Drive, Suite #100, Sterling, Virginia 20164.

1.21 "TENANT'S AGENTS" includes any agent, officer, employee, servant, partner, independent contractor, licensee, invitee, or visitor of Tenant.

1.22 "TENANT'S SHARE" means forty-eight and thirty-six hundredths (48.36%), being based on the ratio of the rentable area of the Premises to the rentable area of the Building (27,817/57,521).

1.23 "TENANT'S TRADE NAME" means Sutron Corporation.

1.24 "TERM" means the period commencing on the date that this Lease is fully executed (the "Commencement Date") and expiring at 11:59 p.m. on May 31, 2019 (the "Expiration Date"), unless earlier terminated or unless extended pursuant to the Lease, in which case the Term shall include all extensions. Landlord shall deliver possession of the Premises to Tenant in its "as-is" condition on the Commencement Date. If Landlord does not deliver possession of the Premises to Tenant on the Commencement Date then, unless such delay is caused by Tenant or Tenant's Agents, the Rent Commencement Date and the Expiration Date shall be postponed for a period of time equal to the delay in the delivery of possession of the Premises. If the Rent Commencement Date is postponed, as set forth in this Section 1.24, Landlord and Tenant shall execute a Declaration of Lease Commencement, substantially similar to the form attached hereto as Exhibit "C," after the Commencement Date, Rent Commencement Date and Expiration Date have been ascertained. If the Landlord has not delivered the Premises to Tenant in its "as is" condition by the ninetieth (90th) day following the Commencement Date, Tenant shall have the right, as its sole remedy, to terminate this Lease on thirty (30) days notice given prior to the date that the Premises is delivered to Tenant in its "as is" condition, but if the Premises are delivered within such thirty (30)-day period the termination notice will be null and void.

2.00 GRANT OF PREMISES

2.01 TENANT'S POSSESSION AND USE OF PREMISES. Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Term, together with a nonexclusive, nontransferable license to use the Common Areas. Tenant shall have the right to use the agreed-upon portions of the Property for the construction, installation, use, maintenance, repair and replacement of Tenant's Rooftop Equipment, Monitoring Pond Equipment, Satellite Farm Equipment and Tenant's Emergency Generator (collectively "Tenant's Equipment") upon the terms and conditions set forth in Sections 9.17, 9.18, 9.19 and 9.20 of the Lease, together with connecting underground power and communication lines and cables required to provide electrical power to Tenant's Equipment or connect Tenant's Equipment to the Premises, in the locations approved by Landlord. All of Tenant's Equipment shall be and remain the property of Tenant. Upon installation, construction, maintenance and removal of Tenant's Equipment (it being

expressly agreed that Tenant shall be required to remove Tenant's Equipment and all underground power and communication lines and cables required to provide electrical power to Tenant's Equipment or connect Tenant's Equipment to the Premises prior to the expiration or earlier termination of this Lease), Tenant shall, at Tenant's expense, restore the Property, as nearly as possible, to its original condition. Tenant shall use the Premises for the Permitted Use, under Tenant's Trade Name, and for no other purpose and under no other name unless

otherwise agreed to by Landlord. Tenant shall not use the Premises, nor suffer the Premises to be used, for any unlawful purpose or in any unlawful manner or in violation of any valid regulation of any governmental body, or in any manner to (i) create any nuisance or trespass; (ii) vitiate any insurance carried by Landlord or on Landlord's behalf; (iii) alter the classification or increase the rate of any insurance on the Building; or (iv) use the Building or Property for or cause any disruptive, harassing or outrageous conduct. Tenant shall not commit waste, overload the floors or structure of the Building, or take any action that would impair or alter parking spaces on the Property unless otherwise agreed to by Landlord. Tenant shall not keep Hazardous Materials within or about the Premises, nor shall Tenant use or allow the Premises to be used for any impermissible purposes pursuant to Section 6.02. In the event of any such waste, damage or manner of use by Tenant, immediately upon written notice to Tenant at the Premises, Tenant shall take such steps as are reasonably necessary to cease and repair the same, failing which Landlord shall be entitled to take such steps and Tenant shall pay to Landlord, upon demand, Landlord's actual reasonable cost thereof. In addition, if the use or occupancy of the Premises, the conduct of business in the Premises or any act or omission of Tenant in the Premises or the Property, causes or results in any increase in premiums for the insurance carried from time to time by Landlord with respect to the Property, Tenant shall pay to Landlord on demand Landlord's cost of any increase in premiums. Use of the Premises is subject to all covenants, conditions and restrictions of record. Tenant shall not permit any objectionable odors or noises to emanate from the Premises. Tenant hereby agrees to defend, indemnify and hold Landlord and the Property harmless from and against any and all reasonable costs, damages, expenses, and liabilities (including reasonable attorneys' fees) arising out of or related to any breach of this Section 2.01. Tenant shall, at its sole expense, promptly observe and comply with all statutes, laws, ordinances, rules, regulations, orders and requirements of all governmental, quasi-governmental or regulatory authorities applicable to the Premises and the conduct of its business, and with Landlord's rules and regulations (the "Rules and Regulations") promulgated from time to time and applicable to the Premises and the Common Areas. The current Rules and Regulations are attached hereto as Exhibit "D". Subject to this Lease and so long as Tenant is not in default beyond the applicable notice and cure period (if any) specified in this Lease, Tenant shall have the quiet enjoyment of the Premises without hindrance on the part of Landlord or anyone claiming through Landlord.

