



# COMPETITION REALTY GENERAL COMMERCIAL LEASE

1 THIS DEED of LEASE [hereinafter - Lease], Made this \_\_\_\_\_ day of \_\_\_\_\_, by and between  
 2  
 3 \_\_\_\_\_  
 4 (herein called "Landlord"), Competition Realty LLC (herein called the Broker, agent, Landlord's agent(s), Broker/Agent) and  
 5 \_\_\_\_\_  
 6 \_\_\_\_\_  
 7 individually, personally, and guarantor; AND  
 8 \_\_\_\_\_  
 9 \_\_\_\_\_  
 10 individually, personally, and guarantor; (herein called "Tenant"); Tenant shall include, for the purposes of this lease, the Tenant, its officers, partners, employees, agents,  
 11 representatives, associates, guarantor(s) or any one acting in concert with the Tenant.  
 12

### WITNESSETH:

13  
 14 1.A. PREMISES. Landlord leases and demises to Tenant and Tenant takes and leases from Landlord the following storeroom (herein called "demised premises")  
 15 \_\_\_\_\_  
 16 \_\_\_\_\_

City	Virginia	Zip Code
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17  
 18 more particularly shown and labeled as on that certain drawing attached as Exhibit A hereto, and by this reference made a part hereof and all of the improvements therein  
 19 contained (herein called the "Premises" or the "Building"). For the purposes of this Lease, the demised premises that the rent reserved hereunder pays for shall mean and  
 20 be limited to the land upon which the Building is located (the "Land") - further for the purposes of this lease, the tenant's duty to make repairs, replacements and renewals  
 21 to the premises [as herein provided] shall be extend to include the common areas, driveways, parking areas, area of ingress or egress and all other common element areas  
 22 whether or not they are described herein or the tenant elects to use them.  
 23  
 24

25 1.B-1. Withstanding the other provision of this lease the term "Common Areas" shall be limited to those areas, improvements, space, equipment and special services, parking  
 26 areas, access roads, driveways, entrances and exits, retaining walls, landscaped areas, truck service ways or tunnels, loading docks, pedestrian malls, courts, stairs, ramps  
 27 and sidewalks, exterior stairs, comfort and first aid stations, washrooms and parcel pickup stations, on-site signs identifying or advertising the demised premises and  
 28 maintenance buildings herein described as such or designated and labeled as such on that certain drawing attached as Exhibit A hereto. Use of said Common Areas is  
 29 limited to the terms of this lease and the landlord's rules and regulations or as shown on Exhibit A.  
 30

31 1.B-1.a. All Common Areas not within the Leased Premises, which Tenant may be permitted to use and occupy, are to be used and occupied under an at-will-revocable  
 32 license, and if the amount of the Common Areas be diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution  
 33 or abatement of rent, except as otherwise provided elsewhere herein, nor shall such diminution of the Common Areas be deemed constructive or actual eviction.  
 34

35 1.B-2. Withstanding the other provision of this lease the Landlord reserves the right to change the number and location of buildings, building dimensions, the number of  
 36 floors in any of the buildings, store dimensions, Common Areas, the identity and type of other stores and tenancies, provided only that the size of the Leased Premises (as  
 37 hereinafter given), reasonable access to the Leased Premises and the parking facilities to be provided shall not be materially impaired.  
 38

39 1.B-2.a. The Landlord reserves to itself, however, the use of the roof, exterior walls and the area above and below the demised premises together with the right to install,  
 40 maintain, use, repair, and replace pipes, ducts, conduits, wires and structural elements leading through the demised premises and which serves other tenants not in the  
 41 demised premises - said reservation does not obligate the Landlord to make any repairs or replacements nor change the tenant's obligations to preform maintenance or make  
 42 repairs as provide for under the provisions of this lease.  
 43

44 1.B-3. In consideration of the Tenant's covenants made herein more specially (i) the Tenants agreements herein that provide that the Tenant is not to act without the  
 45 Landlord's written approval on particular occasions (ii) and/or the tenant to (i) pay all sums due and (ii) preform all services and/or duties due the landlord timely as herein  
 46 stated - when due as herein provided, not committing nor permitting subtraction(s) to the tenant's, duties, services, obligations and/or conditions agreed to or provided  
 47 for herein and that the tenant will not commit nor permit subtraction(s) from the herein designated terms, duties, services, obligations and/or conditions agreed to or  
 48 provided for herein and as provided (a) at common law, (b) by the code of Virginia, (c) herein, (d) the landlord's rules and regulations - as provided for herein, (iii) and/or  
 49 the tenant not causing nor permitting waste to the premises, this lease (iv) and/or the lease it not being terminated prior to the end of its natural term, or any extensions  
 50 thereof (for any reason whatsoever by the tenant) (v) and the tenant not owning, managing, leasing space or buying and/or having a financial interest in real estate and/or  
 51 operating a like business within five miles of the leased property within the rental term [time] as herein provided nor that the tenant, within a two year period following  
 52 the expiration of this lease - of its natural term, or any extensions thereof, the tenant not leasing space or buying real estate and/or operating a like business within seven  
 53 miles of the leased property, it is hereby mutually agreed that a special discounted term rental (rent relief) is being given to the Tenant (should this lease be terminated  
 54 prior to its natural term or any extensions thereof, and/or any of it provisions violated by the tenant all prior rent relief shall thereupon become immediately owing and due).  
 55 This discounted term rental is \$ \_\_\_\_\_ .00 - this amount may be increased to the original non- discounted ( non rent relief - initial term rental ) cumulative term rentals  
 56 in the sum of \$ \_\_\_\_\_ .00 as here provided and under the conditions herein described. The discount rate (rent relief) is hereby acknowledged to be 60% and is personal  
 57 to the tenant(s) and (i) any assignment of the lease (ii) and/or the filing of a bankruptcy proceeding by the tenant(s) (iii) and/or any tenant violation of the terms herein will  
 58 immediately render the rent relief (discount) null and void.  
 59

60 1.C. The Tenant, its customers, guests, and invitees shall have the right in common to use [a non-exclusive at-will-revocable license] the common and parking areas as  
 61 it now exists in front of the demised premises and all common and parking facilities and areas not within the lease premises and as a consideration for this non exclusive  
 62 right to use any parking facilities/lots/areas, roads, driveways and common areas subject to this lease the tenant shall pay for the upkeep and repairs of these areas - Cost  
 63 to the tenant for the repairs and upkeep shall be computed in the same manner as the other expenses as set forth in [i] section 3.A herein and [ii] other applicable sections  
 64 of this lease and [iii] the Landlord's Rules and Regulations - [the tenant shall have ingress and egress over and upon said parking and common areas] with that of the other  
 65 tenants, their customers, guests, and invitees - and if the amount of said area be diminished as herein agreed to, landlord shall not be subject to any liability nor shall the  
 66 tenant be entitled to any compensation or diminution or abatement of rent, nor shall diminution of such areas be deemed constructive or actual eviction. Landlord hereby  
 67 further grants Tenant (i) a non-exclusive at-will-revocable license and to use the existing parking area in front of the Building (the "Parking Area") for the parking of  
 68 vehicles in connection with the use of the Premises and (ii) a non-exclusive at-will-revocable license to use any existing public and private roads in the Project (the "Roads")  
 69 for ingress and egress to the Premises and the Parking Area; provided, however, that (a) Landlord shall have the right, at any time and from time to time, to create, change  
 70 and add to rules and regulations governing the use of the Common and Parking Area and/or the Roads by Tenant and the Tenant Parties (as hereinafter defined), and Tenant  
 71 and the Tenant Parties shall comply with the same, which rules and regulations shall be deemed to be a part of this Lease as if fully set forth herein, and (b) if the area of  
 72 the Common or Parking Areas or the Roads is diminished for any reason whatsoever, Landlord shall not be liable therefor, nor shall Tenant be entitled to any compensation  
 73 or diminution or abatement of Base Rent (as hereinafter defined), nor shall any diminution of such area be deemed to be constructive or actual eviction. Tenant shall, at  
 74 its sole cost and expense, maintain the Parking Area in a good, clean, sanitary, safe and sightly condition and repair at all times during the Lease Term at Tenant's sole cost  
 75 and expense. Notwithstanding any provision of this Lease to the contrary, neither the Parking Area nor the Roads, nor any portion thereof, shall be deemed to be part of  
 76 the Premises. Landlord shall have the right, but not the obligation, at any time and from time to time, without notice to Tenant, to maintain, repair, replace, improve, expand  
 77 or relocate the Parking Area and/or the Roads, and shall have the right to prevent Tenant and the Tenant Parties from using the Parking Area and/or the Roads, or any portion  
 78 or portions thereof, while such activities are in progress; provided, however, that Landlord shall use commercially reasonable efforts to prevent any such activities from  
 79 unreasonably interfering with Tenant's use of the Premises. For purposes of this Lease, (a) "Tenant Parties or Tenant" shall mean Tenant's agents, representatives,  
 80 employees, contractors, customers, licensees, guests, invitees, permitted tenants and subtenants, successors and permitted assigns, and their respective agents, representatives,  
 81 employees, contractors, customers, licensees, guests, invitees, permitted tenants and subtenants, successors and permitted assigns.  
 82

