

## CEDAR PARK OFFICE LEASE AGREEMENT

**THIS LEASE AGREEMENT** (this "Lease"), made as of July 7, 2015 by and between **GRI CEDAR PARK, LLC**, a Delaware limited liability company ("Landlord") and Town of Vienna ("Tenant").

### W I T N E S S E T H :

That Landlord does hereby demise and let unto Tenant, Office No. \_\_\_\_\_, containing no. \_\_\_\_\_ (as shown cross-hatched on the site plan attached hereto as Exhibit A) (the "**Premises**") on the second (2nd) floor of building known as Cedar Park Shopping Center (the "**Property**") in the Town of Vienna, Virginia, to be used and occupied for general office purposes in a lawful and respectable manner (the "**Permitted Use**") for the term of 15 months (n/a) years (the "**Lease Term**") commencing on the date (the "**Commencement Date**") Landlord delivers the Premises to Tenant, at the gross rental of August 1, 2015 Dollars (\$15/sf) (the "**Minimum Rent**"), payable in monthly installments of two thousand and eighty one and twenty-five cents Dollars (\$ 2,081.25), in advance, without any set off or previous demand therefore, on the first day of each and every calendar month during the Lease Term. The first monthly installment of Minimum Rent, along with the Security Deposit Amount, shall be paid by Tenant to Landlord on the date this Lease is executed by Tenant.

**IT IS HEREBY MUTUALLY COVENANTED AND AGREED** by and between Landlord and Tenant, and their respective heirs, executors, administrators, successors, and permitted assigns, that the Premises are demised under and subject to these covenants and agreements, all of which are to inure to the benefit of the Landlord and be regarded as strict legal conditions:

1. **Payment of Minimum Rent.**

(a) Tenant will, without any set off or previous demand therefor, pay the Minimum Rent and any other rent or other sums which may become due under this Lease at the time and in the manner herein provided. All monies due from Tenant under this Lease shall be made payable to GRI Cedar Park, LLC, P.O. Box 664001, Dallas, TX 75266-4001, or such other place as Landlord shall determine.

(b) If Tenant fails to make any payment of Minimum Rent or any additional rent or other sum on or before the date such payment is due and payable, then Tenant shall pay to Landlord a late charge of five percent (5%) of the amount of such payment. In addition, such payment and such late fee shall bear interest at the Default Rate (hereinafter defined) from the date such payment or late fee, respectively, became due to the date of payment thereof by Tenant; provided, however, that nothing contained herein shall be construed as permitting Landlord to charge or receive interest in excess of the maximum rate then allowed by law. Such late charge and interest shall constitute additional rent due hereunder.

2. **Use of the Premises.** Tenant shall not use or occupy, nor permit any other party to use or occupy, the Premises for any use or purpose other than for the Permitted Use.

3. **Assignment and Subletting.** Tenant shall not assign, mortgage, or pledge this Lease, nor sublet the Premises, or any part thereof, without obtaining the prior written consent of the Landlord, which consent may be granted or withheld in Landlord's sole and absolute discretion. An assignment within the meaning of this Lease shall include (i) not only any voluntary action of Tenant, but also any levy or sale on execution or other legal process and every assignment for the benefit of creditors, adjudication or sale in bankruptcy or insolvency or under any other compulsory procedure or order of court, and (ii) a sale or transfer of controlling interest in Tenant. But no assignment or sublease shall in any way relieve or release Tenant from liability upon any of the covenants under the terms of this Lease and the responsibility and liability of Tenant hereunder shall continue in full force and effect until the expiration of the Lease Term. No assignment or sublease shall be valid unless (i) such assignment or sublease is approved in writing by Landlord and (ii) assignee or subtenant shall assent to, and agree in writing to be bound by, all of the covenants and conditions contained herein.

4. **Alterations.** No alterations, additions, or improvements to the Premises shall be made without first having the consent in writing of Landlord, which consent may be granted or withheld in Landlord's sole and absolute discretion, and any improvements, additions, or alterations made by Tenant after such consent has been given, and any and all fixtures in the Premises, shall automatically become the property of Landlord and remain in the Premises at the expiration or earlier termination of this Lease, or, at Landlord's option, shall be removed from the Premises by Tenant, at the cost of Tenant, at the expiration or earlier termination of this Lease. Tenant shall not erect, place or cause or allow to be placed, any sign, advertising matter, stands, booths, or show cases in or upon the door-steps, vestibules, outside walls, outside windows or pavements of the Property and/or the common areas of the building in which the Premises are located without the prior written consent of Landlord. Tenant shall not place any safes or heavy equipment in any portion of the Premises without Landlord's prior consent.

5. **Rules and Regulations.** Tenant covenants that the rules and regulations set forth on Exhibit B of this Lease shall be faithfully observed by Tenant, Tenant's employees, all persons visiting the Premises and anyone claiming under Tenant, the right being hereby expressly reserved by Landlord to add to, alter or rescind, from time to time, such rules and regulations, which changes in rules and

regulations shall take effect immediately after notice thereof in writing shall have been served by leaving the same at the Premises.