2.02 SURRENDER OF PREMISES AND HOLDOVER. On the Expiration Date, Tenant shall remove from the Premises all of its furniture, trade fixtures, equipment and other personal property, and such of any alterations installed by or on behalf of Tenant as Landlord may require Tenant to remove (it being expressly agreed that, with respect to items requiring Landlord's consent, Landlord will notify Tenant of such removal obligations at the time consent is granted), repair any damage caused by their installation or removal, and surrender vacant possession of the Premises, clean, broom-swept and in substantially the same condition as will exist after the construction of the Improvements and/or any alterations approved by Landlord for which removal is not required, subject to ordinary wear and tear and damage by casualty. Any personal property of Tenant not removed within ten (10) business days following the expiration or earlier termination of the Lease shall be deemed to have been abandoned by Tenant and to have become the property of Landlord, and may be retained or disposed of by Landlord, as Landlord shall desire, in accordance with applicable law. Tenant acknowledges that it is extremely important that Landlord have substantial advance notice of the date on which Tenant will vacate the

Premises, both because Landlord will require an extensive period to locate a replacement tenant and because Landlord will plan its entire leasing and renovation program for the Building in reliance on the expiration dates of this Lease and other leases. Tenant also acknowledges that if Tenant fails to surrender the Premises at the expiration or earlier termination of the Term, it

will be conclusively presumed that the value to Tenant of remaining in possession of the Premises, and the loss that will be suffered by Landlord as a result thereof, far exceed the amount of the Base Rent and Additional Rent that would have been payable had the Term continued during such holdover period. Therefore, unless the parties have agreed in writing to the contrary prior to the date of such expiration or termination, if Tenant shall not immediately surrender the Premises on the date of the expiration or earlier termination of the Term, the monthly rent payable by Tenant hereunder ("Holdover Rent") shall be increased in accordance with the following terms: (1) during the thirty (30) day period immediately following the expiration or termination of the Term hereof, Tenant shall pay Landlord monthly Holdover Rent in an amount equal to one hundred twenty-five percent (125%) of the Base Rent and Additional Rent payable hereunder during the month immediately preceding the expiration or termination date of this Lease; and (2) at all times after the expiration of such thirty (30) day period referenced in Section 2.02(1) above, Tenant shall pay Landlord monthly Holdover Rent in an amount equal to one hundred fifty percent (150%) of the Base Rent and Additional Rent payable hereunder during the month immediately preceding the expiration or termination date. Such Holdover Rent shall be computed by Landlord on a monthly basis and shall be payable by Tenant on the first day of such holdover period and the first day of each calendar month thereafter during such holdover period until the Premises have been vacated by Tenant. Landlord's acceptance of such Holdover Rent from Tenant shall not in any manner impair or adversely affect Landlord's other rights and remedies hereunder, including, but not limited to, Landlord's right to evict Tenant from the Premises, and Tenant shall be liable for all actual losses suffered by Landlord as a result of Tenant's failure to timely vacate.

2.03 LANDLORD TO HAVE ACCESS TO THE PREMISES. Landlord and Landlord's Agents shall have the right, but not the obligation, to enter the Premises from time to time during all reasonable hours (or at any time and by forcible means in an emergency or when Tenant is unavailable during business hours) to inspect same, to make improvements or repairs to the Premises or the Building, to show the Premises to prospective purchasers, tenants, and lenders, or for any other reason, in Landlord's reasonable judgment. Except in the event of an emergency when no notice shall be required, Landlord shall give Tenant reasonable prior notice of any entry by Landlord or Landlord's Agents (which notice may be oral or written). Landlord shall have the right to place "For Sale" signs, and during the last twelve (12) months of the Term, "For Rent" signs, on the Premises. Landlord shall, during entry to the Premises, exercise reasonable efforts to minimize any interference with Tenant's business operations. No entry by Landlord pursuant to this Section 2.03 shall constitute a breach of Landlord's covenant for quiet enjoyment.

2.04 DELIVERY OF PREMISES. Landlord shall deliver the Premises, and Tenant shall accept same in its "as-is" condition, on the Commencement Date described in Section 1.24, or so soon thereafter as Landlord is able to deliver the same. Landlord represents to Tenant that the Premises and Building is in shell condition and has received the "Shell Building Final," and passed inspections for its Mechanical, Electric and Plumbing systems, by the County and by the fire inspector. If Landlord does not deliver possession of the Premises to Tenant by the Commencement Date, unless such delay is caused by Tenant or Tenant's Agents, the Rent Commencement Date and Expiration Date shall be postponed for a period of time equal to the delay in the delivery of possession of the Premises.

2.05 INTENTIONALLY OMITTED.

2.06 TENANT ACCESS. Subject to Section 9.09, Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week.

2.07 RENEWAL OPTIONS. (a) Tenant has the conditional right to extend the Term of the Lease for two (2) additional terms (the "First Option Term" and

the "Second Option Term," respectively) of five (5) years each beyond the initial Term or the First Option Term (as the case may be) at the Base Rent set forth in paragraph (b) below and upon the same terms and conditions set forth herein (except that there will be no further privilege of extension), provided that the following conditions are met:

(i) Tenant notifies Landlord of its election to exercise the right of renewal granted hereby at least nine (9) months and no more than twelve (12) months prior to the expiration of the initial Term (defined in Section 1.24 hereof) or the First Option Term (as the case may be);

(ii) at the time of the exercise of such right and for the remainder of the Term thereafter, there is no existing default which is not remedied within the applicable cure periods set forth in this Lease;

(iii) the Lease has not terminated prior to the commencement of the applicable Option Term; and

(iv) at the time of the exercise of such option and for the remainder of the Term thereafter, the original named Tenant is in possession of and occupying the entire Premises [it being the intent of the parties that this option is personal to the original named Tenant hereunder (i.e., it does not inure to the benefit of any subsequent Tenant, subtenant or assignee of the Lease) and if such original named Tenant is no longer in possession of and occupying the entire Premises, then this option is void].