83 1.D. Except as otherwise provided herein; Tenant has inspected and agrees that the premises is in fit condition and has no waste(s), damage(s), blemish(es), or non-working  
 84 improvements and all permanent building installations, systems, utilities, and mechanical equipment, including, without limitation, heating, air conditioning, and plumbing  
 85 (all of the foregoing being herein called the Systems and Mechanical Equipment), are in working condition and accepts the building as is except for such damages or  
 86 exceptions as have been itemized and initialed individual on the margins of page 6 of this lease.  
 87

88 1.E. The tenant accepts the premises and surrounding land areas as it exists at the date of the signing of this lease and agrees to keep the same in a clean/sanitary and safe  
 89 condition and not store/use and/or permit discharge of any toxins, corrosives, flammables, explosives or hazardous material of any nature [including and not limited to  
 90 tobacco products] and remove the same along with any trash and/or debris of any nature from the herein described property at the Tenants expense and any improvement(s)  
 91 made by the Landlord shall be at the Landlord's discretion without any obligation to do so.  
 92

93 1.F. In order to avoid any misunderstandings, the landlord and the broker insist that all communications between the parties herein named be in writing . In

94 all situations/conditions where landlord's approval and/or permission is required approval and/or permission shall be deemed to have been given only when the
95 landlord or the landlord's agent has given the approval and/or permission in writing.

96
97 2.A. TERM. The term of this Lease shall be for \_\_\_\_\_ ( ) years and \_\_\_\_\_ ( ) months and shall commence on \_\_\_\_\_ day of
98 \_\_\_\_\_, \_\_\_\_\_ and end at 3:00pm [EDT] on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. YOUR LEASE IS A SELF-RENEWING LEASE -
99 NO PAPERWORK IS NEEDED - Unless Landlord gives Tenant, or Tenant gives Landlord, written notice of an intention to terminate this lease at least six (6)
100 months (180) days before the end of the original or any renewal term of this lease, then until terminated by such notice, this lease shall renew itself for a five year
101 period with a yearly 5% increase of rent over the previous year's highest rental rate [105%] and subject to all covenants, provisions and conditions herein contained. Except
102 where the context clearly requires otherwise, the word "term", whenever used in this lease with reference to the duration hereof, shall be construed to include any renewal
103 term as well as the original term. The Tenant acknowledges to the Landlord, as a consideration for this lease, any option and/or any renewals or extensions of this or any
104 other lease between the parties for the herein described property, the Tenant's promises and obligations under previous and future leases for the herein described property
105 shall carry forward to this and all future leases for the herein described property - this shall include but is not limited to repairs and removal of the tenant's improvements.
106

107 2.B. Options for this lease with reference to the duration hereof, shall be construed to include any renewal term as well as the original term. The Landlord hereby grants
108 unto the tenant an OPTION for an additional \_\_\_\_\_ ( ) years lease period provided Tenant notifies Landlord of its intention to exercise this option with notice
109 to be in writing no later than six (6) months (180 Days) prior to termination date of this lease. The rental for this option period shall be negotiated based upon the then existing
110 economic conditions based upon value of property, any increase in the cost of living index as published by the Bureau of Vital Statistics of the United States Department
111 of Labor, or rentals of similar properties in the area. The actual money rental to be negotiated between the parties. Tenants compliance with all terms and conditions provided
112 for under this lease, including the timely payment of all monies and rents due, is a requisite for the renewal term herein stated. The submission of this lease for examination
113 does not constitute a reservation of or option for the leased premises and this lease becomes effective as a lease only upon execution and delivery thereof by Landlord.
114

115 3. PURPOSE. The demised premises shall be used for the purpose of conducting therein:
116 [Redacted]

117 and for no other purpose whatsoever including the storage of bailed goods. At any time the demised premises are used for any other purpose other than those herein described
118 without the Landlord's prior written approval the remaining term rental and installments payments of the same shall increase (a contingent rental increase) by 60% - the initial
119 term rental. Tenant shall be solely responsible for all stock in trade, and loss of or damage to same due to power or service failure or breakdown in the facilities such as but
120 not limited to Gas, Electric, Water, Sewage, etc. failures. Landlord does not in any way or for any purpose, become a partner of Tenant in the conduct of its business or other-
121 wise, or joint venture or member of a joint enterprise with tenant.
122

123
124 3.A. RENT IS DUE Landlord in full Without Prior Demand Being Made and Without Offset of Any Kind at 10:00 a.m.. (E.D.T.) at the Address Given Herein (Section
125 33) :
126 MONTHLY INSTALLMENT SCHEDULE OF TERM RENTAL OF THIS LEASE SHALL BE PAID AS FOLLOWS [including weekends and holidays and time is of the
127 essence]:

Table with 5 columns: Amount (\$), Due date, Year, and two empty columns. Rows 1-5 correspond to years 1 through 5.

134 3.B. As a further part of the consideration of this lease, Tenant agrees that he will each year during the term of this lease, or any renewal, extensions, or taking of additional
135 space, promptly pay to Landlord as additional rent, on demand, Tenant's proportionate share of REAL ESTATE TAXES, SPECIAL or other GOVERNMENTAL (federal,
136 state, local)/MUNICIPAL (ASSESSMENTS)/TAXES of what ever nature, INSURANCE, [repairs, renewals and replacements as herein provided] and utilities (water, sewage,
137 electric, etc) - if applicable - on the herein described premises. Tenant's proportionate share shall mean the percentage arrived by dividing the square feet leased by Tenant
138 by the total net leasable space in the building as determined by Landlord. Tenant's obligation to Landlord as set forth herein shall survive the expiration date of this lease
139 and the expiration date of any renewal term thereof. The assessment, tax, insurance and utility bills/statements from the issuing authorities shall be sufficient evidence of
140 the amount of the utility expense(s), insurance premium, assessment(s), and/or tax liability. The Landlord's intent is for this lease to be a net lease - with the tenant being
141 responsible to pay all of the operational expenses of the property (insurance premiums, repairs, maintenance, utilities so that the rental received by the landlord is entirely
142 net to him over and above any of the operational expenses of the property and for the sums related to these items being due and payable as additional rent when they occur
143 and as herein provided for under the provisions of rent and additional rent payment(s) with the exception of any mortgage payments.
144

145 3.B-1. Currently tenant's annual approximate proportionate share of: taxes(assessments) are \$ \_\_\_\_\_; insurance \$ \_\_\_\_\_; utilities \$ \_\_\_\_\_; other \$ \_\_\_\_\_.
146 with the tenant's monthly installment payment on these items being approximately \$ \_\_\_\_\_ due as additional rent. The first month's rent is due at the execution of
147 this lease.
148

