

LEASE AGREEMENT

between

APA TEN G LLC,
a Delaware Limited Liability Company,
as Landlord

and

THE STATE OF TEXAS,
a sovereign state of the United States of America,
by and through the Texas Building and Procurement Commission,
as Tenant

10 G STREET, N.E.
Washington, D.C.

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LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into as of the ^{9th} day of January, 2006⁷ (the "Effective Date"), by and between APA TEN G LLC, a Delaware limited liability company (the "Landlord"), and THE STATE OF TEXAS, a sovereign state of the United States of America, by and through the Texas Building and Procurement Commission (the "Tenant").

WITNESSETH:

WHEREAS, Landlord has constructed a building known and designated as 10 G Street located at 10 G Street, N.E., Washington, D.C. 20002; and

WHEREAS, Tenant desires to lease from Landlord and Landlord desires to lease to Tenant certain spaces in the building, with certain options and rights with respect to such spaces and other spaces in the building, together with certain parking rights and other appurtenant rights and privileges, all as set out and provided in this Lease;

NOW, THEREFORE, for and in consideration of the premises and the covenants and agreements of the respective parties hereto, Landlord and Tenant hereby covenant, stipulate and agree as follows:

Article 1 Definitions

When used in this Lease and unless context requires otherwise, the respective terms shall have the following meanings:

1.1 Intentionally Omitted.

1.2 Additional Rent. "Additional Rent" has the meaning ascribed to such term in Section 5.1 hereof.

1.3 Affiliate. "Affiliate" means any person ("first person"), and any other person directly or indirectly controlling, controlled by, or under common control with such first person. As used in this definition of Affiliate, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities or partnership interests, by contract or otherwise, and the term "person" means any individual or any corporation, trust, partnership, association, or other entity.

1.4 Intentionally Omitted.

1.5 Alterations. "Alterations" has the meaning ascribed to such term in Article 8 hereof.

1.6 Annual Base Rent. "Annual Base Rent" has the meaning ascribed to such term in Exhibit C hereof.

1.7 Annual Expense Statement. "Annual Expense Statement" has the meaning ascribed to such term in Section 6.5 hereof.

1.8 Architectural and Engineering Plans.

(a) Approved Architectural Plans. "Approved Architectural Plans" has the meaning ascribed to such term in subsection 4.2(e) hereof.

(b) Approved Construction Plans. "Approved Construction Plans" has the meaning ascribed to such term in subsection 4.3(a) hereof.

(c) Approved Engineering Plans. "Approved Engineering Plans" has the meaning ascribed to such term in subsection 4.2(g) hereof.

(d) Final Architectural Plans. "Final Architectural Plans" has the meaning ascribed to such term in subsection 4.2(b) hereof.

(e) Final Engineering Plans. "Final Engineering Plans" has the meaning ascribed to such term in subsection 4.2(g) hereof.

1.9 Average Expenses. "Average Expenses" has the meaning ascribed to such term in Section 11.2 hereof.

1.10 Average Sublease Rent. "Average Sublease Rent" has the meaning ascribed to such term in Section 11.2 hereof.

1.11 Building. "Building" means the 10 G Street, N.E. Building.

1.12 Building Architect. "Building Architect" means Shalom Baranes or such other architect designated by Landlord.

1.13 Building Revenues. "Building Revenues" means the Annual Base Rent in any calendar year with respect to the Building plus Expenses for the Building.

1.14 Business Day. "Business Day" means any full calendar day other than Saturdays, Sundays, or at the relevant time, days not generally observed as working days in the Washington, D.C., business community.

1.15 Business Hours. "Business Hours" means 7:00 a.m. to 7:00 p.m. local time Monday through Friday and 9:00 a.m. to 5:00 p.m. local time on Saturday.

1.16 Commencement Date. "Commencement Date" has the meaning ascribed to such term in Section 4.1 hereof.

1.17 Intentionally Omitted.

1.18 Construction Improvements. "Construction Improvements" has the meaning ascribed to such term in Section 4.2 hereof.

1.19 Intentionally Omitted.

- 1.20 Intentionally Omitted.
- 1.21 Intentionally Omitted.
- 1.22 Events of Default. "Events of Default" has the meaning ascribed to such term in Section 20.1 hereof.
- 1.23 Intentionally Omitted.
- 1.24 Intentionally Omitted.
- 1.25 Intentionally Omitted.
- 1.26 Expenses. "Expenses" has the meaning ascribed to such term in Section 6.1 hereof.
- 1.27 Intentionally Omitted.
- 1.28 Floor or floor. "Floor" or "floor" means each whole floor of the Building, with a particular Floor designated as "first floor," "second floor," etc., or "Floor-1," "Floor-2," etc.
- 1.29 Force Majeure. "Force Majeure" has the meaning ascribed to it in Article 29 hereof.
- 1.30 Governmental Entity. "Governmental Entity" means (i) the United States of America, (ii) the District of Columbia, or (iii) any department, agency, bureau, division or other instrumentality (corporate or otherwise) of the United States of America or the District of Columbia, including, without limitation, the Redevelopment Land Agency and the Fine Arts Commission.
- 1.31 Governmental Requirement. "Governmental Requirement" means all laws, ordinances, orders, rules, or regulations of any Governmental Entity having jurisdiction and relating in any respect to the Property, including, without limitation, the development, improvement, ownership, use, occupancy, and enjoyment thereof.
- 1.32 HVAC. "HVAC" has the meaning ascribed to such term in subsection 4.3(a) hereof.
- 1.33 Intentionally Omitted.
- 1.34 Independent Contractors. "Independent Contractors" has the meaning ascribed to such term in Exhibit D hereof.
- 1.35 Initial Term. "Initial Term" means the period commencing on the Commencement Date and ending on September 30, 2017, unless extended or earlier terminated in accordance with the terms of this Lease.
- 1.36 Land. "Land" means that certain tract of land described as Lot 145, Square 677 in the District of Columbia.

1.37 Landlord. "Landlord" has the meaning ascribed to such term in the preamble hereof.

1.38 Landlord's Contractor. "Landlord's Contractor" has the meaning ascribed to such term in subsection 4.3(a) hereof.

1.39 Landlord's Contribution. "Landlord's Contribution" has the meaning ascribed to such term in subsection 4.7(a) hereof.

1.40 Landlord-Tenant Construction Agreement. "Landlord-Tenant Construction Agreement" has the meaning ascribed to such term in subsection 4.3(a) hereof.

1.41 Lease-Year. "Lease-Year" means the First Lease-Year, commencing upon the Rent Commencement Date (hereinafter defined) and running for the successive twelve (12) month period, and each successive period of twelve (12) full calendar months of the Term. The words "Lease-Year" or "Lease Year" followed by a numerical number (either spelled out or as an Arabic number) will refer to the corresponding twelve (12) month period.

1.42 Lender. "Lender" has the meaning ascribed to such term in Article 44 hereof.

1.43 Management Company. "Management Company" means that person, whether a division of Landlord, an Affiliate of Landlord, or a person unrelated to Landlord, chosen by Landlord to operate, maintain, and manage the Building.

1.44 MEP. "MEP" has the meaning ascribed to such term in subsection 4.2(d) hereof.

1.45 MEP Engineer. "MEP Engineer" has the meaning ascribed to such term in subsection 4.2(e) hereof.

1.46 Minor Punch-List Items. "Minor Punch-List Items" has the meaning ascribed to such term in subsection 4.10(a) hereof.

1.47 Intentionally Omitted.

1.48 Net Rentable Area. "Net Rentable Area" means the WBR Rentable Area of the applicable space with the inclusion of a portion, based upon the ratio of the WBR Rentable Area of the applicable space to the WBR Rentable Area of all space in the Building, of the WBR Useable Area in the areas located in the Building as set forth in Exhibit E.

(a) WBR Rentable Area. "WBR Rentable Area" means the square footage area of the applicable space measured, computed, and determined as rentable area upon the basis of the WBR SMM.

(b) WBR SMM. "WBR SMM" means the Washington Board of Realtors Standard Method of Measurement dated April 28, 1983.

(c) WBR Useable Area. "WBR Useable Area" means the square footage area of the applicable space measured, computed, and determined as useable area upon the basis of the WBR SMM.

1.49 Notice. "Notice" and its various grammatical forms (i.e. "notify") shall have the meaning ascribed to such term in Article 28 hereof.

1.50 Person. "Person" means a corporation, an association, a partnership, an organization, a business, an individual, a government or political subdivision thereof or a government agency.

1.51 Premises. "Premises" has the meaning ascribed to such term in Exhibit A hereof.

1.52 Intentionally Omitted.

1.53 Intentionally Omitted.

1.54 Project Manager. "Project Manager" has the meaning ascribed to such term in 4.3(b) hereof.

1.55 Project Manager Fee. "Project Manager Fee" has the meaning ascribed to such term in subsection 4.3(b) hereof.

1.56 Property. "Property" means the Land and the Building.

1.57 Intentionally Omitted.

1.58 Renewal Option. "Renewal Option" has the meaning ascribed to such term in Exhibit F hereof.

1.59 Rent. "Rent" has the meaning ascribed to such term in Section 5.1 hereof.

1.60 Request for Correction. "Request for Correction" has the meaning ascribed to such term in subsection 4.2(e) hereof.

1.61 Specifications. "Specifications" has the meaning ascribed to such term in subsection 4.2(d) hereof.

1.62 Substantial Completion. "Substantial Completion" has the meaning ascribed to such term in Section 4.10(a) hereof.

1.63 Tenant. "Tenant" has the meaning ascribed to such term in the preamble hereof.

1.64 Tenant Delay. "Tenant Delay" has the meaning ascribed to such term in Section 4.11 hereof.

1.65 Tenant's Architect. "Tenant's Architect" has the meaning ascribed to such term in subsection 4.2(b) hereof.

1.66 Intentionally Omitted.

1.67 Tenant's Portion. "Tenant's Portion" has the meaning ascribed to such term in Section 4.8 hereof.

1.68 Intentionally Omitted.

1.69 Tenant's Representative. "Tenant's Representative" has the meaning ascribed to such term in subsection 4.2(d) hereof.

1.70 Term. "Term" means the Initial Term and any extension thereof.

1.71 Termination Date. "Termination Date" means 11:59:59 o'clock p.m. local time of the last day of the Term.

Article 2 **Premises**

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises as set forth in Exhibit A hereto, for the Term and upon the conditions hereafter provided. Landlord shall finish the Premises in accordance with, and subject to the provisions set forth in Article 4 of this Lease. It is understood and agreed that Landlord will not make, and is under no obligation to make, any structural or other alterations, decorations, additions or improvements in or to the Premises from its "as is" condition, except as set forth in Article 4 of this Lease. No easement for light and air is incorporated in the Premises. Tenant acknowledges and agrees that, prior to the execution of this Lease by Tenant, Tenant has been given the opportunity to measure the space comprising the Premises and confirm the Net Rentable Area thereof. The Net Rentable Area of the Premises set forth in Exhibit A shall conclusively be deemed to be the Net Rentable Area of the Premises for purposes of this Lease.

Article 3 **Use and Restrictions on Use**

The Premises are to be used exclusively for general office use in keeping with the image of the Building, and for no other purpose whatsoever. Tenant shall not do or permit to be done in or about the Premises anything which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building, or injure, annoy, or disturb them, or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose. Tenant shall not commit or suffer the commission of any waste in, on, or about the Premises. Tenant shall not do or permit anything to be done on or about the Premises or bring or keep anything therein which will in any way increase the rate of insurance upon the Building or any of its contents.

Article 4 **Term**

4.1 This Lease will be effective as of the Effective Date, subject to and on the conditions set forth herein. The commencement date of the Term (the "Commencement Date") shall be the day following Substantial Completion of the Construction Improvements as defined in Section 4.10(a) below, and such Substantial Completion with respect to the Construction Improvements shall have been verified by a written certificate signed by Landlord. The parties presently contemplate that the Commencement Date will be approximately September 1, 2007. Notwithstanding anything to the contrary contained in this Lease, if the current tenant of the Premises has not vacated the Premises on or before July 1, 2007 (the "Delay Termination Date"), Landlord shall notify Tenant thereof and Tenant shall have the right to terminate this Lease by

delivering to Landlord, no later than ten (10) days after such Delay Termination Date, fifteen (15) days prior written notice of such termination. In the event the current tenant of the Premises vacates the Premises on or before the expiration of such fifteen (15)-day period, such right of termination shall be deemed to be void and without effect. In the event the current tenant fails to vacate the Premises on or before the expiration of such fifteen (15)-day period, this Lease shall immediately terminate.

4.2 The term "Construction Improvements" shall refer to all pre-occupancy tenant work and installations within or relating to the Premises which Tenant causes to be specified in submittals to Landlord through the following process:

(a) Landlord has heretofore delivered to Tenant, a floor plan of the Premises together with such structural, electrical and mechanical drawings, specifications, schedules, and other information with respect to the Premises which are reasonably required in order for Tenant to cause a proper and expeditious preparation of the plans and specifications to be furnished by Tenant as hereinafter provided.

(b) Landlord and Tenant each recognizes that in order to have the Premises ready for occupancy by September 1, 2007 it is essential that the procedures set forth herein be expeditiously implemented and adhered to by Landlord and Tenant. Accordingly, Tenant shall at its expense, not later than February 15, 2007, deliver to Landlord appropriate prints of the preliminary architectural working drawings and specifications necessary to enable engineering drawings and specifications to be prepared, and Tenant shall further, not later than March 15, 2007, deliver to the Landlord for its approval two mylars and two black line prints of the complete and final architectural working drawings and three copies of the specifications (collectively, "Final Architectural Plans"), prepared by an architect selected by Tenant and licensed by and registered in the District of Columbia ("Tenant's Architect") for the construction and finishing of the Premises for Tenant's occupancy. Tenant's preliminary architectural working drawings and specifications shall designate any areas of high density occupancy, twenty-four hour cooling requirements, and any special light switching requirements.

(c) Intentionally Omitted.

(d) The Final Architectural Plans shall be signed and sealed by Tenant's Architect. The Final Architectural Plans shall conform to the Building's plans and specifications ("Specifications"), shall comply with Government Requirements, and shall designate, among other things, the locations of and specifications for all mechanical, electrical and plumbing ("MEP") equipment to be installed in all spaces, all partitions, doors, lighting fixtures, electric receptacles and switches, telephone outlets, and special air-conditioning and other improvements to be installed by Landlord. Concurrently with delivery of the Final Architectural Plans to Landlord, Tenant shall by written notice to Landlord designate a single individual (who may be changed by Tenant at any time upon giving Landlord prior written notice thereof) who Tenant agrees shall be available to meet and consult with Landlord at the Building as Tenant's Representative ("Tenant's Representative") respecting the matters which are the subject of this Article 4 and who, as between Landlord and Tenant, shall have the power to legally bind Tenant with respect to notices from Tenant making requests for and approving changes, giving approval of plans or work, or giving directions to Landlord under this Article 4.