(b) During the applicable Option Term, Tenant shall pay Landlord Base Rent equal to the Fair Market Rent (defined below), including escalations, for the Premises for such Option Term. The "Fair Market Rent," as used in this Section, shall mean the market annual base rental rate (plus any market appropriate annual escalations thereof) for comparable space in the Sterling, Virginia market for the applicable Option Term, taking into account all appropriate factors. Within thirty (30) days of Landlord's receipt of Tenant's notice of its exercise of the option, Landlord shall notify Tenant of the Base Rent applicable to the Option Term in question based upon the foregoing parameters. If Tenant notifies Landlord in writing within ten (10) business days of Tenant's receipt of Landlord's notice that Tenant agrees with Landlord's determination of the Fair Market Rent, then, provided the foregoing conditions thereto are met, the Term shall be extended for five (5) years beyond the Expiration Date. If Tenant disagrees with Landlord's determination of the Base Rent applicable to said Option Term, Tenant shall notify Landlord of such disagreement within ten (10) business days of Tenant's receipt of Landlord's notice. If Tenant fails to notify Landlord within such ten (10) business day period that Tenant agrees or disagrees with Landlord's determination of the Base Rent, then Tenant shall be deemed to disagree with such determination, and in the event of such disagreement or deemed disagreement Landlord and Tenant will negotiate in good faith to determine the appropriate Base Rent applicable to said Option Term in accordance with the foregoing parameters. In the event that the parties cannot agree upon the appropriate Base Rent within sixty (60) days of Tenant's exercise of the option, the Base Rent applicable to the Option Term in question will be determined in accordance with the following terms, the results of which shall be binding upon the parties:

Within ten (10) business days after the expiration of such sixty (60) 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 Base Rent applicable to the Option Term in question. If either party shall fail to select a Broker as aforesaid, then the party which has selected a Broker as aforesaid (the Appointing Party) shall have the right to issue a written notice to the party which failed to select a Broker as aforesaid (the Non Appointing Party) advising such Non Appointing Party that it has failed to appoint its Broker, in which

case, if the Non Appointing Party does not then designate its Broker within five (5) business days following receipt of the Appointing Party's Notice, then the Base Rental shall be determined by the Broker selected by the other party. Each Broker shall thereupon independently make his determination of the Base Rental applicable to the Option Term in question based upon the parameters for determining Base Rental outlined above 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 determinations (based upon the initial annual Base Rent and average Base Rent over the course of the applicable Option Term) is not more than one hundred five percent (105%) of the lower of them, then the Base Rent shall be deemed to be the average of the two determinations. If the higher of such two determinations 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 Base Rent within twenty (20) days after his appointment by choosing between the two determinations previously submitted in accordance with the foregoing by the parties' respective Brokers, and the third Broker's determination shall be deemed to be the Base Rent payable by Tenant with respect to the applicable Option Term. For the purposes of this Section, "Broker" shall mean (i) a real estate broker licensed in the Commonwealth of Virginia, (ii) with at least ten (10) years of experience in commercial real estate in the Commonwealth of Virginia, (iii) with particular and current experience in the Sterling, Virginia market, and (iv) recognized within the field as being reputable and ethical. Each party shall pay for the cost of its Broker and one half of the cost of the third Broker, if any.

(c) Prior to the commencement of the applicable Option Term, upon the request of Landlord, Tenant hereby agrees to execute an amendment to the Lease memorializing said extension of the Term. If Tenant fails to timely notify Landlord of its desire to exercise the renewal option granted hereby, then Tenant shall be deemed to have conclusively waived its renewal option.

2.08 EXPANSION RIGHTS. (a) Subject to the terms of this paragraph and any renewal, expansion or other leasing rights of other tenants in the Building existing as of the date of this Lease, Landlord's right to renew or extend the term of the current tenants lease(s), and any rights of future tenants in the Offer Space (hereinafter defined), Tenant shall have a right of first offer (the "Right of First Offer") on other space in the Building (the "Offer Space"), if the same becomes available for leasing prior to the expiration of the Term. Landlord shall not have any obligation to take action to regain possession of the Offer Space or any portion thereof for the purpose of offering the same to Tenant until the expiration or termination of all other tenants' rights thereto (including renewal rights), and then only if Landlord elects not to renew or extend the term of the current tenants lease(s). The parties acknowledge that the remainder of the Building is vacant and being marketed to third parties as of the execution of this Lease. The parties agree that Tenant does not want to lease the remainder of the Building at this time. Accordingly, Landlord may lease the remainder of the Building to any other person or entity on whatever terms Landlord and such third party may agree upon without any obligation to offer such space to Tenant. If all or a portion of the remainder of the Building shall again become vacant after being leased to a third party during the Term, then Landlord shall comply with the requirements of this Section 2.08.