149 3.C. The Tenant shall, on demand, pay as additional rent:
150 (a) Any and all monies due the Landlord and/or Broker as stipulated under this lease and these sums shall be cumulative.
151 (b) For the succeeding month as set forth in Article 3.A. hereof, any increase of premium for the insurance of the building or premises or any part, above the least
152 hazardous rate that may be imposed in consequence of the use or occupation of the premises by the Tenant. The insurance bill shall be sufficient evidence of the amount
153 of the increase of the insurance premium.
154 (c) For the succeeding month as set forth in Article 3.A. hereof, any increase of any REAL ESTATE TAXES, SPECIAL or other GOVERNMENTAL (federal,
155 state, local)/MUNICIPAL (ASSESSMENTS)/TAXES of what ever nature of the building or premises or any part, above the amount imposed at the signing of this lease
156 and/or in consequence of the use or occupation of the premises by the Tenant. The tax bill shall be sufficient evidence of the amount of the increase of the tax.
157 (d) Any and all monies due the Landlord and/or Broker NOT stipulated and set forth in Article 3.A. but required to be paid as herein provided.
158

159 3.D. It is agreed between the parties that the Tenant waives all rights with regard to the obligation assumed under this lease; that the tenant and
160 [Redacted]
161 and
162 [Redacted]

163 will endorse said lease, and any extensions and/or renewals and become personally bound thereby; and will [i] SIMULTANEOUSLY DEPOSIT at the execution of this Lease
164 by Tenant [ii] or as otherwise may be provided herein, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ .00) as a rental/damage deposit and that the
165 LANDLORD BROKER shall hold and apply these deposits (without interest) for the faithful performance of this lease the said deposit to be paid as follows:
166 \$ \_\_\_\_\_ .00 at the execution of this lease; and \$ \_\_\_\_\_ .00 on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and \$ \_\_\_\_\_
167 \_\_\_\_\_ .00 on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. The herein required deposits shall not be applied to the last month's rent and shall be
168 returned only when the tenant has completed all of his obligations as herein stated.
169

170
171
172 3.E. RETURN OF DEPOSIT. Notwithstanding any of the herein stated provisions the Tenant's refund of the security deposit requires the faithful performance of all the
173 herein stated terms by the tenant and the tenant shall do or cause the following to be done at the tenant's expense at the end of the lease: Must keep utilities connected to the
174 end of the lease and provide the same for the check-out inspection; full term of the lease has expired; has given due notice as herein stated; has caused no damage(s) (waste)
175 to the property; there are no unpaid rents or late charges; forwarding address is given to the landlord or agent as a notice as herein required; all keys are returned to the landlord
176 or agent; the interior and exterior of all cabinets will be clean; drapes are to be dry cleaned and venetian blinds cleaned; cleaned interior and exterior surfaces of windows;
177 clean window tracks; clean the exhaust vents/flues and replace air filters on the day of check out; clean all counters tops, sinks, tubs, showers, plumbing fixtures and surfaces -
178 mildew free; clean and strip all floors of wax and re wax same; receipted documentation that all carpets were professionally cleaned; no holes, scratches, or stickers are
179 permitted on any wall door, or surface; no touch up or spot (any portion of a surface differing as in color and/or texture from the rest) painting; clean storage areas, and patios;
180 have a professional contractor approved by the agent or landlord fully paint any room which has marks, patches, or hand-prints on surfaces - painted or un-painted; clean
181 gloves of light fixtures and replace all missing or burned out bulbs; cut and trim lawns and hedges - grass is not to be higher than five (5) inches; clean garage, carport, and
182 driveway; premises will be professionally exterminated - receipt required; have fireplace(s), flues and chimney(s) professionally cleaned - receipt required. Tenant agrees
183 to pay all herein stated refurbishing cost that exceed the security deposit.
184

185 3.E-1 In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this lease to be kept and performed by Tenant, then the Landlord,
186 at its option, may appropriate and apply said entire deposit or so much thereof as may be necessary, to compensate the Landlord for loss or damage sustained or suffered
187 by Landlord due to such breach on the part of Tenant. Should the entire deposit, or any portion thereof be appropriated and applied by Landlord to the payment of overdue

188 rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount  
 189 in cash to restore said security to the original sum deposited, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this  
 190 lease. Neither said deposit nor the application thereof by Landlord, as herein provided, shall be at a bar or defense to any actions in unlawful detainer or to any action which  
 191 Landlord may at any time commence for a breach of any of the covenants or conditions of this lease.  
 192

193 3.E-2. Landlord may deliver the funds deposited thereunder by Tenant to the purchaser or transferee of Landlord's interest in the demised premises, in the event that such  
 194 interest be sold or transferred, and, in the event the purchaser or transferee assumes the obligations of Landlord, thereupon Landlord shall be discharged from any further  
 195 liability with respect to such deposit.  
 196

197 3.F. ADDITIONAL TENANT CONSIDERATIONS AND RENT RELIEF. As a part of the tenant's consideration for this lease and for the rent relief the landlord has granted  
 198 herein to the tenant the tenant agrees to the following: In consideration of the rent relief herein provided and in lieu of the Landlord and/or Broker not requiring the Tenant  
 199 to pay the entire term rental as the signing of this lease and permitting the Tenant to pay the term rental as provided for herein and in further consideration of the Landlord  
 200 leasing the premises herein named to the Tenant and in lieu of a large substantial deposit from the Tenant for the Tenant's faithful performance of all its/ his/her obligations  
 201 herein stated, which shall include but not be limited to causing waste to the terms of this lease, the Tenant, its agent(s) herein named, and all parties personally guaranteeing  
 202 this lease - on behalf of the Tenant - individually, severally, and jointly hereby agree that the time is of the essence in the tenant and/or they performing all of its/their duties  
 203 as herein provided and they further pledge and grants unto the Landlord and the Broker/Agent a security interest in all their enterprises including but not limited to: All  
 204 of their real property (running with the land to the end of time), personal property, tangible or intangible accounts receivable, merchandise, stock in trade, inventory, advances,  
 205 deposits (received and/or paid out), claims of all kinds, rights under contracts including contracts to purchase real or personal property, right(s) to use all names and slogans  
 206 used by Tenant in conduct of said business herein stated or which may become part of the Tenant's enterprises, leaseholds, leasehold improvements, prepaid expenses,  
 207 customer files, all books and records of the Tenant relating to the business herein stated whether now owned or subsequently acquired as additions to or replacements of such  
 208 assets, tools, fixtures, machinery, and equipment, office furniture, vehicles, rights under insurance policies, insuring against loss or damage to the above listed property, now  
 209 owned or which may be subsequently acquired by them and to this end they individually, severally and jointly will execute the Virginia State Corporation's Commission's  
 210 standard financing statement as prescribed by its Uniform Commercial Code Division. In the event the Tenant, or any person guaranteeing this lease on behalf of the Tenant  
 211 does not effect a financing statement for the benefit of the Landlord and/or Broker as herein provided the Tenant and the aforesaid individuals guaranteeing this lease on  
 212 behalf of the Tenant hereby appoint the Landlord and Broker (their assigns, successors, heirs and or agents) as their true and lawful attorney-in-fact for the purpose of  
 213 executing a financing statement, as here in provided - on their behalf. No sale, transfer assignment, cancellation or release, including a sale or conveyance to Tenant, its  
 214 successors or Assigns, shall affect Landlord's right to rents or the Broker's rights reserved herein. It is further agreed by the Tenant and all parties personally guaranteeing  
 215 this lease on behalf of the Tenant that the Landlord and Broker/Agent shall have the right to renew and/or continue the aforesaid security agreement for any renewal period  
 216 (by whatever name it may be called) of this lease.  
 217