6. **Damage or Destruction.** If the Premises or the Property are totally or partially damaged or destroyed thereby rendering the Premises totally or partially inaccessible or unusable, Landlord shall diligently restore and repair the Premises and the Property to substantially the same condition they were in prior to such damage; provided, however, that if in Landlord's sole judgment such repairs and restoration cannot be completed within ninety (90) days after the occurrence of such damage or destruction (taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans and issuance of all required governmental permits), then Landlord shall have the right, at its sole option, to terminate this Lease by giving written notice of termination to Tenant within forty-five (45) days after the occurrence of such damage or destruction. If this Lease is terminated pursuant to the preceding sentence, then Minimum Rent and any additional rent payable hereunder shall be apportioned and paid to the date of such damage or destruction. If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete, Tenant shall be required to pay Minimum Rent and any additional rent pursuant to this Lease only for those portions of the Premises that Tenant is able to use while such repair and restoration are being made; provided, however, that if such damage or destruction was caused by the act or omission of Tenant or any invitee, then Tenant shall not be entitled to any such reduction of Minimum Rent and additional rent. If this Lease is not terminated as a result of such damage or destruction, then Landlord shall bear the costs and expenses of such repair and restoration of the Premises and the Property; provided, however, that if such damage or destruction was caused by the act or omission of Tenant or any invitee, then Tenant shall pay to Landlord the amount by which such costs and expenses exceed the insurance proceeds, if any, actually received by Landlord on account of such damage or destruction. Notwithstanding anything above to the contrary, Landlord shall have the right to terminate this Lease in the event (a) Landlord's insurance is insufficient to pay the full cost of such repair and restoration, (b) the holder of any mortgage fails or refuses to make such insurance proceeds available for such repair and restoration, or (c) zoning or other applicable laws or regulations do not permit such repair and restoration.

7. **Landlord's Access to Premises.** Tenant shall and will permit Landlord, Landlord's agents, or employees or any other person or persons authorized by Landlord, to inspect the Premises at any time, and to enter the Premises at any time if Landlord shall so elect in the case of emergency or for making repairs or additions thereto or for making alterations, additions, or repairs to the building of which the Premises are a part. Landlord shall, at Landlord's option, have the right to display a "For Rent" sign in a prominent place on the exterior of the building of which the Premises are a part.

8. **Insurance.**

(a) Throughout the Lease Term, Tenant shall obtain and maintain a policy of:

(1) Broad form commercial general liability insurance written on an occurrence basis and including an endorsement for personal injury. Such commercial general liability insurance policy shall protect its insured against any liability which arises from any occurrence on or about the Premises or which arises from any matter against which Tenant is required to indemnify Landlord hereunder. Such policies shall be in minimum amounts approved by Landlord from time to time, and shall name Landlord, its managing agent and the holder of each mortgage, as additional named insureds thereunder. As of the date hereof, such insurance shall be in the minimum amount of One Million Dollars (\$1,000,000.00) combined single limit per occurrence, Two Million Dollars (\$2,000,000.00) in aggregate

(2) Excess liability insurance on a following form basis excess of the underlying commercial general liability, business automobile liability and employer's liability insurance, with limits of not less than \$2,000,000.00 each occurrence. Such policy shall name Landlord, its managing agent and the holder of each Mortgage, as additional named insureds thereunder.

(3) All risk property insurance insuring one hundred percent (100%) of the full replacement cost of all inventory, fixtures, furnishings, equipment, and other personal property of Tenant installed in and located on the Premises. So long as this Lease shall remain in effect, any and all proceeds of such insurance shall be used only to repair or replace the insured items. Such insurance shall include business interruption coverage on a 100% (12 month) actual loss sustained basis.

(4) Worker's compensation insurance, with a minimum limit as defined by the laws of the jurisdiction in which the Property is located (as the same may be amended from time to time).

(b) Each such policy shall: (i) be issued by a company which is licensed to do business in the jurisdiction in which the Property is located and which shall otherwise be acceptable to Landlord in its reasonable discretion; (ii) contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured may have waived its right of action against any party prior to the occurrence of a loss, and shall provide that the insurer thereunder waives all right of recovery by way of subrogation against Landlord, its partners, agents, employees, and representatives, in connection with any loss or damage covered by such policy; (iii) shall be acceptable in form and content to Landlord; (iv) shall be primary and non-contributory; and (v) contain an endorsement prohibiting cancellation, failure

to renew, reduction of amount of insurance or change in coverage without the insurer's first giving Landlord at least thirty (30) days' prior written notice (by certified or registered mail, return receipt requested) of such proposed action. No such policy shall contain any deductible provision except as otherwise reasonably approved in writing by Landlord. Tenant shall deliver a certificate of such insurance (and, upon request, copies of all required insurance policies, including endorsements and declarations) to Landlord on or before the Commencement Date and at least annually thereafter.

(c) Each party hereto hereby waives any and every right or cause of action for any and all loss of, or damage to, any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible), which loss or damage is covered by fire, extended coverage, "All Risk" or similar policies, maintained by such party or required to be maintained by such party under this Lease. Written notice of the terms of said mutual waivers shall be given to each insurance carrier and said insurance policies shall be properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.