(b) Landlord will notify Tenant if such Offer Space becomes available for leasing during the Term and the terms on which said Offer Space may be leased by Tenant ("Offer Notice"), which terms will be consistent with: (i) the terms upon which Tenant is leasing the Premises if the Offer Space becomes available during the first eighteen (18) months of the Term, it being agreed that the Improvement Allowance and any other concessions shall be prorated to reflect the shortened length of the term for such Offer Space; or (ii) the terms upon which similar space is being leased by Landlord in the Project and

consistent with the terms at which similar space in comparable buildings is being leased by other landlords in the Sterling, Virginia area. Tenant will have thirty (30) days following delivery of such Offer Notice during which to notify Landlord in writing of Tenant's intent to lease all and not a portion of the Offer Space described in Landlord's Offer Notice or to reject leasing the same. Tenant's failure to timely exercise its Right of First Offer within said thirty (30) day period shall be deemed an absolute waiver by Tenant of its right to lease said Offer Space specified in Landlord's Offer Notice and this paragraph shall thereafter be of no further force and effect. Upon Tenant's rejection (or deemed rejection) of the Offer Space specified in Landlord's Offer Notice, Landlord shall be free to lease said Offer Space to any other person or entity on any terms. If, during the Term, Tenant rejects the Offer Space and such space or a portion thereof again becomes available during the Term (following the leasing of such space to a third party), Tenant shall have the same Right of First Offer describe in this Section 2.08.

(c) Tenant's Right of First Offer shall be subject to the following conditions:

(i) at the time of the exercise of such right and throughout the period prior to Landlord's delivery of the Offer Space to Tenant, there is no existing outstanding default by Tenant which has not been remedied within the applicable cure period;

(ii) at the time of Landlord's Offer Notice and throughout the period prior to Landlord's delivery of the Offer Space to Tenant, Tenant is in possession of and occupying the entire Premises; and

(iii) Tenant must lease the entire Offer Space specified in Landlord's Offer Notice.

Landlord, in its sole and absolute discretion, may waive any of the foregoing conditions.

(d) If Tenant timely and properly exercises the Right of First Offer granted hereby, prior to Landlord's delivery of the Offer Space to Tenant, Tenant and Landlord shall execute an amendment to the Lease memorializing said expansion of the Premises and the terms applicable thereto. If Tenant fails to timely notify Landlord of its desire to exercise the Right of First Offer granted hereby, then Tenant shall be deemed to have conclusively waived its Right of First Offer as to the Offer Space and the Offer Notice in question.

3.00 RENT

3.01 PAYMENT OF BASE RENT. Beginning on the Rent Commencement Date, installments of Base Rent shall be paid monthly, in advance, without demand, notice, deduction, offset or counterclaim, on the first day of each month. All such installments for any partial month shall be prorated on a per diem basis. If the Rent Commencement Date is other than the first (1st) day of a

month, Base Rent from that date until the first (1st) of the next succeeding month will be prorated on the basis of the actual number of days in each such month and shall be payable in advance on the Rent Commencement Date.

3.02 PAYMENT OF JANITORIAL SERVICES. Tenant shall be solely responsible for contracting for and bearing the cost of any cleaning or janitorial services to the Premises throughout the Term.

3.03 PAYMENT OF OPERATING EXPENSES. (a) To the extent not provided by Landlord and reimbursed pursuant to this Section, Tenant shall be responsible for all costs and expenses of its trash removal. In addition, beginning on the Rent Commencement Date and continuing throughout the Term, Tenant shall be

responsible for the payment of Tenant's Share of Operating Expenses. Prior to the Rent Commencement Date, and then at the beginning of each year (which may be a calendar year or other twelve-month period selected by Landlord from time to time) Landlord shall furnish Tenant with Landlord's reasonable estimation of Tenant's Share of Operating Expenses for the forthcoming year, and Tenant shall pay same in equal monthly installments, in advance and without prior demand, together with Base Rent. After the end of each year a reconciliation and adjustment shall be made based on the actual cost incurred by Landlord for Operating Expenses in respect of such year. The estimated Operating Expenses for 2008 are \$2.08 per rentable square foot. Landlord and Tenant acknowledge that the foregoing is an estimate only and that the Tenant is obligated to pay Tenant's Share of the actual Operating Expenses, subject to the Controllable Operating Expense Cap set forth below.

(b) Beginning on the first day of the second Lease Year and ending on the last day of the Term, for the purpose of calculating Tenant's Share of Operating Expenses, the Controllable Operating Expenses (as defined below) shall be limited to Landlord's Controllable Operating Expense Cap (as hereinafter defined). The Controllable Operating Expense Cap shall be an amount equal to Landlord's actual Controllable Operating Expenses for the first Lease Year increased by five percent (5%) annually, on a cumulative basis. [By way of illustration only, if the actual per square foot Controllable Operating Expenses are \$2.00 for the first Lease Year, then the Controllable Operating Expense Cap for the second Lease Year will be \$2.10 (\$2.00 x 1.05), and the Controllable Operating Expense Cap for the third Lease Year will be \$2.21 (\$2.10 x 1.05)]. For the purposes hereof the term "Controllable Operating Expenses" shall mean all Operating Expenses except: sales, use and any other taxes, cost of insurance, costs of procuring and providing utility services, snow removal costs, landscaping costs, union labor costs (to the extent controlled by a collective bargaining agreement), costs associated with procuring permits and licenses, and costs of complying with all governmental laws and regulations.