218 3.G. ESCALATION PROVISION: In the event that the Tenant violates any of the covenants contained herein and breaches said lease, said sums herein show as deposits  
 219 and the present value of the remaining term rental shall be forfeited as minimum liquidated damages under this lease. Provided, however, that the forfeiture of said sums  
 220 shall not waive Landlord's and/or Broker's rights for additional damages against the Tenant over and above the amount forfeited including additional liquidated damages.  
 221 The Tenant shall, on demand, pay as additional rent for the succeeding month as set forth in Article 3.A. hereof, any increase of premium for the insurance of the building  
 222 or premises or any part, above the least hazardous rate that may be imposed in consequence of the use or occupation of the premises by the Tenant. The insurance bill shall  
 223 be sufficient evidence of the amount of the increase of the insurance premium. Tenant shall, on demand, pay as additional rent, any and all monies due the Landlord and/  
 224 or Broker as stipulated under this lease. All contingent rental increases herein contained are to be amassed as a total of increase of term rental due and are payable in a  
 225 corresponding increase of monthly installments as herein contained.  
 226

227 3.H. THE FORMULA FOR COMPUTING PRESENT VALUES as are herein described shall be  $V = F / (1+i)^n$  wherein V is today's value of a future sum - F, n is the number  
 228 of years or parts thereof involved, and i is the prevailing local market interest rate banks offers to loan money to its best customers computed annually at the time of default  
 229 or award of judgement by the Courts, the highest of the 2 aforesaid prevailing rates shall be used.  
 230

231 3.I. THE FORMULA FOR COMPUTING FUTURE VALUES as are herein described shall be  $F_c = P_c^{jn}$  wherein  $F_c$  is the future sum of  $P_c$  and  $P_c$  being the amount of present  
 232 cost as herein described, and  $P_c$  being compounded continuously for one year at j, the prevailing local market interest rate a banks offers to loan money to its best customers,  
 233 computed annually at the time of the request and/or breach as herein described and n being the total number and/or partial number of years involved.  
 234

235 3.J. Both the future and present value formulas given herein shall use a 360 day year.  
 236

237 4.A. LATE PAYMENTS and RETURNED CHECKS. In the event any installment of rent is not received at the address given herein (Section 33) by 10:00 A.M. Eastern  
 238 Daylight Time in the manner and at the place herein described and/or a check is returned by the bank for any reason the Tenant will pay a late fee/handling charge of the  
 239 greater of 10% of the installment of rent due or \$100.00 as additional rent to the Landlord and/ or Broker in addition to all fees and cost the Landlord and/ or Broker incurs  
 240 collecting delinquent rent and/or returned check. Landlord and/ or Broker has the right to require all payments be made by cash, money order, cashier's check, and/or certified  
 241 Check. Tenant further agrees to pay [1] on demand (or to reimburse Landlord and/ or Broker promptly if Landlord and/ or Broker elects to pay) any and all of the Landlord's  
 242 and/ or Broker's attorney's fees and court costs incurred in connection with the Landlord's and/ or Broker's enforcement of the landlord's and/ or Broker's rights under the  
 243 provisions of this lease such as but not limited to the collection of delinquent rents and/or returned checks, or the Landlord's and/ or Broker actions authorized under any  
 244 section/paragraph of this lease or the laws of this Commonwealth or the United States and for all other sums due Landlord and/ or Broker under this lease, [2] the landlord's  
 245 and/or broker's costs and legal fees for defending any lawsuit brought by the tenant against the landlord and/or broker and the landlord or the broker is the prevailing party  
 246 in said lawsuit, [3] the landlord's and/or cost and broker's legal fees for defending any lawsuit brought by anyone against the landlord or broker for any act of the tenant.  
 247 If any payment received is less than the tenant's outstanding balance due, the landlord or broker may apply the payment to the oldest obligations first.  
 248

249 4.B. ATTORNEY'S FEES: In the event any payment herein should be in default, or any covenant of this lease violated by the tenant it is agreed that the tenant shall pay  
 250 an attorney's fee equal to thirty-three percent (33%) - of that sum herein stated - with a minimum attorney's fee of Six Hundred Dollars (\$600.00) be due and owing as herein  
 251 provided (whether or not the Landlord's and/ or Broker's attorney files suit); All costs of collection in addition to the aforesaid fees and costs shall be added to the debt hereby  
 252 incurred by the Tenant under the terms of this lease and shall become due on demand as additional rent.  
 253

254 4.C. INTEREST. Any sums payable by Tenant under this Lease, which are not received after the same shall be due, shall bear interest from the date due at the lesser of (i)  
 255 eighteen percent (18%) per annum or (ii) the greatest interest rate allowed by law, until such past due sum, together with all interest thereon, is paid in full and said interest  
 256 is due as additional rent.  
 257

258 5. ASSIGNMENT. Tenant (for the purposes of this of this section/paragraph of the lease the term tenant shall include, as applicable, all assigns, subtenants, occupants,  
 259 lessees, mortgagors, and successors)covenants that the demised premises shall be used only for the purpose above mentioned, and that Tenant for itself, its successors and  
 260 assigns expressly covenants that it/they shall not by operation of law or otherwise assign, sublet, hypothecate, pledge, encumber or mortgage this lease and/or the demised  
 261 premises or any part thereof, nor permit any other person to occupy/use same, without the prior written consent of Landlord, which consent may be withheld for any reason..  
 262 If the Landlord consents to a transfer, or assignment or sublet of the premises or any part thereof the Tenant agrees to pay to the Landlord a minimum fee of \$3,500.00 in  
 263 respect to each transfer of tenant's estate, or any part thereof, hereunder - for the purposes of this sentence a transfer, assignment or sublet shall include any hypothecate,  
 264 pledge, encumber or mortgage. Consent to one assignment / sublease / or licensing arrangement shall be applicable to the single occasion only and shall not be deemed  
 265 a waiver hereof and all later assignments and subleases shall likewise be made only upon prior written consent of landlord. The Landlord may require, the Tenant to pay  
 266 additional rent and damage deposits (damage deposits may be non-refundable) if Landlord permits the Tenant to sublet or assign this lease as herein described. The actual  
 267 money for additional rental and damage deposits are to be negotiated between the parties. If Tenant is a corporation, partnership, or limited liability company or any other  
 268 type of entity provided for by the Code of Virginia the sale of a majority of its outstanding capital stock and/or ownership as it may be applicable shall be deemed an  
 269 assignment of this lease. If any person, firm or corporation other than Tenant is in possession of the demised premises during the term hereof, or if the tenant without the  
 270 written consent of Landlord assigns, sublets, hypothecates, pledges, encumbers or mortgages this lease and/or the demised premises or any part thereof, or permits any  
 271 other person to occupy/use same, without the prior written consent of Landlord, Landlord shall have the option of terminating this lease or of considering such person, firm  
 272 or corporation in possession as the assignee of Tenant and, therefore, obligated to observe and perform all the covenants, provisions and conditions herein contained binding  
 273 upon Tenant - at any time the demised premises are used for any other purpose other than those herein described or the tenant assigns this lease or sublets the demised  
 274 premises or any part thereof, or permits any other person to occupy same, without the Landlord's prior written approval the remaining term rental and installments payments  
 275 of the same shall increase (a contingent rental increase) by 60% - the initial non rent relief term rental. Bailments by the tenant as either a bailee and/or bailor and the storage  
 276 of Bailed goods on the premises for the purposes of this lease shall be considered an assignments and/ or sublet of the premises. Regardless of Landlord's consent, no  
 277 subletting or assignment shall waive the landlords right to withhold its consent for any reason to any other or future assignments, sublets, hypothecates, pledges, encumbers  
 278 or mortgages of this lease and/or the demised premises or any part thereof, or permit any other person to occupy/use same and it is further acknowledged that the landlord's  
 279 consent shall not release the Tenant or Tenant's obligations or alter the primary liability of Tenant to pay rent and to perform all other obligations to be performed by the  
 280 Tenant herein stated. In any sublet or assignment of this lease by the tenant, the tenant shall pay to the landlord all monies and consideration the tenant receives from the  
 281 sublet or assignment over and above the base rents and deposits herein stated. Without the prior written consent of Landlord, this Lease and the interest therein of any  
 282 assignee of Tenant herein, shall not pass by operation of law or otherwise, and shall not be subject to garnishment of sale under execution in any suit or proceeding which  
 283 may be brought against or by Tenant or any assignee and/or subleasee of Tenant. The absolute and unconditional prohibitions contained in this lease and Tenant's agreement  
 284 thereto are material inducements to Landlord and/ or Broker to enter into this Lease with Tenant and any breach thereof shall constitute a material default hereunder permitting  
 285 Landlord and/ or Broker to exercise all remedies provided for herein or by law or in equity on a default by Tenant.

