

**DEED OF LEASE
(Eaton Place, Fairfax, VA)**

ARTICLE 1

BASIC PROVISIONS

This Article contains the basic provisions of this Lease between the Landlord and Tenant identified below.

- A. Date of Lease:** _____
- B. Landlord (legal entity):** KENWOOD MCLEAN PLAZA LLC, TOURKIN MCLEAN 1031 LLC, MARK A. GROSS OLD DOMINION LLC and 1334 ASHTON ROAD INVESTORS LLC, collectively, as tenants-in-common
- Address:** c/o Kenwood Management Company, 5272 River Road, Suite 725, Bethesda, MD 20816, Attn: William K. Singer
- C. Tenant (legal entity):** INSERT TENANT
- Address:** _____
- D. Premises:** approximately _____ square feet having an address of 6862 Elm Street, McLean, VA 22101, shown on **Exhibit A** attached hereto and made a part hereof.
- E. Building:** the building in which the Premises is located, consisting of approximately 104,732 square feet.
- F. Site:** the tract of land and grounds and any Common Areas associated with the Building, including landscaping, parking, walkways and other facilities and installations therein, as determined by Landlord and as may be further outlined on **Exhibit A** hereto.
- G. Project:** the Building and Site.
- H. Commencement Date:** The day upon which Landlord delivers possession of the Premises to Tenant. The anticipated Commencement Date is _____20__, subject to adjustment as set forth herein.
- I. Expiration Date:** The last day of the _____ (__) full calendar month following the Commencement Date.
- J. Permitted Use:** Office use and for no other purpose.
- K. Annual Base Rent:**
- L. Security Deposit:** \$ _____, pursuant to Article 28.A.
- Advance Payment of Rent:** \$ _____ pursuant to Article 3.A

M. Taxes, Insurance and Common Area Expenses: Tenant shall make the payments required under Articles 4, 5 and 6. The "Tax Base Year" shall mean tax fiscal year _____. The base year for Common Area Expenses ("CAM Base Year") shall mean calendar year _____.

N. Broker With Whom Tenant Has Dealt: _____
Broker With Whom Landlord Has Dealt: _____

O. Guarantor: _____

P. Riders/Exhibits: **Rider One** (Rules); **Exhibit A** (Premises), **Exhibit B** (Certificate Affirming Commencement Date and Expiration Date); and **Exhibit C** (Guaranty).

The foregoing provisions shall be interpreted and applied in accordance with the other provisions of this Lease. The terms of this Article, and the terms defined in Article 29 and other Articles, shall have the meanings specified therefor when used as capitalized terms in other provisions of this Lease.

ARTICLE 2

TERM

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for a term ("Term") commencing on the Commencement Date and ending on the Expiration Date, unless sooner terminated as provided herein, subject to the provisions herein contained. If the Commencement Date shall occur on a day other than the first day of a calendar month, then the first "Lease Year" shall include that portion of a calendar month in which the Commencement Date occurs in addition to the first twelve (12) month period. Each successive full twelve (12) month period during the Term shall constitute a "Lease Year" for purposes of this Lease. The Commencement Date shall be postponed and Rent shall be abated to the extent Landlord fails to deliver possession of the Premises for any reason, except to the extent that Tenant, its contractors, agents or employees in any way contribute to such failure. If Landlord so fails for a ninety (90) day initial grace period, or such additional time as may be necessary due to fire or other casualty, strikes, lock-outs or other labor troubles, shortages of equipment or materials, governmental requirements, power shortages or outages, acts or omissions of Tenant or other parties, or other causes beyond Landlord's reasonable control, Tenant shall have the right to terminate this Lease by written notice to Landlord any time thereafter up until Landlord delivers the Premises to Tenant. Any such delay in the Commencement Date shall not subject Landlord to liability for loss or damage resulting therefrom, and Tenant's sole recourse with respect thereto shall be the abatement of Rent and right to terminate this Lease described herein. If the Commencement Date is delayed, the Expiration Date shall be similarly extended. If Tenant shall be permitted to enter the Premises prior to the Commencement Date, Tenant shall comply with all terms and provisions of this Lease and Rent shall commence on such date, but the Expiration Date shall not be advanced thereby. If requested by Landlord, Tenant shall, within fifteen (15) days after such request sign a certificate acknowledging the Commencement Date and the Expiration Date in the form attached hereto and made a part hereof as **Exhibit B**.

If Tenant takes possession of the Premises prior to the Commencement Date, such possession shall be subject to all the terms and conditions of the Lease and Tenant shall pay Base Rent and additional rent to Landlord for each day of occupancy prior to the Commencement Date. Notwithstanding the foregoing, if Tenant,

with Landlord's prior approval, takes possession of the Premises prior to the Commencement Date for the sole purpose of performing any Landlord approved improvements therein or installing, or causing others to install on behalf of Tenant, various furniture, equipment or other personal property of Tenant, such possession shall be subject to all of the terms and conditions of the Lease, except that Tenant shall not be required to pay Base Rent or any additional rental with respect to the period of time prior to the Commencement Date during which Tenant performs, or causes others to perform, such work, Tenant shall, however, be liable for the cost of any services (e.g., overtime HVAC, or use of any "freight elevators", if applicable) that are provided to Tenant or the Premises during the period of Tenant's possession prior to the Commencement Date. Nothing herein shall be construed as granting Tenant the right to take possession of the Premises prior to the Commencement Date, whether for construction, fixturing or any other purpose, without the prior consent of Landlord.

ARTICLE 3

PAYMENT OF RENT AND OTHER CHARGES

A. Base Rent. Tenant shall pay Landlord the monthly Base Rent in advance on or before the first day of each calendar month during the Term, except that when Tenant executes this Lease, Tenant shall make an advance payment of one (1) monthly installment of Rent. The Base Rent shall be increased as provided in Article 1.

B. Prorations. If the Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, the Base Rent and any other amounts payable on a monthly basis shall be prorated on a per diem basis for such partial calendar months. If the Base Rent is scheduled to increase under Article 1 other than on the first day of a calendar month, the amount for such month shall be prorated on a per diem basis to reflect the number of days of such month at the then current and increased rates, respectively.

C. General Payment Matters. Whenever it is provided by the terms of this Lease that Tenant is required to make any payment to Landlord other than of Base Rent, such payment shall be deemed to be additional rent ("Additional Rent" and Additional Rent and Base Rent shall hereinafter sometimes collectively be referred to as "Rent"). Unless otherwise expressly specified herein, Additional Rent shall be paid by Tenant with the installment of Monthly Base Rent thereafter falling due. Rent shall be paid to Landlord at the address set forth in Article 1 or such other address as to which Landlord shall provide advance notice. Tenant shall pay any rent tax, sales tax, service tax, transfer tax, or any other tax on the Rent or otherwise respecting this Lease. Rent shall be paid without any prior demand or notice therefor, and shall be paid without any deduction, recoupment, set-off or counterclaim, and without relief from any valuation or appraisal laws.

ARTICLE 4

TAXES

A. Assessment. Tenant shall pay Tenant's Share (as defined hereinafter) of any increase in Taxes, as defined in Article 29, over the Tax Base Year, as specified in Article 1 For all purposes of this Lease, "Tenant's Share" shall be determined by dividing the rentable square footage of the Premises by the total rentable square feet in the Building. Tenant shall not be entitled to a credit if the Taxes in any year subsequent to the Tax Base Year are less than the Taxes in the Tax Base Year.

B. Tax Protests, Refunds, Supplemental Billings and Fiscal Tax Years. Landlord reserves the sole right to protest, appeal and otherwise seek to reduce or minimize Taxes hereunder, and any expenses incurred by Landlord in connection therewith (including, without limitation, fees and expenses for attorneys, consultants, appraisers and other experts) shall be included in "Taxes" during the year paid. Tenant shall reasonably cooperate with Landlord in any such efforts. Tax refunds shall be deducted from Taxes in the year received by Landlord, but if any refund shall relate to Taxes paid in a prior year of the Term and the Lease shall have expired, Landlord shall mail Tenant's share of such net refund (after deducting expenses and attorneys' fees), up to the amount Tenant paid towards such Taxes during such year, to Tenant's last known address. If Taxes for any period during the Term shall be increased after payment for any reason, including without limitation error, reassessment, or supplemental billing, Tenant shall pay Tenant's share of such increased Taxes as required hereunder. If any Taxes shall be paid based on bills by a taxing authority using a fiscal year other than a calendar year, Landlord may elect from time to time to require payments by Tenant based on: (i) amounts paid or payable for or during each fiscal tax year, (ii) amounts paid or payable during each calendar year, averaging the bills for each calendar year based on the number of days or months of such year included in each fiscal tax year, or (iii) amounts paid or payable during each calendar year without regard to such fiscal years. If Landlord determines Taxes based on fiscal tax years as provided in clause (i), Taxes for any initial or final partial fiscal tax years included in the Term shall be prorated on a per diem basis. If Landlord determines Taxes based on calendar years as provided in clauses (ii) or (iii) or because the taxing body uses a calendar fiscal year, Taxes for any initial or final partial calendar years included in the Term shall be prorated on a per diem basis.

C. Tenant's Personal Property Taxes. Tenant shall pay before delinquent all taxes, assessments, license fees, charges or other governmental impositions assessed against or levied or imposed upon Tenant's business operations, Tenant's leasehold interest, or based on Tenant's use or occupancy of the Premises, or Tenant's fixtures, furnishings, equipment, leasehold improvements, inventory, merchandise, or personal property located in or about the Premises (whether or not title shall have vested in Landlord pursuant to any provision hereof). Whenever possible, Tenant shall cause all such items to be assessed and billed separately from the property of Landlord and other parties. If any such items shall be assessed and billed with the property of Landlord or another party, Landlord shall include the same or an appropriate portion thereof in Taxes hereunder or shall reasonably allocate the same or an appropriate share thereof between Tenant and such other party (and Tenant shall pay the amount so allocated to Tenant).

ARTICLE 5

INSURANCE

A. Tenant's Insurance. Tenant shall maintain during the Term: (i) commercial general liability insurance, with a contractual liability endorsement covering Tenant's indemnity obligations under this Lease, and with limits of not less than \$3,000,000 combined single limit for personal injury, bodily injury or death, or property damage or destruction (including loss of use thereof) per occurrence, (ii) workers' compensation insurance as required by statute, and employer's liability insurance in the amount of at least \$500,000 per occurrence, (iii) environmental impact liability insurance ("EIL") in the amount of at least \$2,000,000 per claim (and which shall apply to claims made during the Term and for a period of at least 18 months thereafter), and (iv) "all-risk" property and casualty insurance written on an ISO Special Causes of Loss Form, or its equivalent, covering Tenant's inventory, personal property, business records, furniture, floor coverings, fixtures and equipment, and all leasehold improvements or Work (as defined in Article 10) installed by or for Tenant for damage or other loss caused by fire or other casualty or cause including, but not limited to, vandalism and malicious mischief, theft, explosion, business interruption, and water damage of any type, including sprinkler leakage, bursting and stoppage of pipes, and other insurable risks. Such property damage insurance shall be in amounts not less than the full insurable replacement value of such property and full insurable replacement value of such other interests of Tenant. All insurance required hereunder shall be provided by responsible insurers rated at least A and 10 in the then current edition of Best's Insurance Guide and shall be licensed in the State in which the Project is located. Tenant's insurance shall be primary, and any insurance maintained by Landlord or any other additional insureds hereunder shall be excess and noncontributory. Landlord shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Tenant hereunder from time to time consistent with insurance customarily required of similar tenants.

B. Landlord's Insurance. Landlord shall maintain such insurance ("Insurance") respecting the Project as Landlord deems appropriate or as may be required by any Lender. Without limiting the generality of the foregoing, Landlord's Insurance may include commercial general liability insurance for personal and bodily injury, death and property damage, "all risk" replacement value insurance on the Building and Project, including without limitation, earthquake, flood, boiler and rent loss coverage, automobile, worker compensation and employer liability insurance.

C. Certificates, Subrogation and Other Matters. Tenant shall provide Landlord with certificates evidencing the coverage required hereunder (and with respect to liability coverage showing Landlord and Landlord's managing agent for the Project and others designated by Landlord as additional insureds). Tenant shall provide such certificates prior to the Commencement Date or Tenant's possession of the Premises or construction of improvements therein (whichever first occurs). Tenant shall provide renewal certificates to Landlord at least thirty (30) days prior to expiration of such policies. Such certificates shall state that the coverage may not be reduced or canceled without at least thirty (30) days' prior written notice to Landlord. The parties mutually hereby waive all rights and claims against each other for all losses covered by their respective insurance policies, and waive all rights of subrogation of their respective insurers. The parties agree that their respective insurance policies are now, or shall be, endorsed so that such waivers of subrogation shall not affect their respective rights to recover thereunder.