3.04 UTILITIES. "Utilities" means water, gas, electricity, and any other utilities from time to time supplied by Landlord or the applicable utility provider to the Premises. For Utilities that are separately metered, Tenant shall pay all costs of Utilities utilized in or for the Premises directly to the provider. Tenant expressly acknowledges that, as part of the Improvements, it is required to install separate meters for gas and electric. For Utilities that are not separately metered, such as water and sewer, the cost of such Utilities shall be included in Operating Expenses. Tenant shall use reasonable diligence in the conservation of Utilities. To the extent that Tenant contracts for any utility directly with the supplier thereof, Tenant shall promptly pay all bills for such utilities. Landlord shall not be liable for any failure to furnish, or for any loss, injury or damage caused by or resulting from any variation, interruption or failure of utility services. Notwithstanding the foregoing, if there is a failure by Landlord to furnish the utilities or services specified in this Lease, which failure: (i) interferes substantially with or prevents Tenant's use of the Premises or any material part thereof, (ii) is capable of being remedied by

Landlord by the exercise of commercially reasonable efforts (as opposed to being outside of Landlord's control), and (iii) continues for five (5) consecutive business days, the Monthly Base Rent shall abate for the period beginning on the sixth (6th) consecutive business day of such interruption and continuing until such interruption is remedied, based upon the portion or portions of the Premises rendered unusable by such interruption of utilities or services.

3.05 PAYMENT OF REAL ESTATE TAXES. Throughout the Term, Tenant shall be responsible for the payment of Tenant's Share of Real Estate Taxes. From time to time Landlord shall furnish Tenant with a copy of Landlord's bill for Real Estate Taxes and an invoice for Tenant's Share of Real Estate Taxes reflected on such bill, and, within ten (10) business days of Landlord's invoice, Tenant

shall pay such amount to Landlord. Landlord shall bill Tenant for Tenant's Share of Real Estate Taxes semi-annually. After the end of each year, a reconciliation and adjustment shall be made based on the actual cost incurred by Landlord for Real Estate Taxes in respect of such year. The estimated Real Estate Taxes for 2008 are \$1.22 per rentable square foot. Landlord and Tenant acknowledge that the foregoing is an estimate only and that the Tenant is obligated to pay Tenant's Share of the actual Real Estate Taxes.

3.06 INTENTIONALLY OMITTED.

3.07 PARTIAL OCCUPANCY. If, during the Term, the Building is not fully occupied during any year, (or if any tenant provides itself with any service or Utilities which Landlord provides as a part of Operating Expenses, or is separately assessed for Real Estate Taxes) Operating Expenses, Real Estate Taxes and Utilities for such year (to the extent that the same vary with occupancy levels) may be grossed up to reflect one-hundred percent (100%) occupancy, using sound accounting and management principles consistently applied.

3.08 PAYMENTS GENERALLY. All rentals and other charges hereunder shall commence to accrue and become payable in accordance with the terms hereof on the Commencement Date. All payments required to be made by Tenant under this Lease shall be deemed to be rent and shall be collectible as such, shall be in lawful money of the United States, and shall be timely delivered to Landlord's Address for Notice, with no deduction, offset, abatement, credit or the like, except as expressly provided herein. Each late payment shall incur a late fee in the amount of five percent (5%) of such payment to cover extra tracking and handling expenses. All amounts owed by Tenant to Landlord under this Lease which are overdue shall bear interest at the rate of 12% per annum from the date due until paid. The tender by Tenant of a lesser amount than due shall be treated as a payment on account notwithstanding any endorsement or statement to the contrary on the payment or in any cover letter, and Landlord's acceptance of such lesser amount shall not constitute a waiver of any other available right or remedy.

Notwithstanding the foregoing, on the first (1st) occasion during any calendar year that any installment of Base Rent or Additional Rent is not timely paid when due hereunder, no late fee or default interest will be assessed until the fifth (5th) day after the day that such payment was originally due.

3.09 AUDIT RIGHTS. Within one hundred twenty (120) days of the reconciliation and adjustment as set forth in Section 3.03 regarding Operating Expenses (but not more than once per year), if Tenant disputes the amount of Additional Rent set forth in the reconciliation statement, an independent certified public accountant or other representative of Tenant, designated and paid for by Tenant, may, upon at least twenty (20) business days prior written notice to Landlord, and at reasonable times, inspect Landlord's records at Landlord's offices, provided that Tenant is not then in default under this Lease and Tenant has paid all amounts required to be paid under the applicable reconciliation statement, as the case may be. No such audit may be conducted on a contingency basis by the accountant or other representative (and therefore no portion of the fee or other

compensation payable to the accountant or other representative may in any way be tied to the results of such audit), and any such audit conducted on such basis shall be deemed void for the purposes hereof, and Tenant hereby waives and further rights under this Section 3.09 following the performance of an audit on such basis. Tenant's failure to dispute the amount of Additional Rent set forth in any statement within one hundred twenty (120) days of Tenant's receipt of such statement shall be deemed to be Tenant's approval of such statement and Tenant, thereafter, waives the right or ability to dispute the amounts set forth in such statement. If after such inspection, Tenant still disputes such Additional Rent, a determination as to the proper amount shall be made, at Tenant's expense, by an independent certified public accountant (the "Accountant") selected by Landlord, subject to Tenant's reasonable approval. The

results of any audit conducted pursuant to this Section 3.09 shall be kept confidential by Tenant and its accountant, and at Landlord's request, such accountant must agree in writing (in a commercially reasonable form) to keep the results of such audit confidential and not to reveal the same to any parties other than Landlord and Tenant. In the event of any breach of the foregoing confidentiality/non disclosure covenant by the accountant, Tenant or Tenant's agents, then the audit with respect to which such breach occurred shall be deemed void for the purposes hereof. If Tenant's audit shall conclusively disclose an overstatement of Operating Expenses (and related overpayment of Operating Expenses by Tenant) of more than five percent (5%) of the amount actually incurred by Landlord for such period, Landlord shall promptly reimburse Tenant for the reasonable cost of such audit, provided that the maximum reimbursement payable by Landlord with respect to the cost of such audit shall be \$3,000.00.