286 6.A. REMEDIES FOR DEFAULT. Tenant covenants that If (i) a petition is filed or any proceeding is commenced against Tenant or by Tenant under any federal or state  
 287 bankruptcy or insolvency law, or a receiver or other official is appointed for Tenant or for a substantial part of Tenant's assets or for Tenant's interest in this Lease, or Tenant  
 288 makes any assignment for the benefit of creditors, or any attachment or execution against a substantial part of Tenant's assets or against Tenant's interest in this Lease remains  
 289 unstayed or un-dismissed for a period of more than ten (10) days, or a substantial part of Tenant's assets or Tenant's interest in this Lease is taken by legal process in any  
 290 action against Tenant or if (ii) the demised premises at any time are deserted, abandoned or closed for a period of five (5) days or more, or if Tenant defaults for a **period**  
 291 **of five (5) days** in paying any installment of rent when due **or in performing any covenant, provision or condition herein contained** binding upon Tenant, or if the Tenant  
 292 causes waste to the terms of this lease, or if the Tenant shall terminate or caused to be terminated, for what ever reason, any utility service (water, sewage, electric, gas,  
 293 telephone, etc.) to the premises, Landlord shall have the right, WITH OUT TERMINATING THIS LEASE or terminating the Landlord's right to receive rents or the Broker  
 294 to receive fees (from the tenant or landlord as maybe applicable), for the remaining term of this lease, in addition to all other rights and remedies provided by law, the right,  
 295 **without notice to Tenant**, to enter and take possession of the demised premises - peaceable or by force. The Landlord, solely at the Landlord's option, may terminate this  
 296 lease by giving written notice to the tenant within 30 days of taking the premises - as herein provided. Tenant will hold landlord harmless and without liability for such action  
 297 and Tenant will pay all of the Landlord's cost and/or expenses of whatever nature associated with such action. Wherein the Landlord has taken possession as herein described  
 298 the Landlord may remove all property therein, without liability for damage to, and without obligation to store such property. The Landlord has the additional right to relet  
 299 the demised premises, in whole or in part, in one or more leases, for the unexpired portion of the term, or any part thereof, and receive the rent therefore and apply it on the  
 300 rent and other charges due hereunder, the rate and terms of such reletting to be such as Landlord deems expedient, and Landlord's action shall be final and binding upon  
 301 Tenant, and Tenant agrees to pay promptly to Landlord on demand, at one time or from time to time, any difference between the rent and other charges payable hereunder  
 302 and any smaller amounts collected by Landlord from the tenant or tenants to whom the demised premises may be relet as aforesaid. It is the Landlord's and/or Broker's intent  
 303 that the tenant's duty to pay rent and/or fees under the terms of this lease shall not lapse upon the Landlord's reentering the property as provided herein. It is further the  
 304 Landlord's intent that the Tenant be liable for any difference between the rents due under the terms of this lease and the rent obtained by reletting. If Tenant goes into bankrupt-  
 305 cy, voluntary or involuntary, or into receivership, or makes a general assignment for the benefit of creditors, Landlord shall have the right to terminate this lease at such time  
 306 thereafter as Landlord may elect and in any such event and/or election Landlord and/or Broker shall have all the rights and/or remedies provided by law and/or by this lease.  
 307 All remedies of Landlord shall be cumulative. All remedies and/or fees of the Broker shall be cumulative. **Notwithstanding other provisions herein stated, in the event**  
 308 **the tenant violates any provision of this lease the tenant further agrees to pay to the landlord and/or Broker and/or their agent(s) or anyone working on their**  
 309 **behalf the sum of \$200.00 an hour - For the landlord's and/or Broker's or their agent's time spent enforcing the landlord's and/or Broker's entitlement(s) under**  
 310 **the lease or other promulgations herein provided with a minimum fee for this service - per occurrence - to be \$150.00.**  
 311

312 6.B. REMEDIES NOT LIMITED. Landlord shall have all rights and remedies now or hereafter existing at law or in equity with respect to the enforcement of Tenant's obligations  
 313 herein stated and the recovery of the Premises. No right or remedy conferred upon or reserved by Landlord shall be exclusive of any other right or remedy, but shall be  
 314 cumulative and in addition to all other rights and remedies given hereafter or now or hereafter existing at law or in equity. Landlord shall be entitled to injunctive relief in  
 315 the case of the violation, or attempted or threatened violation, of any covenant, agreement, condition or provision of this Lease, or to a decree compelling performance of  
 316 any covenant, agreement, condition or provision of this Lease. Nothing herein contained shall limit or prejudice the right of Landlord to exercise any or all rights and remedies  
 317 available to Landlord by reason of default or to prove for and obtain in proceedings under any bankruptcy or insolvency laws, an amount equal to the maximum amount  
 318 allowed by any law in effect at the time when, and governing the proceedings in which, the damages are to be proven, whether or not the amount is greater, equal to, or less  
 319 than the amount of the loss or damage referred to herein.  
 320

321 6.C. The provisions of Paragraph 6 and all of its sub-parts shall survive any expiration or termination of this Lease.  
 322

323 7. TENANT'S FURNITURE, FIXTURES, STOCK-IN-TRADE AND MERCHANDISE. Tenant represents and covenants that all furniture, trade fixtures, equipment, stock-  
 324 in-trade and merchandise (items) which are now or may be hereafter placed in the demised are or will be owned by Tenant at the time the same are placed in the demised  
 325 premises; that same are or will be fully paid for with no liens or bailments thereon at any time same are on the property; and that all merchandise and/or stock-in-trade, except  
 326 in the ordinary course of trade as set forth herein shall not be removed from the premise except as set forth herein; and said furniture, fixtures, equipment stock-in-trade and  
 327 merchandise shall not be removed from the demised premises during the term of this lease, without the prior written consent of Landlord - or as provided herein - provided  
 328 if, all terms of the lease have been met, all such property shall remain property of Tenant. The Landlord may require an additional deposit for this consent. Bailments by  
 329 the tenant as either a bailee and/or bailor and the storage of Bailed goods on the premises for the purposes of this lease are not permitted.  
 330

331 8. FIRE HAZARD. As additional consideration for this lease the Landlord requires and the Tenant agrees to install a fire detection [central station alarm system for burglar  
 332 and fire alarm monitoring with a Cellular service back-up (CSAS)] , prevention system (said system is to be considered a utility) and extinguishing equipment and as the  
 333 Landlord may reasonably require from time to time in writing, or as may be required by law. Tenant further agrees not to do anything which will increase the rate of fire  
 334 insurance on the building in which the demised premises are located, without the prior written consent of Landlord; and if such consent is given, Tenant agrees to pay  
 335 promptly on demand to Landlord the amount of the increase in the cost of such insurance, during the term of this lease.  
 336

337 9. UTILITY BILLS. Tenant shall contract directly for natural gas, electricity, and other utilities used in the Premises during the Lease Term and the Tenant shall be solely  
 338 responsible for, and promptly pay, all charges for heat, water, gas, electricity, sprinkler charges, fire line charges, sewer rental, sewage treatment facilities, or any other utility  
 339 used or consumed in the demised premises, together with all taxes levied or other charges on such utilities and charges based on consumption, standard utility capacity or  
 340 potential utility use. The provisions of this Paragraph shall survive any termination or expiration of this Lease. In the event the Landlord supplies the water, gas, heat,  
 341 electricity or any other utility used or consumed in the demised premises, Tenant agrees to pay as additional rent to the landlord the landlord's actual out of pocket expenses  
 342 for said utilities and the other expenses related to supplying the demised premises with such utilities. In no event shall Landlord be liable for an interruption or failure in  
 343 the supply of any such utilities to the demised premises. Tenant covenants to pay promptly when due all bills for natural gas, electricity, and other utilities used in the Premises  
 344 during the Lease Term.  
 345