(e) Landlord agrees to cause the Final Architectural Plans to be promptly studied by the mechanical, electrical, and plumbing engineer ("MEP Engineer") supervising construction of the Building and by Landlord's Contractor, Landlord's supervising engineer, and the Project Manager; and Landlord shall, within seven (7) days after receipt of the Final Architectural Plans, either (i) approve by signing its name thereto, or (ii) define by written notice to Tenant any errors therein which require correction ("Request for Correction"). In the event the Final Architectural Plans require correcting, Tenant shall have seven (7) days to correct the Final Architectural Plans and return the Final Architectural Plans, as corrected, to Landlord for Landlord's approval. If satisfactory, the Final Architectural Plans, as same may be revised, shall be approved by Landlord (by signing its name thereto) within seven (7) days after delivery to Landlord and shall become the final plans for the Construction Improvements (the "Approved Architectural Plans"). If revised Final Architectural Plans remains unsatisfactory, the revision and review and approval process will be repeated until the Final Architectural Plans are prepared to Landlord's satisfaction and receive Landlord's approval; any delays in the work which actually result in a delay in the Substantial Completion provided for in subsection 4.10(a) hereof resulting from the repetition of revision and review and approval process, after the initial Request for Correction, revision, and review and approval process, shall be deemed to be a Tenant Delay as defined in Section 4.11 hereof.

(f) Notwithstanding Landlord's approval of the Final Architectural Plans, Tenant and Tenant's Architect shall remain solely responsible for the Final Architectural Plans and the Approved Architectural Plans, and the accuracy and completeness thereof, and neither Landlord nor the Building Architect or engineers make any representation as to the completeness or accuracy of the Final Architectural Plans and the Approved Architectural Plans. Tenant shall be solely responsible for the Final Architectural Plans' compliance with all applicable laws, rules and regulations of any governmental entity having jurisdiction over the Building and the Premises. Notwithstanding the foregoing, if Landlord determines at anytime that the Construction Improvements described on the Final Architectural Plans does or will interfere with and/or otherwise affect any base Building systems or does not or will not comply with any applicable law, rule or regulation, then the Final Architectural Plans shall be amended, at Tenant's cost, so that the Construction Improvements will not interfere with, and/or otherwise affect, such base Building systems and/or will not violate any applicable law, rule or regulation, and any delay arising in connection therewith shall constitute a Tenant Delay.

(g) Landlord shall cause to be prepared, the actual cost of which shall be a cost of the Construction Improvements payable by Tenant, all those MEP engineering drawings and specifications (the "Final Engineering Plans"), that, based on the Approved Architectural Plans, may be required to complete the Premises in accordance with the Approved Architectural Plans. Landlord shall, not later than thirty (30) days after delivery to Landlord of the Approved Architectural Plans, deliver the Final Engineering Plans to Tenant's Representative. Within seven (7) days after submission to Tenant by Landlord of the Final Engineering Plans, Tenant shall give its approval thereof (to be evidenced by the signature thereon of Tenant's Representative) if the same are in substantial conformity with or a direct extension of the Approved Architectural Plans (the "Approved Engineering Plans"); provided, however, the Final Engineering Plans shall be deemed to have been approved by Tenant unless Tenant, acting through Tenant's Representative, shall have given written notice to Landlord to the contrary within seven (7) days of the receipt of the Final Engineering Plans by Tenant's Representative, stating in which respects the Final Engineering Plans fail to conform with the Approved

Architectural Plans. The Final Engineering Plans shall be deemed to have been approved by Tenant if they are returned by Tenant with specified changes noted and such changes are made, whether or not Tenant's approval thereof is thereafter specifically noted on the Final Engineering Plans so changed.

(h) Construction of any Construction Improvement shall not be commenced until all approvals specified have been given or are deemed to have been given under the provisions of this Section 4.2 and until the Landlord-Tenant Construction Agreement shall have been signed as set forth in Section 4.3 hereof.

4.3 (a) Any reference in this Section 4.3 to Tenant shall be deemed to refer to Tenant acting through Tenant's Representative after the completion of Approved Architectural Plans and Approved Engineering Plans prepared by Landlord and approved or deemed approved by Tenant for the Construction Improvements (the Approved Architectural Plans and the Approved Engineering Plans are hereinafter collectively referred to as the "Approved Construction Plans"). Landlord, with the assistance and cooperation of Tenant and Tenant's Architect, shall promptly prepare through the MEP Engineer and the supervising engineer for the Building, a bidding package for the Construction Improvements based upon the Approved Construction Plans and shall issue the bidding package to three (3) general contractors, one (1) of which shall be selected by Tenant and reasonably acceptable to Landlord. Landlord shall select the general contractor that will undertake the construction of the Construction Improvements ("Landlord's Contractor"). The bid solicitation will request that Landlord's Contractor obtain bids from four (4) subcontractors two (2) of which may be designated by Tenant, determined by Landlord, Tenant and Landlord's Contractor to have demonstrated ability to perform the work in a first-class, workmanlike and timely manner for each type of work required other than (i) work that will be performed by the personnel of Landlord's Contractor and (ii) the subcontractors for roof penetration, fire alarms, MEP, Heating Ventilation and Air-Conditioning ("HVAC") and structural which shall be the base building work general contractor or the base building work subcontractors. Landlord shall review all subcontract bids submitted by Landlord's Contractor and subcontractors, and each subcontract shall be awarded to the subcontractor determined by Landlord and Landlord's Contractor to be the lowest qualified bidder, such judgment to be based on the subcontractor's bid price and its ability to perform the work in a first-class, workmanlike and timely manner. Upon receiving Landlord's written notification of the accepted bid, Tenant shall have seven (7) days to execute Landlord's standard construction agreement ("Landlord-Tenant Construction Agreement"), in form or substantially in form of Exhibit D hereof, in order to approve the bid and authorize Landlord to cause construction to commence. In no event shall Tenant's approval of the bid and authorization to proceed occur later than two (2) weeks following the receipt of the last subcontractor's bid, provided, however, if requested by Landlord prior to the expiration of such two (2) week period, Tenant shall negotiate in good faith with Landlord to reach an agreement on a letter of intent pursuant to which construction of a portion of the Construction Improvements may begin. Landlord shall not commence the Construction Improvements or any portion thereof until Tenant executes the Landlord-Tenant Construction Agreement or such letter of intent.

(b) All Construction Improvements shown on the Approved Construction Plans shall be performed by Landlord, Landlord's Contractors and subcontractors selected pursuant to the bidding procedure required above. Landlord shall retain Trammell Crow Real Estate Services, Inc. ("Project Manager") to supervise and coordinate construction of all

Construction Improvements (other than those specifically reserved by Tenant) for a fee of One Thousand Nine Hundred Eighty Dollars (\$1,980.00) ("Project Manager Fee"). Project Manager shall designate an individual to handle its responsibilities hereunder (the "Project Manager").

4.4 Tenant shall pay to Landlord in accordance with the provisions of Section 4.8 hereof the following costs: (a) Landlord's actual out-of-pocket costs for architectural and engineering services; and (b) any additional actual out-of-pocket costs incurred by Landlord:

(i) caused by any changes made in the Approved Engineering Plans at Tenant's request after such have been accepted or deemed accepted by Tenant as aforesaid, or

(ii) necessitated as a result of changes in the Approved Architectural Plans made after release of such Approved Architectural Plans by Landlord to its engineers, or

(iii) resulting from the fact that the Approved Construction Plans are required to be changed in order to conform to the plans and specifications ("Specifications") for the Building or with Governmental Requirements, to the extent that such Specifications or Governmental Requirements were modified after approval of the Approved Construction Plans and were the result of changes which were beyond Landlord's reasonable control.

4.5 Should Tenant desire to make changes to the Approved Architectural Plans and/or the Approved Engineering Plans which, in the judgment of Landlord shall cause postponement of the Substantial Completion of the Construction Improvements for the Premises, then, without prejudice to the provisions of Section 4.10 hereof, Landlord shall have the right to refuse to permit the making of such changes unless and until Tenant shall have executed a stipulation and agreement in writing stating that, in accordance with subsection 4.10(b) hereof, the Commencement Date of the Lease shall occur prior to the Substantial Completion of the Premises. Furthermore, no change requested by Tenant, whether or not substantial, shall be effective unless and until (in addition to any other conditions thereto as herein specified) Landlord and Tenant shall agree in writing upon the basis for any additional cost or credit to Tenant on account thereof.

4.6 Landlord shall cause the Premises to be improved and completed, in a good and workmanlike manner, in accordance with the Approved Construction Plans. Notwithstanding the foregoing, Landlord reserves the right to (a) make substitutions of material of equivalent or better grade and quality when and if any specified material may not be readily and reasonably available, and (b) make changes necessitated by conditions met in the course of construction. Landlord shall obtain Tenant's written approval prior to making any such substitution and/or change, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that if Tenant fails to approve or disapprove such substitution and/or change within two (2) business days, Tenant shall be deemed to have approved such substitution and/or change.

4.7 (a) Landlord shall provide Tenant with a total construction allowance of up to Thirty Dollars (\$30.00) per square foot of Net Rentable Area of the Premises to be applied solely toward the payment of costs incurred by or charged to Tenant in connection with the acquiring, constructing, and installing the Construction Improvements on or within the Premises ("Landlord's Contribution"), including architectural, engineering, design, and construction management fees, the cost of fixtures to be installed in the Premises, the cost of telephone and

data cabling, and move related expenses (excluding legal fees). Notwithstanding anything to the contrary contained herein, Tenant may elect to use up to Sixteen Thousand Five Hundred Dollars (\$16,500.00) of the unused Landlord's Contribution to defray Annual Base Rent payable by Tenant pursuant to the Lease, provided that Tenant gives written notice to Landlord of Tenant's election to utilize such credit at least thirty (30) days prior to the due date of any installment of Annual Base Rent for which Tenant elects to use such credit. Landlord shall disburse Landlord's Contribution directly to the contractors and subcontractors performing the Construction Improvements as such costs are incurred by Landlord, or, if such costs are incurred by Tenant and such costs are subject to reimbursement out of Landlord's Contribution pursuant to the terms of this Lease, Landlord shall disburse such amounts to Tenant within thirty (30) days after receipt of an invoice setting forth such costs in reasonable detail.

4.8 In the event that the cost of the Construction Improvements (including costs of the portions thereof reserved and contracted directly by Tenant) exceeds Landlord's Contribution, Tenant shall be responsible for the payment of the difference (such amount hereinafter referred to as "Tenant's Portion"). Upon approval of the cost of the Construction Improvements by Tenant, Landlord shall provide Tenant with the calculation of Tenant's Portion based on contract prices. Any variations between original contract prices and final contract prices shall be reflected in Landlord's invoices delivered to Tenant from time to time as herein provided. Tenant shall pay Tenant's Portion to Landlord as follows: (a) thirty percent (30%) immediately prior to the commencement of the Construction Improvements, (b) thirty percent (30%) upon fifty percent (50%) completion of the Construction Improvements, (c) thirty percent (30%) upon Substantial Completion of the Construction Improvements, and (d) ten percent (10%) upon completion of Minor Punch-List Items. Each installment shall be paid by Tenant within thirty (30) days after receipt of an invoice from Landlord with respect thereto.

4.9 Landlord shall promptly undertake and diligently prosecute the correction of any defective work of which it is notified in writing as aforesaid. On the Commencement Date, it shall be conclusively deemed that all work theretofore performed by or on behalf of Landlord and not objected to by Tenant as aforesaid was satisfactorily performed in accordance with, and meeting the requirements of, this Lease, and, except as provided in the following sentence, Landlord shall be relieved of further obligation hereunder with respect to such work. The foregoing presumption shall not apply, however: (i) to required work not actually completed by Landlord, which Landlord agrees it shall complete with reasonable speed and diligence, or (ii) to latent defects in such work which could not reasonably have been discovered theretofore, provided that Tenant notifies Landlord thereof within one (1) year following the Commencement Date.

4.10 (a) For purposes of this Lease, the term "Substantial Completion" (or its grammatical variations), with respect to the Premises, shall mean when the Construction Improvements (excluding specialized or long lead time items) to be performed by Landlord in the Premises in accordance with the Approved Construction Plans, and any revisions to such Approved Construction Plans shall have been completed and reasonable means of access and facilities necessary to Tenant's beneficial use and occupancy of the Premises, including corridors, elevators, stairways and HVAC, sanitary, water and electrical facilities, have been installed and are available to Tenant, notwithstanding (i) the fact that minor or insubstantial details of construction, mechanical adjustment, or decoration remain to be performed, the non-completion of which does not materially adversely interfere with Tenant's beneficial use of the Premises,

(ii) any incomplete items of construction, mechanical adjustment or decoration which are incomplete as a result of Tenant's failure in providing, supplying or constructing any portion of the Construction Improvements where Tenant is responsible for such completion. Said facilities shall not be deemed to be unavailable and shall not affect Substantial Completion if only minor or insubstantial details of construction, decoration or mechanical adjustment ("Minor Punch-List Items") remain to be done. Further, for purposes of this subsection 4.10(a) the term Substantial Completion shall also include a valid certificate of occupancy for the Premises.

(b) Landlord and Landlord's Contractor shall be excused for any delay, and shall not be deemed in default, where the Substantial Completion of the Premises is later than the Commencement Date and such delay is the result of a cause or causes other than Landlord's willful default, including without limitation, a Tenant Delay, as defined in Section 4.11 below.

4.11 Subject to Section 4.1, above, Tenant agrees that in the event of the inability of Landlord to deliver possession of the Premises on the Commencement Date, Landlord shall not be liable for any damage thereby, but Tenant shall not be liable for any Rent until the Substantial Completion of the Premises and Landlord shall deliver possession of the Premises to Tenant in accordance with the requirements set forth in this Article 4. Notwithstanding the foregoing, in the event that Substantial Completion of the Premises has not occurred, or Landlord is otherwise unable to tender possession of the Premises to Tenant, by the Commencement Date as a result of a Tenant Delay, then the Commencement Date and all the obligations of Tenant hereunder, including, but not limited to, the obligations of Tenant to pay Annual Base Rent and Additional Rent, shall not be delayed and shall begin on the Commencement Date. As used herein, the term "Tenant Delay" shall mean any delay in the Substantial Completion of the Premises which is a result of: (a) Tenant's failure to agree to plans and specifications or to correct plans submitted to Landlord after a Request for Correction by Landlord in accordance with the terms of this Article 4 or any failure by Tenant to furnish any required plan, information, approval or consent within the period of time required herein; (b) Tenant's request for materials, finishes or installations which (i) are long-lead items or (ii) are of a special nature and require an unusually long period of time to be installed (but do not otherwise constitute a long-lead item) and which, under good construction scheduling practices, should be completed and installed prior to some other portion of the Construction Improvements and causes completion of such other portion of the Construction Improvements to be delayed; (c) changes in the work to be performed by Landlord in readying the Premises for Tenant's occupancy, which are requested by Tenant after the parties' approval of the Approved Architectural Plans and/or the Approved Engineering Plans or Tenant changes or causes a change in the Approved Architectural Plans and/or Approved Engineering Plans; or (d) the performance or completion of any work or activity by a party employed by Tenant, including any of Tenant's employees, agents or contractors in which events the Commencement Date shall be the date that the Premises would have been Substantially Complete and Landlord would have been able to deliver possession but for such Tenant Delay. No such failure to give possession on the Commencement Date shall affect the other obligations of Tenant hereunder.