4.00 MAINTENANCE AND REPAIRS

4.01 TENANT REPAIRS. Except for those items for which Landlord is responsible by virtue of Section 4.02 below, Tenant shall, at its own cost and expense, clean, repair, maintain and replace the interior of the Premises and any improvements, equipment and fixtures therein, including without limitation all plate glass, lighting and other fixtures and equipment inside the Premises whether or not they were initially installed at Landlord's expense, and any HVAC, electrical and mechanical systems that service the Premises, so as to keep them in good operating condition and in compliance with the requirements from time to time of all governmental authorities having jurisdiction. All repairs, maintenance and/or replacements made by Tenant shall be subject to Landlord's prior written approval, which will not be unreasonably withheld provided that the same are at least equal in quality and class to the original work and/or fixtures and equipment. In the event that Tenant fails to make any necessary repairs, Landlord shall have the right, at its option, after providing written notice to Tenant, to perform on behalf of Tenant any repair or replacement approved by Landlord and one hundred five percent (105%) of the reasonable cost and expense incurred shall be due within thirty (30) days of demand. Landlord and Tenant agree that the Landlord will obtain a reasonable and customary maintenance, repair and service contract on the HVAC system serving the Premises, the cost of which shall be billed to Tenant and shall be deemed to be Additional Rent. The parties agree that, notwithstanding any provision of this Lease to the contrary, Tenant's obligation to pay for the maintenance, repair and replacement of the Building-standard systems (which includes the HVAC, sprinkler, electrical and plumbing systems) serving the Premises shall be limited to: (i) the cost of maintaining and making minor repairs to the Building-standard systems serving the Premises; (ii) the cost of the afore-mentioned service contract on the HVAC system; (iii) Tenant's Share of any such costs that are included in Operating Expenses; and (iv) the first \$4,000.00 per year of the cost of major repairs or the cost of replacing such Building-standard systems serving the Premises. Tenant shall promptly place all of its refuse in the trash receptacles provided for this purpose and shall not allow same to accumulate within the Premises or anywhere on the Common Areas. It is understood and agreed that all property of Tenant kept, stored or maintained in the Premises or

the Project shall be at the sole risk of Tenant. Tenant agrees at its sole cost and expense to comply with all present and future laws regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash.

4.02 LANDLORD REPAIRS. Except in the case of damage by casualty as described in Section 4.05 below, and except as required to be repaired and maintained by Tenant under Section 4.01 above, Landlord shall, as a part of Operating Expenses, (i) repair, maintain and replace the roof, structure, foundation, gutters, downspouts, and the mechanical, electrical and HVAC systems serving the Common Areas of the Building, and (ii) clean, landscape, repair,

maintain, and replace the Common Areas, and keep same reasonably free of snow, ice and other obstructions. If applicable, Landlord shall supply Utilities to the Premises and bill Tenant as provided in Section 3.04 above. Landlord shall at all times operate and maintain the Building in accordance with a standard at least as high as that customarily followed in the operation and maintenance of first class Flex buildings similar to the Building and with similar tenants in the vicinity of the Building ("Comparable Buildings").

4.03 INITIAL IMPROVEMENTS. On the Commencement Date Tenant shall accept possession of the Premises in their "as-is" condition, and Landlord shall not be required to perform any improvements whatsoever to the Premises except as provided for in this Section 4.03 or Exhibit "B." Landlord shall deliver the Premises on the Commencement Date free of any leaks in the roof of the Building. Any leaks in the roof caused by the construction of Tenant's Improvements shall be the responsibility of Tenant, at its sole cost and expense. All other work necessary to improve, furnish, fixture, equip, stock, and decorate the Premises for Tenant's Permitted Use shall be performed by Tenant, at its sole cost and expense, in accordance with Section 4.04 below. Tenant represents that it has thoroughly examined the Building and the Property (including without limitation the Premises and the Building) and is aware of, and accepts, the existing shell condition thereof. Landlord and Tenant will cooperate with each other to ensure that neither interferes with the other's ability to complete the work set forth on Exhibit "B" in a timely manner. Tenant acknowledges that it must use Landlord's civil engineer, VIKA, when amendments to the site plan are needed in connection with Tenant's work outside the Building.

4.04 TENANT ALTERATIONS. Tenant shall not make any installations, alterations, improvements, or the like to the Premises without, in each case, first obtaining Landlord's written consent. Landlord may grant or withhold its consent in its sole and absolute discretion in the case of any proposed installation, alteration, improvements, or the like which (i) may affect the structure of the Premises, or (ii) are on the exterior of the Premises, or (iii) require cutting or drilling into the Premises, or securing of any item to any part of the Premises, or penetrating the roof. Notwithstanding the foregoing, Tenant may make purely cosmetic alterations, and other minor alterations which are: (i) non structural in nature, (ii) do not affect the Building systems in any way, (iii) do not in any way affect the exterior appearance of the Building, and (iv) cost a total during any twelve (12) month period of \$50,000.00 or less ("Alterations Threshold"), without Landlord's prior written consent provided that Tenant notifies Landlord in writing of Tenant's intent to undertake the same prior to commencing any work related thereto, and further provided that the same are performed in accordance with the requirements of this Lease. Landlord will not unreasonably withhold, condition or delay its consent to any purely cosmetic alterations and other minor alterations which are non structural in nature, do not affect the Building's structures or systems in any way, and cost in excess of the Alterations Threshold to perform. All other approvals shall be in Landlord's sole and absolute discretion. For the purposes hereof, any erection, removal or relocation of walls shall be deemed to be structural in nature. Requests must be in writing and detailed to Landlord's reasonable satisfaction. Tenant shall immediately discharge any lien which is filed against the Premises, the Building or the Property as a result of work performed by or on behalf of Tenant. Tenant

shall not, without Landlord's prior written consent, display any sign, logo, lettering, or the like on the outside of the Premises, or on the inside of the Premises in such a manner as to be visible from the outside. Except as expressly provided in this Section 4.04, Tenant may not make any alterations, improvements, door lock changes or other modifications to the Premises without the prior written consent of Landlord.