D. Waiver of Claims. Except for claims arising from Landlord's intentional or grossly negligent acts that are not covered by Tenant's insurance hereunder, Tenant waives all claims against Landlord for injury or death to persons, damage to property or to any other interest of Tenant sustained by Tenant or any party claiming through Tenant resulting from: (i) any occurrence in or upon the Premises, (ii) leaking of roofs, bursting, stoppage or leaking of water, gas, sewer or steam pipes or equipment, including sprinklers, (iii) wind, rain, snow, ice, flooding, freezing,

fire, explosion, earthquake, excessive heat or cold, fire or other casualty, (iv) the Building, Premises, systems or equipment therefor being defective, out of repair, or failing, and (v) vandalism, malicious mischief, theft or other acts or omissions of any other parties including, without limitation, other tenants, contractors and invitees. To the extent that Tenant is required to or does carry insurance hereunder, Tenant agrees that Tenant's property loss risks shall be borne by such insurance, and Tenant agrees to look solely to and seek recovery only from its insurance carriers in the event of such losses; for purposes hereof, any deductible amount shall be treated as though it were recoverable under such policies.

ARTICLE 6

COMMON AREAS AND EXPENSES

A. Common Areas. Tenant and Tenant's employees and invitees may use the Common Areas on a non-exclusive basis in common with all other parties to whom the right to use such Common Areas has been or is hereafter granted. Tenant shall not interfere in any way with the use of the Common Areas by such other parties, and Tenant's use of the Common Areas shall be subject to the other provisions of this Lease. "Common Areas" shall have the meaning specified therefor in Article 29.

B. Common Area Maintenance and Expenses. Landlord shall administer, operate, clean, maintain and repair the Common Areas. Tenant shall pay Tenant's Share of Landlord's "Common Area Expenses" (as defined in Article 29) that Landlord pays during any calendar year any portion of which occurs during the Term (subject to proration for partial initial or final years as provided in Article 3). Tenant shall pay Tenant's Share of any increases in Common Area Expenses over the CAM Base Year, as defined in Article 1; it being agreed, however, that Tenant shall not be entitled to a credit if Common Area Expenses in any year subsequent to the CAM Base Year which are less than the Common Area Expenses in the CAM Base Year.

ARTICLE 7

MAINTENANCE AND REPAIR OF PREMISES

A. Condition of Premises. Tenant has inspected the Premises, and the systems and equipment serving the Premises, or has had an opportunity to do so, and agrees to accept the same "as is" without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements.

B. Tenant Maintenance and Repairs. Tenant shall keep the Premises in good working order, repair and condition (which condition shall also be clean, sanitary, sightly and free of pests and rodents, and which repairs shall include necessary replacements, and expenditures required to comply with all Laws now or hereafter enacted, whether the work is structural, involves a capital expenditure or results in a benefit extending beyond the Term) in the operation of Tenant's business and to the use, condition, configuration or occupancy of the Premises. Tenant's obligations hereunder shall include but not be limited to: (a) Tenant's trade fixtures and equipment, (b) ceilings, (c) interior sides of demising walls and all interior walls, (d) interior wall-coverings and paint, (e) interior doors (and hardware and frames), (f) security gates, (g) showcases and storefronts, (h) signs, (i) exterior and interior glass (including plate glass), (j) window mullions and gaskets, (k) cabinets, (l) millwork, paneling and other finish work, (m) roof penetrations made or used by or for Tenant, (n) interior drainage systems, plumbing fixtures and equipment, lines for water and sewer (including free flow up to the common sewer line), (o) keys and locks, (q) exterminating, (r)

fire extinguishers, sprinklers and other fire protection systems (including any modifications or additional sprinkler heads required by reason of Tenant's business, leasehold improvements or the location of Tenant's partitions, trade fixtures or other items, or by any Law or requirements of Landlord's insurers, including requirements in order to qualify for the full rate allowance for sprinklers), and (s) other systems, equipment, fixtures, alterations and improvements which serve the Premises exclusively (including, without limitation, any supplemental air conditioning units, private showers, private restrooms, and kitchens, including any plumbing in connection therewith), whether installed by Landlord or Tenant. Tenant, at Landlord's option, shall also perform or reimburse Landlord for any repairs, maintenance and replacements to areas of the Building or Project outside the Premises caused as a result of moving any furniture, fixtures, or other property to or from the Premises, or otherwise caused by Tenant or any other occupant of the Premises, or any of their employees, agents, invitees or contractors. Any repairs or other work by Tenant hereunder shall be deemed "Work" under Article 10, and shall be subject, to all of the requirements thereunder. The installation of any new or replacement equipment, components or parts shall be subject to Landlord's prior written approval as to make, manufacturer, quality, installation, contractor, and such other items as Landlord may reasonably require and shall in all cases be the same or better quality than the original items. If Tenant causes damages to an area outside of its Premises as a result of the use of a private restroom or plumbing equipment in the Premises, Tenant shall reimburse Landlord all costs and expenses incurred by Landlord to remedy such damage and to restore such others to the condition which existed immediately prior to such damage.

In addition, Tenant covenants and warrants that (a) its use of the Premises shall not (i) cause or contribute to the growth of mold, fungi, or other harmful bacteria (collectively, "Mold") due to the presence of water in the Premises, or (ii) increase the humidity levels within the Premises above commercially reasonable humidity levels; and (b) Tenant shall (i) keep the Premises adequately ventilated at all times; (ii) repair any condition of the Premises resulting from Tenant's acts or omissions that could contribute to mold growth in the Premises, including, without limitation, any condition of water collection or condensation; (iii) regularly inspect all window areas or other areas of potential water condensation. Tenant shall notify Landlord in writing immediately of any visible signs of Mold growth in the Premises, of any water leak or excessive water condensation, or if Tenant has reason to believe the Mold growth has or will occur in the Premises. Tenant shall use its best efforts to remove immediately any excess water caused by any leak. Tenant shall indemnify, defend and hold Landlord and Landlord's agents, employees, affiliates and mortgagees harmless from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs of remediation, or other costs and expenses (including, without limitation, attorneys' fees, consultants' fees, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way relating to the presence of Mold in the Premises due to the negligence, act or omission of Tenant or due to Tenant's failure to comply with the obligations set forth in this paragraph.

C. Landlord Maintenance and Repairs. Landlord shall make all necessary repairs to the structural of the Premises and the Building and the base Building mechanical, electrical, plumbing, heating and air conditioning systems. As conditions to Landlord's repair obligations, Tenant shall give Landlord reasonable prior notice of the necessity for such repairs, and any damage shall not have been caused by any act or omission of Tenant or any other occupant of the Premises, or any of their employees, agents, invitees or contractors.

ARTICLE 8

UTILITIES AND SERVICES

A. Services. Throughout the Term, Landlord shall furnish to Tenant (i) water (hot and cold) at those points of supply provided for general use of tenants of the Building; (ii) heated and refrigerated air conditioning as

appropriate, at such times as Landlord normally furnishes these services to all tenants of the Building during Standard Building Operating Hours as hereinafter defined (i.e., except for the following National Holidays i.e., New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day), and at such temperatures and in such amounts as are reasonably considered by Landlord to be standard; (iii) janitorial service to the Premises in a manner comparable to other similar buildings in the vicinity of where the Building is located on weekdays other than National Holidays for Building-standard installations, provided that Landlord reserves the right to bill Tenant separately for extra janitorial service required for non-standard installations and such window washing as may from time to time in Landlord's judgment be reasonably required; (iv) elevators for ingress and egress to the floor on which the Premises are located, in common with other tenants, provided that Landlord may reasonably limit the number of elevators to be in operation at times other than during customary business hours and on holidays; provided, however, at least one (1) such elevator shall be available twenty (24) hours per day, seven (7) days per week, (v) replacement of Building-standard light bulbs and fluorescent tubes, provided that Landlord's standard charge for such bulbs and tubes shall be paid by Tenant; and (vi) electrical current during normal business hours other than for special lighting, equipment that requires more than 110 volts, or other equipment whose electrical energy consumption exceeds normal office usage or that requires more than 4 watts per square foot. Landlord shall maintain the Common Areas of the Building in reasonably good order and condition, except for damage occasioned by Tenant, or its employees, agents or invitees. If Tenant desires any of the services specified in this Section 8A at any time other than times herein designated, such services shall be supplied to Tenant upon the written request of Tenant delivered to Landlord before 3:00 p.m. on the business day preceding such extra usage, and Tenant shall pay to Landlord the cost of such services within ten (10) days after Landlord has delivered to Tenant an invoice therefor. As of the date hereof, the cost of providing after-hours heating and air conditioning is Seventy-Five Dollars (\$75.00) per hour, which amount is subject to increase from time to time, which cost included electricity, maintenance, wear and tear and depreciation.

B. Excess Utility Use. Landlord shall furnish electrical current for special lighting, equipment that requires more than 110 volts, or other equipment whose electrical energy consumption exceeds normal office usage through the then-existing feeders and risers serving the Building and the Premises, and Tenant shall pay to Landlord the cost of such service within ten (10) days after Landlord has delivered to Tenant an invoice therefor. Landlord may determine the amount of such additional consumption and potential consumption by either or both: (i) a survey of standard or average tenant usage of electricity in the Building performed by a reputable consultant selected by Landlord and paid for by Tenant; or (ii) a separate meter in the Premises installed, maintained, and read by Landlord, at Tenant's expense. Tenant shall not install any electrical equipment requiring special wiring or requiring voltage in excess of 110 volts or otherwise exceeding Building capacity unless approved in advance by Landlord. The use of electricity in the Premises shall not exceed the capacity of existing feeders and risers to or wiring in the Premises. Any risers or wiring required to meet Tenant's excess electrical requirements shall, upon Tenant's written request, be installed by Landlord, at Tenant's cost, if, in Landlord's sole and absolute judgment, the same are necessary and shall not cause permanent damage or injury to the Building or the Premises, cause or create a dangerous or hazardous condition, entail excessive or unreasonable alterations, repairs, or expenses, or interfere with or disturb other tenants of the Building. If Tenant uses machines or equipment in the Premises which affect the temperature otherwise maintained by the air conditioning system or otherwise overload any utility, Landlord may install supplemental air conditioning units or other supplemental equipment in the Premises, and the cost thereof, including the cost of installation, operation, use, and maintenance, shall be paid by Tenant to Landlord within ten (10) days after Landlord has delivered to Tenant an invoice therefor.

C. Water in the Premises. Landlord shall provide hot and cold water for use in the lavatories on the floor on which the Premises is located. If Tenant desires water in the Premises for any other approved reason, including a private lavatory or kitchen, cold water shall be supplied, at Tenant's sole cost and expense, from the

Building water main through a line and fixtures installed at Tenant's sole cost and expense with the prior reasonable consent of Landlord. If Tenant desires hot water in the Premises, Tenant, at Tenant's sole cost and expense, and subject to the prior reasonable consent of Landlord, may install a hot water heater in the Premises and Tenant shall be solely responsible for maintenance and repair of any such hot water heater.

D. Standard Building Operating Hours. Normal hours of building operations are 8:00 a.m. to 6:00 p.m. Monday through Friday, and 9:00 a.m. to 1:00 p.m., Saturday, except for federal holidays in which case the Building will not be deemed to be in operation.

E. Interruptions. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utilities or services and Tenant shall not be entitled to terminate this Lease or abate any portion of the Rent due under the Lease as a result of such failure or interruption.

ARTICLE 9

USE AND RULES

Tenant shall use the Premises for the purpose set forth in Article 1 and no other purpose whatsoever, subject to and in compliance with any existing certificate of occupancy for the Premises, and without disturbing or interfering with any other tenant or occupant of the Building or Project or of any other property. Tenant shall not use the Premises in any manner so as to cause a cancellation of Landlord's insurance policies, or an increase in the premiums thereunder, and Tenant shall comply with all requirements of Landlord's insurers and Lenders respecting Tenant's use of the Premises. Tenant acknowledges that the use of the Premises permitted hereunder is subject to any restrictions or requirements contained in any Laws (as defined in Article 29), and any covenants, conditions or restrictions of record: Tenant shall comply with all such requirements relating to the Premises or Tenant's use thereof during the Term, shall obtain any necessary variances, business licenses, certificates, approvals or permits required thereunder prior to the Commencement Date (including, without limitation, any fire department approvals) and shall maintain the same during the Term (and any failure to obtain or revocation of the same shall not invalidate this Lease). To the extent that Landlord receives a fine or penalty relating to any non-compliance by Tenant with any Laws, Tenant shall reimburse Landlord for such fine or penalty, together with interest at the Default Rate, within thirty (30) days after receipt of an invoice therefore. In addition, Tenant shall comply with the rules set forth in Rider One hereto as the same may be amended or supplemented hereunder (the "Rules"). Landlord shall have the right by notice to Tenant or by posting at the Project to reasonably amend such Rules and supplement the same with other reasonable Rules relating to the Project or the promotion of safety, care, cleanliness or good order therein. Nothing herein shall be construed to give Tenant or any other party any claim against Landlord arising out of the violation of such Rules by any other tenant, occupant or visitor of the Project, or out of the enforcement, modification or waiver of the Rules by Landlord in any particular instance.