#### 9. **Limitation on Landlord's Liability.**

(a) Landlord, its employees and agents shall not be liable to Tenant, Tenant's employees, agents, invitees, assignees, sub-tenants, contractors, licensees, concessionaires or to any other person or entity for any damage (including indirect and consequential damage), injury, loss, or claim (including claims for the interruption of or loss to the business being conducted in the Premises) based on or arising out of any cause whatsoever (except as otherwise provided in this Section), including but not limited to the following: repair to any portion of the Premises or the Property; interruption in the use of the Premises or any equipment therein; any accident or damage resulting from the use or operation (by Landlord, Tenant or any other person or entity) of the heating, cooling, electrical, sewerage, or plumbing equipment or apparatus; termination of this Lease by reason of the destruction of the Premises or the Property; any fire, robbery, theft, vandalism, mysterious disappearance and/or any other casualty; actions of any other Tenants of the Property or of any other person or entity; and leakage in any part of the Premises or the Property from water, rain, ice or snow that may leak into, or flow from, any part of the Premises or the Property, or from drains, pipes or plumbing fixtures in the Premises or the Property. Any failure or inability to furnish any service required hereunder shall not be considered an eviction, actual or constructive, of Tenant from the Premises and shall not entitle Tenant to terminate this Lease or to an abatement of any rent payable hereunder. If any condition exists which may be the basis of a claim of constructive eviction, then Tenant shall give Landlord written notice thereof and a reasonable opportunity to correct such condition prior to any claim by Tenant that it has been constructively evicted. Any property placed by Tenant or any Invitee in or about the Premises or the Property shall be at the sole risk of Tenant, and Tenant hereby waives any and every right or cause of action against Landlord and its employees and agents for any and all loss of, or damage to, any of Tenant's property (whether or not such loss or damage is caused by the fault or negligence of Landlord or anyone for whom Landlord may be responsible). Notwithstanding the foregoing provisions of this Section, Landlord shall not be released from liability to Tenant for any physical injury to any natural person or damage to personal property caused by the gross negligence or willful misconduct of Landlord or its employees to the extent such injury or damage is not covered by insurance (i) carried by Tenant or such person, or (ii) required by this Lease to be carried by Tenant; provided, however, that Landlord shall never have any liability with respect to claims for the interruption of or loss to the business being conducted in the Premises.

(b) Tenant shall reimburse Landlord for, and shall indemnify, defend upon request and hold Landlord, its employees and agents harmless from and against all costs, damages, claims, liabilities and expenses (including reasonable attorneys' fees), losses and court costs suffered by or claimed against Landlord, directly or indirectly, based on or arising out of, in whole or in part, (i) use and occupancy of the Premises or the business conducted therein, (ii) any act or omission by Tenant or any of its employees, agents or invitees, or (iii) any breach or default in the performance or observance of Tenant's covenants or obligations under this Lease.

(c) If any Landlord hereunder transfers the Property or such Landlord's interest therein, said Landlord shall not be liable to Tenant for any obligations or liabilities based on or arising out of events or conditions occurring on or after the date of such transfer. Within five (5) days after request, Tenant shall attorn to such transferee and execute, acknowledge and deliver any document submitted to Tenant confirming such attornment.

(d) Tenant shall not have the right to set off or deduct any amount allegedly owed to Tenant pursuant to any claim against Landlord from any rent or other sums payable to Landlord. Tenant's sole remedy for recovering upon such claim shall be to institute an independent action against Landlord. If Tenant or any invitee is awarded a money judgment against Landlord, then recourse for satisfaction of such judgment shall be limited to execution against the estate and interest of Landlord in the Property. No other asset of Landlord, any partner, director or officer of Landlord (collectively, "officer") or any other person or entity shall be available to satisfy or subject to such judgment, nor shall any officer or any other person or entity have personal liability for satisfaction of any claim or judgment against Landlord or any officer.

10. **Surrender of Premises and Holdover Rent.** Upon the expiration or earlier termination of this Lease, Tenant shall surrender and yield up the Premises to Landlord in good, broom clean condition, ordinary wear and tear excepted. ~~If Tenant or any assignee, subtenant or licensee of Tenant~~

~~shall not immediately surrender the Premises (or any portion thereof) on the date of the expiration or earlier termination of the Lease Term, then (i) Tenant shall automatically become a tenant at sufferance upon all the terms and conditions contained herein, except as to Lease Term and Minimum Rent, (ii) Tenant shall automatically forfeit all rights to the Security Deposit Amount held by Landlord under this Lease, (iii) Tenant shall pay Landlord for each day Tenant retains possession of the Premises or any part thereof after the expiration or earlier termination of the Lease Term Minimum Rent equal to \$ \_\_\_\_\_ per month, and (iv) Tenant shall pay all direct and consequential damages sustained by Landlord as a result of such holdover. Landlord's acceptance of such rent from Tenant shall not in any manner impair or adversely affect Landlord's other rights and remedies hereunder, including, but not limited to, (i) Landlord's right to evict Tenant from the Premises, and (ii) Landlord's right to recover damages pursuant to this Lease and such other damages as are available to Landlord at law or in equity.~~

11. **Maintenance and Services.**

(a) Landlord shall, at Landlord's expense, provide adequate heating and air conditioning services for the Premises during the normal hours of operation of the office area of the Property which are 8:00 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturday, holidays excepted, or such other hours, if any, as Landlord may determine from time to time. Landlord shall not be obligated to maintain or operate the Property at times other than such normal hours of operation unless special arrangements are made in advance by Tenant.

(b) Landlord shall, at Landlord's expense, provide electricity service to the Premises; provided, however, if Landlord determines, in its reasonable judgment, that Tenant's electricity usage is excessive, Landlord may elect, at Tenant's expense, to arrange for the installation of an electric meter of submeter for the Premises and charge Tenant monthly for the cost of such excessive electricity usage. Landlord shall not be responsible for any interruption of utilities serving the Premises.

(c) Landlord shall, at Landlord's expense, provide janitorial services for the common areas of the second (2nd) floor of the building of which the Premises is a part, which janitorial services shall consist of (i) cleaning the bathrooms in the common areas and (ii) cleaning the hallways and entrance areas of the building. Landlord is not obligated to provide any janitorial or other cleaning services inside the Premises.

(d) Tenant shall give Landlord prompt written notice of any damage to or defects in the water pipes, gas pipes, electric wires, or HVAC system serving the Premises, which damage or defects shall be remedied by Landlord at Landlord's expense; provided, however, the cost of remedying such damage or defects shall be borne by Tenant if Tenant or any of its employees, agents or invitees caused such damage or defects to occur.