Article 5

Rent

5.1 Commencing on October 1, 2007 (the "Rent Commencement Date"), Tenant agrees to pay to Landlord the Annual Base Rent as set forth in Exhibit C plus all other sums due

hereunder ("Additional Rent"), together known as "Rent", payable in equal monthly installments on or prior to the first day of each calendar month during the Term, except the first month's Rent shall be paid upon the execution hereof against the first installments of Rent due hereunder.

5.2 Rent for any period which is less than one full month shall be prorated. Rent shall be paid to Landlord, without deduction, offset or counterclaim and without notice or demand at the Landlord's address, as set forth in Article 28 hereof, or to such other person or at such other place as Landlord may from time to time designate in writing.

5.3 If the date that any payment of Rent is due hereunder shall be other than a Business Day, then such payment shall be due on the next Business Day.

5.4 Tenant recognizes that late payment of any Rent will result in administrative expense to Landlord, the extent of which is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that all payments of Rent not received by the day due shall bear interest at the rate which is equal to two percent (2%) over the prime rate (the "Prime Rate") established by such banking institution selected by Landlord in its sole discretion, from time to time in effect, but not in excess of the maximum lawful rate which may be charged to Tenant in Washington, D.C. Additional Rent, except as set forth in Article 6, shall be due no more than five (5) days after the date of billing.

5.5 The provisions of this Article in no way relieve Tenant of the obligation to pay Rent by the date due, nor do the terms of this Article in any way affect Landlord's other remedies contained herein in the event said Rent is unpaid after the date due.

5.6 No security or guarantee which may now or hereafter be furnished to Landlord for the payment of Rent or the performance of Tenant's other obligations under this Lease shall in any way constitute a bar to the recovery of the Premises or defense to any action in unlawful detainer or to any other action which Landlord may bring for a breach of any of the terms, covenants or conditions of this Lease.

5.7 Nothing in this Lease shall be interpreted to require obligations or payments by Tenant in violation of Article VIII, Section 6, of the Texas Constitution, to the extent such Article applies to such obligations or payments. Tenant shall use its best efforts to seek additional appropriations in the event of any deficiency. In the event Tenant is not appropriated the funds necessary to fulfill its obligations under this Lease, Tenant shall immediately notify Landlord thereof and Landlord shall have the right to terminate this Lease upon notice to Tenant, which termination date shall be one hundred eighty (180) days after the date of the delivery of such notice.

Article 6
Expenses and Rent Adjustments

Intentionally Omitted.

Article 7
Security Deposit

Intentionally Omitted.

Article 8
Alterations

Tenant shall not make or suffer to be made any alterations, additions, or improvements ("Alterations") including, but not limited to, painting and redecorating, the attachment of any fixtures or equipment in, on, or to the Premises or any part thereof or the making of any improvements as required herein without the prior written consent of Landlord. Notwithstanding the foregoing, Landlord's consent shall not be unreasonably withheld, conditioned or delayed, unless the proposed Alterations could, in Landlord's reasonable judgment (i) affect the structure or safety of the Building; (ii) affect the electrical, plumbing or mechanical systems of the Building or the functioning thereof; (iii) be or become visible from the exterior of the Premises; or (iv) interfere with the operation of the Building or the provision of services or utilities to other tenants in the Building. Any Alterations to be done by Tenant as part of Tenant's initial occupancy and previously approved by Landlord shall be specified in Article 4 hereof. All Alterations made by Tenant to the Premises, which are so attached to Premises that they cannot be removed without material injury to the Premises, shall become the property of Landlord if Landlord so elects. Any Alterations in, on, or to the Premises including carpeting, but excepting movable furniture and trade fixtures, shall be and remain the property of Tenant during the Term but shall, unless Landlord elects otherwise, become a part of the realty and belong to Landlord without compensation to Tenant upon the expiration or sooner termination of the Term, and title shall pass to Landlord under this Lease as by a bill of sale. When applying for Landlord's consent, Tenant shall furnish complete plans and specifications for such Alterations. Tenant will be financially responsible for having Landlord's Building architect, or mechanical, electrical or structural engineers either prepare such plans or approve such plans as prepared by others with the appropriate licenses. In the event Landlord consents to the making of any such Alteration by Tenant, the same shall be made in compliance with this Article 8 and Building standards, and by using Landlord's designated mechanical and electrical sub-contractors, whose prices shall be competitive, at Tenant's sole cost and expense. All Alterations proposed by Tenant shall be constructed in accordance with all Governmental Requirements, and Tenant shall, prior to construction, provide such assurance to Landlord, including but not limited to, waivers of lien, surety company performance bonds and personal guarantees of individuals of substance, as Landlord shall require, to assure payment of the costs thereof and to protect Landlord against any loss from any mechanics', materialmen's or other liens. Tenant shall pay in addition to all other sums due hereunder any increase in real estate taxes attributable to any such Alteration. Upon the expiration or sooner termination of the Term as herein provided, Tenant shall upon demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, repair and restore the Premises to their original condition, reasonable wear and tear excepted.

Article 9
Repair

By taking possession, Tenant accepts the Premises as being in good order, condition and repair, and in the condition in which Landlord is obligated to deliver them. Tenant shall, at all times during the Term, keep the Premises in good condition and repair, excepting damage thereto by fire, earthquake, Act of God or the elements, shall comply with all governmental laws, ordinances and regulations applicable to the use and its occupancy of the Premises or the use thereof by Tenant, and shall promptly comply with all governmental orders and directives for the corrective prevention and abatement of any violations or nuisances in or upon, or connected

with, the Premises, all at Tenant's sole expense. It is hereby understood and agreed that Landlord has no obligation to alter, remodel, improve, repair or decorate or paint the Premises, except as specified in Article 4 hereof, and that no representations relating to the condition of the Premises or the Building have been made by Landlord or its Agents, except as specifically set forth herein. Notwithstanding the above provisions of this Article, Landlord shall repair and maintain the structural portions of the Building, including the basic plumbing (excluding private wet bars, sinks and toilets within the tenant's space), standard building air conditioning, heating and electrical systems, installed or furnished by Landlord. Landlord shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided herein, in the event of a casualty there shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs in or to any portion of the Building or the Premises, or in or to fixtures, appurtenances and equipment. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

Article 10 **Liens**

Tenant shall keep the Premises and Tenant's leasehold interest in the Building free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant, including but not limited to, any contractor or agent used in connection with obtaining the Premises. In the event that Tenant shall not, within fifteen (15) days following the giving of notice by a contractor or subcontractor of intention to file a claim, or the giving of notice by a contractor or subcontractor of the filing of a claim, cause the same to be discharged of record, Landlord shall have the right to cause the same to be discharged by such means as it shall deem proper, including payment of the claim giving rise to such lien. Such sums paid by Landlord shall be considered Additional Rent and shall be immediately due and payable.

Article 11 **Assignment and Subletting**

11.1 Tenant shall have the right to assign or sublease all or part of the Premises and expansion space (if any) at any time during the Initial Term or extension thereof subject to Landlord's written approval, which approval shall not be unreasonably withheld, conditioned or delayed, such approval to include, but not be limited to, Landlord's reasonable determination that the proposed sub-tenant or assignee is of the kind, type, and quality typically found in other comparable first-class District of Columbia buildings. Provided that Tenant shall not be in default of the terms and conditions of this Lease, and in the event Tenant desires to sublet the Premises, or any portion thereof, or assign this Lease, Tenant shall give written notice thereof to Landlord (the "Tenant Transfer Notice") at least thirty (30) days, but no more than one hundred and eighty (180) days, prior to the proposed commencement date of such subletting or assignment, which notice shall set forth the name of the proposed subtenant or assignee, the type of business proposed to be conducted on the Premises, the relevant terms of any sublease and copies of financial reports and other relevant financial information of the proposed subtenant or assignee. Subject to the terms of Section 11.7, below, Landlord shall approve or disapprove of Tenant's proposed assignment or subletting within thirty (30) days after Landlord's receipt of a Tenant's Transfer Notice which complies with the terms of this Lease. Notwithstanding any

permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the Rent herein specified, and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Landlord may, at its option, collect directly from such assignee or subtenant all rents due and becoming due to Tenant under such assignment or sublease, and apply such rent against Rent due to Landlord from Tenant hereunder. No such collection shall be construed to constitute a novation or release of Tenant from the further performance of Tenant's obligations hereunder.

11.2 Except with respect to any assignment or subletting to a Qualified Tenant Affiliate (hereinafter defined), Tenant agrees to share "net profits" of any sublet or assignment of its space on a 50/50 basis with Landlord (50% to Tenant and 50% to Landlord) for such period as Tenant shall be subletting or assigning its space. Net profits shall be defined as (i) the difference between (a) Tenant's rent with respect to the sublet space, and (b) the amount received by Tenant as sublease rent or as compensation for an assignment with respect to the sublet space, such amount to equal the average rent on a square foot of Net Rentable Area basis received by Tenant as sublease rent or as compensation for an assignment with respect thereto, multiplied by the Net Rentable Area in the sublet space ("Average Sublease Rent"), minus (ii) the average of all reasonable expenses incurred in the assignment or subleasing, including but not limited to, reasonable legal fees, brokerage commissions and assignment or subtenant concessions including any free rent period(s), the cost of construction improvements performed by Tenant specifically for any subtenant or assignee, but limited to the amortized cost of such improvements as allocated on a straight-line basis over ten (10) years and corresponding to the term of such sublease or assignment (provided, however, that construction improvements which are performed specifically for a subtenant or assignee which are not utilized by Tenant following the expiration or termination of such sublease or assignment shall be fully amortized over the term of such sublease or assignment) ("Average Expenses").

11.3 Tenant acknowledges and does hereby agree that its sole remedy with respect to any assertion that Landlord's failure to consent to any subletting or assignment is unreasonable shall be that of specific performance, and Tenant shall have no other claim or cause of action against Landlord as a result of Landlord's actions in refusing consent thereto, Tenant hereby waiving all other rights and remedies.

11.4 Consent by Landlord to any assignment or subletting shall not include consent to the assignment or transferring of any lease renewal, option rights or space option rights, special privileges or extra services granted to Tenant by this Lease, or addendum or amendment hereto or letter of agreement, and such options, rights, privileges or services shall terminate upon such assignment or subletting. Any sale, assignment, mortgage transfer of the Lease or subletting which does not comply with the provisions of this Article shall be void. All monies paid by any assignee or subtenant to Tenant for furnishings, fixtures and equipment or other considerations shall be deemed consideration for such assignment or sublease, as the case may be. In order to avoid competing with Landlord and to maintain the quality reputation and image of the Building, Tenant shall not offer to sublease or assign the Premises (a) to an existing tenant of Landlord, unless Landlord does not have, and will not have within three (3) months, comparable space to the Premises available within the Building, or (b) to any Tenant not in keeping with the first class image of the Building.

11.5 The sale or transfer in the aggregate of twenty-five percent (25%) or more of the stock of Tenant, if Tenant is a corporation, the sale or transfer in the aggregate of twenty-five percent (25%) or more of the manufacturing interests of Tenant or of Tenant's manager, if Tenant is a limited liability company, or the sale or transfer of a general partnership interest, if the Tenant is a partnership, shall constitute an assignment of the lease for purposes of this Article 11.

11.6 Should Landlord agree to authorize and execute an assignment or sublease agreement, Tenant will pay to Landlord on demand a sum equal to all Landlord's reasonable costs, including attorney's fees, incurred in connection with such assignment or transfer.

11.7 Within thirty (30) days after receipt of a Tenant Transfer Notice that evidences Tenant's desires to assign the Lease or sublet seventy-five percent (75%) or more of the Premises for a term which expires during the final twelve (12) months of the Term, Landlord shall have the right, in its sole discretion, to terminate this Lease by giving Tenant written notice of such termination, the effective date of which termination shall be sixty (60) days after Landlord's written notice to Tenant. As of the effective date of such termination, the Term shall expire as if such date was the date originally set forth in the Lease as the Termination Date.

11.8 Notwithstanding anything to the contrary contained herein, Tenant may upon at least thirty (30) days prior written notice to Landlord (the "Affiliate Notice"), but without Landlord's prior written consent, assign this Lease, or sublet all or a portion of the Premises to a Qualified Tenant Affiliate, provided, that the business operations of the proposed assignee or subtenant (which shall be disclosed in the Affiliate Notice) does not conflict with any exclusivity or other limitation that may be imposed upon Landlord, and no default by Tenant exists hereunder. A "Qualified Tenant Affiliate" shall mean a corporation or other entity which (i) shall control, be controlled by or be under common control with Tenant or which results from a merger with Tenant or which acquires all or substantially all of the business and assets (or stock) of Tenant, (ii) is of a type and quality consistent with the first-class nature of the Building, (iii) has the financial capacity and creditworthiness to undertake and perform the obligations of this Lease or the sublease, (iv) is not a party by whom any suit or action could be defended on the ground of sovereign immunity, and (v) in the case of a merger or acquisition, has a net worth and general creditworthiness immediately after such merger or acquisition at least equal to the net worth and general creditworthiness of Tenant as of the date of this Lease. In the event of any assignment to a Qualified Tenant Affiliate, Tenant shall remain fully liable to perform the obligations of Tenant under this Lease, such obligations to be joint and several with the obligations of the Qualified Tenant Affiliate as tenant under this Lease, and Tenant shall execute such guaranty or other agreement as Landlord shall request to confirm such liability.

Article 12

Liability

Without prejudice to any other rights Landlord may have, Tenant is responsible in accordance with applicable law, for the acts and omissions of its employees and agents which cause injuries to persons or damages to property, including without limitation any claims arising from such injuries or damages, caused by or arising from the existence or any Hazardous Materials (hereinafter defined) at the Building, any remediation thereof (including any survey,

test borings and other exploratory work performed) and any other acts or omissions, unless such injuries or losses are caused by Landlord's negligence.

Article 13 **Insurance**

13.1 Tenant agrees to purchase at its own expense and to keep in force during the Term a comprehensive public liability and property damage insurance policy to protect against any liability to any invitee or employee of Tenant incident to use of or resulting from any accident occurring in or upon the Building with a comprehensive single limit of not less than Three Million Dollars (\$3,000,000.00), subject to reasonable adjustments from time to time at the request of Landlord. Tenant shall also carry "all risk" (or its equivalent) property damage insurance, including insurance for fire, water, sprinkler, extended coverage, windstorm, vandalism, malicious mischief, flood, earthquake and other casualty for the full replacement cost (including an agreed amount endorsement) of (i) all furniture, fixtures and equipment, or any personal or other removable property in the Premises, whether or not owned by Tenant, and (ii) all Construction Improvements, Alterations and any other improvements now in or hereinafter installed in the Premises. Tenant also agrees to maintain any other form or forms of insurance and in such amounts as the Landlord or the mortgagee of the Landlord may reasonably require, from time to time. All policies shall: (a) name Landlord as an additional insured, and insure Landlord's contingent liability under this Lease; (b) be issued by an insurance company which is acceptable to Landlord; (c) provide that said insurance shall not be canceled unless thirty (30) days prior written notice shall have been given to Landlord; and (d) contain a deductible of no more than Five Thousand Dollars (\$5,000.00), without Landlord's written consent. Said policies or certificates thereof shall be delivered to Landlord prior to the Commencement Date and prior to each renewal of said insurance.