ARTICLE 10

TRADE FIXTURES, ALTERATIONS AND LIENS

A. Approval. Tenant shall not attach any fixtures, equipment or other items to the Premises or make any additions, changes, alterations or improvements to the Premises or the systems or equipment serving the Premises (all such work referred to collectively herein as the "Work"), without the prior written consent of Landlord. Landlord shall not unreasonably withhold consent, except that Landlord reserves the right to withhold consent in Landlord's sole discretion for Work affecting the structure, safety or security of the Project or Premises, the systems or equipment, or the appearance of the Premises from any Common Areas.

B. Conditions. Landlord reserves the right to impose requirements as a condition of such consent or otherwise in connection with the Work, including without limitation, requirements that Tenant: (i) submit for Landlord's prior written approval detailed plans and specifications prepared by licensed and competent architects and engineers, (ii) submit for Landlord's prior written approval the names, addresses and background information concerning all contractors, subcontractors and suppliers, (iii) obtain and post permits, bonds, and additional insurance, (iv) submit unconditional waivers of mechanics' and materialman's liens against the Premises and the Project from all proposed contractors, subcontractors laborers and material suppliers for all work, labor and services to be performed and materials to be furnished in connection with the Work, (v) use union labor, (vi) permit Landlord to inspect the Work at reasonable times, and (vii) comply with such other requirements as Landlord may impose concerning the manner and times in which such Work shall be done. Landlord may require that all Work be performed under Landlord's supervision. If Landlord consents, inspects or supervises, or recommends any suppliers, contractors, architects or engineers, the same shall not be deemed a warranty as to the adequacy of the design, workmanship or quality of materials, or compliance of the Work with the plans and specifications or any Laws.

C. Performance of Work. All Work shall be performed: (i) in a thoroughly first class, professional and workmanlike manner, (ii) only with materials that are new, high quality, and free of material defects, (iii) strictly in accordance with plans and specifications approved by Landlord in advance in writing, (iv) so as not to adversely affect the systems and equipment or the structure of the Building, (v) diligently to completion and so as to cause the least possible interference with other tenants and the operation of the Building and Project, and (vi) in compliance with all Laws and other provisions of this Lease. If Tenant fails to perform the Work as required herein or the materials supplied fail to comply herewith or with the specifications approved by Landlord, and Tenant fails to cure such failure within 48 hours after notice by Landlord (except that notice shall not be required in emergencies), Landlord shall have the right to stop the Work until such failure is cured (which shall not be in limitation of Landlord's other remedies and shall not serve to abate the Rent or Tenant's other obligations under this Lease). Upon completion of any Work hereunder, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials.

D. Removal of Work. All Work hereunder shall remain or be removed from the Premises upon expiration or earlier termination of this Lease to the extent required under Article 13 hereof.

E. Liens. Tenant shall keep the Project, Building, Premises and this Lease free from any mechanic's, materialman's or similar liens or encumbrances, and any claims therefor, in connection with any Work. Tenant shall give Landlord notice at least ten (10) days prior to the commencement of any Work (or such additional time as may be necessary under applicable Laws), to afford Landlord the opportunity of posting and recording appropriate notices of non-responsibility. If any lien (or a petition to establish such a lien) is filed in connection with any Work, such lien (or petition) shall be discharged by Tenant within ten (10) days after notice from Landlord thereof, at

Tenant's sole cost and expense, by the payment thereof or the posting of a bond acceptable to Landlord. If Tenant fails to do so, Landlord may pay the amount or take such other action as Landlord deems necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by Landlord shall be deemed Additional Rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord. Nothing contained in this Lease shall authorize Tenant to do any act which shall subject Landlord's title to the Project, Building or Premises to any such notices, liens or encumbrances whether claimed by operation of statute or other Law or express or implied contract and Tenant is not and shall not be deemed the agent of Landlord for purposes of any statute regarding the ordering of work, labor or materials for the Building or incurring any liability, obligation (contractual or otherwise) or debt in the name or on behalf of Landlord or the Building.

F. Landlord's Fees and Costs. Tenant shall pay Landlord a reasonable fee to cover Landlord's overhead and out-of-pocket costs, including the cost of any outside engineer, architect or consultant, in reviewing Tenant's plans and specifications and performing any supervision of the Work, and such fees as Landlord may reasonably impose for utilities, trash removal, temporary barricades and other matters in connection with the Work.

G. Excessive Floor Load. If the Premises are located on the second (2nd) floor of the Building or above, Landlord shall have the right to prescribe the weight and method of installation for heavy fixtures and equipment to be installed in such Premises. Tenant shall not, without Landlord's prior written approval, install in the Premises any fixtures, equipment or machinery that will place a load upon the floor exceeding the designed floor load capacity. Tenant shall be liable for all damage done to the Building by installing or removing any article of Tenant's equipment or due to its being in the Premises. Landlord shall repair any such damage at Tenant's expense, and Tenant shall pay the cost therefor to Landlord upon demand, as Additional Rent.

ARTICLE 11

CASUALTY DAMAGE

A. Restoration by Landlord. If the Premises shall be damaged by fire or other casualty, Landlord shall use available insurance proceeds to repair the Premises, except that Landlord shall not be required to repair or replace any of Tenant's furniture, furnishings, fixtures or equipment, or any alterations or improvements installed by or for Tenant, and Landlord's obligations shall be subject to any governmental requirements or requirements of any Lender and such Lender's right to control, apply or withhold such insurance proceeds. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to Tenant's business resulting in any way from such damage or the repair thereof.

B. Abatement of Rent. Landlord shall allow Tenant a proportionate abatement of Base Rent from the date of the casualty through the date that Landlord substantially completes Landlord's repair obligations hereunder (or the date that Landlord would have substantially completed such repairs, but for delays by Tenant, or any other occupant of the Premises, or any of their agents, employees, invitees, transferees and contractors), provided such abatement- (i) shall apply only to the extent the Premises is untenable for the purposes permitted under this Lease and not used by Tenant as a result thereof, based proportionately on the square footage of the Premises so affected and not used, and (ii) shall not apply if Tenant or any other occupant of the Premises, or any of their agents, employees, invitees, transferees or contractors cause the damage.

C. Termination of Lease. Notwithstanding the foregoing to the contrary, in lieu of performing the repair work, Landlord may elect to terminate this Lease, but only if the Building or Project is materially damaged by Tenant

or any other occupant of the Premises, or any of their agents, employees, invitees, transferees or contractors, or if the Building is damaged by fire or other casualty or cause such that: (a) more than twenty-five percent (25%) of the Building is affected by the damage, (b) the damage occurs less than two (2) years prior to the end of the Term, (c) any Lender requires that the insurance proceeds or any portion thereof be applied to the mortgage debt (or terminates the ground lease, as the case may be), or the damage is not fully covered by Landlord's insurance policies, or (d) in Landlord's reasonable opinion, the cost of the repairs, alterations, restoration or improvement work would exceed twenty-five percent (25%) of the replacement value of the Building (whether or not the Premises is affected). In any such case, Landlord may terminate this Lease by notice to Tenant within 120 days after the date of damage (such termination notice to include a termination date providing at least thirty (30) days for Tenant to vacate the Premises). Tenant agrees that Landlord's obligation to restore, and the abatement of Rent provided herein, shall be Tenant's sole recourse in the event of such damage, and waives any other rights Tenant may have under any applicable Law to terminate this Lease by reason of damage to the Premises or the Building.

ARTICLE 12

CONDEMNATION

If at least twenty-five percent (25%) of the square footage of the Premises shall be taken by power of eminent domain or condemned by a competent authority or by conveyance in lieu thereof for public or quasi-public use ("Condemnation"), including any temporary taking for a period of one year or longer, this Lease shall terminate on the date possession for such use is so taken. If: (i) less than twenty-five percent (25%) of the Premises is taken, but the taking includes a material portion of the Building or Project, or (ii) the taking is temporary and will be in effect for less than one year but more than thirty (30) days, then in either such event, Landlord may elect to terminate this Lease upon at least thirty (30) days' prior written notice to Tenant. The parties further agree that: (a) if this Lease is terminated, all Rent shall be apportioned as of the date of such termination or the date of such taking, whichever shall first occur, (b) if the taking is temporary, Rent shall be abated for the period of the taking (but the Term shall not be extended thereby), and (c) if this Lease is not terminated but any part of the Premises is taken, the Rent shall be proportionately abated based on the square footage of the Premises so taken. Landlord shall be entitled to receive the entire award or payment in connection with such Condemnation and Tenant hereby assigns to Landlord any interest therein for the value of Tenant's unexpired leasehold estate or any other claim and waives any right to participate therein, except that Tenant shall have the right to file any separate claim available to Tenant for moving expenses and any taking of Tenant's personal property, provided such award is separately payable to Tenant and does not diminish the award available to Landlord or any Lender.

ARTICLE 13

RETURN OF POSSESSION

A. Condition of Premises and Removal of Property. At the expiration or earlier termination of this Lease or Tenant's right of possession, Tenant shall: (a) surrender possession of the Premises in broom-clean condition and good repair, free of debris, and otherwise in the condition required under Article 7, (b) ensure that all signs, movable trade fixtures and personal property (except items originally provided by Landlord) have been removed from the Premises (subject to Article 28), and (c) ensure that any damage caused by such removal has been repaired in a good and workmanlike manner (and Landlord may deny permission to remove items where such removal may damage the structural integrity of the Building).

B. Removal of Leasehold Improvements. At Landlord's option, all leasehold improvements and other non-trade fixtures, equipment, systems and decorations for the Premises or Building in or serving the Premises, whether installed by Tenant or Landlord, shall be Landlord's property and shall remain, all without compensation, allowance or credit to Tenant. The term "leasehold improvements and non-trade fixtures" shall include, without limitation, light fixtures, electrical wiring and panels, HVAC equipment, plumbing fixtures, hot water heaters, fire suppression and sprinkler systems, wall coverings, drapes, blinds or other window treatments, carpeting, refrigeration systems, vaults, special storefronts, overhead truck doors, cabinets, shelves, bins, millwork, paneling and other finish work, interior drainage systems, dock boards, dock levelers and dock bumpers, security gates and fences. However, if prior to termination of this Lease or within thirty (30) days thereafter Landlord so directs by notice, Tenant shall promptly remove such of the foregoing items as are designated in such notice, repair any damage to the Premises caused by such removal in a good and workmanlike manner, and restore such area of the Premises to the condition prior to the installation of such items. Notwithstanding any other provision of this Lease to the contrary, Tenant shall remove at its expense in compliance with the National Electric Code or other applicable Law, at or prior to the expiration or termination of this Lease, all electronic equipment, data, wiring and cabling installed at or about the Premises which shall have been installed by or on behalf of Tenant.

C. Abandoned Property. If Tenant shall fail to perform any repairs or restoration, or fail to remove any items from the Premises as required hereunder, Landlord may do so at Tenant's expense as provided in Article 18 and Tenant shall pay Landlord's charges therefor upon demand. All property removed from the Premises by Landlord hereunder may be handled, discarded or stored by Landlord at Tenant's expense, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. All such property shall at Landlord's option be conclusively deemed to have been conveyed by Tenant to Landlord as if by bill of sale without payment by Landlord. If Landlord arranges for storage of any such property, Landlord shall have a lien against such property for costs incurred in removing and storing the same.

D. Holding Over. Tenant shall pay Landlord two hundred percent (200%) of the amount of Rent then applicable prorated on a per diem basis for each day Tenant shall retain possession of the Premises or any part thereof after expiration or earlier termination of this Lease, together with all damages sustained by Landlord on account thereof. This provision shall not serve as permission for Tenant to hold-over nor serve to extend the Term (although Tenant shall remain a tenant at sufferance bound to comply with all provisions of this Lease until Tenant vacates the Premises). Landlord shall have the right, at any time after expiration or earlier termination of this Lease or Tenant's right to possession, to reenter and possess the Premises and remove all property and persons therefrom, and Landlord shall have such other remedies for holdover as may be available to Landlord under other provisions of this Lease or applicable Laws.

ARTICLE 14

SUBORDINATION, ATTORNMENT AND MORTGAGEE PROTECTION

This Lease is subject and subordinate to all Mortgages now or hereafter placed upon the Project, and all other encumbrances and matters of public record applicable to the Project, including without limitation, any reciprocal easement or operating agreements, covenants, conditions and restrictions (and Tenant shall not act or permit the Premises to be operated in violation thereof). If any foreclosure or power of sale proceedings are initiated by any Lender or a deed in lieu is granted (or if any ground lease is terminated), Tenant agrees, upon written request of any such Lender or any purchaser at such sale, to attorn and pay Rent to such party and to execute and deliver any instruments necessary or appropriate to evidence or effectuate such attornment. Any Lender may elect to make this Lease prior to the lien of its Mortgage, and if the Lender under any prior Mortgage shall require, this Lease shall be prior to any subordinate Mortgage; such elections shall be effective upon written notice to Tenant. Tenant agrees to give any Lender by certified mail, return receipt requested, a copy of any notice of default served by Tenant upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of service on Tenant of a copy of an assignment of leases, or otherwise) of the name and address of such Lender. Tenant further agrees that if Landlord shall have failed to cure such default within the time permitted Landlord for cure under this Lease, any such Lender whose address has been so provided to Tenant shall have an additional period of thirty (30) days in which to cure (or such additional time as may be required due to causes beyond such Lender's control, including time to obtain possession of the Project by power of sale or judicial action). The provisions of this Article shall be self-operative: however, Tenant shall execute such documentation as Landlord or any Lender may request from time to time in order to confirm the matters set forth in this Article in recordable form (and Tenant hereby authorizes Landlord acting in good faith to execute any such documentation as Tenant's agent and attorney-in-fact). Tenant hereby waives the provisions of any Law now or hereafter adopted which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease or Tenant's obligations hereunder if such foreclosure or power of sale proceedings are initiated, prosecuted or completed.