(e) Landlord shall cause the Premises to comply with all laws, ordinances, regulations and directives of any governmental authority having jurisdiction over the Property to the extent same are required generally and are not related to any specific use of the Premises or any fixtures or equipment installed by Tenant in the Premises.

(f) Tenant, at its own expense, shall arrange with the appropriate utility companies for the provision of telephone service and any cabling for internet or other computerized access to the Premises. Tenant shall pay to the appropriate utility companies all charges for such utilities consumed in the Premises as and when such charges become due and payable.

12. **Default.**

(a) If the Tenant:

(1) Does not pay in full when due any and all installments of Minimum Rent or any other charge or payment herein included as rent or any other charges or taxes, expenses, or costs herein agreed to be paid by the Tenant and such failure continues for a period of five (5) days; or

(2) Violates or fails to perform any covenant or promise herein contained, other than those covenants or promises described in Section 12(a)(1) above, and such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; or

(3) Vacates or abandons the Premises or removes or attempts to remove Tenant's goods or property therefrom without having first paid and satisfied the Landlord in full for all Minimum Rent and other charges that may thereafter become due until the full end and expiration of the Lease Term; or

(4) Becomes insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Tenant and such petition is not dismissed within thirty (30) days of the filing date, or a bill in equity or other proceeding for the appointment of a receiver for the Tenant, or if the real or personal property of the Tenant shall be sold or levied upon by any Sheriff, Marshal, or Constable;

then the Landlord may, at Landlord's sole option, exercise any or all of the following remedies:

(i) The whole balance of Minimum Rent and other charges, payments, taxes, costs and expenses herein agreed to be paid by the Tenant through the remainder of the Lease Term shall be accelerated and deemed immediately due and payable by Tenant hereunder and Landlord may immediately proceed to distrain, collect or bring action for such balance as being rent in arrears; or

(ii) This Lease shall, at the option of the Landlord and upon at least five (5) days' prior written notice from Landlord, terminate and become absolutely void and without any right on the part of the Tenant to save the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken, and upon such termination this Lease and the Lease Term, as well as all of the right, title and interest of the Tenant hereunder, shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to Tenant=s liability) as if the termination date fixed in Landlord=s termination notice were the date specified for expiration of the Lease Term; or

(iii) Landlord may at any time re-enter and repossess the Premises and attempt to relet the Premises for the account of Tenant for and upon such terms and to such persons, firms or corporations and for such period or periods as Landlord, in its sole discretion, shall determine. Landlord shall not be required to accept any tenant offered by Tenant; or observe any instruction given by Tenant about such reletting; or do any act or exercise any care or diligence with respect to such reletting or the mitigation of damages. Any sums collected by Landlord from any new tenant obtained on account of the Tenant shall be credited against the balance of the Minimum Rent, additional rent and other charges due hereunder as aforesaid; or

~~(iv) — Landlord may, without notice or demand, enter the same, breaking open locked doors, if necessary, to effect entrance, without liability to action for prosecution or damages for such entry or for the manner thereof, for the purpose of distraining or levying and for other purposes, and to take possession of and sell such goods and chattels, at auction, and pay the Landlord out of the proceeds all Minimum Rent and additional rent and other charges due hereunder, together with all officers= commissions, including storage costs and watchmen=s wages, and all legal fees and other costs or fees incurred by Landlord in connection with Landlord enforcing its rights and/or exercising its remedies under this Lease; and the Tenant hereby releases and discharges the Landlord and his agents from all claims, actions, suits, damages and penalties, for or by reason or on account of any entry, distraint, levy, appraisement or sale.~~

(b) No termination of this Lease nor taking or recovering possession of the Premises shall deprive Landlord of any remedies or action against Tenant for rent or for damages for the breach or any covenant herein contained, nor shall the bringing of any such action for rent or breach of covenant, nor the resort to any other remedy herein provided for the recovery of rent or damages of such breach, be construed as a waiver of the right to insist upon the forfeiture and to obtain possession in the manner herein provided.

~~(c) — All goods in the Premises or elsewhere, either before or after removal, shall be liable to distress or may be taken in execution for rent or other charges herein reserved as rent, and said Tenant expressly waives the benefit of all laws now made or which may hereafter be made, providing for an inventory or appraisement of any goods which may be levied upon under this Lease; and further, hereby expressly waives the benefit of all laws now made or that may hereafter be made, regarding any limitation in which distress is to be made after removal of goods, and further relieves the Landlord of the obligation of proving or identifying such goods.~~

(d) Tenant waives in favor of Landlord all of Tenant=s rights, under any act or statute of the Commonwealth of Virginia, to notice of exemption of goods, to appraisement, and to condemnation as well as the right of appeal from, or writ of error or certiorari to any judgment, order, or decree that may be entered against Tenant by any court or magistrate for rent, damages, possession, or otherwise; and does further expressly waive the benefit of any and all stay of execution or exemption laws of the Commonwealth of Virginia or of the United States.

(e) If Tenant fails to make any payment to any third party or to do any act herein required to be made or done by Tenant, then Landlord may, but shall not be required to, make such payment or do such act. The taking of such action by Landlord shall not be considered a cure of such default by Tenant or prevent Landlord from pursuing any remedy it is otherwise entitled to in connection with such default. If Landlord elects to make such payment or do such act, then all expenses incurred by Landlord, plus interest thereon at a rate (the "**Default Rate**") equal to the greater of eighteen percent (18%) per annum or the rate per annum which is five (5) whole percentage points higher than the prime rate published in The Wall Street Journal, from the date incurred by Landlord to the date of payment thereof by Tenant, shall constitute additional rent due hereunder; provided, however, that nothing contained herein shall be construed as permitting Landlord to charge or receive interest in excess of the maximum rate then allowed by law.