13.2 Landlord agrees that throughout the Term it will insure the Building against damage by fire and extended perils coverage, and will carry public liability and property insurance, all in such reasonable amounts and with such reasonable deductibles as determined by Landlord. Notwithstanding any contribution by Tenant to the cost of insurance premiums as provided herein, Tenant acknowledges that it has no right to receive any proceeds from any such insurance policies carried by Landlord, and that such insurance will be for the sole benefit of Landlord with no coverage for Tenant for any risk insured against. Anyone, including but not limited to, cleaning personnel and "Building employees", to whom any property shall be specifically and intentionally entrusted by or on behalf of Tenant, shall be deemed to be acting as Tenant's agents with respect to such property and Landlord shall not be liable for any loss of or damage to any such property. Neither (i) any latent defect in the Building nor (ii) any closing, darkening or bricking up on any windows of the Premises for any reason whatsoever, shall constitute an actual or constructive eviction, or relieve Tenant from any of its obligations under this Lease, or impose any liability upon Landlord.

13.3 Notwithstanding anything to the contrary contained in this Article 13, Tenant shall have the right to self insure for all or any part of the foregoing insurance requirements, provided that Tenant provides Landlord with notice thereof and notice of the extent to which any such requirements will be self-insured. Tenant hereby waives and releases any rights it may have (including, without limitation, any right of subrogation) arising out of any damage or destruction to any property that is required under Section 13.1, above, to be insured by Tenant

(or would have been required to be so insured by Tenant had Tenant not elected to self insure pursuant to the terms of this Section 13.3). The foregoing right to self insure shall be personal to The State of Texas, is non-assignable and shall not transfer or apply to any assignee or subtenant, or any other person or entity.

Article 14
Waiver of Subrogation

14.1 It being incumbent on both Landlord and Tenant to obtain adequate insurance to protect their respective real and personal property interests, neither party shall be liable to the other party and the insurance carriers for each party shall consent to such waiver and waive the right of subrogation, if such policies are available, for any loss or damage caused by fire, water or any of the risks enumerated in standard extended coverage insurance or all risk insurance. If the release of either Landlord or Tenant as set forth herein shall contravene any law with respect to exculpatory agreements, the liability of the party in question shall be deemed not released but shall be deemed secondary to the latter's insurer.

Article 15
Services and Utilities

15.1 Landlord shall furnish elevators during Business Hours on Business Days and shall have an elevator subject to call at all other times. For purposes of this Article 15 only, other than with respect to elevator service, the term "Business Days" shall exclude only Sundays and National and District of Columbia holidays.

15.2 Landlord shall furnish conditioned air at reasonable temperatures and volumes during HVAC Hours (hereinafter defined), except that Tenant must request conditioned air for Saturday by 10 a.m. on the immediately preceding Friday (the "Saturday HVAC Notice"). Extra hours of conditioned air (*i.e.*, all times other than during HVAC Hours) will be provided to Tenant upon Tenant's request with at least 24 hours' advance notice on a previous Business Day. Tenant will be charged Landlord's cost for such service outside of HVAC Hours, based upon Landlord's estimate of additional utility consumption and any other cost associated with such extra service. As used herein, the term "HVAC Hours" means 8:00 a.m. to 6:00 p.m. local time Monday through Friday and, provided Tenant timely delivers a Saturday HVAC Notice to Landlord, 9:00 a.m. to 12:00 p.m. local time on Saturday, excluding National and District of Columbia holidays.

15.3 Landlord shall provide cleaning in accordance with Exhibit K excluding any "food area". Tenant, at its expense, shall cause all areas used for the storage, preparation, service or consumption of food or beverages to be cleaned daily and to be exterminated regularly. Landlord may require Tenant to perform the cleaning for the Premises and Tenant's Additional Rent shall be decreased equitably. Tenant shall have the right to contract with Landlord's then current contractor and with no other contractor, for cleaning and extermination services in addition to the building standard services provided by Landlord.

15.4 Landlord shall redistribute electrical energy to Tenant. However, if either the quantity or character of electrical service is changed for any reason, no such change shall constitute an actual or constructive eviction, or relieve Tenant from any of its obligations under

this Lease, or impose any liability upon Landlord. Notwithstanding anything to the contrary contained in this Lease, Landlord shall not be liable for failure to furnish any services unless Landlord fails to take measures as may be reasonable under the circumstances to restore the service without undue delay.

15.5 If any portion or all of Tenant's use of electricity shall require electricity consumption in excess of the capacity of the electrical system installed by Landlord in the Premises, which shall be equivalent to an average of five and one-half (5.5) watts per square foot of Net Rentable Area at any time, all additional transformers, distribution panels and wiring that may be required to provide the amount of electricity required for Tenant's equipment shall be installed by Landlord at the cost and expense of Tenant. If Tenant's equipment shall cause Tenant's consumption of electricity to exceed an average of five and one-half (5.5) watts per square foot of Net Rentable Area at any time, or if such equipment is to be consistently operated beyond the normal business hours, Landlord may install at its option (i) a separate electric meter for the Premises at Tenant's sole cost and expense, or (ii) a separate meter for the specific equipment that is causing Tenant's excessive consumption of electricity at Tenant's sole cost and expense. In the event Landlord installs a separate meter for the Premises, Tenant shall then pay the cost of electricity it consumes in excess of five and one-half (5.5) watts per square foot of Net Rentable Area at any time as recorded by such meter, based upon local utility rates, directly to Landlord, plus any additional expense incurred by Landlord in keeping the account of the excess electric current so consumed, and an appropriate adjustment will be made to Tenant's Proportionate Share of Expenses to reflect Tenant's reduced consumption of electricity because of such separate metering of the Premises. In the event Landlord separately meters the specific equipment, Tenant shall be billed periodically by Landlord based upon such consumption and no adjustment shall be made to Tenant's Proportionate Share of Expenses.

15.6 Tenant shall not use any device with a rating in excess of 500 watts or 110 volts without Landlord's prior consent. Any reasonable equipment or feeders necessary to supply Tenant's additional electrical requirements, shall be installed by Landlord and Tenant shall pay Landlord's actual out-of-pocket expense of such installation and of the operation and maintenance of such equipment. Tenant covenants that its use of electricity shall not exceed the capacity of the electrical system unless otherwise agreed to by Landlord, which agreement shall not be unreasonably withheld, conditioned or delayed. Wherever equipment used by Tenant affects the temperature otherwise maintained by the air conditioning system, Landlord shall at the request of Tenant install supplemental air conditioning units in or for the benefit of the Premises and Tenant shall pay Landlord for the actual out-of-pocket cost thereof, including installation and operation and maintenance thereof.

15.7 Landlord shall furnish and install all Building standard replacement tubes, lamps, ballasts and bulbs required in the Premises at Landlord's cost.

15.8 Tenant shall pay for the cost of the provision of any service which is in excess of the service provided to the typical office tenant in the Building, as reasonably determined by Landlord. Such services shall include without limitation excess cleaning, rubbish removal, loading dock usage, water, security, elevator usage and heating or air conditioning required by Tenant. Landlord's reasonable determination of the cost of such excess service shall be conclusive. Landlord may reasonably estimate Tenant's usage of any service or install and maintain meters or measuring devices at Tenant's expense to measure quantity of any service.

Tenant shall pay for above standard services at Landlord's then reasonably standard rates or such other rates as Landlord may reasonably impose. If more than one tenant shall be using above Building standard services, then the charges therefore shall be equitably apportioned.

15.9 If the common areas of the Building are in violation of any applicable requirements of The Americans with Disabilities Act, the violation of which would have a material adverse affect on Tenant's use thereof or expose Tenant to any unreasonable health or safety risk or liability, and if an order (after all final appeals have been exhausted) of any court or governmental entity requires that such violation be cured, then Landlord shall promptly cure such violation. Notwithstanding the foregoing, if the requirement that is violated results from Tenant's particular use of the Premises or any alteration, improvement or addition made by, or on behalf of, Tenant in the Premises or Tenant or any of its agents, contractors, subtenants, assignees, invitees or employees otherwise caused such violation or was responsible for maintaining the item in violation pursuant to the terms hereof, then Tenant shall pay for or reimburse Landlord for the cost to cure such violation.

Article 16 **Holding Over**

Tenant shall pay Landlord, for each day Tenant remains in possession of the Premises or any part thereof after termination of the Term by lapse of time or otherwise, one hundred twenty-five percent (125%) of the amount of the Rent for the last month prior to the date of such termination prorated on a daily basis. Tenant shall also pay all damages sustained by Landlord from any loss or liability resulting from such holding over and delay in surrender. If Landlord gives notice to Tenant of Landlord's election thereof, such holding over shall constitute renewal of this Lease from month to month at one hundred twenty-five percent (125%) of the Rent being paid to Landlord under this Lease immediately prior thereto, but if the Landlord does not so elect, acceptance by Landlord of Rent after such termination shall not constitute a renewal. This provision shall not be deemed to waive any of Landlord's rights or in any way affect Landlord's other remedies contained herein or otherwise available.

Article 17 **Subordination and Nondisturbance**

17.1 This Lease is and shall be subject and subordinate to any underlying lease, mortgage, or deed of trust (all collectively, the "Mortgage"), which now or will hereafter affect the Building and all renewals, modifications, consolidations, replacements and extensions thereof. This subordination is self-operative and no further instrument of subordination is required; however, it is further agreed that Tenant, or Tenant's successors in interest, will execute and deliver upon the demand of Landlord any and all instruments desired by Landlord confirming the subordination of this Lease to any such mortgage in the manner requested by Landlord. Landlord is hereby irrevocably appointed and authorized as the agent and attorney-in-fact of Tenant to execute all such subordination instruments in the event Tenant fails to execute and deliver said instruments within five (5) days after notice from Landlord.

17.2 At Landlord's request, Tenant shall enter into a subordination, nondisturbance, and attornment agreement with Landlord's current and future mortgagees (each a "Lender") in substantially the form, of Exhibit M hereof or in Lender's standard form to evidence the

subordination of all leasehold and other rights and estates created in favor of Tenant under this Lease to any Mortgage executed by Landlord to secure such loans made by the Lender.

17.3 Notwithstanding any other provisions hereof, in the event of any attornment by Tenant pursuant to this Article, the Purchaser or successor in interest shall not be: (i) liable for any act or omission of Landlord, or (ii) subject to any offsets or defenses which Tenant might have against Landlord, or (iii) bound by any prepayment by Tenant of more than one month's installment of Rent, or by any previous modification of this Lease, unless such prepayment or modification shall have been required by the terms hereof, as approved in writing by such lessor, holder, purchaser or successor, or by any predecessor in interest except Landlord.

Article 18
Rules and Regulations

Tenant shall faithfully observe and comply with all the rules and regulations as set forth in Exhibit "B" hereto and all reasonable modifications of and additions thereto from time to time put into effect by Landlord. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Building of any such rules and regulations.

Article 19
Reentry by Landlord

19.1 Landlord reserves and shall at all times have the right to reenter the Premises to inspect the same, to supply cleaning services and any other services to be provided by Landlord to Tenant hereunder, to show said Premises to prospective purchasers, mortgagees or tenants (with respect to tenants during the last twelve (12) calendar months of the Term only), and to alter, improve, or repair the Premises and any portion of the Building, without abatement of Rent, and may, for that purpose, erect, use and maintain scaffolding, pipes, conduits and other necessary structures in and through the Building and Premises where reasonably required by the character of the work to be performed (provided entrance to the Premises shall not be entirely blocked thereby, and further provided that the business of Tenant shall not be interfered with unreasonably). In the event that Landlord requires access to any under-floor duct, Landlord's liability for carpet (or other floor covering) replacement shall be limited to replacement of the piece removed. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in the Premises, excluding Tenant's vaults and safes, or special security areas (designated in advance), and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency to obtain entry to any portion of the Premises. Landlord shall also have the right at any time, without any diminution of Rent, to change the arrangement and/or location of entrances or passageways, doors and doorways, and corridors, elevators, stairs, toilets, or other public parts of the Building, and to change the name, number or designation by which the Building is commonly known. In connection with Landlord's entry into the Premises pursuant to this Article 19, Landlord shall use reasonable efforts to minimize any interference with Tenant's business operations in the Premises.

Article 20
Default

20.1 The following shall constitute events of default hereunder ("Events of Default"): (a) the vacation or abandonment of the Premises prior to the expiration or earlier termination of the Term; (b) the failure to pay any amount of Rent in full within five (5) days after the date due; provided, however, that with respect to the first (1st) such failure by Tenant to pay any Rent during any twelve (12) month period during the Term hereof, within five (5) days of written notice from Landlord that such Rent was due; (c) the failure to observe, perform or honor any other term, covenant, condition or representation made under this Lease upon ten (10) days written notice ("notice of default"); (d) the allowance of Tenant's interest in this Lease to devolve upon or pass to any person, except as expressly permitted hereunder. Upon the occurrence at any time of any one of such events, Landlord, at any time thereafter, may give Tenant a five (5) day notice of termination of this Lease, or of termination of Tenant's right to possession of the Premises (without termination of this Lease), and Tenant shall remain liable for damages as provided for herein and all other Rent due hereunder. Upon the appointment of a receiver to take possession of any of the assets of Tenant, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter enacted, this Lease shall automatically terminate without notice.

20.2 If, at any time, (i) Tenant shall be comprised of two (2) or more persons, or (ii) Tenant's obligations under this Lease shall have been guaranteed by any person other than Tenant, or (iii) Tenant's interest in this Lease shall have been assigned, the word "Tenant", as used in this Article, shall be deemed to mean any one or more of the persons primarily or secondarily liable for Tenant's obligations under this Lease. Any monies received by Landlord from or on behalf of Tenant during the pendency of any proceeding of the types referred to in this Article 20 shall be deemed paid as compensation for the use and occupation of the Premises, and the acceptance of any such compensation by Landlord shall not be deemed a waiver by Landlord of any rights or in any way affect Landlord's other remedies contained herein or otherwise available.

20.3 Notwithstanding any provision herein requiring notice to Tenant, if Landlord is required to send notice of default to Tenant two (2) times in any twelve (12) month period, then, notwithstanding the curing of the condition requiring such notice, Tenant shall not, for the remainder of such twelve month period, be entitled to such notice from Landlord, and Tenant shall automatically be in default if Tenant fails to comply with any term, provision or obligation under this Lease, and Landlord may serve a five (5) day notice of termination of this Lease to Tenant without affording to Tenant the opportunity to cure such default, and without prejudice to any other right or remedy contained herein or otherwise available.

Article 21
Remedies

21.1 If an Event of Default has occurred hereunder, Landlord may terminate this Lease, repossess the Premises, and recover from Tenant as damages a sum of money equal to the total of:

- (i) the unpaid Rent accrued and owing at the time of termination; plus
- (ii) an amount equal to the excess, if any, of (A) the total Annual Base Rent for the balance of the Term then remaining (not including any extended term for which this Lease has not theretofore been extended), less (B) the fair market rental value of the Premises for the balance of such term as of the time of default, such excess amount to be discounted to the date of such default at an interest rate per annum of five percent (5%).