346 10. REPAIRS AND MAINTENANCE BY LANDLORD. Landlord shall not have any obligation whatsoever to maintain or repair all or any portion of the Premises  
 347 (including, without limitation, the interior, exterior, roof, foundation and structural components of the Building, all interior and exterior walls, doors, windows, trim, locks,  
 348 and painting of the Building, and the Systems and Mechanical Equipment of the Building), the Parking Area, the Roads, or the Project.  
 349

350 11. REPAIRS AND MAINTENANCE BY TENANT. AS A PART OF THE TENANT'S CONSIDERATION FOR THIS LEASE AND FOR THE RENT RELIEF THE  
 351 LANDLORD HAS GRANTED HEREIN TO THE TENANT [AS SET OUT IN PARAGRAPH I.B. HEREIN] THE TENANT(A) ACKNOWLEDGES AND AGREES TO  
 352 THE FOLLOWING TERMS, DUTIES, SERVICES , OBLIGATIONS AND/OR CONDITIONS AND (B) THAT THE TENANT WILL NOT COMMIT NOR PERMIT  
 353 SUBTRACTION(S) FROM THE FOLLOWING TERMS, DUTIES, SERVICES , OBLIGATIONS AND/OR CONDITIONS: Tenant acknowledges that all improvements  
 354 and all permanent building installations, systems, utilities, and mechanical equipment, including, without limitation, heating, air conditioning, and plumbing (all of the  
 355 foregoing being herein called the Systems and Mechanical Equipment), are in working condition satisfactory to Tenant as of the date of this lease.: (i) That it will make at  
 356 its expense all necessary repairs, renewals and replacements to the improvements on or about the premises including but not limited to Systems and Mechanical Equipment  
 357 including those occasioned by normal wear and tear thereof and as provided herein. (ii) Tenant shall make at its expense all structural, interior and exterior repairs, renewals  
 358 and replacements to the leased premises- [ including those occasioned by acts of nature or God, and normal wear and tear thereof and as provided herein , including, without  
 359 limitation, the roof, exterior walls, exterior trim, doors, locks, (tenant is to provide the landlord or his agent/assign with key(s) of whatever kind or nature and/or combinations  
 360 of whatever kind or nature for all entryway locks and CSASs in or about the premises) windows, foundations, exterior painting, and any parking lots and common areas  
 361 subject to this lease - this includes normal wear and tear and subject to the other terms herein contained. (iii) Tenant will take good care of the leased premises and any parking  
 362 lots and common areas subject to this lease, will permit no waste or injury thereto, will supply its own water fountain and/or bottled water, janitorial service, and will be  
 363 responsible for the daily maintenance of the interior and exterior of the leased premises. During the term of this lease Tenant covenants, without limitation, at Tenant's cost  
 364 and expense (The Tenant's obligations for repairs, renewals and replacements contained in this lease shall include those occasioned by normal wear and tear.): (i) to keep  
 365 in good order and repair (and to make such renewals and replacements from time to time as may be necessary or advisable) the heating plant and air conditioning equipment;  
 366 pipes, conduits, wires, electrical fixtures, and other appurtenances of the demised premises, including all water, gas and waste pipes and plumbing fixtures appurtenant thereto,  
 367 (ii) to unstop promptly all choked waste pipes and toilets (iii) to keep all flues clean, (iv) to replace all broken glass and doors (both interior and exterior) promptly, (v) to  
 368 carry plate glass insurance and furnish Landlord with satisfactory evidence thereof, and (vi) to keep all other parts of the demised premises (excepting those which Landlord  
 369 has agreed herein to repair) in good order and condition. All parts and materials used in said renewals, replacements or repairs required of the Tenant under this lease shall  
 370 be new and of a quality equal to that of the original part or material being renewed, replaced or repaired. Tenant accepts and acknowledges the heating, air conditioning,  
 371 mechanical and plumbing condition of said building as being in good working order and agrees to maintain same at their own cost and expense and the Tenant agrees in  
 372 addition to the maintenance of the mechanical system that they will have the heating and air conditioning serviced at the beginning of the heating and air conditioning season,  
 373 respectively, that they will periodically (monthly) change filters, add refrigerant and/or other things necessary and assume further responsibility for starting said equipment  
 374 at the beginning of each season. Tenant shall keep the leased premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures. Tenant agrees  
 375 to keep grass and shrubbery on the property trimmed (grass to be no higher than five (5) inches) and otherwise maintain the grounds in good order, maintain the parking  
 376 area in a clean and sanitary condition and remove any trash, debris, and/or ice or snow at the Tenant's own expense. If the Landlord decides to hire any maintenance service  
 377 to maintain the common areas of the property the tenant shall pay its proportionate share of these expenses as additional monthly rent as provided herein. Tenant's share  
 378 for maintenance shall be determined in the same manor as the Tenant's share of Taxes and insurance are determined herein. The Tenant shall provide the Landlord with  
 379 quarterly with statements or invoices from Virginia's Department of Professional Regulation licensed/ registered contractors showing that the required maintenance of  
 380 mechanical equipment or fixtures has been performed. If these documents are not received timely the landlord may assume the required maintenance has not been preformed  
 381 and the Landlord may hire from that point in time a contractor to preform these services and the Tenant will pay as additional rent and under the terms herein the contractor's  
 382 invoice for the maintenance herein stated. All repairs or maintenance required under this lease will be under the auspices of a building permit or any other permit as maybe  
 383 required and issued by the local municipality and preformed by a contractor licensed / registered with Virginia's Department of Professional Regulation . The total combined  
 384 weight for forklifts and/or pallet jacks [by what other name they are called] and their loads shall not exceed 5000 lbs. Weight loads on slab floors shall not exceed 6000

385 pounds per 12 square foot area.

386

387 12. INSECTS AND RODENTS. For the rent relief the landlord has herein granted to the tenant the tenant covenants to : Do and to pay for those things reasonably necessary,  
 388 or required by law, to keep the demised premises free of termites, roaches, rodents, insects and other pests, and Tenant agrees that Landlord shall not be liable for any damage  
 389 caused thereby. Tenant will have the premises inspected by an exterminator quarterly and deliver unto Landlord a copy of exterminator's inspection report. Tenant agrees  
 390 not to keep pets or animals of any nature on the premises without the prior written consent of the landlord, Unless OTHERWISE PROVIDED IN THE LEASE..  
 391 Notwithstanding the provisions of the lease to the contrary in the event the tenant has a pet or animal - his or another's - on the premises at anytime during the term of the  
 392 lease the tenant agrees that he will pay in addition to the monies due under the other terms of this lease and including those for damages **A NON-REFUNDABLE PET FEE**  
 393 **[additional rent]** in the sum of \$3,500.00 -this sum is not intended to limit the tenants liability for those damages caused by the pet(s) and/or animal(s) to the additional  
 394 rent [ non-refundable pet fee] - this is in addition to the tenant's responsibility to pay for the other damages caused by said pet or animal . **In addition to the aforesaid**  
 395 **non-refundable fee the term and monthly rental rate shall increase \$200.00 per month per animal.** The Tenant further agrees to replace at the tenant's expense all  
 396 carpets and padding with carpets and padding of a like quality with no allowance being given to the tenant for wear and tear if tenant has animals or permits animals on  
 397 the premises.

398

399 13. DAMAGE BY TRESPASSERS. Tenant covenants that if the exterior and/or the interior of the building in which the demised premises are located are damaged by  
 400 vandals or persons breaking, or attempting to break, into the demised premises, the cost of repairing any and all damage to the demised premises and said building caused  
 401 thereby will be borne by Tenant and promptly paid by Tenant to Landlord.

402

403 14. SIGNS. Tenant covenants not to paint or place (nor permit to be painted or placed) any sign or other advertising device, bill or billboard upon or about the demised  
 404 premises (or the exterior of the building in which the demised premises are located), or any part thereof, without the prior written permission of Landlord- if said permission  
 405 is granted it will be an at-will-revocable license. The Landlord may require an additional deposit for granting the aforesaid permission. All signs and their installation will  
 406 be under the auspices of a building permit or any other permit as maybe required and issued by the local municipality.