ARTICLE 15

ESTOPPEL CERTIFICATE

Tenant shall from time to time, within five (5) days after written request from Landlord, execute, acknowledge and deliver a statement: (i) certifying that this Lease is unmodified and in full force and effect (or if this Lease is claimed not to be in force and effect, specifying the ground therefor) and the dates to which the Base Rent and other charges hereunder have been paid, and the amount of any Security Deposit, (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (iii) certifying such other matters as Landlord may reasonably request, or as may be requested by Landlord's current or prospective Lenders, insurance carriers, auditors, and prospective purchasers. Any such statement may be relied upon by any such parties. If Tenant shall fail to execute and return such statement within the time required herein, Tenant shall be deemed to have agreed with the matters set forth therein, and Landlord acting in good faith shall be authorized as Tenant's attorney-in-fact to execute such statement on behalf of Tenant (which shall not be in limitation of Landlord's other remedies therefor).

ARTICLE 16

ASSIGNMENT AND SUBLETTING

A. Transfers. Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld as further described below: (i) assign, mortgage, pledge, hypothecate, encumber, permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, by operation of law or otherwise, (ii) sublet the Premises or any part thereof, or (iii) permit the use of the Premises by any parties other than Tenant and its employees (all of the foregoing are hereinafter sometimes referred to collectively as "Transfers" and any party to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "Transferee"). If Tenant shall desire Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, which notice shall include: (a) the proposed effective date (which shall not be less than 30 nor more than 180 days after Tenant's notice), (b) the portion of the Premises to be Transferred (herein called the "Subject Space"), (c) the terms of the proposed Transfer and the consideration therefor, the name and address of the proposed Transferee, and a copy of all documentation pertaining to the proposed Transfer, and (d) current financial statements of the proposed Transferee certified by an officer, partner or owner thereof, and any other information to enable Landlord to determine the financial responsibility, character, and reputation of the proposed Transferee, nature of such Transferee's business and proposed use of the Subject Space, and such other information as Landlord may reasonably require. Any Transfer made without complying with this Article shall, at Landlord's option, be null, void and of no effect, or shall constitute a Default under this Lease. Whether or not Landlord shall grant consent, Tenant shall pay \$1,500.00 as a special administrative fee towards Landlord's review and processing expenses, as well as any reasonable legal fees incurred by Landlord at the time Tenant requests Landlord's consent to such Transfer.

B. Approval. Landlord will not unreasonably withhold consent to any proposed Transfer of the Subject Space to the Transferee on the terms specified in Tenant's notice. The parties hereby agree that it shall be reasonable under this Lease and any applicable Law for Landlord to withhold consent to any proposed Transfer where one or more of the following applies (without limitation as to other reasonable grounds for withholding consent): (i) the Transferee is of a character or reputation or engaged in a business which is not consistent with the quality of the Property, (ii) the Transferee intends to use the Subject Space for purposes which are not permitted under this Lease, (iii) the Subject Space is not regular in shape with appropriate means of ingress and egress suitable for normal renting purposes, (iv) the Transfer involves a partial or collateral assignment of this Lease, (v) the Transferee is either a government (or agency or instrumentality thereof) or an occupant of the Property, (vi) the proposed Transferee does not have a reasonable financial condition in relation to the obligations to be assumed in connection with the Transfer, or (vii) Tenant has committed and failed to cure a Default at the time Tenant requests consent to the proposed Transfer.

C. Transfer Premium. If Landlord consents to a Transfer, and as a condition thereto which the parties hereby agree is reasonable, Tenant shall pay Landlord fifty percent (50%) of any Transfer Premium derived by Tenant from such Transfer. "Transfer Premium" shall mean all rent, Additional Rent or other consideration paid by such Transferee in excess of the Rent payable by Tenant under this Lease (on a monthly basis during the Term, and on a per square foot basis, if less than all of the Premises is transferred). If part of the consideration for such Transfer shall be payable other than in cash, Landlord's share of such non-cash consideration shall be in such form as is reasonably satisfactory to Landlord. The percentage of the Transfer Premium due Landlord hereunder shall be paid within ten (10) days after Tenant receives any Transfer Premium from the Transferee.

D. Recapture. Notwithstanding anything to the contrary contained in this Article, Landlord shall have the option, by giving notice to Tenant within thirty (30) days after receipt of Tenant's notice of any proposed Transfer, to recapture the Subject Space. Such recapture notice shall terminate this Lease with respect to the Subject Space as

of the date stated in Tenant's notice as the effective date of the proposed Transfer (or at Landlord's option, shall cause the Transfer to be made to Landlord or its agent, in which case the parties shall execute the Transfer documentation promptly thereafter). If this Lease shall be terminated with respect to less than the entire Premises, the Rent herein shall be prorated on the basis of the number of square feet retained by Tenant in proportion to the number of square feet contained in the Premises, this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same.

E. Terms of Consent. If Landlord consents to a Transfer: (a) the terms and conditions of this Lease, including among other things Tenant's liability for the Subject Space and the purposes for which the Premises may be used under Article 1, shall in no way be deemed to have been waived or modified and Tenant shall remain fully liable hereunder, (b) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (c) no Transferee shall succeed to any rights provided in this Lease or any amendment hereto to extend the Term of this Lease, expand the Premises, or lease additional space, any such rights being deemed personal to Tenant, (d) Tenant shall deliver to Landlord promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, and (e) Tenant shall furnish upon Landlord's request a complete statement, certified by an independent certified public accountant or Tenant's chief financial officer, setting forth in detail the computation of any Transfer Premium Tenant has derived and shall derive from such Transfer. Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant relating to any Transfer, and shall have the right to make copies thereof. If the Transfer Premium respecting any Transfer shall be found understated, Tenant shall within ten (10) days after demand pay the deficiency, and if understated by more than two percent (2%), Tenant shall pay Landlord's costs of such audit. Any sublease hereunder shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any sublease, Landlord shall have the right to: (i) treat such sublease as canceled and repossess the Subject Space by any lawful means, or (ii) require that such subtenant attorn to and recognize Landlord as its landlord under any such sublease. If Tenant shall Default and fail to cure within the time permitted for cure under Article 18, Landlord is hereby irrevocably authorized to direct any Transferee to make all payments under or in connection with such Transfer directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease).

F. Certain Transfers. For purposes of this Lease, the term "Transfer" shall also include: (a) if Tenant is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of a majority of the partners, or a transfer of a majority of partnership interests, or the dissolution of the partnership, and (b) if Tenant is a closely held corporation (i.e., whose stock is not publicly held and not traded through an exchange or over the counter), the dissolution, merger, consolidation or other reorganization of Tenant, or: (i) the sale or other transfer of more than an aggregate of fifty percent (50%) of the voting shares of Tenant (other than to immediate family members by reason of gift or death) or (ii) the sale, mortgage, hypothecation or pledge of more than an aggregate of fifty percent (50%) of Tenant's net assets.

ARTICLE 17

RIGHTS RESERVED BY LANDLORD

Except to the extent expressly limited herein, Landlord reserves all rights to control the Project (which rights may be exercised without subjecting Landlord to claims for constructive eviction, abatement of Rent, damages or other claims of any kind), including more particularly, but without limitation, the following rights:

A. Access to Premises. Landlord and its authorized representatives may: (i) inspect the Premises, (ii) exhibit the Premises to current and prospective tenants, purchasers, Lenders, insurers, governmental authorities, and brokers, (iii) place in and upon the Premises or such other places as may be determined by Landlord "For Rent" signs or notices if Tenant shall abandon or vacate the Premises, or at any time during the last 120 days of the Term, (iv) enter or permit entry to the Premises in emergencies or for any other reasonable purpose, or for the purpose of exercising any other rights or remedies expressly granted or reserved to Landlord under this Lease or applicable Law, and (v) in connection therewith, erect scaffolding and temporary barricades and take into, upon or through the Premises, materials required to perform the same, and if reasonably required, move Tenant's leasehold improvements, fixtures, property and equipment. However, in connection with entering the Premises to exercise any of the foregoing rights, Landlord shall take reasonable steps to minimize any interference with Tenant's business, and following completion of the work, shall return Tenant's leasehold improvements, fixtures, property and equipment to the original locations and condition to the fullest extent reasonably possible.

B. Reserved Areas. Landlord reserves the right to use (or grant other parties the right to use) and Tenant shall have no right, title or interest in: (i) the roof of the Building, (ii) exterior portions of the Premises (including, without limitation, demising walls and outer walls of the Building), (iii) air rights above the Premises and rights to the land and improvements below the floor level of the Premises, and (iv) areas within the Premises necessary for utilities, services, safety and operation of the Building or Project, including systems and equipment, fire stairways, and space between any suspended ceiling of the Premises and the slab of the floor or roof of the Project thereabove. If the Premises does not contain a suspended ceiling, the Premises shall extend vertically to the height where, in Landlord's reasonable opinion, a suspended ceiling would otherwise exist, and Landlord reserves the right to install a suspended ceiling and/or use the area thereabove.

C. Remeasurement. Landlord reserves the right to remeasure the Premises or the Building at any time during the Term. All square footage measurements shall be made: (i) from the outside of exterior walls, shaft walls or corridors or the center of any common walls, (ii) from the mid-point of interior or common walls, (iii) without deduction for columns, stairs or other interior construction or equipment, (iv) including any warehouse or storage areas, clerical or office areas and employee areas, basements or lofts in the Premises, (v) excluding truck tunnels, docks, areas for truck loading and unloading (to the extent such facilities lie outside exterior building lines), and utility and/or mechanical equipment vaults, rooms and penthouses. If any remeasurement determines that the Premises contain a different number of square feet than set forth in Article 1, the Base Rent, other charges based on square feet, and Security Deposit shall be adjusted prospectively (but not retroactively) on a pro rata basis to reflect the number of square feet determined by such remeasurement. Upon either party's request, the revised square footage shall be confirmed in an amendment to this Lease signed by both parties.

D. Emergency Closings and Restricted Access. Landlord shall have the right (but not the obligation) to prevent or restrict access to the Project or designated portions thereof by such security procedures as Landlord may from time to time impose. Landlord reserves the right to control, prevent access by and remove, any person whose presence in the judgment of Landlord shall be prejudicial to the safety, character, reputation and interests of the Project, or who in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs. Landlord shall also have the right (but not the obligation) to limit or prevent access to all or any portion of the Project, shut down elevator service, activate emergency controls or procedures, or otherwise take such action or preventive measures deemed necessary by Landlord for the safety of tenants or other occupants of the Project or the protection of the Project or other property located thereon or therein, in case of fire or other casualty, riot or other civil disorder, strike or labor unrest, public excitement or other dangerous condition, or threat thereof.

E. Other Tenants. Landlord reserves the right to lease any portion of the Project to such other tenants as Landlord, in Landlord's sole discretion, deems appropriate, whether or not engaged in the same or similar business

for which Tenant is permitted to use the Premises under this Lease. Tenant acknowledges that Landlord has made no representation as to the presence of any specific tenant or number or types of tenants at the Project as of or after the Commencement Date.

F. Changes to the Project. Landlord reserves the right to: (i) change the name of the Project and the address or designation of the Premises or Building, (ii) install, maintain, alter and remove signs on or about the Project, (iii) add land, easements or other interests to or eliminate the same from the Project, and grant easements and other interests and rights in the Project to other parties, (iv) inspect, repair, maintain, improve, add, alter, expand, reduce, eliminate, relocate or change the shape, size, location, character, design, appearance, use, number or height of the Building, any other permanent or temporary buildings, structures, improvements, and Common Areas and change the striping of parking areas and direction and flow of traffic, (v) add structural support columns and shear walls, and (vi) in connection with the foregoing matters, or as a result of any casualty, incident, strike, condemnation, act of God, Law or governmental requirement or request, or any other cause, erect scaffolding, barricades, and other structures reasonably required in, or otherwise close, Common Areas or portions thereof. However, in connection with exercising such rights, Landlord shall: (a) take reasonable steps to minimize or avoid any denial of access to the Premises except when necessary on a temporary basis, (b) take reasonable steps to avoid materially changing the configuration or reducing the square footage of the Premises, unless required by Laws or other causes beyond Landlord's reasonable control (and in the event of any permanent material reduction, the Base Rent and other charges shall be proportionately reduced), and (c) if Landlord enters the Premises in connection with any of the foregoing matters, Landlord shall comply with Paragraph A above.