21.2 If this Lease is terminated pursuant to the provisions of this Article 21 or Article 20 hereof, then (a) Tenant shall pay the unpaid Rent accrued and owing at the time of termination; and (b) unless Landlord elects to receive the damages set forth in Section 21.1 hereof, Tenant shall pay, as damages, any deficiency between the Rent reserved in this Lease for the period which otherwise would have constituted the unexpired portion of the Term, and the net amount, if any, of the rent collected under any such reletting for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Lease and with such reletting including all possession costs, brokerage commissions, legal expenses, reasonable attorney's fees and alteration costs). Tenant shall in no event be entitled to any rents payable under any reletting.

21.3 Landlord and its agents may, after terminating this Lease, reenter the Premises without notice, and may dispossess Tenant and any other persons from the Premises, and remove any and all of their property and effects without releasing Tenant in whole or in part, from any obligation, including Tenant's obligation to pay the Rent hereunder for the full Term.

21.4 After terminating the Lease, Landlord, at Landlord's option, may relet any part of the Premises, from time to time, to such tenants, for such terms ending before, on or after the Expiration Date, at such rental and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Landlord shall in no event be liable for refusal or failure to relet the Premises, or for failure to collect any Rent due upon any reletting, and no such failure shall operate to relieve Tenant of any liability. Landlord may make such Alterations to the Premises as Landlord, in its sole discretion, considers advisable in connection with any such reletting, without relieving Tenant of any liability under this Lease. If Tenant acknowledges that Tenant is in default hereunder and requests in writing that Landlord mitigate Landlord's damages as a result of such default, Landlord agrees to use commercially reasonable efforts to mitigate any damages that Landlord may suffer as a result of any default by Tenant hereunder, which commercially reasonable efforts may include Landlord undertaking to lease the Premises to another tenant (a "Substitute Tenant"); provided, however, notwithstanding anything contained herein to the contrary (i) Landlord shall have no obligation to solicit or entertain negotiations with any other prospective tenants for the Premises until Landlord obtains full and complete possession of the Premises; (ii) Landlord shall not be obligated to offer the Premises to a prospective tenant when other premises in the Building

suitable for that prospective tenant's use are (or soon will be) available; (iii) Landlord shall not be obligated to lease the Premises to a Substitute Tenant for a rental less than the current fair market rental then prevailing for similar office uses in comparable buildings in the same market area as the Building, nor shall Landlord be obligated to enter into a new lease under terms and conditions that are unacceptable to Landlord under Landlord's then current leasing policies for comparable space in the Building as determined by Landlord in its good faith judgment; (iv) Landlord shall not be obligated to enter into a lease with any proposed tenant whose use would: (1) violate any restriction, covenant or requirement contained in the lease of another tenant of the Building; (2) adversely affect the reputation of the Building; or (3) be incompatible with the operation of the Building as a first-class building; and (v) Landlord shall not be obligated to enter into a lease with any proposed Substitute Tenant which does not have, in Landlord's reasonable opinion, sufficient financial resources or operating experience to operate the Premises in a first-class manner. Tenant agrees to use commercially reasonable efforts to mitigate any damages that Tenant may suffer as a result of any default by Landlord hereunder.

21.5 Tenant expressly waives any right that Landlord shall make demand upon Tenant for unpaid Rent or that Landlord shall give Tenant notice to remove from the Premises, as required by any law or statute now or hereafter in effect. Tenant and Tenant's agents including all creditors, further waive any and all rights under any law to redeem the Premises, to file any claims for damages resulting from said reentry and expulsion, or to reenter or repossess the Premises, or to restore the operations of this Lease, after (i) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any reentry by Landlord or (iii) any termination of the Lease, whether such dispossession, reentry, or termination shall be by operation of law or pursuant to the provisions of this Lease. The words "reentry" and "reentered" as used in this lease shall not be restricted to their technical legal meanings. Tenant hereby waives all rights of redemption to which Tenant or any person under Tenant might be entitled by any law now or hereafter in force.

21.6 Notwithstanding the foregoing, if Tenant is in default hereunder, Landlord (without notice and/or lapse of time in case of emergency) shall have the right, without prejudice to any other right or remedy provided for hereunder or otherwise available, to cure the default; and in such case, all of Landlord's cost and expense in so doing, plus interest thereon at the rate per annum specified in Article 5 hereof (applicable to late installments of Rent), shall be due and payable to Landlord, upon demand, as Additional Rent.

Article 22

Quiet Enjoyment

Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, while paying Rent and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the Term, without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease. In the event this Lease is a sublease, then Tenant agrees to take the Premises subject to the provisions of the prior existing leases.

Article 23
Damage by Fire, etc.

23.1 In the event the Premises or the Building is damaged by fire or other casualty, Landlord shall forthwith repair the same provided such damage can, in Landlord's estimation, be materially restored within one hundred eighty (180) days. This Lease shall remain in full force and effect except that, if such damage is not the result of any negligence or willful misconduct of Tenant, or its agents, employees, or invitees, Tenant shall be entitled to an equitable abatement in Rent from the date of such damage until the Premises are materially restored. Within thirty (30) days from the date of such damage, Landlord shall notify Tenant in writing whether or not material restoration can be made within the one hundred and eighty (180) day period, and Landlord's reasonable determination shall be binding on Tenant. For purposes hereof, the Building or Premises shall be deemed "materially restored" if they are in such condition as would not prevent or materially interfere with Tenant's use of the Premises for the purpose for which it was then being used.

23.2 If such repairs cannot, in Landlord's reasonable estimation, be made within one hundred and eighty (180) days, Landlord and Tenant shall each have the option of giving the other, at any time after Landlord has given such notice, written notice terminating this Lease as of the date of such damage. In the event of the giving of such written notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate as of the date of such written notice as if such date had been originally fixed in this lease for the expiration of the Term. In the event that neither Landlord nor Tenant exercises the option set forth above to terminate this Lease in the event of partial destruction, then Landlord shall repair or restore such damage, this Lease continuing in full force and effect, with the Rent hereunder to be equitably abated as herein above provided. Landlord shall not be required to repair any injury or damage by fire or other cause to, or to make any repairs or replacements of any paneling, decorations, partitions, additions, railings, ceilings, floor coverings, office fixtures or any other property or improvements installed in the Premises at the expense of Tenant.

23.3 Notwithstanding anything to the contrary contained in this Article 23: (a) Landlord shall not have any obligation whatsoever to repair, reconstruct, or restore the Premises when the damages resulting from any casualty covered by the provisions of this Article 23 occur during the last twelve (12) months of the Term or any extension thereof, and (b) in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises or Building requires that any insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such holder, whereupon this Lease shall end on the date of such notice as if the date of such notice were the date originally fixed in this lease for the expiration of the Term.

23.4 In the event of any damage or destruction to the Building or Premises by any peril covered by the provisions of this Article 23, Tenant shall without notice from Landlord, remove forthwith, at its sole cost and expense, the property belonging to Tenant or his licensees from such portion of the Building or Premises as prudent and necessary.

Article 24
Eminent Domain

24.1 If possession of all or any substantial part of the Premises shall be taken by any public or quasi-public authority under the power of eminent domain, or conveyance in lieu thereof, either party hereto shall have the right, at its option, of giving the other, at any time within thirty (30) days after such taking, notice terminating this Lease. If neither party hereto shall so elect to terminate this Lease, Rent shall be adjusted equitably.

24.2 Before Tenant may terminate this Lease by reason of taking or appropriation as above provided, such taking or appropriation shall be so substantial as to materially interfere with Tenant's use and occupancy thereof. In addition to the rights of Landlord above, if any substantial part of the Building shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, or conveyance in lieu thereof and regardless of whether the Premises or any part thereof are so taken or appropriated, Landlord shall have the right at its sole option, to terminate this Lease. Landlord shall be entitled to any and all income, rent, award, or any interest whatsoever, which may be paid or made in connection with any such taking for a public or quasi-public use or purpose, and Tenant hereby releases and assigns to Landlord any right or interest it may have in or claim to all or any part of such award or other sums. Without limitation of such release and assignment, Tenant shall have no claim against Landlord for the value of any unexpired Term, provided however, that nothing herein shall preclude Tenant from claiming or receiving payment for business dislocation damages, damages to Tenant's trade fixtures and moving expenses, so long as the amount of same is not subtracted from the award which Landlord is entitled to receive.

Article 25
Sale by Landlord

In the event of a sale or conveyance by Landlord of the Building, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of Tenant, and, in such event, Tenant agrees to look solely to the successor in interest of Landlord in and to this Lease. Except as set forth in this Article 25, this Lease shall not be affected by any such sale or conveyance. If any security has been given by Tenant to secure the faithful performance of the covenants of this Lease, Landlord shall transfer said security, as such, to Landlord's successor in interest, who shall be liable for such security, thereupon releasing Landlord of any further liability with regard to said security.

Article 26
Estoppel Certificates

Within twenty (20) days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord, any prospective Landlord, mortgagee or prospective mortgagee a sworn statement certifying: (a) the date of commencement of this Lease, (b) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications), (c) the date to which the Rent has been paid, (d) the fact that there are no current defaults under this Lease by either Landlord or Tenant, except as specified in Tenant's statement, and (e) such other matters requested by Landlord. Landlord and Tenant

intend that any statement delivered pursuant to this Article 26 may be relied upon by any mortgagee, beneficiary or purchaser, and Tenant shall be liable for all loss, cost or expense resulting from the failure of any sale or funding of any loan caused by any material misstatement contained in such estoppel certificate, or the failure to deliver the estoppel certificate. Tenant hereby irrevocably appoints Landlord or, if Landlord is a trust, Landlord's beneficiary or agent, as attorney-in-fact for the Tenant, with full power and authority to execute and deliver in the name of Tenant such estoppel certificate if Tenant fails to deliver the same within such twenty (20) day period, and such shall be fully binding on Tenant if Tenant fails to deliver a contrary certificate within five (5) business days after receipt by Tenant of a copy of the certificate executed by Landlord, Landlord's beneficiary or agent, as the case may be, on behalf of Tenant.

Article 27 **Surrender of Premises**

27.1 Tenant shall, at least thirty (30) days before the last day of the Term, arrange to meet Landlord for a joint inspection of the Premises. In the event of Tenant's failure to arrange such joint inspection, Landlord's inspection at or after Tenant's vacating the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration.

27.2 Upon termination of this Lease, Tenant will peaceably deliver up to Landlord possession of the Premises, together with all improvements or additions upon or belonging to the same, by whomsoever made, in the same condition as received or first installed broom clean and free of all debris and damage, (ordinary wear and tear, and damage by fire, earthquake, Act of God, or the elements alone excepted). Tenant shall, upon termination of this Lease, remove all trade fixtures installed by Tenant, at Tenant's sole cost, title to which shall be in Tenant's name. Tenant shall be responsible for repairing any damage caused by such removal.

27.3 Property not so removed shall be deemed abandoned by Tenant and may be removed by the Landlord, and the Landlord shall have the option (i) to have title automatically pass to the Landlord without the need of a formal assignment from Tenant, or (ii) to have the property stored at Tenant's risk and expense, and be reimbursed by Tenant for the cost of removal thereof.

27.4 All obligations of Tenant hereunder not fully performed as of the termination of this Lease shall survive this Lease. Upon the termination of this Lease, Tenant shall pay to Landlord the amount, as estimated by Landlord, necessary: (i) to repair and restore the Premises as provided herein; and (ii) to discharge Tenant's obligation for unpaid amounts due Landlord. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant, with Tenant being liable for any additional costs upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied. Any security deposit shall be credited against the amount payable by Tenant hereunder.

Article 28 **Notices**

Any notice or document required or permitted to be delivered hereunder shall be in writing. All notices except for routine mailing, such as Rent bills sent by Landlord, shall be

personally delivered, or sent by United States Mail, postage prepaid, certified, or Registered Mail, addressed to the parties hereto at the respective addresses set forth below, or at such other address as they have theretofore specified:

(i) In the case of Landlord:

(A) APA TEN G LLC
c/o American Psychological Association
750 First Street, N.E.
Washington, D.C. 20002-4241
Attention: Charles L. McKay

(ii) In the case of Tenant

(A) Until Tenant occupies the Premises:

(1) THE STATE OF TEXAS
c/o State Lease Officer
Texas Building and Procurement Commission
P.O. Box 13047
Austin, Texas 78711

(B) After Tenant occupies the Premises:

(1) THE STATE OF TEXAS
10 G Street, N.E.
Washington, D.C. 20002
Attention: Director of Facilities

with a copy to:

State Lease Officer
Texas Building and Procurement Commission
P.O. Box 13047
Austin, Texas 78711

Article 29
Force Majeure

Landlord and/or Tenant shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease when performance is prevented by a cause or causes beyond the Landlord's and/or Tenant's control, which causes shall include without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, Acts of God, or any other cause, not within the reasonable control of the Landlord and/or Tenant (collectively, "Force Majeure"). This Article 29 shall not apply to or modify Tenant's obligations under this Lease to make prompt payment to Landlord of all Rent due hereunder.

Article 30
Relocation of Tenant

Intentionally Omitted.

Article 31
Access and Security

Tenant shall have access to the Building twenty-four (24) hours per day, seven (7) days a week, fifty-two (52) weeks per year, unless prevented by a cause or causes outside of Landlord's control. The Building may be served by a lobby attendant during Business Hours and by roving security guard(s) after Business Hours. Access after Business Hours shall be by card-key electronic security system. Notwithstanding the foregoing, Landlord reserves the right to change its security systems at any time during the Term or any extension thereof.

Article 32
Defined Terms and Headings

32.1 The article headings herein are for convenience of reference and shall in no way define, increase, limit, or describe the scope or intent of any provision of this Lease. Any insurance of, or option granted to Landlord shall also include or be exercisable by Landlord's trustee, beneficiary, agents and employees, as the case may be. In any case, where this Lease is signed by more than one person, the obligations hereunder shall be joint and several. The terms "Tenant" and "Landlord" or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural number, individuals, firms, or corporations, and each of their respective successors, executors, administrators, and permitted assigns, according to the context hereof specifically. The rentable area of the Premises shall be calculated by the Landlord on the basis of the plans and specifications of the Building. Tenant hereby consents and agrees that the calculation of rentable area that the Rent is based on shall be controlling. From time to time Landlord may elect to have Landlord's independent architect re-determine and certify in writing the total rentable area if there has been a change for any reason including condemnation, sale, casualty or demolition. Such determination shall be binding and conclusive upon Landlord or Tenant.

32.2 If Tenant signs as a corporation, each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant has been and is qualified to do business under District of Columbia Law, that the corporation has full right and authority to enter into this Lease, and that all persons signing on behalf of the corporation were authorized to do so by appropriate corporate actions. If Tenant signs as a partnership, trust, or other legal entity, each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant has complied with all applicable laws, rules and governmental regulations relative to its right to do business under District of Columbia Law and that such entity on behalf of the Tenant was authorized to do so by any and all appropriate partnership, trust or other actions. Tenant agrees to furnish promptly, upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of Tenant to enter into this Lease.

Article 33
Enforceability

If, for any reason whatsoever, any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions of this Lease shall be and remain in full force and effect.

Article 34
Commissions

34.1 Each of the parties represents and warrants to the other that it has not dealt with any broker or finder in connection with this Lease, except The Staubach Company – Northeast, Inc., as Tenant's agent, and Trammel Crow Services, Inc., as Landlord's agent.

34.2 Landlord shall pay all commissions due the broker named in Section 34.1 hereof, provided Tenant shall comply with all of the terms and conditions hereunder.