4.05 RESTORATION AFTER DAMAGE BY CASUALTY. If this Lease is not terminated in accordance with Section 4.06 below, and subject to Landlord's

ability to obtain the necessary permits, if the Premises are damaged or destroyed by fire or other casualty insured against by Landlord ("Casualty") and not caused by the negligence of Tenant or those over whom it exercises control, Landlord shall diligently commence to settle its insurance claims and restore the Premises, but shall not be obligated to expend an amount in excess of the insurance proceeds recovered. However, Landlord shall not be obligated to restore any improvements, furniture, fixture, equipment or other property that is not Landlord's property. Upon notification that Landlord's restoration work is substantially complete Tenant shall forthwith complete the restoration of its improvements (but shall not be entitled to any allowance, abatement, or other inducement or concession that may have been available in connection with the original construction of the Premises) and shall reopen in the whole of the Premises fully fixtured, stocked, and staffed as soon as reasonably practical following delivery of the space by Landlord. If the Premises are damaged by a Casualty to the extent of complete or partial untenantability, all rents (except for Utilities) shall abate proportionately from the date of the Casualty until the Premises are substantially restored to the extent required of Landlord.

4.06 TERMINATION AFTER DAMAGE BY CASUALTY. Landlord shall have the right to terminate this Lease on notice to Tenant given within ninety (90) days of a Casualty if (i) insurance proceeds are unavailable or insufficient to restore the Premises as required of Landlord, or if Landlord's mortgagee does not make them available for such restoration, (ii) the Premises have been materially damaged and there is less than one (1) year of the Term remaining on the date of the casualty, (iii) Landlord is not permitted by law to rebuild the Building or the Property in substantially the same form as existed before the fire or casualty, or (iv) more than fifty (50%) of the Premises are damaged, or the Premises and/or the Building are damaged to such an extent as to make restoration uneconomical, and in such event the parties shall be relieved of any further obligation hereunder accruing after the termination date.

4.07 CONDEMNATION. If any of the Premises is taken or condemned to an extent that Tenant is unable to continue to use the Premises in the manner and for the purpose for which they were leased, either party shall have the option to terminate the Lease as to the entire Premises, on notice given to the other within thirty (30) of notification of such taking, and such termination shall be effective on the date on which Tenant is obligated to yield possession. All compensation awarded for such taking of the fee and the leasehold shall belong to the Landlord, but Landlord shall not be entitled to any portion of any award made separately to Tenant for the cost of removing its fixtures and inventory.

4.08 ADA COMPLIANCE. Nothing contained in this Lease is intended to prevent or prohibit compliance by either party with Title III of the Americans With Disabilities Act of 1990 ("ADA") nor is any provision of this Lease intended to violate ADA, and any provision that does so is hereby modified to allow compliance or deleted as necessary. Tenant shall be responsible for ensuring that the Premises complies with ADA throughout the Term. Landlord shall be responsible for ensuring that the Common Areas comply with ADA throughout the Term, subject

to partial reimbursement as part of Operating Expenses. Notwithstanding the foregoing or any other provision of this Lease to the contrary, if ADA modifications to the Premises or the Common Areas are made necessary as a result of work that Tenant does in the Premises or as a result of a permit application filed by Tenant, then the cost of such modifications shall be borne by Tenant. Tenant acknowledges Landlord's representation that the Building has received the "Shell Building Final" prior to the Commencement Date. Tenant indemnifies Landlord and Landlord's Agents for all costs, liabilities and causes of action occurring or arising as a result of Tenant's failure to comply with ADA or as a result of any violation of ADA by Tenant or Tenant's Agents in the Premises, and, at Landlord's option, Tenant will defend Landlord and Landlord's Agents against all such costs, liabilities and causes of action. Breach of this Section

4.08 is a default under this Lease.

4.09 MOLD. It is generally understood that mold spores are present essentially everywhere and that mold can grow in most any moist location. Emphasis is properly placed on prevention of moisture and on good housekeeping and ventilation practices. Tenant acknowledges the necessity of housekeeping, ventilation, and moisture control, especially in kitchens, janitor's closets, bathrooms, break rooms and around outside walls, for mold prevention. Landlord and Tenant have inspected the Premises and both certify that there is no observable mold, mildew or moisture within the Premises. Tenant agrees use reasonable efforts to maintain the Premises in a way that does not promote mold growth. Tenant agrees to promptly notify Landlord if mold, mildew or moisture conditions are observed in the Premises and take prompt and reasonable action to correct conditions which led to the mold growth. Landlord agrees to promptly notify Tenant if mold, mildew or moisture conditions are observed on the Common Area and take reasonable action to correct conditions which led to the mold growth.