G. Relocation. Landlord reserves the right to substitute for the Premises other premises (herein referred to as the "new premises") at the Project, provided: (a) the new premises shall be similar to the Premises in square footage, and Landlord shall improve or reimburse Tenant's direct, out-of-pocket reasonable expenses of improving the new premises so that it is substantially similar to the Premises, (b) Landlord shall give Tenant at least thirty (30) days' notice before making such change, and the parties shall execute an amendment to this Lease confirming the change within thirty (30) days after either party shall request the same, and (c) if Tenant shall already have taken possession of the Premises, Landlord shall pay the direct, out-of-pocket, reasonable expenses of Tenant in moving from the Premises to the new premises.

ARTICLE 18

LANDLORD'S REMEDIES

A. Default. The occurrence of any one or more of the following events shall constitute a "Default" by Tenant and shall give rise to Landlord's remedies set forth in Paragraph (B), below: (i) failure to make when due any payment of Rent, unless such failure is cured within five (5) days after notice; (ii) failure to observe or perform any term or condition of this Lease other than the payment of Rent, unless such failure is cured within any period of time following notice expressly provided in other Articles hereof, or otherwise within a reasonable time, but in no event more than thirty (30) days following notice (provided, if the nature of Tenant's failure is such that more time is reasonably required in order to cure, Tenant shall not be in Default if Tenant commences to cure within such period and thereafter diligently seeks to cure such failure to completion); and (iii) (a) making by Tenant or any guarantor of this Lease, if applicable ("Guarantor") of any general assignment for the benefit of creditors, (b) filing by or against Tenant or any Guarantor of a petition to have Tenant or such Guarantor adjudged a bankrupt or a petition for reorganization or arrangement under any Law relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant or such Guarantor, the same is dismissed within sixty (60) days), (c) appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days, (d) attachment, execution or other judicial seizure of substantially all of Tenant's assets located on the Premises or of Tenant's interest in this Lease, (e) Tenant's or any Guarantor's convening of a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debts, (f) Tenant's or any Guarantor's insolvency or admission of an inability to pay its debts as they mature, or (g) a violation by Tenant or any affiliate of Tenant under any other lease or agreement with Landlord relating to the Project which is not cured within the time permitted for cure thereunder. Failure by Tenant to comply with the same term or condition of this Lease on two occasions during any twelve month period shall cause any failure to comply with such term or condition during the succeeding twelve month period, at Landlord's option, to constitute an incurable Default. The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by Law; provided, Landlord may at any time and from time to time elect to comply with such notice and cure periods as may be provided by Law in lieu of the notice and cure periods provided herein.

B. Remedies. If a Default occurs, Landlord shall have the rights and remedies hereinafter set forth to the extent permitted by Law, which shall be distinct, separate and cumulative with and in addition to any other right or remedy allowed under any Law or other provisions of this Lease:

(1) Landlord may terminate Tenant's right of possession, reenter and repossess the Premises by detainer suit, summary proceedings or other lawful means, with or without terminating this Lease, and recover from Tenant: (i) any unpaid Rent as of the termination date, (ii) the amount by which: (a) any unpaid Rent which would have accrued after the termination date during the balance of the Term exceeds (b) the reasonable rental value of the Premises under a lease substantially similar to this Lease for the balance of the Term, taking into account among other things, the condition of the Premises, market conditions and the period of time the Premises may reasonably remain vacant before Landlord is able to re-lease the same to a suitable replacement tenant, and Costs of Reletting (as defined in Paragraph I below) that Landlord may incur in order to enter such replacement lease, and (iii) any other amounts necessary to compensate Landlord for all damages proximately caused by Tenant's failure to perform its obligations under this Lease. For purposes of computing the amount of Rent herein that would have accrued after the termination date, Tenant's obligations for Taxes, Insurance and Common Area Expenses shall be projected, based upon the average rate of increase, if any, in such items from the Commencement Date through the

termination date. The amounts computed in accordance with the foregoing subclauses (a) and (b) shall both be discounted in accordance with accepted financial practice at the rate of four percent (4%) per annum to the then present value.

(2) Landlord may terminate Tenant's right of possession, reenter and repossess the Premises by detainer suit, summary proceedings or other lawful means, with or without terminating this Lease and recover from Tenant: (i) any unpaid Rent as of the date possession is terminated, (ii) any unpaid Rent which accrues during the Term from the date possession is terminated through the time of judgment (or which may have accrued from the time of any earlier judgment obtained by Landlord), less any consideration received from replacement tenants as further described and applied pursuant to Paragraph 1, below, and (iii) any other amounts necessary to compensate Landlord for all damages proximately caused by Tenant's failure to perform its obligations under this Lease, including without limitation, all Costs of Reletting (as defined in Paragraph 1). Tenant shall pay any such amounts to Landlord as the same accrue or after the same have accrued from time to time upon demand. At any time after terminating Tenant's right to possession as provided herein, Landlord may terminate this Lease as provided in clause (1) above by written notice to Tenant, and Landlord may pursue such other remedies as may be available to Landlord under this Lease or applicable Law.

C. Mitigation of Damages. If Landlord terminates this Lease or Tenant's right to possession, Landlord shall have no obligation to mitigate Landlord's damages except to the extent required by applicable Law. If Landlord has not terminated this Lease or Tenant's right to possession, Landlord shall have no obligation to mitigate under any circumstances and may permit the Premises to remain vacant or abandoned. If Landlord is required to mitigate damages as provided herein: (a) Landlord shall be required only to use reasonable efforts to mitigate, which shall not exceed such efforts as Landlord generally uses to lease other space at the Project, (b) Landlord will not be deemed to have failed to mitigate if Landlord or its affiliates lease any other portions of the Project or other projects owned by Landlord or its affiliates in the same geographic area, before reletting all or any portion of the Premises, and (c) any failure to mitigate as described herein with respect to any period of time shall only reduce the Rent and other amounts to which Landlord is entitled hereunder by the reasonable rental value of the Premises during such period, taking into account the factors described in clause B(l), above. In recognition that the value of the Project depends on the rental rates and terms of leases therein, Landlord's rejection of a prospective replacement tenant based on an offer of rentals below Landlord's published rates for new leases of comparable space at the Project at the time in question, or at Landlord's option, below the rates provided in this Lease, or containing terms less favorable than those contained herein, shall not give rise to a claim by Tenant that Landlord failed to mitigate Landlord's damages.

D. Reletting. If this Lease or Tenant's right to possession is terminated, or Tenant vacates or abandons the Premises, Landlord may: (i) enter and secure the Premises, change the locks, install barricades, remove any improvements, fixtures or other property of Tenant therein, perform any decorating, remodeling, repairs, alterations, improvements or additions and take such other actions as Landlord shall determine in Landlord's sole discretion to prevent damage or deterioration to the Premises or prepare the same for reletting, and (ii) relet all or any portion of the Premises (separately or as part of a larger space), for any rent, use or period of time (which may extend beyond the Term hereof), and upon any other terms as Landlord shall determine in Landlord's sole discretion, directly or as Tenant's agent (if permitted or required by applicable Law). The consideration received from such reletting shall be applied pursuant to the terms of Paragraph I hereof, and if such consideration, as so applied, is not sufficient to cover all Rent and damages to which Landlord may be entitled hereunder, Tenant shall pay any deficiency to Landlord as the same accrues or after the same has accrued from time to time upon demand, subject to the other provisions hereof.

E. Specific Performance, Collection of Rent and Acceleration. Landlord shall at all times have the right without prior demand or notice except as required by applicable Law to: (i) seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease or restrain or enjoin a violation of any provision hereof, and Tenant hereby waives any right to require that Landlord post a bond in connection therewith, and (ii) sue for and collect any unpaid Rent which has accrued. Notwithstanding anything to the contrary contained in this Lease, to the extent not expressly prohibited by applicable Law, in the event of any Default by Tenant, Landlord may terminate this Lease or Tenant's right to possession and accelerate and declare that all Rent reserved for the remainder of the Term shall be immediately due and payable; provided the Rent so accelerated shall be discounted in accordance with accepted financial practice at the rate of four percent (4%) per annum to the then present value, and Landlord shall, after receiving payment of the same from Tenant, be obligated to turn over to Tenant any actual net reletting proceeds (net of all Costs of Reletting) thereafter received during the remainder of the Term, up to the amount so received from Tenant pursuant to this provision.

F. Late Charges and Interest. Tenant shall pay, as Additional Rent, a service charge of Two Hundred Dollars (\$200.00) or five percent (5%) of the delinquent amount, whichever is greater, if any portion of Rent is not received when due. In addition, any Rent not paid when due shall accrue interest from the due date at the Default Rate until payment is received by Landlord. Such service charges and interest payments shall not be deemed consent by Landlord to late payments, nor a waiver of Landlord's right to insist upon timely payments at any time, nor a waiver of any remedies to which Landlord is entitled as a result of the late payment of Rent. "Default Rate" shall mean eighteen percent (18%) per annum, or the highest rate permitted by applicable Law, whichever is less.

G. Landlord's Cure of Tenant Defaults. If Tenant fails to perform any obligation under this Lease for five (5) days after notice thereof by Landlord (except that no notice shall be required in emergencies), Landlord shall have the right (but not the duty), to perform such obligation on behalf and for the account of Tenant. In such event, Tenant shall reimburse Landlord upon demand, as Additional Rent, for all expenses incurred by Landlord in performing such obligation together with an amount equal to fifteen percent (15%) thereof for Landlord's overhead, and interest thereon at the Default Rate from the date such expenses were incurred. Landlord's performance of Tenant's obligations hereunder shall not be deemed a waiver or release of Tenant therefrom.

H. Bad Rent Checks. If during the Term, as it may be extended, , Landlord may require that all checks thereafter be bank certified or cashier's checks (without limiting Landlord's other remedies). All bank service charges resulting from any bad checks shall be borne by Tenant.

I. Other Matters. Any costs and expenses incurred by Landlord (including, without limitation, reasonable attorneys' fees and expenses) in enforcing any of its rights or remedies under this Lease, whether or not legal proceedings shall be commenced, shall be deemed to be additional rent and shall be repaid to Landlord by Tenant upon demand. Without limiting the generality of the foregoing, additional rent shall include reasonable attorneys' fees and expenses, and fees and expenses of experts and other consultants engaged by Landlord or its counsel, in connection with the bankruptcy of Tenant (or of a guarantor, if applicable), such as: filing or opposing motions; taking or responding to discovery; monitoring case filings and proceedings; commencing, responding to and otherwise participating in adversary proceedings; preparing and filing proofs of claim; and any and all other actions relating to the protection of Landlord's rights and remedies in a bankruptcy case. No re-entry or repossession, repairs, changes, alterations and additions, reletting, acceptance of keys from Tenant, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or to accept a surrender of the Premises, nor shall the same operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord to Tenant. Landlord may bring suits for amounts owed by Tenant hereunder or any portions thereof, as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a

waiver of Landlord's right to collect all amounts to which Landlord is entitled hereunder, nor shall the same serve as any defense to any subsequent suit brought for any amount not theretofore reduced to judgment. Landlord may pursue one or more remedies against Tenant and need not make an election of remedies until findings of fact are made by a court of competent jurisdiction. All rent and other consideration paid by any replacement tenants shall be applied at Landlord's option: first, to the Costs of Reletting, second, to the payment of all costs of enforcing this Lease against Tenant or any Guarantor, if any, third, to the payment of all interest and service charges accruing hereunder, fourth, to the payment of Rent theretofore accrued, and the residue, if any, shall be held by Landlord and applied to the payment of other obligations of Tenant to Landlord as the same become due (with any remaining residue to be retained by Landlord). "Costs of Reletting" shall include without limitation, all reasonable costs and expenses incurred by Landlord for any repairs, maintenance, changes, alterations and improvements to the Premises (whether to prevent damage or to prepare the Premises for reletting), brokerage commissions, advertising costs, attorneys' fees, any economic incentives given to enter leases with replacement tenants, and costs of collecting rent from replacement tenants. Landlord shall be under no obligation to observe or perform any provision of this Lease on its part to be observed or performed which accrues after the date of any Default by Tenant. The times set forth herein for the curing of violations by Tenant are of the essence of this Lease. Tenant hereby waives any right otherwise available under any Law to redeem or reinstate this Lease or Tenant's right to possession after this Lease or Tenant's right to possession is terminated based on a Default by Tenant.

ARTICLE 19

LANDLORD'S RIGHT TO CURE

If Landlord shall fail to perform any obligation under this Lease required to be performed by Landlord, Landlord shall not be deemed to be in default hereunder nor subject to claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by Tenant (provided, if the nature of Landlord's failure is such that more time is reasonably required in order to cure, Landlord shall not be in Default if Landlord commences to cure within such period and thereafter diligently seeks to cure such failure to completion). Landlord's obligations under this Lease are independent of Tenant's obligations, and any default by Landlord not timely cured shall give Tenant no right to withhold, abate or set-off Rent (but Tenant shall have such other rights and remedies as may be available to Tenant under applicable Laws, subject to the other provisions of this Lease).