Article 35
Time and Applicable Law

Time is of the essence of this Lease and all of its provisions. This Lease shall in all respects be governed by the laws of the District of Columbia.

Article 36
Successors and Assigns

Subject to the limitations concerning assignment and subletting, the terms, covenants and conditions contained herein shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators, and assigns of the parties hereto.

Article 37
Entire Agreement

This Lease, together with the Exhibits and Addenda attached hereto, contains all agreements of the parties hereto and supersedes any previous negotiations. There have been no representations made by the Landlord or understandings made between the parties other than those set forth in this Lease and its exhibits. This Lease may not be modified except by a written instrument duly executed by the parties hereto.

Article 38
Examination Not Option

Submission of this Lease shall not be deemed to be a reservation of the Premises. Landlord shall not be bound hereby until its delivery to Tenant of an executed copy hereof signed by Landlord, previously signed by Tenant, and until such delivery Landlord reserves the right to exhibit and lease the Premises to other prospective tenants. Notwithstanding anything contained herein to the contrary, Landlord may withhold delivery of possession of the Premises from Tenant until such time as Tenant has paid to Landlord the Security Deposit required herein, the first month's Rent and any other sums owed pursuant hereto.

Article 39

Law

The terms "law" or "required by law" shall include without limitation any law, statute, regulation, ordinance, rule, order, directive, requirement, guideline or recommendation by any local, state or federal legislative body, department, commission, official or officer.

Article 40

Mutual Waiver of Jury Trial

Both Landlord and Tenant hereby waive trial by jury in any action, proceeding or claim brought by Landlord or Tenant against the other on any matter whatsoever or in any way connected with this Lease. Such waiver shall survive the termination of this Lease. With respect to any provision of this Lease, Tenant, in no event shall be entitled to make, nor shall Tenant assert any claim for, and Tenant hereby waives any claim for money damages; nor shall Tenant claim any money damages by way of offset, counterclaim or defense; Tenant's sole remedy shall be an action or proceeding to enforce any such provision or for specific performance, injunction or declaratory judgment.

Article 41

Attorneys' Fees

In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees to be fixed by the court in such action or proceeding.

Article 42

Recordation

Tenant shall not record this Lease or a memorandum or other notice hereof without the prior written consent of Landlord. If Tenant does record the Lease or notice or memorandum without the prior written consent of Landlord, it shall be considered a default under this Lease entitling the Landlord to terminate the Tenant's occupancy.

Article 43

Lien for Rent

Intentionally Omitted.

Article 44

Lender's Approval

Landlord shall have ten (10) days to obtain approval of this Lease by Landlord's lender. Landlord shall have the right to cancel this Lease if Tenant refuses to approve in writing any modification requested by Lender within ten (10) days after Landlord's request therefor. If such right to cancel is exercised, this Lease shall thereafter be null and void, any security deposited hereunder shall be returned to Tenant, and neither party shall have any liability to the other by reason of such cancellation.

Article 45
Limitation of Landlord's Liability

45.1 The obligations of Landlord herein are intended to be binding only on the property of the entity acting as Landlord and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its trustees or board of directors and officers, as the case may be, its investment manager, the general partners thereof or any employees or agents of Landlord, or its successors, assigns or any mortgagee in possession, or the investment manager.

45.2 Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of the Lease by Landlord, that there shall be absolutely no personal liability on the part of Landlord, its successors, assigns or any mortgagee in possession, or any of Landlord's trustees, directors, officers, partners, agents or employees (for the purposes of this paragraph, collectively referred to as "Landlord"), with respect to any of the terms, covenants and conditions of this Lease, and that Tenant shall look solely to the equity of Landlord in the Building for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord of any of the terms, covenants and conditions of this Lease to be performed by Landlord, such exculpation of liability to be absolute and without any exceptions whatsoever.

Article 46
Hazardous Materials

46.1 Tenant, its agents and employees, shall not violate or cause to be violated any federal, state or local law, ordinance or regulation relating to the environmental conditions on, under or about the Premises or the Building, or the Land, including, but not limited to soil and ground water conditions. Tenant, its agents and employees shall not introduce, use, generate, store, accept or dispose of on, under or about the Premises, the Building, or the Land or transport to or from the Premises, the Building, or the Land any hazardous wastes, toxic substances, pollutants or related materials ("Hazardous Materials"). For the purposes of this Article, Hazardous Materials shall include, but not be limited to substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980), as amended, 42 U.S.C. Section 9601, *et seq.*; Hazardous Materials Transportation Act, 49 U.S.C. Section 1802; and Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 *et seq.* and any other substances considered hazardous, toxic or the equivalent pursuant to any other applicable laws and in the regulations adopted and publications promulgated pursuant to said laws or any future laws or regulations (collectively, the "Environmental Laws").

46.2 Tenant shall clean up and remove or cause to be cleaned up and removed from, under or about the Premises, the Building or the Land any Hazardous Materials it or its agents or employees have or have caused to be introduced, at its sole cost and expense, and shall ensure that such removal is conducted in compliance with all applicable Environmental Laws.

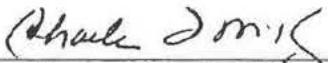
46.3 This Article 46 shall survive the expiration or earlier termination of this Lease.

SIGNATURE PAGE

The Signature Page is incorporated into and made a part of the Lease. This Lease by and between **APA TEN G LLC** and **THE STATE OF TEXAS**, dated this 20th day of Dec, 2016 includes the Exhibits and Addenda attached hereto, all of which are made a part hereof.

LANDLORD:

APA TEN G LLC,
a Delaware limited liability company

By: 
Printed Name: Charles McKay
Title: Vice President and CFO

TENANT:

THE STATE OF TEXAS, a sovereign state of
the United States of America, by and through
the Texas Building and Procurement
Commission

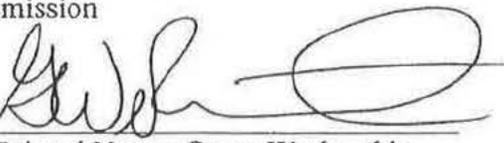
By: 
Printed Name: Gregg Werkenthin
Title: State Lease Officer

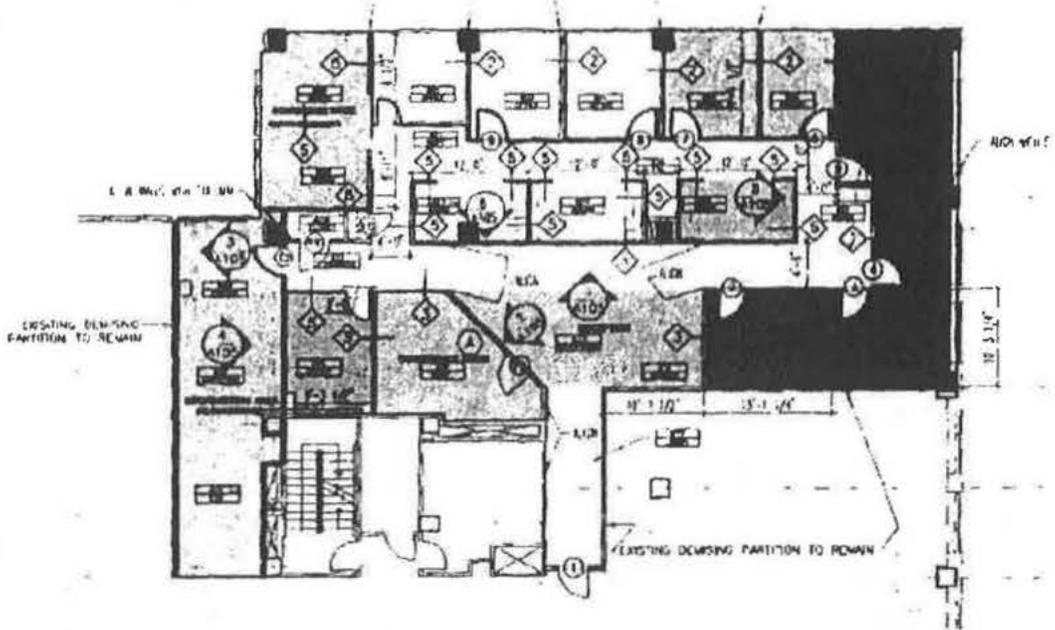
EXHIBIT A

Premises

1. Three thousand three hundred (3,300) square feet of Net Rentable Area on the sixth (6th) floor, as shown on the sketch attached hereto on Exhibit A-1 ("Premises").

EXHIBIT A-1

Sketch of Premises



OFFICE LAYOUT PLAN
10 G Street NE, 6th Floor

EXHIBIT B

Rules and Regulations

1. No sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside or inside of the Building, if visible from a public area, without the prior written consent of the Landlord. Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering in public corridors shall be inscribed or affixed at the expense of Tenant by a person or vendor chosen by Landlord and in conformance with the Building standard signage program. In addition, Landlord reserves the right to change from time to time the format of the signs or lettering and to require previously approved signs or lettering to be appropriately altered.
2. Tenant shall use and keep in place the Building standard window covering. Tenant shall not place anything or allow anything to be placed against or near any doors or windows which may appear unsightly, in the opinion of Landlord, from outside the Premises.
3. Tenant shall not obstruct any sidewalks, halls, passages, exits, entrances, elevators or stairways of the Building. The halls, passages, exits, entrances, shopping malls, elevators, escalators and stairways are not for the general public, and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Building and its tenants. However, nothing contained herein shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No tenant and no employee or invitee of any tenant shall go upon the roof of the Building, except the roof area designated for tenant use may be accessed during Business Hours and at other times with Management's permission.
4. The directory of the Building will be provided exclusively for the display of the name and location of tenants only and Landlord reserves the right to exclude any other names therefrom. One entry in the directory of the building shall be provided.
5. All cleaning services for the Premises shall be arranged exclusively through the Landlord. Tenant shall not cause any unnecessary labor or service by carelessness or indifference to the good order and cleanliness of the Premises, however occurring.
6. Landlord will furnish Tenant, free of charge, with two keys to each door lock in the Premises. Landlord may make a reasonable charge for any additional keys. Tenant shall not make or have made additional keys, and Tenant shall not alter any lock or install a new or additional lock or bolt on any door of its Premises. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys of all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, shall pay Landlord therefor.
7. If Tenant requires telegraphic, telephonic, burglar alarm or similar services, it shall first obtain, and comply with, Landlord's instructions for their installation.

8. No equipment, materials, furniture, packages, supplies, or other property will be received in the Building or carried in the elevators except between such hours and in such elevators as may be designated by Landlord. Furniture, equipment or supplies shall be moved in and out of the Building only during such hours, and in such manner, and by vendors designated by Landlord.
9. Tenant shall not place a load upon any floor which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Landlord through Landlord's structural engineer, whose fee shall be paid for by Tenant, shall have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects shall stand on such platforms as determined by Landlord to be necessary to properly distribute weight. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenants shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Building must be acceptable to Landlord. Tenant will be responsible for loss or damage done to the Building by maintaining or moving such equipment or other property.
10. Tenant shall not use any method of heating or air conditioning such as space heaters or fans other than that supplied by Landlord, unless Tenant has received Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. Tenant shall not waste electricity, water or air conditioning. Tenant shall keep corridor doors closed. Tenant shall have the right to install light motion sensors in the Premises, subject to the terms and conditions of the Lease relating to the undertaking by Tenant of Alterations in the Premises.
11. Landlord reserves the right to exclude from the Building during non-business hours as defined by Landlord, any person unless that person has a Building security system card and/or key issued by Landlord at Tenant's written request. Tenant shall be responsible for all persons for whom it requests cards and/or keys and shall be liable to Landlord for all acts of such persons. Landlord shall not be liable for damages for any error with regard to the admission to or exclusion from the Building of any person.
12. Tenant shall close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus, electricity, gas or air outlets before Tenant and its employees leave the Premises. Tenant shall be responsible for any damage or injuries sustained by other tenants or occupants of the Building or by Landlord for noncompliance with this rule.
13. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed. No foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.

14. Tenant shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of the Building. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.
15. Except as approved by Landlord, Tenant shall not mark, drive nails or drill into partitions, woodwork or plaster or in any way deface the Premises. Tenant shall not cut or bore holes for wires. Tenant shall not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.
16. Tenant shall not install, maintain or operate upon the Premises any vending machines or video game machines.
17. Tenant shall store all its trash and garbage within its Premises. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord.
18. No cooking shall be done or permitted by any Tenant in the Premises, except that use of Underwriters' Laboratory approved (i) microwave and toaster ovens and (ii) equipment for brewing coffee, tea, hot chocolate and similar beverages, shall be permitted, provided that such ovens and equipment, and the use thereof, are in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations.
19. Tenant shall not use in the Building any hand trucks except those equipped with the rubber tires and side guards or such other material-handling equipment as Landlord may approve. Tenant shall not bring any other vehicles of any kind in to the Building.
20. Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address, or in any way impair the Building's reputation.
21. Tenant shall pay on demand the cost of replacement of any glass doors or windows broken in or on the perimeter of the Premises during the continuance of the Lease, unless the glass shall be broken by Landlord, its employees or agents.
22. The requirements of Tenant will be attended to only upon appropriate application to the office of the Building by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under instructions from Landlord.
23. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations.
24. No animals, vehicles or bicycles shall be allowed in the Building.

25. The use of oil, gas or inflammable liquids for heating, lighting or cleaning or any other purpose is expressly prohibited. Explosive or other articles deemed hazardous shall not be brought into the Building.
26. Canvassing, soliciting and peddling in or about the Building is expressly prohibited.
27. Tenant shall not permit any portion of the Premises to be used as an office for a public stenographer or typist, or as a barber or manicure shop, or as an employment bureau. Tenant shall not advertise for laborers giving an address at the Building.
28. Intentionally Omitted.
29. No space shall be used for lodging, manufacturing, storage of or sale of merchandise, goods or property of any kind or any other business that involves patronage from the general public.
30. For the benefit of all tenants, Landlord shall have the right to reasonably limit elevator use during peak use hours.
31. The smoking of cigarettes, cigars, pipes or any other combustible product shall not be allowed in the Building, the garage, or on the roof.
32. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of any premises in the Building.

EXHIBIT C

Annual Base Rent

The Annual Base Rent shall be as follows:

1-2 08-09	\$41.00	\$135,300.00	\$11,275.00
3-4 10-11	\$43.46	\$143,418.00	\$11,951.50
5-6 12-13	\$46.07	\$152,023.08	\$12,668.59
7-8 14-15	\$48.83	\$161,144.52	\$13,428.71
9-10 16-17	\$51.76	\$170,813.16	\$14,234.43

*Note: The increase in Annual Base Rent is intended to represent a biennial increase of six percent (6%).

EXHIBIT D

Landlord-Tenant Construction Agreement

This Agreement is made and entered into by and between APA 750 LLC ("Landlord"), and THE STATE OF TEXAS ("Tenant"), for construction of Tenant Construction Improvements to be performed in the space leased by Tenant from Landlord at 10 G Street, N.E., Washington, D.C., 20002.