(f) All rights and remedies of Landlord set forth in this Lease are cumulative and in addition to all other rights and remedies available to Landlord at law or in equity (including, without limitation, specific performance of Tenant's obligations hereunder). The exercise by Landlord of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or

remedy. No delay or failure by Landlord to exercise or enforce any of Landlord's rights or remedies or Tenant's obligations shall constitute a waiver of any such rights, remedies or obligations. Landlord shall not be deemed to have waived any default by Tenant unless such waiver expressly is set forth in a written instrument signed by Landlord. If Landlord waives in writing any default by Tenant, such waiver shall not be construed as a waiver of any covenant, condition or agreement set forth in this Lease except as to the specific circumstances described in such written waiver.

13. **Security Deposit.** ~~Simultaneously with Tenant's execution of this Lease, Tenant shall deposit with Landlord an amount equal to \$ 0 ("Security Deposit Amount") as a security deposit. Landlord shall not be required to maintain such deposit in a separate account. Except as may be required by law, Tenant shall not be entitled to interest on such Security Deposit Amount. Such Security Deposit Amount shall be security for the performance by Tenant of all of Tenant's obligations, covenants, conditions and agreements under this Lease. Within approximately thirty (30) days after the later of (a) the expiration or earlier termination of the Lease Term, or (b) Tenant's vacating the Premises, Landlord shall return such Security Deposit Amount to Tenant, less such portion thereof as Landlord shall have appropriated to satisfy any default under this Lease by Tenant. If there shall be any default under this Lease by Tenant, then Landlord shall have the right, but shall not be obligated, to use, apply or retain all or any portion of the Security Deposit Amount for the payment of any (i) rent or any other sum as to which Tenant is in default, or (ii) amount Landlord may spend or become obligated to spend, or for the compensation of Landlord for any losses incurred, by reason of Tenant's default, including, but not limited to, any damage or deficiency arising in connection with the reletting of the Premises. If any portion of the Security Deposit Amount is so used or applied, then within three (3) business days after written notice to Tenant of such use or application, Tenant shall deposit with Landlord cash in an amount sufficient to restore the Security Deposit Amount to its original amount, and Tenant's failure to do so shall constitute a default under this Lease. If Landlord transfers the Security Deposit Amount to any purchaser or transferee of Landlord's interest in the Property, then Tenant shall look only to such purchaser or transferee for the return of the Security Deposit Amount, and Landlord shall be released from all liability to Tenant for the return of such Security Deposit Amount. Tenant acknowledges that the holder of any mortgage shall not be liable for the return of any Security Deposit Amount made by Tenant hereunder unless such holder actually receives such Security Deposit Amount.~~

14. **Hazardous Materials.** Tenant shall not cause any Hazardous Materials to be generated, used, stored or disposed of in or about the Property. Hazardous Materials shall mean (a) "hazardous wastes", as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, (b) "hazardous substances", as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, (c) "toxic substances", as defined by the Toxic Substances Control Act, as amended from time to time, (d) "hazardous materials", as defined by the Hazardous Materials Transportation Act, as amended from time to time, (e) oil or other petroleum products, and (f) any substance whose presence could be detrimental to the Property or hazardous to health or the environment. Notwithstanding the termination of this Lease, Tenant shall indemnify and hold Landlord harmless from and against any damage, injury, loss, liability, charge, demand or claim based on or arising out of the presence or removal of, or failure to remove, Hazardous Materials generated, used, stored or disposed of by Tenant or any of its employees, agents or invitees in or about the Property, whether before or after the Commencement Date.

15. **Condemnation.**

(a) If the whole or a substantial part (as hereinafter defined) of the Premises, or the use or occupancy of the Premises, shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale thereof under threat of such a taking), then this Lease shall terminate on the date title thereto vests in such governmental or quasi governmental authority, and all rent payable hereunder shall be apportioned as of such date. If less than a substantial part of the Premises, or if the use or occupancy of less than a substantial part of the Premises, is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale thereof under threat of such a taking), then this Lease shall continue in full force and effect as to the portion of the Premises not so taken or condemned, except that as of the date title vests in the governmental or quasi-governmental authority Tenant shall not be required to pay Minimum Rent and additional rent, if any, with respect to the portion of the Premises taken or condemned. For purposes of this Section, a substantial part of the Premises shall be considered to have been taken if more than one-third (1/3) of the rentable area of the Premises is rendered unusable as a result of such condemnation.

(b) All awards, damages and other compensation paid by the condemning authority on account of such taking or condemnation (or sale under threat of such a taking) shall belong to Landlord, and Tenant hereby assigns to Landlord all rights to such awards, damages and compensation. Tenant agrees not to make any claim against Landlord or the condemning authority for any portion of such award or compensation attributable to damages to the Premises, the value of the unexpired Lease Term, the loss of profits or goodwill, leasehold improvements or severance damages. Nothing contained herein, however, shall prevent Tenant from pursuing a separate claim against the condemning authority for relocation expenses and the value of furnishings, equipment and trade fixtures installed in the Premises at Tenant's expense and which Tenant is entitled to remove under this Lease at the expiration or earlier termination of the Lease Term, provided that such claim shall in no way diminish the award or compensation payable to or recoverable by Landlord in connection with such taking or condemnation.