ARTICLE 20

INDEMNIFICATION

Except to the extent arising solely from the intentional or grossly negligent acts of Landlord or Landlord's agents or employees, Tenant shall defend, indemnify and hold Landlord and Landlord Parties (as defined below) harmless from and against any and all claims, demands, losses, penalties, fines, fees, charges, assessments, liabilities, damages, judgments, orders, decrees, actions, administrative or other proceedings, costs and expenses (including, without limitation, Court costs, attorneys' fees, expert witness fees, costs for tests, inspections, investigations, feasibility or impact studies, preparation and implementation of any Hazardous Materials remedial or cleanup plan), and any diminution in value or loss or interference with the transfer, use or enjoyment of the Premises, Project or other property or business or affecting title thereto, arising from or relating to: (i) any violation of this Lease or applicable Law by any Tenant Parties (as defined below), (ii) damage, loss or injury to persons, property or business occurring in, about or from the Premises, (iii) damage, loss or injury to persons, property or business directly or indirectly arising out of any Tenant Party's use of the Premises or Project, or out of any other act

or omission of any Tenant Parties. Without limiting the generality of the foregoing, Tenant specifically acknowledges that the indemnity undertaking herein shall apply to claims in connection with or arising out of any Work in the Premises under Article 10 or any Hazardous Materials in the Premises under Article 22 (whether or not such matters shall have been theretofore permitted or approved by Landlord). In the event that a defense is required hereunder, Tenant shall defend Landlord at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs incurred by Landlord.

Landlord and Landlord Parties shall not be liable for, and Tenant hereby waives, all claims for loss or damage to Tenant's business or damage to person or property sustained by Tenant or any Tenant Party resulting from any accident or occurrence in, on or about the Premises, the Building, including, without limitation, claims for loss, theft or damage resulting from: (1) the Premises or Building or any equipment or appurtenances becoming out of repair; (2) wind or weather; (3) any defect in or failure to operate, for whatever reason, any sprinkler, heating or air-conditioning equipment, electric wiring, gas, water or steam pipes; (4) broken glass; (5) the hacking up of any sewer pipe or downspout; (6) the bursting, leaking or running of any tank, water closet, dram or other pipe; (7) the escape or steam or water; (8) water, snow or ice being upon or coming through the roof, skylight, stairs, doorways, windows, walks or any other place or near the Building; (9) the falling of any fixture, plaster, tile or other material; (10) any act, omission or negligence of other tenants, licensees or any other persons or occupants of the Building or of adjoining or contiguous buildings, or owners of adjacent or contiguous property or the public, or by construction of any private, public or quasi-public work; (11) any violence of harm caused by an employee of Tenant or another tenant in the Building, or (12) any other cause of any nature except, where such loss or damage is due to Landlord's willful failure to make repairs required to be made pursuant to other provisions of this Lease, after the expiration of a reasonable time after written notice to Landlord of the need for such repairs. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, and to use such other portions of the Building as Tenant is herein given the right to use, at Tenant's own risk.

For purposes of this provision, the term (i) "Landlord Party/Parties" shall mean Landlord and its members, principals, beneficiaries, partners, officers, directors, employees, Mortgagee(s) and agents, and the respective principals and members of any such agents and (ii) "Tenant Party/Parties" shall mean Tenant, any other occupant of the Premises and any of their respective agents, employees, invitees, transferees and contractors.

ARTICLE 21

SAFETY AND SECURITY DEVICES, SERVICES AND PROGRAMS

The parties acknowledge that safety and security devices, services and programs provided by Landlord (including, without limitation a lobby attendant), if any, while intended to deter crime and enhance safety, may not in given instances prevent theft or other injurious acts or ensure safety of parties or property. Landlord shall not be deemed to have warranted the efficiency of any lobby attendant, security personnel, service, procedures or equipment and Landlord shall not be liable in any manner for the failure of any such security personnel, services, procedures or equipment to prevent or control, or apprehend anyone suspected of personal injury, property damage or any criminal conduct in, on or around the Building. The risk that any safety or security device, service or program may not be effective, malfunction, or be circumvented, is assumed by Tenant with respect to Tenant's property and interests, and Tenant shall obtain insurance coverage to the extent Tenant desires protection against such acts and other losses beyond that described in Article 5. Tenant agrees to cooperate in any safety or security program developed by Landlord or required by Law.

ARTICLE 22

HAZARDOUS MATERIALS

A. Hazardous Materials Generally Prohibited. Tenant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release, discharge or spill any "Hazardous Material" (as defined below), or permit any of the same to occur, or permit any Hazardous Materials to leak or migrate, on or about the Project or Premises. However, the foregoing provisions shall not prohibit the transportation to and from, and use, storage, and handling within, the Premises of substances customarily and lawfully used as an incidental and minor part of the business or activity expressly permitted to be undertaken in the Premises under Article 1, provided: (a) such substances shall be used and stored only in such quantities as are reasonably necessary for such permitted use of the Premises and the ordinary course of Tenant's business therein, strictly in accordance with applicable Laws, highest prevailing standards, and the manufacturers' instructions therefor, and as Landlord shall reasonably require, (b) such substances shall be kept in leak-proof containers which comply with applicable Laws, and as Landlord shall reasonably require, (c) such substances shall be disposed of in strict accordance with applicable Laws and shall not be disposed of, released, discharged or permitted to spill, leak or migrate in or about the Premises or the Project (and under no circumstances shall any Hazardous Materials be disposed of within the drains or plumbing facilities in or serving the Premises or Project or in any other public or private drain or sewer, regardless of quantity or concentration), (d) if any applicable Law or Landlord's trash removal contractor requires that any such substances be disposed of separately from ordinary trash, Tenant shall make arrangements at Tenant's expense for such disposal in approved containers directly with a qualified and licensed disposal company at a lawful disposal site, (e) any remaining such substances shall be completely, properly and lawfully removed from the Project upon expiration or earlier termination of this Lease, and (f) for purposes of removal and disposal of any such substances, Tenant shall be named as the owner, operator and generator, shall obtain a waste generator identification number, and shall execute all permit applications, manifests, waste characterization documents and any other required forms.

B. Notifications. Tenant shall immediately notify Landlord of: (i) any inspection, enforcement, cleanup or other regulatory action taken or threatened by any regulatory authority with respect to any Hazardous Material on or from the Premises or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party relating to any loss or injury claimed to have resulted from any Hazardous Material on or from the Premises, (iii) any release, discharge, spill, leak, migration, disposal or transportation of any Hazardous Material on or from the Premises in violation of this Article, and any damage, loss or injury to persons, property or business resulting or claimed to have resulted therefrom, and (iv) any matters where Tenant is required by Law to give a notice to any regulatory authority respecting any Hazardous Material on or from the Premises. Landlord shall have the right (but not the obligation) to notify regulatory authorities concerning actual and claimed violations of this Article, and to join and participate, as a party, in any legal proceedings or actions affecting the Premises and concerning Hazardous Materials or otherwise initiated in connection with any environmental, health or safety Law.

C. Clean Up Responsibility. If any Hazardous Material is released, discharged or disposed of, or permitted to spill, leak or migrate, in violation of the foregoing provisions, Tenant shall immediately, properly and in compliance with applicable Laws, clean up and remove the Hazardous Material from the Premises, Project and any other affected property and clean or replace any affected personal property (whether or not owned by Landlord), at Tenant's expense (without limiting Landlord's other remedies therefor). Such clean up and removal work shall be considered "Work" under Article 10 and subject to the provisions thereof including, without limitation, Landlord's prior written approval (except in emergencies), and any testing, investigation, feasibility and impact studies, and the preparation and implementation of any remedial action plan required by any court or regulatory authority having jurisdiction or reasonably required by Landlord. If any Hazardous Material is released, discharged, disposed of, or

permitted to spill, leak or migrate on or about the Project and is not caused by Tenant or other occupants of the Premises, or their agents, employees, transferees, or contractors, such release, discharge, disposal, spill, leak or migration shall be deemed casualty damage under Article 11 to the extent that the Premises and Tenant's use thereof is affected thereby; in such case, Landlord and Tenant shall have the obligations and rights respecting such casualty damage provided under such Article. If any Hazardous Material contamination is discovered on or about the Project before Tenant begins occupying or performing work at the Premises, there shall be a rebuttable presumption that Tenant is not responsible; if any Hazardous Material contamination is discovered on or about the Project after Tenant begins occupying or performing work at the Premises, and the contamination is located in the Premises or areas of the Project exclusively serving the Premises, there shall be a rebuttable presumption that Tenant is responsible.

D. Hazardous Material Defined. The term "Hazardous Material" for purposes hereof shall mean any flammable, explosive, toxic, radioactive, biological, corrosive or otherwise hazardous chemical, substance, liquid, gas, device, form of energy, material or waste or component thereof including, without limitation, all items now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, liquid, gas, device, form of energy, material or waste or component thereof by any federal, state or local governing body or agency having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body or agency or for which any such body or agency has adopted any requirements for the preparation or distribution of an MSDS. Without limiting the generality of the foregoing, "Hazardous Material" means any item defined as a "hazardous substance", "hazardous material", hazardous waste", "regulated substance" or "toxic substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, *et seq.*, Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq.*, Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 *et seq.*, Clean Water Act, 33 U.S.C. §1251, *et seq.*, Safe Drinking Water Act, 14 U.S.C. §300f, *et seq.*, Toxic Substances Control Act, 15 U.S.C. §2601, *et seq.*, Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136 *et seq.*, Atomic Energy Act of 1954, 42 U.S.C. §2014 *et seq.*, and any similar federal, state or local Laws, and all regulations, guidelines, directives and other requirements thereunder, all as may be amended or supplemented from time to time. Hazardous Material includes, but is not limited to, petroleum-based products, diesel fuel, paints, solvents, lead, radioactive materials, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, polychlorinated biphenyls (PCB's) and similar compounds, and any other items which now or subsequently are found to have an adverse effect on the environment or the health and safety of persons or animals or the presence of which requires investigation or remediation under any Law or governmental policy.

E. Fees, Taxes, Fines and Remedies. Tenant shall pay, prior to delinquency, any and all fees, taxes (including excise taxes), penalties and fines arising from or based on Tenant's activities involving Hazardous Materials on or about the Premises or Project, and shall not allow such obligations to become a lien or charge against the Project or Landlord. If Tenant violates any provision of this Article with respect to any Hazardous Materials, Landlord may: (i) require that Tenant immediately remove all Hazardous Materials from the Premises and discontinue using, storing and handling Hazardous Materials in the Premises, (ii) obtain a temporary restraining order and/or preliminary or permanent injunctive relief requiring compliance by Tenant with the provisions of this Article (in which case, Tenant waives any right to require that Landlord post a bond in connection therewith), and/or (iii) pursue such other remedies as may be available to Landlord under this Lease or applicable Law.

ARTICLE 23

NO WAIVER

No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and Landlord's consent respecting any action by Tenant shall not constitute a waiver of the requirement for obtaining Landlord's consent respecting any subsequent action. Acceptance of Rent by Landlord shall not constitute a waiver of any breach by Tenant of any term or provision of this Lease. No acceptance of a lesser amount than the Rent herein stipulated shall be deemed a waiver of Landlord's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the full amount due. The acceptance of Rent or the performance of any other term or provision from any party other than Tenant, including any Transferee, shall not constitute a waiver of Landlord's right to approve any Transfer.

ARTICLE 24

WAIVER OF JURY TRIAL

IN THE INTEREST OF OBTAINING A SPEEDIER AND LESS COSTLY HEARING OF ANY DISPUTE, LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR RELATING TO THIS LEASE, THE PREMISES OR THE PROJECT. Although such jury waiver is intended to be self-operative and irrevocable, Landlord and Tenant each further agree, if requested, to confirm such waivers in writing at the time of commencement of any such action, proceeding or counterclaim.

ARTICLE 25

CONVEYANCE BY LANDLORD AND LIABILITY

In case Landlord or any successor owner of the Project shall convey or otherwise dispose of any portion thereof in which the Premises is located to another party (and nothing herein shall be construed to restrict or prevent such conveyance or disposition), such other party shall thereupon be and become landlord hereunder and shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by Landlord which first arise after the conveyance, including the return of any Security Deposit. Tenant shall attorn to such other party, and Landlord or such successor owner shall, from and after the date of conveyance, be free of all liabilities and obligations hereunder not then incurred. The liability of Landlord to Tenant for any default by Landlord under this Lease or arising in connection herewith or with Landlord's operation, management, leasing, repair, renovation, alteration, or any other matter relating to the Project or the Premises, shall be limited to the interest of Landlord in the Project (and rental proceeds). Tenant agrees to look solely to Landlord's interest in the Project (and rental proceeds) for the recovery of any judgment against Landlord, and Landlord shall not be personally liable for any such judgment or deficiency after execution thereon. Under no circumstances shall any present or future general or limited partner of Landlord (if Landlord is a partnership), or trustee or beneficiary (if Landlord or any partner of Landlord is a trust) have any liability for the performance of Landlord's obligations under this Lease. Notwithstanding the foregoing to the contrary, Landlord shall have personal liability for insured claims to the extent of Landlord's liability insurance available for such claims.