1. The Construction Improvements to be completed by Landlord, referred to in Article 4, is described as follows: Leasehold improvements in accordance with the construction documents listed in Attachment "A". Tenant hereby acknowledges that the drawings listed in Attachment "A" comply with the Approved Construction Plans and hereby releases these drawings for construction based upon the conditions set forth in this Agreement.
2. This Agreement is subject to the terms and provisions of the Lease, including but not limited to those terms and conditions regarding the Construction Improvements, and the approved construction documents listed in Attachment "A". The Construction Improvements shall be performed in accordance with the provision(s) of Article 4 of the Lease.

3. The Tenant's Portion to be paid by the Tenant is calculated as follows:

A. Construction Costs to Date

Per Attachment "B"	=	_____
Landlord Fee	=	_____
Subtotal A	=	_____

B. Landlord's Contribution

Per Attachment "C"	=	_____
Subtotal B	=	_____

Tenant's Portion

Subtotal A – Subtotal B	=	_____
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4. The Tenant hereby agrees to cause any contractors hired by Tenant ("Independent Contractors") to indemnify the Landlord against, and hold Landlord harmless from, all claims for such contractors' operations. Tenant's Independent Contractors shall execute such additional documents as Landlord may reasonably request to evidence said indemnity.
5. LANDLORD MAKES NO EXPRESS OR IMPLIED WARRANTIES FOR NON-BUILDING STANDARD ITEMS REQUESTED BY TENANT, EXCEPT AS EXPRESSLY STATED IN THIS PARAGRAPH. Landlord will perform the Construction Improvements in good and workmanlike manner and will assign to Tenant

any and all warranties Landlord receives from manufacturers and suppliers for equipment and other items installed under this Agreement.

6. Landlord shall cause the Landlord's Contractor, and any Independent Contractor engaged directly by Tenant, to obtain and maintain insurance in form, type and amount acceptable to Landlord, including but not limited to the following:

Comprehensive General Liability Insurance including products and complete operations and contractual liability insurance, endorsed with Broad Form Property Damage Endorsement (including products and completed operations, coverage to remain in force for two (2) years following completion of the work performed by such Independent Contractors) in such reasonable limits as required by Landlord and naming Landlord, its architect and contractors as additional insureds; and

Workmen's Compensation Insurance in statutory form and amount covering operations of Independent Contractor and its subcontractor and sub-subcontractors, performed in connection with their work, endorsed with Waiver of Subrogation with respect to Landlord and its architect and contractors.

EXECUTED as of the date indicated below.

7. All capitalized terms used in this Agreement and not otherwise defined, are used as defined in the Lease.

Signature Page to Exhibit D, Landlord-Tenant Construction Agreement, dated _____, 2006, by and between APA TEN G LLC and THE STATE OF TEXAS.

LANDLORD:

APA TEN G LLC,
a Delaware limited liability company

TENANT:

THE STATE OF TEXAS, a sovereign state of
the United States of America, by and through the
Texas Building and Procurement Commission

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT E

NET RENTABLE AREA

Add-on Factor Calculations

02-Feb-96

LEVEL	Gross Area A	Pre-code Area B	Adjusted Gross Area (A-B) C	Vertical Penetration D	Partial Rentable Area (C-D) E	Precode Area Factor (B/E) F	Precode Add (E*F) G	Net Rentable Area (E+G) H
CELLAR 1	1400.38	160.22	1240.16	1240.16	0.00	0.00950	0.00	0.00
CELLAR 2	1119.04	109.54	1009.48	1009.48	0.00	0.00950	0.00	0.00
1	27338.09	1788.83	25549.26	1451.38	14097.88	0.00950	228.82	24326.70
2	30808.50	0.00	30808.50	1432.40	29376.10	0.00950	278.94	29655.04
3	34084.67	0.00	34084.67	1109.23	32975.44	0.00950	313.12	33288.56
4	34084.67	0.00	34084.67	1109.23	32975.44	0.00950	313.12	33288.56
5	34084.67	0.00	34084.67	1109.23	32975.44	0.00950	313.12	33288.56
6	34120.88	0.00	34120.88	1109.23	33011.64	0.00950	313.44	33325.11
7	33797.54	0.00	33797.54	1109.23	32688.31	0.00950	310.39	32998.70
8	33412.54	0.00	33412.54	1109.23	32303.31	0.00950	306.74	32610.04
ROOF 1	1130.16	319.12	811.04	811.04	0.00	0.00950	0.00	0.00
ROOF 2	161.50	0.00	161.50	161.50	0.00	0.00950	0.00	0.00
Totals	265541.64	2377.72	263164.92	12761.36	250403.56	0.00950	2377.72	252781.28

EXHIBIT F

Renewal Option

- A. Tenant shall have and is hereby granted the right (the "Renewal Option") to extend the Term for one (1) additional period of five (5) consecutive years (the "Renewal Period") provided that (i) Tenant gives written notice to Landlord of its election to exercise such renewal option no earlier than (12), and no later than nine (9), months prior the expiration of the Term, (ii) Tenant has not assigned Lease and is then in possession of and occupying ninety percent (90%) of the Premises, (iii) Tenant has not been in default during the Term, and (iv) no default has occurred and is continuing under the Lease at the time of the delivery of the notice referenced in subparagraph (i), above. Time is of the essence with respect to this Exhibit F.
- B. All terms and conditions of the Lease, shall remain in full force and effect during the Renewal Period, except that the Annual Base Rent payable during the Renewal Period shall be ninety-five percent (95%) of the current market rental rate with respect to comparable renewal terms for comparable space in the Project (the "Market Rate") at the time of the commencement of the Renewal Period, with subsequent escalations in the Annual Base Rent thereafter to be determined by market practice with respect to comparable space therein. Landlord and Tenant shall negotiate in good faith to determine the amount of the Annual Base Rent for the Renewal Period for the thirty (30) day period (the "Negotiation Period") after the date of Landlord's receipt of Tenant's written notice of its election to exercise the Renewal Option. In addition, Landlord shall have the right to require a security deposit from Tenant if Landlord determines that Tenant may not be able to undertake and perform all the obligations of Tenant under the Lease through the Renewal Period.
- C. In the event Landlord and Tenant are unable to agree upon the Annual Base Rent for the Renewal Period within the Negotiation Period, then either Landlord or Tenant shall be entitled to elect to proceed with the binding arbitration process set forth below by delivering written notice of such election to the other party within fifteen (15) days after the expiration of the Negotiation Period. If either party timely elects to proceed with binding arbitration, then the Annual Base Rent for the Renewal Period shall be equal to ninety-five (95%) of the Market Rate charged with respect to comparable extension terms of comparable renewal space in the Building determined by binding arbitration in accordance with the following procedures, with subsequent escalations in Annual Base Rent thereafter to be determined by market practice with respect to comparable space therein. Within fifteen (15) days after either party first delivers notice to the other party of its election to proceed to binding arbitration, Landlord and Tenant shall each select a real estate broker (based on the criteria set forth in Paragraph D of this Exhibit F). Within twenty (20) days of their selection, each broker shall make a written determination of the Market Rate for the Renewal Period based upon comparable extension terms for comparable space in the Building. All determinations of the Market Rate shall be in writing. The party appointing each broker shall be obligated, promptly after receipt of the valuation report prepared by

the broker appointed by such party, to deliver a copy of such valuation report to the other party. If the Market Rate determination of the broker designated by Landlord is within five percent (5%) of the Market Rate determination of the broker designated by Tenant, then the Annual Base Rent for the Renewal Period shall be the average of the two Annual Base Rent determinations for the Renewal Period. If the Market Rate determinations of these two brokers vary by more than five percent (5%), then a third broker shall be selected by the initial two brokers within fifteen (15) business days after the initial two valuation reports have been delivered to the parties (the third broker also having the qualifications set forth in Paragraph D, below). If a third broker is appointed, the third broker shall review the valuation reports of the initial two brokers and, based upon base rents charged for comparable extension terms for comparable space in the Building, shall select the one of the initial two valuation reports that reflects such criteria for the Market Rate for the Renewal Period. The third broker shall promptly deliver a report of his determination to each of the parties. The determination of the Market Rate for the Renewal Period pursuant to this Paragraph C shall be final and binding upon Landlord and Tenant. The expenses of each of the first two brokers appointed under this Paragraph C shall be borne by the party appointing such broker. The expenses of the third broker appointed under this Paragraph C shall be paid one-half (1/2) by Landlord and one-half (1/2) by Tenant.

- D. The real estate brokers selected by Landlord and Tenant shall have the following qualifications: (i) must be an independent and licensed real estate broker in the District of Columbia; (ii) must have a minimum of ten (10) years' experience in commercial office leasing in the District of Columbia; (iii) must be an active broker in the District of Columbia and known for commercial office expertise; (iv) must have experience representing both landlords and tenants; (v) in the case of the third broker only, is not then representing either Landlord or Tenant; and (vi) in the case of the third broker only, shall not have been involved in any disputes with Landlord, Tenant or any of the other brokers. In the event that real estate brokers with the qualifications described in this Paragraph D are unavailable, qualified consultants with similar qualifications may be substitutes.
- E. An amendment modifying the Lease to set forth the Annual Base Rent for the Premises during the Renewal Period shall be executed by Landlord and Tenant within ten (10) days of the parties' agreement or, if applicable, within ten (10) days of the determination of the Annual Base Rent by the brokers pursuant to Paragraph C of this Exhibit F. In the event that (i) Tenant and Landlord fail to agree on the Annual Base Rent for the Renewal Period within the Negotiation Period, and neither Landlord nor Tenant timely elects to proceed with binding arbitration, or (ii) any of the conditions set forth in Paragraph A of this Exhibit F are not satisfied, then the Lease shall end on the date then scheduled for its expiration, unless earlier terminated in accordance with the terms thereof.

EXHIBIT G

Intentionally Omitted.

EXHIBIT H

Intentionally Omitted.

EXHIBIT J

Parking

- A. Tenant shall have the option to lease up to a maximum of three (3) unreserved parking spaces at the then prevailing market rate. Tenant must exercise (or forfeit) its parking options within twelve (12) months of the Commencement Date. Parking spaces leased pursuant to this Exhibit J shall be accessible twenty four (24) hours per day, seven (7) days per week, unless prevented by a cause or causes outside Landlord's control. There are two (2) subgrade levels of parking in the Building.
- B. Without prejudice to any decision hereinafter made by Landlord, it is Landlord's intention to operate the garage by management contract renewable on an annual basis.

EXHIBIT K

Janitorial Services

The janitorial services to be performed by Landlord's cleaning contractor shall include, but not necessarily be limited to, those described in this Exhibit K.

- (a) Time of Service. The cleaning services provided in this Exhibit K shall be performed nightly (between 8:00 p.m. to 6:00 a.m.) for each Business Day except for Saturday, and, with respect to Friday, Landlord shall have the option to perform the cleaning services between 8:00 p.m. to 6:00 a.m. either Saturday or Sunday at Landlord's option.
- (b) Supervision. A supervisor shall be assigned to the Buildings both day and night.
- (c) Cleaning Crew. The cleaning contractor's employees shall be instructed to maintain the security of the Premises by working behind locked doors and by opening doors only for members of their cleaning crew who have been assigned to remove rubbish or other like material from the Premises during the nighttime cleaning operation. The cleaning contractor's employees shall wear and display their identification badges when working.
- (d) Porter and Matron Service. A daytime porter and matron will be assigned to the Buildings to replenish toilet tissue, sanitary napkin, paper towel, and soap dispensers with quality grade supplies, and to maintain the General Common Area lavatories and the lavatories located in the Premises in an orderly condition throughout the day.
- (e) Specification for Cleaning of Premises and General Common Areas.
 - (i) **Wastepaper and Ashtrays — Daily:** Wastebaskets and ashtrays shall be emptied daily. Ashtrays shall be wiped clean and polished. Trash generated by normal, daily office routine shall be emptied into trash containers.
 - (ii) **Dusting — Daily – Weekly:** All unobstructed furniture, file cabinets, and horizontal surfaces which can be reached while standing on the floor shall be dusted daily with a chemically treated cloth. Thorough dusting of unobstructed surfaces shall be accomplished weekly.
 - (iii) **Dust Mopping Floors — Daily:** All non-carpeted floors shall be dust mopped daily, with special attention being given to areas under desks and furniture to prevent the accumulation of dust and dirt. Dust mopping shall be done after furniture has been dusted.
 - (iv) **Toilet Rooms — Daily:**
 - (A) All mirrors shall be polished.
 - (B) Hand basins and hardware shall be washed.
 - (C) Urinals and hardware shall be washed.

- (D) Toilet seats shall be washed.
 - (E) Toilet bowls and hardware shall be washed and sanitized.
 - (F) Walls and partitions shall be kept free of handprints, smudges, and dust.
 - (G) Floors shall be damp mopped.
 - (H) Hand soap, towels, tissues, and other expendable items shall be replenished.
 - (I) Toilet bowl brush and bowl cleaner shall be used on toilet bowls, and care shall be given to clean flush holes under rim of bowl and passage trap.
 - (J) Sanitary napkin disposals shall be emptied, cleaned, and disinfected.
- (v) **Stairways and Landings — Daily/Weekly - As Necessary:** All stairways and landings shall be dust mopped daily, or, if carpeted, shall be vacuumed daily. Walls will be spot cleaned as required. Railings, ledges, and equipment shall be dusted daily. Applicable waxing and stripping shall be accomplished as necessary.
 - (vi) **Vacuuming — Daily/Weekly - As Necessary:** All public areas shall be vacuumed daily; private offices shall be vacuumed once a week. All hard-to-get spots and corners shall be cleaned with the necessary tools. Private offices shall be spot cleaned daily and thorough vacuuming accomplished once each week.
 - (vii) **Floor Waxing and Buffing — Daily - As Necessary:** All resilient floors shall be waxed with Underwriters Laboratory approved materials. The frequency of the waxing shall be determined by the amount of wear caused by weather and other conditions. The floors and traffic areas shall be waxed so as to maintain a uniform appearance throughout the Building. All floors shall be buffed monthly.
 - (viii) **Wet Mopping — Daily - As Necessary:** All waxed floors shall be damp mopped, when dirt cannot be swept or dusted, and spots shall be removed daily.
 - (ix) **Stripping and Machine Scrubbing — As Necessary:** This operation shall be accomplished as frequently as necessary, depending on the need to remove dirt-embedded finishes, stains, spillages, and wax build-up.
 - (x) **Water Coolers — Daily:** All water coolers shall be cleaned and polished daily.
 - (xi) **Spot Cleaning — Daily:** Walls, doors, painted surfaces and light switches, shall be kept free from handprints and smudges, which can be removed with a cloth and neutral cleaner. The type of cleaner to be used shall be appropriate for the wall material. Variations in gloss or flat latex painted wall surfaces, resulting from normal cleaning procedures, shall not be the responsibility of the Landlord.