4.10 SIGNS. Tenant shall have the right to place non-illuminated exterior signage in one location on the top front of the Building at Tenant's sole cost and expense. In addition, Building standard suite entry signage according to Landlord's standard signage campaign shall be provided by Landlord at its sole cost and expense. The location, quality, design, style, lighting and size of Tenant's exterior sign and any other signage shall be consistent with the Landlord's Building standard signage program (if any), shall be at Tenant's sole cost and expense, shall be compliant with all local government ordinances and shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Any signs, notices, logos, pictures, names or advertisements which are installed and that have not been individually approved by Landlord may be removed by Landlord, without notice to Tenant, such removal to be at the sole expense of Tenant. Except as specifically set forth above, Tenant may not install any signs on the exterior of the Premises, the roof of the Building or in the Common Areas. Tenant acknowledges that other tenants in the Building may be granted the right to display exterior signage. Landlord shall include Tenant's name in the Building monument sign (if any).

5.00 INSURANCE

5.01 TENANT'S INSURANCE. Tenant shall, at its own cost and expense, secure and maintain the following insurance with insurers reasonably acceptable to Landlord: (i) commercial property insurance written on a "special causes of loss" form providing fire and extended coverage insurance, including without limitation sprinkler damage, for the full replacement value of the contents of the Premises, including without limitation Tenant's improvements, plate glass, furniture, fixtures, equipment and inventory; (ii) commercial general liability insurance including without limitation coverage for contractual liability covering Tenant's obligations hereunder in which the limits of liability shall not be less than three million dollars (\$3,000,000) per occurrence, for bodily injury and property damage; and (iii) such other insurance coverage, limits

and/or endorsements as Landlord or any mortgagee of the Project may reasonably require from time to time. All such policies shall be primary and non-contributing with any coverage that Landlord may carry, shall name Landlord (and/or Landlord's mortgagees and/or managing agent, if requested) as additional insured, and shall provide for Landlord to receive written notice at least thirty (30) days prior to any material alteration or cancellation. Such insurance may be carried under a blanket policy or policies provided that the proceeds from such policies shall not be less than would have been available if the insurance had been obtained under separate or non-blanket policies. Tenant shall furnish to Landlord from time to time upon ten (10) business days request a current Certificate of Insurance, evidencing the coverage and endorsements

above required, failing which Landlord shall have the right, but not the obligation, to purchase the required insurance on Tenant's behalf and one hundred ten percent (110%) of the amount incurred shall be due from Tenant as Additional Rent.

5.02 WAIVER OF SUBROGATION. Each party hereby waives every right or cause of action for the events which occur or accrue during the Term for any and all loss of, or damage to, any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible), which loss or damage is covered (or would have been covered if such party had maintained the coverage required under this Lease) by valid and collectible commercial property insurance or similar policies covering real property, personal property or business interruption insurance policies, to the extent that such loss or damage is recovered (or would have been recovered if such coverage were in effect as required hereunder) under said insurance policies. Said waivers are in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss or damage to property of the parties hereto. Each party will give its insurance carrier written notice of the terms of such mutual waiver, and the insurance policies will be properly endorsed, if necessary, to prevent the invalidation of coverage by reason of said waiver.

5.03 INDEMNIFICATION BY TENANT/LANDLORD. (a) Tenant shall indemnify, save harmless and defend Landlord and Landlord's Agents from and against all claims, damages, costs, liabilities, losses and the like (including without limitation reasonable legal fees, court costs and the like) incurred in connection with loss of life, bodily injury and damage to property (including without limitation the property and person of Tenant and Tenant's Agents) arising from or relating to the following: (i) any occurrence in, on or about the Premises, and any loading platform or other area outside of the Premises allocated to Tenant's use, except if directly and solely caused by the negligence or willful misconduct of Landlord or Landlord's Agents, (ii) Tenant's use or occupancy of the Premises, (iii) any act or omission of Tenant, Tenant's Agents, Tenant's customers, clients, family members, assignees, subtenants or guests, or attributable to property of Tenant on the Common Areas, or (iv) the negligence or willful misconduct of Tenant or Tenant's Agents. Tenant shall have no liability for consequential, indirect or punitive damages, and Landlord waives any right it may have to claim same.

(b) Subject to the limitation on Landlord's liability provided in Section 5.05, and except for any claims arising from the negligence or willful misconduct of Tenant or Tenant's Agents, Landlord hereby indemnifies and agrees to hold Tenant and Tenant's Agents harmless from and against any and all costs, penalties, damages, claims, causes of action, obligations, liabilities and expenses (including reasonable attorneys' fees) (collectively, "claims") suffered by or claimed against Tenant, directly and solely resulting from Landlord's or Landlord's Agents' negligence or willful misconduct. Landlord shall have no liability for consequential, indirect or punitive damages, and Tenant waives any right it may have to claim same.

5.04 LANDLORD'S LIABILITY EXCLUDED. Notwithstanding anything to the contrary herein, Landlord shall have no liability whatsoever for any injury or death to persons or loss or damage to property caused by (i) fire, smoke, explosion, falling plaster, falling ceiling tiles, falling stucco, falling fixtures, steam, gas, fumes, vapors, electricity, water, rain, flood, snow, sleet, ice, dampness, sewer or down spout backups, or leaks, including without limitation from pipes, sprinklers, appliances, wiring, plumbing, roofs, windows, subfloors or ceilings, (ii) any third party including without limitation occupants of adjacent premises or property, or any private, public or quasi-public work, or (iii) the failure or interruption of any utility, trash removal or other service, whether provided directly by a third party or through Landlord, in each case unless directly and solely caused by the negligence or