407

408 15. NUISANCE. As a part of the tenant's consideration for this lease and for the rent relief the landlord has granted herein to the tenant the tenant agrees to the following:  
 409 Tenant covenants not to allow the demised premises to be used for any illegal or immoral purpose, and not to do (or suffer to be done) in or about the demised premises any  
 410 act or thing that may be a nuisance, annoyance, inconvenience or damage to Landlord, Landlord's other tenants, the occupants of adjoining property, or the neighborhood  
 411 nor to hold any fire, bankruptcy, going-out-of-business sale, or auction sales; and will not use [i] sidewalks or any other portions of the common areas for any purpose relating  
 412 to the selling or storage of merchandise /goods /items of any nature or services of any nature [ii] any area outside the demised premises for any purpose relating to the selling  
 413 or storage of merchandise /goods /items of any nature or services of any nature ; all tenant's, tenant's employees, and associates motor vehicles on the common areas will  
 414 (i)have all required [and up to date](a) licenses, (b)insurance, and(c) inspections,(ii) will not be more than (a)7 feet in height, (b)rated more than 1 ½ tons, (iii) 19 feet long.  
 415 Tenant will have no more than three service/delivery/employee vehicles at any time on the premises or common areas. Landlord may require parking [i] in certain designated  
 416 areas and/or [ii] by permit only [permit to be issued by landlord solely at his election/discretion] or [iii] limited to certain times of the day or a combination of any and all  
 417 of items i - iii.

418

419 16. NO ALTERATIONS. As a part of the tenant's consideration for this lease and for the rent relief the landlord has granted herein to the tenant the tenant agrees to the  
 420 following: The provisions of this section are subject to lines 22 and 23 of this lease and Tenant covenants not to paint the demised premises or any part thereof; nor to make  
 421 (or suffer to be made) any waste thereof or alterations or improvements therein or thereto; nor to place any covering over any floor, wall, or ceiling; without prior written  
 422 permission of Landlord. At any time the demised premises or any part thereof is painted, or any waste thereof or alterations or improvements therein or thereto, or coverings  
 423 placed over any floor(s), walls and ceilings or the tenant alters, attaches or suspends anything from the walls, building's roof(s) - its joist, or the ceiling(s) or any of their  
 424 parts without the Landlord's prior written approval the initial rent relief in the sum of 60% of the term rental and its subsequent installments payments of the same shall  
 425 not be allowed to be taken and the full non discounted rent shall be due and owing. In addition to the forfeiture of the rent relief provided herein and the initial non discounted  
 426 rent [rent relief for the term] shall be due thereafter along with an additional non-refundable fee equal to estimate(s) obtained from contractors by the landlord to restore  
 427 the property to its condition prior to the changes made by the tenant - the contractor's estimate to the landlord shall be sufficient evidence of the amount of the non-refundable  
 428 fee due the landlord. This increase in rent and the non-refundable fee does not release the Tenant's obligation to restore the premises to the conditions as before the Tenant  
 429 painted, made (or suffer to be made) the waste thereof or alterations or improvements therein or thereto, or placed any covering over any floor, wall or ceiling. The Landlord  
 430 may require the Tenant to pay additional rent and fees and fees if Landlord permits the Tenant to paint the premises or make any alterations or improvements . The actual  
 431 money for additional rental and fees are to be negotiated between the parties. If landlord grants permission for alterations or additions no nails may be used to attach them  
 432 to the floors, walls or ceilings - only steel joists, studs, jacks, beams, and headers with an anchor system may be used - whereby holes are drilled and screws and/or bolts used  
 433 with the same - said system to be approved in writing in advanced by the landlord before the work commences. All alterations or additions will be under the auspices of a  
 434 building permit or any other permit as maybe required and issued by the local municipality.

435

436 16.1. In no case may(i) anything be attached to the ceiling(s),walls or roof or roof joist (ii)wood be used ~ including racks and shelving. The landlord may remove without  
 437 notice to the tenant any sign, painting done to the demised premises or any part thereof or any waste thereof or alterations or improvements therein or thereto, or coverings  
 438 placed over any floor(s)/walls or ceilings done by the tenant without the Landlord's prior written approval as herein provided and the landlord shall be without liability for  
 439 his actions and the tenant shall pay all of the landlord's expenses and cost associated with the removal of the unauthorized changes as herein described. Tenants obligations  
 440 herein stated shall carry forward to all future leases negotiated between the herein named parties for the property herein described.

441

442 16.2. Tenant will not create nor permit to be created or to remain and will discharge, any lien (including, but not limited to, the liens of mechanics, laborers, contractors,  
 443 subcontractors, labor union assessments/dues or materialmen for work or materials alleged to be done or furnished in connection with the Leased Premises), encumbrance  
 444 or other charge upon the Leased Premises or any part thereof, upon Tenant's leasehold interest therein and Tenant will secure lien waivers satisfactory to the landlord from  
 445 but not limited to mechanics, laborers, contractors, subcontractors, labor union assessments/dues or materialmen for work or materials alleged to be done or furnished in  
 446 connection with the Leased Premises), encumbrance or other charge upon the Leased Premises or any part thereof, upon Tenant's leasehold interest therein

447

448 16.3. Tenant shall have the right to contest, in good faith and by appropriate legal proceedings, the validity or amount of any mechanics, laborers or materialmen's lien or  
 449 claimed lien. In the event of such contest, Tenant shall give to Landlord security as may be demanded by Landlord to insure payment thereof and to prevent any sale,  
 450 foreclosure or forfeiture of the Leased Premises, or any part thereof, by reason of such non-payment. On final determination of such lien or such claim for lien, Tenant will  
 451 immediately pay any judgment rendered, with all proper costs and charges, and shall have such lien released or judgment satisfied at Tenant's expense, and upon payment  
 452 and release or satisfaction, Landlord will promptly return to Tenant such security as Landlord shall have received in connection with such contest. Landlord reserves the  
 453 right to enter the Leased Premises to post and keep posted notices of non-responsibility for any such lien. Tenant will pay, protect and indemnify Landlord within five (5)  
 454 days after demand therefore, from and against all liabilities, losses, claims, damages, costs and expenses, including reasonable attorney's fees, incurred by Landlord by reason  
 455 of the filing of any lien and/or the removal of the same.

456

457 17. CARE OF ROOF. As a part of the tenant's consideration for this lease and for the rent relief the landlord has granted herein to the tenant the tenant agrees to the  
 458 following: Tenant covenants: (i) not to place (or suffer to be placed) any debris or trash on the roof of the building in which the demised premises are located, (ii) not to  
 459 cut into or drive nails or any other type of fastener into or otherwise mutilate said roof, (iii) to keep any gutters and down spouts cleaned and of leaves, needles and other  
 460 debris, (iv) and not to walk on or permit others to walk on the roof.