- (xii) **Elevators — Daily:** The interior surfaces, door interiors and exteriors, and fixtures of the elevators and the elevator lobby doors shall be dusted, damp wiped, and polished as necessary. The floors of the elevators shall be vacuumed daily if carpeted or otherwise cleaned daily as appropriate if not carpeted, and shall be spot cleaned as necessary.
- (xiii) **Ash Receptacles — Daily:** Ash receptacles shall be cleaned and sanitized and sand, if any, shall be screened and replaced, all as necessary.
- (xiv) **High Dusting — Quarterly:** Pipes, ledges, door tops, high files, moldings, etc., shall be dusted every three months.
- (xv) **Carpet Spotting — As Necessary** Carpet spotting shall be done as necessary, using accepted commercial methods to remove spots which safely respond to these procedures. Spots that cannot be removed by these methods shall be reported to the Owner/Agent representative.
- (xvi) **Vertical Blinds — Daily:** A sufficient number of vertical blinds shall be dusted daily, so that all blinds shall be dusted every ninety (90) days.
- (xvii) **Lighting Fixtures — Quarterly - Annually:** The exterior of all lighting fixtures shall be damp wiped annually, except that chandeliers and sconces shall be damp wiped quarterly.
- (xviii) **Glass Partitions and Doors Daily/Spot Cleaned as Necessary:** All public glass partitions and doors shall be spot cleaned daily and washed monthly.
- (xix) **Air Conditioning Grilles — Monthly:** All areas around air conditioning and return air grilles shall be cleaned once each month.
- (xx) **Kitchen Areas — Daily:** All kitchen areas, except for coffee pots, dishes, utensils, etc., shall be cleaned daily.
- (xxi) **Metal Surfaces — Daily:** All metal reachable surfaces shall be wiped down daily.
- (xxii) **Chairs — Weekly:** All chairs shall be dusted weekly.
- (xxiii) **Draperies — As Necessary:** All draperies shall be vacuumed as necessary but at least twice a year.
- (xxiv) **Pest Control — As Necessary:** Pest control services shall be rendered as necessary.
- (xxv) Floor 1, including all landscaping, exterior sidewalks, etc., shall be policed and swept and polished as necessary to maintain the Premises and the Buildings in a first-class condition.

EXHIBIT L

Directory Listing and Suite Entry Signage

- A. Landlord shall provide a building directory in the main lobby of the Building and shall provide Tenant with Tenant's proportionate share of lines on such directory.
- B. Landlord, at Landlord's sole cost, initially shall install Building-standard suite entry signage bearing Tenant's name in the Building-standard location adjacent to the main entrance to the Premises. All attributes of the suite entry signage shall be subject to (a) the Building-standard guidelines for such signage; and (b) Landlord's prior approval of same.

EXHIBIT M

Subordination, Attornment And Non-Disturbance Agreement

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT ("Agreement"), made as of this _____ day of _____, 200_, by and between THE STATE OF TEXAS ("Tenant"), APA TEN G LLC, a Delaware limited liability company ("Landlord"), and AMERICAN PSYCHOLOGICAL ASSOCIATION ("Beneficiary").

RECITALS:

- R-1. Landlord and Tenant have executed a certain _____ Lease dated _____, 200_ (as it may have been or may hereafter be amended, hereinafter referred to as the "Lease"), wherein Tenant has agreed to lease all or a portion (hereinafter referred to as the "Premises") of the building known by street address as 750 First Street, N.E., Washington, D.C. and being located in Lot 145 in Square 677 in the District of Columbia.
- R-2. The Premises constitute all or a portion of the land and improvements conveyed under that certain Deed of Trust, Assignment and Security Agreement from Landlord, as grantor, for the benefit of Beneficiary, dated _____ and recorded among the land records of the District of Columbia (as it may have been or may hereafter be extended, renewed, spread, consolidated, replaced or otherwise amended or modified being hereinafter referred to as the "Deed of Trust"). (The promissory note secured by the Deed of Trust, the Deed of Trust itself, and all of the other documents now or hereafter evidencing, governing, securing, or relating to the loan secured by the Deed of Trust are collectively referred to as the "Loan Documents".)
- R-3. Tenant has agreed to recognize the rights of Beneficiary in accordance with the terms and provisions of this Agreement with respect to the Premises and has further certified to and agreed with Beneficiary as to certain matters with respect to the Lease as more particularly set forth herein.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the terms set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Subordination and Attornment.

(a) The Lease is hereby declared by Tenant to be, and hereafter shall continue at all times to be, subject and subordinate in each and every respect to the Deed of Trust and to any future deed of trust or mortgage affecting the Premises held by or made for the benefit of Beneficiary or any loan (or loans) made by any lender, or any subsequent increase, modification, replacement, consolidation, extension or refinancing of any such loan, if a purpose of such loan is to refinance the Note.

(b) Notwithstanding any provision regarding quiet enjoyment or any other terms and conditions contained in the Lease to the contrary, if the interests of Landlord under the Lease shall be transferred by reason of foreclosure or other proceedings (judicial or non-judicial) for enforcement of the Loan Documents, or by a deed in lieu thereof, Tenant shall be bound to the transferee (including, without limitation, Beneficiary), its successors and assigns (herein together called "Purchaser") acquiring said interests pursuant to all of the terms, covenants and conditions of the Lease with the same force and effect as if Purchaser were the original landlord under the Lease. Tenant does hereby attorn to Purchaser, as its landlord, said attornment to be effective and self-operative, without the execution of any further instruments, upon Purchaser succeeding to the interest of Landlord under the Lease.

(c) Notwithstanding certain provisions contained above which state that the attornment and subordination by Tenant to Purchaser are effective and self-operative without the execution of any further instruments, Tenant agrees that, upon request of Purchaser, it will execute such written agreements to evidence and affirm any and all of Tenant's obligations under this Agreement.

2. **Nondisturbance.** Provided that no default has occurred which has continued to exist for such period of time (after notice and cure period, if any, required by the Lease) as would entitle Landlord to terminate the Lease or would cause, without any further action of Landlord, the termination of the Lease or would entitle Landlord to dispossess Tenant thereunder, the Lease shall not be terminated, nor shall Tenant's use, possession or enjoyment of the Premises be interfered with, nor shall the leasehold estate granted by the Lease be affected in any other manner, in any foreclosure or any action or proceeding instituted under or in connection with the Loan Documents. The naming of Tenant solely as a procedural matter in any such foreclosure, action or proceeding shall not be a breach of the foregoing agreement.

3. **Liability of Purchaser.** Purchaser shall not be: (a) liable for any act or omission of any prior landlord (including, but not limited to, any discrepancies, irregularities, theft, commingling or conversion of any and all security deposits or prepaid rents); or (b) subject to any offsets or defenses which Tenant has against any prior landlord; or (c) bound by any rent or additional rent which Tenant might have paid for more than the then current month to any prior landlord; or (d) responsible for any security deposit which is not actually received by Purchaser; or (e) bound by any assignment, subletting, extension, renewal, or termination of the Lease made without Beneficiary's prior written consent unless made in accordance with the terms of the Lease; or (f) bound by any amendment or modification of the Lease made without Beneficiary's prior written consent; or (g) required to make any capital improvement to the Premises or the building in which they are located which Landlord agreed to make but has not completed.

4. **Consent of Beneficiary Required.** The Lease will not be assigned (in whole or in part) without the prior written consent of the Beneficiary. Upon the occurrence and during the continuation of a Default (as defined in the Assignment of Leases, Rents and Profits, dated as of _____, by Landlord in favor of Beneficiary) the Lease will not be: extended, renewed, terminated, assigned (in whole or in part), or sublet, except as may be permitted by the terms of the Lease; or amended or modified, or rendered subordinate to any other lease, mortgage, deed of trust or any other charge against the Premises, without the prior written consent of Beneficiary. Any attempted extension, renewal, termination, assignment, or sublet, except those done in

accordance with the terms of the Lease, and any attempted amendment, modification or subordination, shall be null and void and of no force and effect.

5. Opportunity to Cure. Provided that prior to any default of Landlord, any successors in interest to Beneficiary or Purchaser, (except Beneficiary) ("Successor"), shall have given written notice to tenant of its acquisition of Beneficiary's interest and designated the address to which such notice is to be directed, Tenant agrees to give prompt written notice to such Successor (by either hand delivery or by certified mail, return receipt requested, postage prepaid), addressed _____, or at such other address as _____, of any default of Landlord in the obligations of Landlord under the Lease, if such default is of such a nature as to give Tenant a right to terminate the Lease, or to reduce rent or to credit or offset any amounts against future rents, and of any attempt by Landlord (including any successor or assignee of Landlord) to terminate or render void the Lease. If, within thirty (30) days after receipt of such notice, Successor, at Successor's sole option, commences to cure such default on the part of Landlord, or commences to pursue any other of its remedies under the Loan Documents, and thereafter diligently pursues to completion the curing of such default or said other remedies, Tenant will not so terminate, reduce rent, credit or offset against future rents, consent or acquiesce in the termination of the Lease or surrender the Premises. It is further agreed that such notice and opportunity to cure and pursue said remedies will be given to any and all successors in interest of Beneficiary, provided that prior to any such default of Landlord such successor in interest shall have given written notice to Tenant of its acquisition of Beneficiary's interest and designated the address to which such notice is to be directed.

6. Direct Payment of Rent. Tenant and Landlord agree that upon notification by Beneficiary in writing that, because of a default, rental payments are to be made directly to Beneficiary in accordance with the terms of the Deed of Trust or the other Loan Documents, Tenant will cease making rental payments to Landlord pursuant to the terms of the Lease and will begin making such rental payments directly to Beneficiary. All such rental payments made directly to Beneficiary shall be credited against Tenant's obligations to pay rent under the Lease, and, to the extent Tenant makes such payment to Beneficiary, Tenant shall not thereby be in default under the Lease.

7. No Waiver of Other Loan Documents. Landlord agrees that this Agreement does not constitute a waiver by Beneficiary of any of Beneficiary's rights under the Deed of Trust or other Loan Documents, or in any way release Landlord from any of the terms, conditions, obligations, covenants and agreements of the Deed of Trust or the other Loan Documents.

8. Successors and Assigns. All provisions, covenants and agreements contained in this Agreement shall bind, inure to the benefit of, and equally relate to, Tenant and its successors and assigns, jointly and severally, Landlord and its successors and assigns, jointly and severally, and Beneficiary and its successors and assigns or other holder or holders of the Note, including an endorsee, assignee or pledgee of the Note receiving title thereto by or through Beneficiary, or its successors or assigns.

9. **Controlling Document.** The parties agree that the provisions contained in this Agreement shall govern and control over any inconsistent provision of the Lease and the Loan Documents.

10. **Governing Law.** The terms and provisions of this Agreement shall be construed in accordance with the laws of the District of Columbia without regard to conflicts of laws.

11. **Complete Agreement; Written Amendments.** This Agreement contains the complete and integrated agreement of the parties with respect to the subject matter hereof and all other proposals, offers, discussions, negotiations, correspondence and other agreements with respect to such subject matter are null and void. This Agreement may not be amended except in a written document signed by the party to be bound thereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date first set forth above.

TENANT:

WITNESS/ATTEST:

THE STATE OF TEXAS, a sovereign state of the United States of America, by and through the Texas Building and Procurement Commission

By: _____ (Seal)
Name:
Title:

LANDLORD:

WITNESS/ATTEST:

APA TEN G LLC,
a Delaware limited liability company

By: _____ (Seal)
Name:
Title:

BENEFICIARY:

WITNESS/ATTEST:

AMERICAN PSYCHOLOGICAL ASSOCIATION

By: _____ (Seal)
Name:
Title:

EXHIBIT N

Tenant's Termination Option

- A. Tenant shall have the one-time option to terminate this Lease subject to the terms and conditions set forth in this Exhibit N. Tenant may exercise such option to terminate the Lease by delivering to Landlord, no later than six (6) months prior to the Early Termination Date (hereinafter defined), an irrevocable written notice of termination (the "Early Termination Notice"), time being of the essence. In the event that Tenant timely delivers the Early Termination Notice to Landlord, and provided Tenant is not in default of its obligations hereunder, either at the time it delivers the Early Termination Notice to Landlord or at any time between such date and the Early Termination Date, this Lease shall terminate as of the Early Termination Date, provided that Tenant has fulfilled all of the conditions set forth in Paragraph B, below. As used herein, the term "Early Termination Date" shall mean the date set forth in the Early Termination Notice as the date this Lease shall terminate pursuant to the terms of this Exhibit N; provided, however, that such date shall not occur (i) prior to the last day of the fifth (5th) Lease Year, (ii) less than six (6) months after the date on which Landlord receives the Early Termination notice, and (iii) on any day other than the last day of a calendar month.
- B. In order for the Early Termination Notice to be effective, the Early Termination Notice shall include a certified check payable to Landlord in an amount equal to the then-unamortized costs (as of the Early Termination Date) incurred by Landlord in leasing the Premises (the "Leasing Costs"), including but not limited to all leasing commissions paid by Landlord in connection with the leasing of the Premises, Landlord's Contribution and all legal fees incurred in preparing the Lease (and any subsequent amendments thereto) (collectively, the "Early Termination Payment"). The amortization of the Leasing Costs shall be effected as though the total of such costs was the principal amount of a promissory note, bearing interest at the rate of ten percent (10%) per annum, where the principal (and all interest thereon) shall be repaid in equal monthly installments of principal and interest in such amount as to cause the principal balance to be reduced to zero as of the last day of the Term. The Early Termination Payment shall be in addition to, and not in lieu of, the payments of Rent and all other charges accruing under the Lease through the Early Termination Date. Time shall be of the essence with respect to delivery of the Early Termination Notice and the Early Termination Payment. Notwithstanding the foregoing, in the event that Tenant is in default under the Lease on the date on which Tenant delivers the Early Termination Notice or is in default under the Lease at any time between such date and the Early Termination Date, or if Tenant fails to deliver the Early Termination Payment (time being of the essence), then, at Landlord's sole option, the Early Termination Notice may be deemed by Landlord to be void and of no further force and effect and Landlord, if the Early Termination Notice is deemed invalid, shall return the Early Termination Payment to Tenant. In addition, should Tenant fail to pay the Early Termination Payment, then, at Landlord's sole option, the Early Termination Notice shall be deemed ineffective, and the Lease shall continue in full force and effect for balance of the Term.

- C. If the Lease is terminated pursuant to and in accordance with the provisions of this Exhibit N, then, as of the Early Termination Date, neither Landlord nor Tenant shall have any rights or obligations under the Lease and Landlord shall be free to lease the Premises to any persons or entities for a term beginning on the Early Termination Date; provided that Tenant shall vacate the Premises in accordance with the terms and conditions of Article 27 of the Lease on or before the Early Termination Date; and provided further, however, that Tenant shall remain obligated for any liabilities or obligations under the Lease (including without limitation the obligation to pay Rent and all other amounts payable under the Lease) accruing prior to the Early Termination Date, which obligation shall survive indefinitely the termination of the Lease.
- D. Should Tenant fail to surrender the Premises to Landlord on or before the Early Termination Date, time being of the essence, then, at Landlord's sole option: (i) Landlord shall be entitled to exercise all of the rights and remedies available to Landlord under the Lease upon a default by Tenant hereunder pursuant to Article 21 of the Lease (and such other rights and remedies as may be available to Landlord under the Lease, at law or equity); (ii) Tenant shall be liable to Landlord as a hold-over tenant under the Lease and shall be subject to the terms and conditions of Article 16 of the Lease; and (iii) if Tenant fails to surrender the Premises to Landlord within ten (10) days after notice by Landlord, the Early Termination Notice may be deemed void and of no further force or effect and the Lease shall continue in full force and effect, in which event Landlord shall return the Early Termination Payment to Tenant and all rights of Tenant under this Exhibit N shall immediately lapse and be of no further force or effect.

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