16. **Notices.** All notices or other communications required hereunder shall be in writing and shall be deemed duly given when delivered in person (with receipt therefor), or when sent by certified or registered mail, return receipt requested, postage prepaid, by overnight courier or by telecopier, to Landlord, c/o First Washington Realty, Inc., 4350 East-West Highway, Suite 400, Bethesda, Maryland 20814, Attn: General Counsel, or to Tenant at \_\_\_\_\_, provided that after the Commencement Date, all notices to Tenant may, at Landlord's option, be sent to the Premises. All notices from Landlord may be given by Landlord or any authorized agent of Landlord. Either party may change its address for the giving of notices by notice given in accordance with this Section. If Landlord or the holder of any mortgage notifies Tenant that a copy of each notice to Landlord shall be sent to such holder at a specified address, then no notice to Landlord shall be considered duly given unless such copy is simultaneously given in accordance with this Paragraph to such holder.

17. **Relocation.** Landlord hereby reserves to itself and its successors and assigns the right to relocate Tenant to other premises within the Property upon thirty (30) days prior written notice to Tenant, in which case Tenant will cooperate with Landlord in completing such relocation and Landlord will arrange and pay for the reasonable costs incurred by Tenant in relocating Tenant's trade fixtures, inventory and other personal property to the new premises, provided that the Minimum Rent per square foot payable by Tenant for the new premises shall equal the Minimum Rent per square foot otherwise payable by Tenant for the Premises for the remainder of the Lease Term.

18. **Renovation.** Landlord and Tenant hereby acknowledge and agree that Landlord may (but shall not be obligated to) elect to renovate the Property during the Lease Term. If such a renovation occurs, Tenant acknowledges and agrees that there may be some temporary interruption and/or interference with Tenant's business at the Premises; provided, however, Landlord shall use its reasonable efforts to minimize any such interruption and/or interference.

19. **Condition of Premises.** Landlord will deliver, and Tenant agrees to accept, the Premises in their present "AS IS" condition. Tenant, at its own cost, will be responsible for all improvements to the Premises, including without limitation, ceiling, wall, floor and window coverings, lighting, fixtures, and other equipment in the Premises and all permits, licenses, tap fees or other charges imposed by any governmental authority in connection with any and all improvements to the Premises or the conduct of Tenant's business therein. The taking of possession of the Premises by Tenant shall constitute an acknowledgment by Tenant that the Premises are in good condition and that all work and materials provided by Landlord are satisfactory.

20. **General Provisions.**

(a) Tenant acknowledges that neither Landlord nor any broker, agent or employee of Landlord has made any representations or promises with respect to the Premises or the Property except as herein expressly set forth, and no rights, privileges, easements or licenses are being acquired by Tenant except as herein expressly set forth.

(b) Nothing contained in this Lease shall be construed as creating any relationship between Landlord and Tenant other than that of landlord and tenant.

(c) Landlord and Tenant each warrants to the other that it has not employed or dealt with any broker, agent or finder, other than First Washington Realty, Inc. in connection with this Lease. Tenant shall indemnify and hold Landlord harmless from and against any claim or claims for brokerage or other commissions asserted by any broker, agent or finder employed by Tenant or with whom Tenant has dealt, other than First Washington Realty, Inc.

(d) From time to time, upon not less than ten (10) days' prior written notice, Tenant and each subtenant, assignee, licensee, concessionaire or occupant of Tenant shall execute, acknowledge before a notary public, and deliver to Landlord and/or any other person or entity designated by Landlord, a written statement certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications); (ii) the dates to which the rent and any other charges hereunder have been paid by Tenant; (iii) whether or not, to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and if so, specifying the nature of such default; (iv) the address to which notices to Tenant are to be sent; (v) that this Lease is subject and subordinate to all mortgages encumbering the Property; (vi) that Tenant has accepted the Premises and that all work therein has been completed by Landlord (or if such work has not been completed, specifying the incomplete work); (vii) the Commencement Date and the date the initial term of this Lease will expire; (viii) that, in the event of any default by Landlord under this Lease, Tenant shall give any holder or prospective holder of any mortgage written notice of such fact and at least thirty (30) days after receipt of such notice in which to cure such default; and (ix) such other matters as Landlord may request. Any such statement delivered by Tenant may be relied upon by any owner of the Property, any prospective purchaser of the Property, any holder or prospective holder of a mortgage, any prospective assignee of such holder or any other person or entity.

(e) **WAIVER.** TENANT HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH

ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE, AND TENANT ACKNOWLEDGES (I) THAT NEITHER LANDLORD, NOR ANY PERSON ACTING ON BEHALF OF LANDLORD, HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OR IN ANY WAY MODIFY ITS EFFECT, AND (II) THAT EACH HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION.

(f) Tenant hereby consents to service of process and any pleading relating to any such action, proceeding, claim or counterclaim at the Premises; provided, however, that nothing herein shall be construed as requiring such service at the Premises. Landlord and Tenant each waive any objection to the venue of any action filed by either party in any court situated in the jurisdiction in which the Property is located, and each party further waives any right, claim or power, under the doctrine of forum non conveniens or otherwise, to transfer any such action filed by any party in any such court to any other court.

(g) Each provision of this Lease shall be valid and enforced to the fullest extent permitted by law. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision most substantively similar to such invalid or unenforceable provision, and the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

(h) The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, successors and assigns, subject to the provisions hereof restricting assignment or subletting by Tenant.

(i) This Lease contains and embodies the entire agreement of the parties hereto and supersedes all prior agreements, negotiations, letters of intent, proposals, representations, warranties, understandings and discussions between the parties hereto. Any representation, inducement, warranty, understanding or agreement that is not contained in this Lease shall not be of any force or effect. This Lease may not be modified or changed in whole or in part in any manner other than by an instrument in writing duly signed by both parties hereto.