ARTICLE 26

NOTICES

Except as expressly provided to the contrary in this Lease, every notice, demand or other communication given by either party to the other with respect hereto or to the Premises or Project, shall be in writing and shall be served personally or by national air courier service, or United States registered or certified mail, return receipt requested, postage prepaid, addressed, if to Tenant, at the address first set forth in this Lease, and if to Landlord, at the address at which the last payment of Rent was required to be made and to Landlord at 5272 River Road, Suite 725, Bethesda, MD 20816 Attn: William K. Singer, or such other address or addresses as Tenant or Landlord may from time to time designate by notice given as above provided. Every notice or other communication hereunder shall be deemed to have been given as of the third business day following the date of such mailing or the first business day following the date of dispatch by national air courier service (or as of any earlier date evidenced by a receipt from such national air carrier service or the United States Postal Service) or immediately if personally delivered. Notices not sent in accordance with the foregoing shall be of no force or effect until received by the foregoing parties at such addresses required herein.

ARTICLE 27

REAL ESTATE BROKERS

Tenant shall defend, indemnify and hold Landlord harmless from all damages, judgments, liabilities and expenses (including attorneys' fees) arising from any claims or demands of any broker, agent or finder with whom Tenant has dealt for any commission or fee alleged to be due in connection with its participation in the procurement of Tenant or the negotiation with Tenant of this Lease, other than the broker(s) designated in Article 1 (who shall be paid by Landlord pursuant to a written agreement with such brokers relating to this Lease).

ARTICLE 28

SECURITY DEPOSIT AND LANDLORD'S LIEN

A. Security Deposit. Tenant shall deposit with Landlord the amount set forth in Article 1 as a Security Deposit upon Tenant's execution and submission of this Lease. The Security Deposit shall serve as security for the prompt, full and faithful performance by Tenant of the terms and provisions of this Lease. If Tenant commits a Default, or owes any amount to Landlord upon the expiration of this Lease, Landlord may use or apply the whole or any part of the Security Deposit for the payment of Tenant's obligations hereunder. The use or application of the Security Deposit shall not prevent Landlord from exercising any other right or remedy available to Landlord and shall not be construed as liquidated damages. If the Security Deposit is reduced by such use or application, Tenant shall deposit with Landlord within ten (10) days after written notice, an amount sufficient to restore the full amount of the Security Deposit. In the event of bankruptcy or other insolvency proceeding against Tenant or Tenant's guarantor, the Security Deposit shall be deemed automatically applied to the payment of overdue Rent from the earliest time such Rent became overdue prior to the filing of such proceeding. Landlord shall not be required to keep the Security Deposit separate from Landlord's general funds or pay interest on the Security Deposit. Any remaining portion of the Security Deposit shall be returned to Tenant within sixty (60) days after Tenant has vacated the Premises in accordance with Article 13.

B. Landlord's Lien. As further security for Tenant's performance under this Lease, Tenant hereby grants Landlord a lien and security interest in all existing and after acquired property and assets of Tenant, including property and assets placed in or relating to Tenant's business at the Premises, including but not limited to, accounts receivable, insurance proceeds, good will, contracts, intangibles, fixtures, equipment, inventory, furnishings and personal property, and all proceeds thereof, and all rents and other consideration from any Transfer. Notwithstanding the foregoing, Tenant may freely use, replace and dispose of such property (provided Tenant immediately replaces the same with similar property of comparable or better quality), and may receive such rents and consideration, in the ordinary course of Tenant's business, until such time as Tenant shall commit a Default; upon such Default, Tenant's right to remove or use such property shall terminate, and all other parties shall be entitled to rely on written notification thereof given by Landlord without requiring any proof of such Default or any other matter. Tenant agrees to execute such financing statements, collateral assignment of rents and subleases, and other documents necessary to perfect such security interest, as Landlord may now or hereafter reasonably request in recordable form. Landlord may at its election at any time execute such a financing statement and collateral assignment as Tenant's agent and attorney-in-fact or file a copy of this Lease as such financing statement and collateral assignment. Landlord shall be entitled hereunder to all of the rights and remedies afforded a secured party under the Uniform Commercial Code or other applicable Law in addition to any landlord's lien and rights provided by applicable Law.

ARTICLE 29

CERTAIN DEFINITIONS

A. "Common Areas" shall mean areas of the Building, Site or Project made available by Landlord from time to time for the general use or benefit of Tenant and other parties, as such areas currently exist and as they may be changed from time to time. The Common Areas may, at Landlord's election, include areas in adjoining properties which are or become available to Landlord and tenants of the Building or Project and which are maintained with other Common Areas under any reciprocal easement agreement, operating agreement or other such agreement now or hereafter in effect. Without limiting the generality of the foregoing, the Common Areas may include, as designated by Landlord from time to time, any parking areas and structures, enclosures and building roofs, exterior walls, foundations, sidewalks, streets or roadways, passageways, service corridors, loading platforms, truck docks, delivery areas, ramps, stairs, landscaped areas, directory signs and equipment, common lighting facilities, drainage facilities and areas, and all furniture, decorations, fixtures, improvements, systems and equipment, and other facilities, located in or serving any of the foregoing, except to the extent reserved for use by designated tenants. Landlord may establish "Building and Site Common Areas", "Project Common Areas" and "Other Common Areas" as described in Article 6.

B. "Common Area Expenses" shall mean all expenses, costs and amounts of every kind and nature which Landlord shall pay during any calendar year any portion of which occurs during the Term in connection with the management, repair, maintenance, replacement, insurance and operation of the Common Areas.

C. "Landlord" and "Tenant" shall be applicable to one or more parties as the case may be, and the singular shall include the plural, and the neuter shall include the masculine and feminine; and if there be more than one, the obligations thereof shall be joint and several. If Tenant is a partnership, all new general partners admitted to the partnership after this Lease is entered shall be deemed jointly and severally liable for all obligations of Tenant hereunder, along with general partners at the time this Lease is entered, whether such obligations accrue before or after admission of such new partners. For purposes of any provisions indemnifying or limiting the liability of Landlord, the term "Landlord" shall include Landlord's present and future partners, beneficiaries, trustees, officers, directors, employees, shareholders, principals, Lenders, agents, affiliates, successors and assigns.

D. "Law" and "Laws" shall mean all applicable federal, state, and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedents in the state in which the Project is located, and decisions of federal courts applying the Laws of such state, including without limitation, the Americans with Disabilities Act and all recycling requirements imposed by Landlord and/or governmental authorities. This Lease shall be construed in accordance with the Laws applicable in the state, county and municipality in which the Project is located.

E. "Lender" shall mean the holder of any Mortgage at the time in question, or in the case of a ground lease, such term shall refer to the ground lessor.

F. "Mortgage" shall mean all mortgages, deeds of trust, ground leases and other such encumbrances now or hereafter placed upon the Project or any part thereof, and all renewals, modifications, consolidations, replacements or extensions thereof, and all indebtedness now or hereafter secured thereby and all interest thereon.

G. "Rent" shall mean Base Rent and any other amounts Tenant is or becomes obligated to pay Landlord under this Lease or any other agreement between the parties relating to this Lease, the Premises or the Project, and all remedies applicable to the non-payment of Rent shall apply thereto.

H. "Taxes" shall mean all federal, state, county or local governmental, special district, improvement district, municipal or other political subdivision taxes, fees, levies, assessments, charges or other impositions of every kind and nature, whether foreseen or unforeseen, general, special, ordinary or extraordinary (unless required to be paid by Landlord under Article 4) including, without limitation, real estate and ad valorem taxes, general and special assessments, interest on any special assessments paid in installments, transit taxes, water and sewer rents, license and business license fees, occupation taxes, gross receipts taxes applicable to the receipt of rent, personal property taxes, taxes on fees paid by Landlord for professional property management services, and taxes or charges for fire protection, streets, sidewalks, road maintenance, refuse or other services. Notwithstanding the foregoing, Taxes shall not include franchise taxes, inheritance taxes, estate taxes, federal and state income taxes, and other taxes to the extent applicable to Landlord's general or net income (as opposed to rents, receipts or income attributable to the Building or Project).

ARTICLE 30

MISCELLANEOUS

A. Captions and Severability. The captions of the Articles and Paragraphs of this Lease are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation. If any term or provision of this Lease or portion thereof shall be found invalid, void, illegal, or unenforceable generally or with respect to any particular party, by a court of competent jurisdiction, it shall not affect, impair or invalidate any other terms or provisions or the remaining portion thereof, or its enforceability with respect to any other party.

B. Successors and Assigns. Each of the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, guardians, custodians, successors and assigns, subject to the provisions of Article 16 respecting Transfers.

C. Survival of Provisions. All obligations (including indemnity obligations) or rights of either party arising during or attributable to the period prior to expiration or earlier termination of this Lease shall survive such expiration or earlier termination, except as provided to the contrary in Article 25.

D. Quiet Enjoyment. Landlord agrees that if Tenant timely pays the Rent and performs the terms and provisions hereunder, Tenant shall hold and enjoy the Premises during the Term, free of lawful claims by any party acting by or through Landlord, subject to all other terms and provisions of this Lease.

E. Rule Against Perpetuities. If the Commencement Date is delayed in accordance with Article 2 for more than one year, Landlord may declare this Lease terminated by notice to Tenant, and if the Commencement Date is so delayed for more than three years, this Lease shall thereupon be deemed terminated without further action by either party.

F. Deed of Lease. If applicable Laws require that this Lease be in the form of a deed, this Lease shall be deemed a deed of lease for all purposes, and Landlord shall be deemed to have granted and demised the Premises to Tenant for the Term hereof, subject to the other terms and provisions contained herein.

G. Short Form Lease. Neither this Lease nor any memorandum of lease or short form lease shall be recorded by Tenant.

H. Authority. Tenant hereby covenants that Tenant has full right, power and authority to enter into this Lease upon the terms and conditions herein set forth. If Tenant signs as a corporation, each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing corporation, qualified to do business in the jurisdiction in which the Premises is located, that the corporation has full right and authority to enter into this Lease, and that the person signing on behalf of the corporation was authorized to do so.

I. Financial Reports. Tenant acknowledges that the financial capability of Tenant to perform its obligations hereunder is material to Landlord and that Landlord would not enter into this Lease but for its belief, based on its review of Tenant's financial statements, that Tenant is capable of performing such financial obligations. Tenant hereby represents, warrants and certifies to Landlord that its financial statements previously furnished to Landlord were at the time given true and correct in all material respects and that there have been no material subsequent changes thereto as of the date of this Lease. At any time during the Lease Term, Tenant shall provide Landlord, upon ten (10) days' prior written notice from Landlord, with a current financial statement and financial statements of the two (2) years prior to the current financial statement year and such other information as Landlord or its mortgagee may request in order to create a "business profile" of Tenant and determine Tenant's ability to fulfill its obligations under this Lease. Such statement shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant. Landlord will not disclose any aspect of the Tenant's financial statements that Tenant designates to Landlord as confidential, except (i) to Landlord's Lender or prospective mortgagees or purchasers of the Building, (ii) in litigation between Landlord and Tenant, and/or (iii) if required by court order.

J. Virginia Agent and Deed of Lease. For purposes of Section 55-218.1, Code of Virginia (1950), as amended, Landlord hereby specifically designates as Landlord's agent for the purpose of service of any process, notice, order or demand required, or permitted by law, to be served upon Landlord the following entities:

Landlord Entity	Resident Agent Name	Resident Agent Address
Kenwood McLean Plaza LLC	Virginia Registered Agent Services LLC	4445 Corporation Lane, Suite 264, Virginia Beach, VA 23462
Tourkin McLean 1031 LLC,	Virginia Registered Agent Services LLC	4445 Corporation Lane, Suite 264, Virginia Beach, VA 23462
Mark A. Gross Old Dominion LLC	Virginia Registered Agent Services LLC	4445 Corporation Lane, Suite 264, Virginia Beach, VA 23462
1334 Ashton Road Investors LLC	Virginia Registered Agent Services LLC	4445 Corporation Lane, Suite 264, Virginia Beach, VA 23462

Notwithstanding the foregoing, any notices or other documents required to be delivered or furnished to Landlord pursuant to all other provisions of this Lease shall also be sent to Landlord in accordance with the notice provisions of this Lease. For purposes of Section 55-2, Code of Virginia (1950), as amended, this Lease is and shall be deemed to be a deed of lease, executed under seal.