(j) This Lease shall be governed by, and construed in accordance with, the laws of the jurisdiction in which the Property is located.

(k) The submission of an unsigned copy of this document to Tenant shall not constitute an offer or option to lease the Premises. This Lease shall become effective and binding only upon execution by both Landlord and Tenant.

(l) Time is of the essence with respect to each of Tenant's obligations under this Lease.

(m) This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

(n) This Lease shall not be recorded, except that upon the request of Landlord, Tenant shall execute, in recordable form, a short-form memorandum of this Lease. Such memorandum may be recorded at Landlord's expense in the land records of the jurisdiction in which the Property is located.

(o) Within ten (10) days after Landlord's written demand therefor, Tenant shall reimburse Landlord for any and all legal fees and other costs or expenses incurred by Landlord in collecting Minimum Rent or otherwise enforcing its rights and/or exercising its remedies under this Lease, whether or not a suit is instituted.

(p) Any liability of Tenant to Landlord existing hereunder as of the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.

(q) If Landlord is in any way delayed, interrupted or prevented from performing any of its obligations under this Lease, and such delay, interruption or prevention is due to fire, act of God, governmental act or failure to act, strike, labor dispute, inability to procure materials, or any cause beyond Landlord's reasonable control (whether similar or dissimilar), then the time for performance of the affected obligation(s) by Landlord shall be excused for the period of the delay and extended for a period equivalent to the period of such delay, interruption or prevention.

(r) At the expiration or earlier termination of the Lease Term, Tenant shall deliver to Landlord all keys to the Property or the Premises, whether such keys were furnished by Landlord or otherwise procured by Tenant, and shall inform Landlord of the combination of each lock, safe and vault, if any, in the Premises.

~~(s) Tenant shall not disclose the terms of this Lease to any third person without Landlord's prior written consent.~~

(t) The person executing and delivering this Lease on Tenant's behalf warrants that he is duly authorized to so act.

(u) Subordination. This Lease is subject and subordinate to the lien, provisions, operation and effect of all mortgages, deeds of trust, ground leases or other security instruments which may now or hereafter encumber the Property (collectively, "Mortgages"), to all funds and all indebtedness intended to be secured by such Mortgages, and to all and any renewals, extensions, modifications, recastings or refinancings thereof. In confirmation of the foregoing subordination, Tenant shall, at Landlord's request, promptly execute any requisite or appropriate certificate or other document. The holder of any Mortgage to which this Lease is subordinate shall have the right at any time to declare this Lease to be superior to the lien, provisions, operation and effect of such Mortgage, and Tenant agrees to execute all documents required by such holder in confirmation thereof.

(v) Prohibited Persons and Transactions. Tenant represents and warrants that neither Tenant nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not transfer this Lease to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease the day and year first above written.

LANDLORD:

GRI CEDAR PARK, LLC,  
a Delaware limited liability company

By: Global Retail Investors, LLC,  
a Delaware limited liability company  
Its sole member

By: First Washington Realty, Inc.,  
a Maryland corporation  
Its authorized agent

By: \_\_\_\_\_ [SEAL]  
James G. Pounds  
Executive Vice President

WITNESS :

\_\_\_\_\_

TENANT:

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_ [SEAL]  
Name:  
Title:

\_\_\_\_\_

EXHIBIT A

PLAN SHOWING PREMISES

## EXHIBIT B

### Rules and Regulations Covering Office Space at Cedar Park Shopping Center

The following rules and regulations have been formulated for the safety and well-being of all tenants of the Property. Strict adherence to these rules and regulations is necessary to guarantee that every tenant will enjoy a safe and undisturbed occupancy of its premises. Any violation of these rules and regulations by Tenant shall constitute a default by Tenant under the Lease. Unless the context otherwise requires, the terms used in this Exhibit that are defined in the Lease shall have the same meanings as provided in the Lease.

Landlord may, upon request of any tenant, waive the compliance by such tenant of any of the rules and regulations, provided that (i) no waiver shall be effective unless signed by Landlord or Landlord's authorized agent, (ii) any such waiver shall not relieve such tenant from the obligation to comply with such rule or regulation in the future unless otherwise agreed to by Landlord, (iii) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with these rules and regulations, and (iv) any such waiver by Landlord shall not relieve Tenant from any liability to Landlord for any loss or damage occasioned as a result of Tenant's failure to comply with any rule or regulation.

1. Throughout the Lease Term, Tenant covenants and agrees to:

(a) keep the Premises (including without limitation the interior and exterior portions of all windows, doors and all other glass) in a neat, clean and sanitary condition (including, subject to any necessary approvals of Landlord and the other requirements of this Lease, all painting and decorating necessary to maintain a clean and slightly appearance), free from litter, food, grease, oil or other stains, , vermin and escaping offensive odors;

(b) not use any equipment, machinery or advertising medium which may be heard outside the Premises;

(c) not use the plumbing facilities for any purpose other than that for which they were constructed;

(d) heat and air condition the Premises without drawing from the systems heating and air conditioning other premises or the common or public areas of the Property;

(e) not use or permit the use of any portion of the Premises as sleeping apartments, lodging rooms or for any unlawful purpose or purposes;

(f) not solicit business in the common or public areas of the Property, nor distribute or display any handbills or other advertising matters or devices in such common or public areas;

(g) conduct its business in all respects (including the sale, distribution, display or offering for sale of any item) in a dignified manner in accordance with store operations consistent with the quality and operation of the Property, as determined by Landlord;