ARTICLE 31

ENTIRE AGREEMENT

This Lease, together with the Rider(s) and Exhibit(s) referenced in Article 1 and attached hereto **(WHICH COLLECTIVELY ARE HEREBY INCORPORATED WHERE REFERRED TO HEREIN AND MADE A PART HEREOF AS THOUGH FULLY SET FORTH)**, contains all the terms and provisions between Landlord and Tenant relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same shall be of any force or effect. Without limiting the generality of the foregoing, Tenant hereby acknowledges and agrees that Landlord's leasing and field personnel are only authorized to show the Premises and negotiate terms and conditions for leases subject to Landlord's final approval, and are not authorized to make any agreements, representations, understandings or obligations binding upon Landlord, respecting the present or future condition of the Premises or Project, suitability of the same for Tenant's business, or any other matter, and no such agreements, representations, understandings or obligations not expressly contained herein shall be of any force or effect. **TENANT HAS RELIED ON TENANT'S INSPECTIONS AND DUE DILIGENCE IN ENTERING THIS LEASE AND NOT ON ANY REPRESENTATIONS OR WARRANTIES MADE BY LANDLORD CONCERNING THE CONDITION OR SUITABILITY OF THE PREMISES OR PROJECT FOR ANY PARTICULAR PURPOSE.** Neither this Lease, nor any Riders or Exhibits referred to above may be modified, except in writing signed by both parties.

SIGNATURES ON NEXT PAGE FOLLOWING

IN TESTIMONY WHEREOF, the parties have caused this Lease to be signed under seal as of the day and year first above written.

WITNESS:

LANDLORD:
KENWOOD MCLEAN PLAZA LLC
TOURKIN MCLEAN 1031 LLC
MARK A. GROSS OLD DOMINION LLC
1334 ASHTON ROAD INVESTORS LLC

By: KMP Management LLC, Manager

By: Kenwood Management Company, LLC, Co-Manager

BY: _____ [SEAL]

NAME: William K. Singer

TITLE: Member

ATTEST/WITNESS:

TENANT:

INSERT TENANT

a _____

By: _____ [SEAL]

Name: _____

Title: _____

RIDER ONE

Rules

(1) No Exterior Storage. Nothing shall be stored outside the Premises, unless exterior storage is required by Law and approved in writing by Landlord.

(2) Dust and Fume Control. No wood-shaping or spraying material processes or any activity creating dust or fumes that may be hazardous shall be performed in the Premises except in an environment controlled by air-handling equipment properly and lawfully designed and utilized, which shall be maintained and operated at all times to prevent hazardous accumulations of wood, chemical or other pollutants in the atmosphere within the Premises or Project.

(3) Parking. Parking of cars shall be available in areas designated generally for tenant parking, if any, on a "first come", "first served" unassigned basis in common with Landlord, other tenants and other parties to whom parking privileges have been or are hereafter granted. Parking is prohibited in areas: (1) not striped or designated for parking, (2) aisles, (3) where "no parking" signs are posted, (4) on ramps, and (5) loading areas and other specially designated areas. Delivery trucks and vehicles shall use only those areas designated therefor. Vehicles may not be repaired in the parking areas of the Project at any time. In addition, vehicles without tags or with expired tags and disabled vehicles (i.e. a registered vehicle that is not drivable) may not be parked in the parking areas of the Project. Landlord reserves the right to: (i) assign specific spaces, and reserve spaces for small cars, disabled individuals, and other tenants, customers of tenants or other parties (and Tenant shall not park in any such assigned or reserved spaces) and (ii) restrict or prohibit full size vans and other large vehicles. In case of any violation of these provisions or any applicable Laws, Landlord may: (iii) refuse to permit the violator to park, and remove the vehicle owned or driven by the violator from the Project without liability whatsoever, at such violator's risk and expense and/or (b) charge Tenant such reasonable rates as Landlord may from time to time establish for such violations, which shall be at least \$100.00 per day for each vehicle that is parked in violation of these Rules. These provisions shall be in addition to any other remedies available to Landlord under this Lease or otherwise.

(4) Trash. All garbage, refuse, trash and other waste shall be kept in the kind of container, placed in the areas, and prepared for collection in the manner and at the times and places specified by Landlord, subject to the provisions of this Lease respecting Hazardous Materials. Landlord reserves the right to require that Tenant participate in any recycling program designated by Landlord.

(5) Signs. Tenant shall not place any signs outside the Premises (including without limitation, exterior walls and roof), or on the interior or exterior surfaces of glass panes or doors, or that are otherwise visible from outside the Premises, without Landlord's prior written approval. All Tenant's signs shall: (i) be professionally designed, prepared and installed, (ii) in good taste so as not to detract from the general appearance of the Premises or the Project, (iii) not advertise any product, and (iv) and comply with any sign criteria developed by Landlord from time to time. All signs hereunder shall be subject to all Laws and any covenants, conditions and restrictions applicable to the Project or Building. Tenant may, at Tenant's sole cost, add Tenant's name to the existing sign panel consistent with Building standard colors and design, subject to LL's prior written consent. Tenant shall maintain all signs hereunder in good repair and sightly first class condition. The term "sign" in this Rule shall mean any sign, placard, picture, name, direction, lettering, insignia or trademark, advertising material, advertising display, awning or other such item, except that any storefront sign shall be an actual sign. Blinds, shades, drapes or other such items shall not be placed in or about the windows in the Premises except to the extent, if any, that the character, shape, design, color, material and make thereof is first approved by Landlord in writing.

(6) Common Areas. Tenant shall not allow anything to remain in any Common Area passageway, sidewalk, court, corridor, ramp, entrance, exit, loading area, or other area outside the Premises. Common utility closets, telephone closets, and other such closets, rooms and areas shall be used only for the purposes and in the manner designated by Landlord, and may not be used by Tenant, or its contractors, agents, employees, or other parties without Landlord's prior written consent.

(7) Plumbing Equipment. Toilet rooms, urinals, wash bowls, drains, sewers and other plumbing fixtures, equipment and lines shall not be misused or used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be disposed of therein.

(8) Roof; Awnings and Projections. Tenant shall not install any sign, antennae, satellite dish or any other device on the roof, or Common Areas of the Project. Tenant may install and have access to rooftop HVAC equipment only to the extent approved or required by Landlord from time to time in connection with Tenant's maintenance, repair or HVAC obligations under this Lease. No awning or other projection shall be attached by or for Tenant to the exterior walls of the Premises or the Building.

(9) Overloading Floors. Tenant shall not overload any floor or part thereof in the Premises or Project.

(10) Going-Out-Of-Business Sales and Auctions. Tenant shall not use, or permit any other party to use, the Premises for any distress, fire, bankruptcy, close-out, "lost our lease" or going-out-of-business sale or auction. Tenant shall not display any signs advertising the foregoing anywhere in or about the Premises. This prohibition shall also apply to Tenant's creditors.

(11) Labor Relations. Tenant shall conduct its labor relations and relations with employees so as to avoid strikes, picketing, and boycotts of, on or about the Premises or Project. If any employees strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are established, conducted or carried out against Tenant, other occupants of the Premises or their employees, agents, transferees or contractors in or about the Premises or Project, Tenant shall immediately close the Premises and remove or cause to be removed all such occupants, employees, agents, transferees and contractors until the dispute has been settled.

(12) Prohibited Activities. Tenant shall not: (i) use strobe or flashing lights in or on the Premises or in any signs therefor, (ii) use, sell or distribute any leaflets, handbills, bumper stickers, other stickers or decals, balloons or other such articles in the Premises (or other areas of the Project), (iii) operate any loudspeaker, television set, phonograph, radio, or other musical or sound producing instrument or device so as to be heard outside the Premises, (iv) operate any electrical or other device which interferes with or impairs radio, television, microwave, or other broadcasting or reception from or in the Project or elsewhere, (v) make or permit objectionable noise, vibration or odor to emanate from the Premises or any equipment serving the same, (vi) do or permit anything in or about the Premises that is unlawful, immoral, obscene, pornographic, or which tends to create or maintain a nuisance, or do any act tending to injure the reputation of the Project, (vii) or violate any requirements of the American Insurance Association and any board of fire underwriters, or (viii) overload the Premises with either equipment or personnel in a manner which is not typical of users in the Building or typical for the Permitted Use (with a limitation of 1 person per 250 square feet in the Premises).

(13) Responsibility for Compliance. Tenant shall be responsible for ensuring compliance with these Rules, as they may be amended, by Tenant's employees and as applicable, by Tenant, any other occupant of the Premises, and their respective agents, employees, invitees, transferees and contractors.

EXHIBIT A
(Plan Showing Premises)

**EXHIBIT B
CERTIFICATE AFFIRMING COMMENCEMENT DATE
AND EXPIRATION DATE**

This Certificate is made as of _____, 202_, by and between KENWOOD EATON PLACE LLC, a Virginia limited liability company ("Landlord") and INSERT TENANT, a _____ ("Tenant"), pursuant to that certain lease between the parties dated _____, 202_ (the "Lease").

The parties confirm the following:

1. The Commencement Date is _____, 202_.
2. The Expiration Date is _____ 202_.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Certificate as of the date set forth above.

WITNESS:

LANDLORD:

KENWOOD MCLEAN PLAZA LLC
TOURKIN MCLEAN 1031 LLC
MARK A. GROSS OLD DOMINION LLC
1334 ASHTON ROAD INVESTORS LLC

By: KMP Management LLC, Manager

By: Kenwood Management Company, LLC, Co-Manager

BY: _____ [SEAL]
NAME: William K. Singer
TITLE: Member

WITNESS:

TENANT:

By: _____ [SEAL]

Name: _____
Title: _____

EXHIBIT C

GUARANTY

In order to induce Landlord to execute the foregoing Lease by and between INSERT TENANT, a _____, as "Tenant" and KENWOOD MCLEAN PLAZA LLC, TOURKIN MCLEAN 1031 LLC, MARK A. GROSS OLD DOMINION LLC and 1334 ASHTON ROAD INVESTORS LLC, collectively, as tenants in common, as "Landlord", and for other consideration, the receipt and sufficiency of which are hereby acknowledged, _____ jointly and severally (collectively, the "Guarantor") do hereby absolutely and unconditionally guarantee to Landlord, its successors and assigns, the full performance and observance of all the covenants, conditions, and agreements provided to be performed and observed by Tenant in said Lease, including, without limitation, the prompt payment of the Rent and all other amounts provided in said Lease to be paid by Tenant.

Guarantor hereby waives acceptance and notice of acceptance of this Guaranty, and notice of non-payment, non-performance or non-observance, and all other notices and all proof of demands. Further, Guarantor expressly agrees that its obligations hereunder shall in no way be terminated, affected or impaired by reason of the granting by Landlord of any indulgences to Tenant or by reason of the assertion against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of said Lease or by the relief of the Tenant from any of the Tenant's obligations under said Lease by operation of law or otherwise, including without limitation the rejection of the Lease in a bankruptcy proceeding, Guarantor hereby waiving all suretyship defenses. Guarantor further covenants and agrees that this Guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of the Lease whether or not Guarantor shall have received any notice of or consented to such renewal, modification or extension. Guarantor further agrees that its liability hereunder shall be primary, and that in any right of action which shall accrue to the Landlord under the Lease, the Landlord may, at its option, proceed against Guarantor and the Tenant, jointly or severally, and may proceed against Guarantor without having commenced any action against or having obtained any judgment against the Tenant, Landlord may proceed against any one or more guarantors without proceeding against the others, and may release any Guarantor(s) or any security deposit, security interest or letter of credit without releasing the other Guarantors. It is agreed that the failure of the Landlord to insist in any one or more instances upon strict performance or observance of any of the terms, provisions, or covenants of the Lease or this Guaranty or to exercise any right therein or herein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Receipt by the Landlord of Rent or other payments with knowledge of the breach of any provision of the Lease shall not be deemed a waiver of such breach or of this Guaranty. No assignment or other transfer of the Lease, or any interest therein, shall operate to extinguish or diminish the liability of Guarantor hereunder. If the laws applied by the jurisdiction in which this Guaranty is sought to be enforced require that Guarantor have any rights not set forth herein, in order for this Guaranty to be valid and enforceable, then such rights shall be deemed a part hereof, but only to the extent necessary to make this Guaranty valid and enforceable. If Landlord obtains a judgment against Guarantor by reason of a breach of this Guaranty, Guarantor shall pay all reasonable attorneys' fees and costs incurred in any collection or attempted collection of the obligations hereby guaranteed or in enforcing this Guaranty. This Guaranty shall be binding upon and inure to the benefit of the parties and their respective heirs, administrators, executors, successors and assigns.

If the property is located in a state in which "community property" laws are in effect, Guarantor has caused his (her) spouse to join in this Guaranty by signing below, and if no such spouse has signed, Guarantor hereby represents and warrants that he (she) is unmarried.

IN WITNESS WHEREOF, this Guaranty is executed this ____ day of _____, 201_.

WITNESS:

WITNESS:

GUARANTOR:

_____ (SEAL)

Address: _____

SSN: _____

GUARANTOR:

_____ (SEAL)

Address: _____

SSN: _____