(h) not receive or ship articles of any kind outside the designated loading area for the Premises or other than during the designated loading times;

(i) keep any garbage, trash, rubbish or other refuse in rat-proof containers within the interior of the Premises; deposit daily such garbage, trash, rubbish and refuse in receptacles designated by Landlord; enclose and/or shield such receptacles in a manner approved by Landlord; and regularly inspect the sidewalks and other areas adjacent to the Premises and remove all garbage, trash and rubbish therefrom;

(j) not employ any of Landlord's or its management agent's employees for any purpose whatsoever, or request such employees to do anything outside of their regular duties, without Landlord's prior written consent;

(k) not obstruct or encumber any sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, halls or any other part of the Property;

(l) not permit any awnings, signs, placards and the like, or any projections of any kind whatsoever to be attached to the outside walls of the Premises or affixed to the windows thereof without the prior written consent of Landlord;

(m) not permit any drapes, blinds, shades or screens to be attached to, hung in or used in connection with any window or door relating to the Premises, without the prior written consent of Landlord;

(n) not permit any showcases, mats or other articles to be placed or allowed to remain in front, in the proximity of or affixed to any part of the exterior of the Premises;

(o) not permit or encourage any loitering, canvassing, soliciting, peddling or demonstrating in or about the Premises;

(p) not use or go upon the roof of the Premises or the Property, without Landlord's prior written consent;

(q) not install burglar bars in or to the Premises without Landlord's prior approval;

(r) If more than two keys for any door or lock shall be desired by Tenant, the additional number must be paid for by the Tenant; and Tenant must, upon expiration or early termination of the Lease, surrender to Landlord all keys of the Premises;

(s) not install or permit the installation of any wiring for any purpose on the exterior of the Premises; and

(t) No pets shall be kept in or about the Premises or permitted therein.

(u) No article shall be fastened to or holes drilled or nails or screws driven into walls or partitions, nor shall the walls or partitions be painted, papered or otherwise covered or in any way marked or broken, nor shall any attachment be made to the electric-lighting wires of the building for storing of electricity, or for the running of electric fans or motors or other purposes, nor will machinery of any kind (other than personal computers, standard copy machines and other typical office equipment) be allowed to be operated in the Premises, nor shall Tenant use any method of heating other than that provided by Landlord, without the prior written consent of Landlord. If Tenant desires to put in telephone or call boxes, it will notify Landlord, who will designate where such boxes shall be placed. No mechanics shall be allowed in or about the building other than those employed by the building management without the prior written consent of Landlord

2. Tenant acknowledges that it is Landlord's intention that the Property be operated in a manner which is consistent with the highest standards of cleanliness, decency and morals in the community which it serves. Toward that end, Tenant shall not sell, distribute, display or offer for sale any item or service which, in Landlord's judgment, is inconsistent with the quality of operation of the Property or may tend to impose or detract from the moral character or image of the Property.

3. Landlord may, from time to time, designate portions of the parking areas for use by Tenant, its employees, agents, customers and guests so as to effectively and efficiently allocate the parking spaces among all users of the Property. Tenant, its employees, agents, customers and guests shall use only those portions of the parking areas so designated by Landlord. Tenant shall submit to Landlord a list of Tenant's employees and the license number of any vehicle of Tenant or Tenant's employees within five (5) days after Landlord's request therefor, and shall thereafter submit to Landlord written notices updating the information provided within five (5) days of any change thereto. Landlord shall have the right to tow at Tenant's expense any vehicle parked in violation of such parking restriction.

4. Tenant shall comply with all mandatory energy conservation controls and requirements applicable to the Property that are imposed or instituted by the federal, state, or county governments, including, without limitation, controls on the permitted range of temperature settings. Compliance with such controls or requirements shall not be considered an eviction, actual or constructive, of the Tenant from the Premises and shall not entitle Tenant to an abatement of any rent payable hereunder.

5. Tenant shall not place on any floor a load exceeding the floor load per square foot which such floor was designed to carry. Landlord shall have the right to prescribe the weight and position of safes and other heavy equipment and fixtures, which, if considered necessary by Landlord, shall be installed in such manner as Landlord directs in order to distribute their weight adequately. Landlord shall have the right at Tenant's expense to repair any and all damage or injury to the Premises or the Property caused by moving the property of Tenant into or out of the Premises, or due to the same being in or upon the Premises, or to require Tenant to do the same. No furniture, equipment or other bulky matter of any description will be received into the Property except as approved by Landlord, and all such furniture, equipment and other bulky matter shall be delivered only through the designated delivery entrance of the Property. Tenant agrees to remove promptly from the sidewalks adjacent to the Property any of Tenant's furniture, equipment or other material there delivered or deposited.

6. Tenant shall not install or operate in the Premises any electrically operated equipment or machinery that operates on greater than 110 volt power or operates on 110 volt power but requires a dedicated circuit without first obtaining the prior written consent of Landlord, who may condition such consent upon the payment by Tenant of additional rent in compensation for the cost of any additional wiring or apparatus that may be occasioned by the operation of such equipment or machinery. Tenant shall not install any equipment of any type or nature that will or may necessitate any changes, replacements or additions to, or in the use of, the water system, heating system, plumbing system, air-conditioning system or electrical system of the Premises or the Property, without first obtaining the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Machines and equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Property or to any space therein to such a degree as to be objectionable to Landlord or to any tenant in the Property shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to reduce such noise and vibration to a level satisfactory to Landlord.

7. A directory in a conspicuous place on the first floor will be provided by Landlord, on which the names of Tenant will be placed by Landlord at its discretion.