461

462 18. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS. Tenant agrees: That the Landlord and /or his agent has made no representations, implied or expressed  
 463 , with respect to Federal, State, or Municipal laws, or ordinances applicable to the demised premises or the property of which the demised premises constitutes a part  
 464 (including, without limitation, laws or ordinances relating to zoning or fire walls), and Tenant shall not have the right to terminate this lease, nor be entitled to any abatement  
 465 of rent payable herein or any claim for damages, in the event the demised premises cannot be used by Tenant, in whole or part, for the purposes for which the Tenant intends  
 466 to use the same as herein stated; That Tenant will, at Tenant's expense, promptly comply with and carry out all laws, ordinances, rules, regulations and requirements (including  
 467 zoning) of the federal, state, municipal and county governments, relating to the demised premises and/or the business conducted therein; Tenant shall at all times during the  
 468 term of this lease, any renewals and/or extensions, at the Tenant's cost and expense, perform and comply with all laws, rules, orders, ordinances, regulations and requirements  
 469 now or hereafter enacted or promulgated, of any governmental agency or authority, having jurisdiction over the demised premises, or the buildings, and improvements now  
 470 or hereafter located thereon, or the facilities or equipment therein, or the streets, sidewalks, vaults, vault spaces, curbs, gutters, adjoining the demised premises or the  
 471 appurtenances thereto, or the franchises and privileges connected therewith, whether such laws, rules, orders, ordinances, regulations or requirements so involved shall  
 472 necessitate structural changes, improvements, interference with use and enjoyment of the leased premises, replacements, or repairs, extraordinary as well as ordinary, and  
 473 tenant shall so perform and comply, whether or not such laws, rules, orders, ordinances, and regulations or requirements shall now exist or shall hereafter be enacted or  
 474 promulgated, and whether or not such laws, rules, orders, ordinances, regulations, or requirements can said to be within the present contemplation of the parties hereto - and  
 475 that Tenant will indemnify Landlord against any and all liability for damage to person and property caused by the breach of any covenant or agreement of Tenant contained  
 476 in this lease. Tenant recognizes that the Landlord or Broker or Broker's Agent(s) does not make any representation, express or implied, that the demised premises are zoned  
 477 for the use(s) contemplated by Tenant and expressed in Paragraph 3 of this lease, Tenant being satisfied before executing and delivering this lease that the demised premises  
 478 can be used for such purpose(s), and Tenant shall not have the right to terminate this lease, nor shall Tenant be entitled to any abatement of rent payable under the provisions  
 479 of this lease or any claim for damages, in the event Tenant cannot use the demised premises, in whole or in part, for the purpose(s) for which Tenant intends to use same.

480

481 19. FAILURE TO REPAIR. **Tenant agrees that if Tenant fails to make any repair or to remove any debris as required in this lease, within five (5) days after the**  
 482 **receipt of written notice from Landlord in respect thereto, such may be undertaken by Landlord - without further notice to the tenant, and Tenant agrees to**  
 483 **reimburse Landlord [AS ADDITIONAL RENT] within 10 days for the cost thereof.**

484 20. **CONDITION ON TERMINATION. SURRENDER OF PREMISES:** Tenant will surrender the leased premises, at the expiration or sooner termination of the lease term  
 485 or any renewals or extensions thereof, (at the tenant's cost and expense) broom-cleaned, with all rubbish removed, free of subtenancies, and in good condition and repair  
 486 including those occasioned by normal wear and tear, and as provided by the other terms herein provided. Tenant will deliver all keys to Landlord or his assign. Further,  
 487 Tenant agrees that upon the termination of this lease, to deliver to Landlord the demised premises and all appurtenances thereto, peaceably and quietly, in as good order and  
 488 condition as same now are or may hereafter be put by Landlord or Tenant including those items occasioned by normal wear and tear. Notwithstanding any of the herein stated  
 489 provisions the lease at the termination of this lease the Tenant shall do or cause the following to be done at the tenant's expense at the end of the lease: Must keep utilities  
 490 connected to the end of the lease and provide the same for the check-out inspection; full term of the lease has expired; has given due notice as herein stated; has caused no  
 491 damage(s) (waste) to the property; there are no unpaid rents or late charges; forwarding address is given to the landlord or agent as a notice as herein required; all keys are  
 492 returned to the landlord or agent; the interior and exterior of all cabinets will be clean; drapes are to be dry cleaned and venetian blinds cleaned; cleaned interior and exterior  
 493 surfaces of windows; clean window tracks; clean the exhaust vents/flues and replace air filters on the day of check out; clean all counters tops, sinks, tubs, showers, plumbing  
 494 fixtures and surfaces - mildew free; clean and strip all floors of wax and re wax same; receipted documentation that all carpets were professionally cleaned; no holes, scratches,  
 495 or stickers are permitted on any wall door, or surface; no touch up or spot painting; clean storage areas, and patios; have a professional contractor approved by the agent or  
 496 landlord fully paint any room which has marks or hand-prints on painted surfaces; clean gloves of light fixtures and replace all missing or burned out bulbs; cut and trim  
 497 lawns and hedges - grass is not to be higher than 5 inches; clean garage, carport, and driveway; premises will be professionally exterminated - receipt required; have  
 498 fireplace(s), flues and chimney(s) professionally cleaned - receipt required. Tenant agrees to pay all herein stated refurbishing cost that exceed the security deposit.  
 499

500 21. **IMPROVEMENTS BECOME LANDLORD'S PROPERTY.** Tenant agrees that all additions and improvements and attached equipment installed in or on the demised  
 501 premises by Tenant, including but not limited to, electric wiring, electric fixtures, show window reflectors, screens, screen doors, awnings, awning frames, floor coverings  
 502 (except carpets and rugs), furnaces and air-conditioning machinery and equipment, shall immediately become the property of Landlord and shall not be removed by Tenant  
 503 at the termination of this lease, unless requested to do so by Landlord, in which event Tenant agrees to do so and to repair promptly any damage caused by such removal  
 504 and under the other terms herein stated that relate to repairs by the tenant.  
 505

506 22. **DAMAGE BY FIRE.** It is agreed that no destruction or damage to any building or improvement on the leased premises by fire, windstorm, or any other casualty or  
 507 damage shall not entitle the tenant to surrender the leased property, or to terminate this lease, or to violate any of its provisions, or to cause any rebate or abatement in rent  
 508 then due or thereafter becoming due under the terms hereof. It is further agreed that if the demised premises, or the building or buildings of which the demised premises are  
 509 a part, or any portion thereof, or any improvements now or hereafter constructed thereon or added thereto, shall be damaged by fire or other casualty, so as to render same  
 510 or any portion thereof, untenable, in the opinion of applicable governmental authorities or Landlord, Landlord shall have the right, at any time, within 60 days after said  
 511 fire or casualty, to cancel and terminate this lease, by giving to the Tenant, within said 60 day period written notice of its intention to do so. If this lease is so terminated,  
 512 rent shall abate from the time of such casualty. If the lease is not so terminated, the demised premises shall be restored, with reasonable dispatch, by and at the expense of  
 513 tenant. Tenant is to move all items out as necessary for repairs, within five days of receiving the Landlord's request to do so.  
 514

515 23. **CONDEMNATION.** As a part of the tenant's consideration for this lease and for the rent relief the landlord has granted herein to the tenant the tenant agrees to the  
 516 following: If any portion of the demised premises shall be taken by the exercise of the power of eminent domain (or sold to the holder of such power pursuant to a threatened  
 517 taking) this lease shall terminate upon such taking or when sale is completed. Tenant shall not be entitled to any part of the condemnation award or purchase price and Tenant  
 518 expressly waives any and all rights thereto.  
 519

520 24. **LIABILITY OF LANDLORD.** It is agreed that Landlord shall not be liable or responsible in any way for any injury to persons (including death) or damage to any  
 521 property sustained in or about Premises during the Lease Term, howsoever the same may be caused, unless solely due to Landlord's willful acts.  
 522

523 25.A. **INSURANCE BY TENANT. Prior to any entry upon the Land and/or the Premises by Tenant or the Tenant Parties, Tenant shall obtain, and shall maintain**  
 524 **at all times during the Lease Term.** The insurance the landlord carries covers only the building/premises being rented. The Landlord's insurance does not cover the tenants  
 525 property/belongings against damage or disappearance nor does it cover the tenant for tenant negligence. The tenant, [i] to protect itself, from these sort of calamities [ii]  
 526 to comply with the terms of the lease and these rules and regulations is required to have a tenant's insurance policy to cover [i] these sort of tragedies and [ii] coverages  
 527 required by the lease and these rules and regulations.  
 528

529 25.B. Tenant shall indemnify, defend with counsel satisfactory to Landlord, and hold Landlord and Landlord's agents, representatives, employees, contractors, officers,  
 530 directors, shareholders, parents, subsidiaries, affiliates, tenants, licensees, invitees, successors and assigns harmless from and against any and all damages, liabilities, penalties,  
 531 fines, judgments, losses, injuries (including death), proceedings, suits, actions or causes of action, claims, demands, payments, obligations, encumbrances, costs (including,  
 532 but not limited to, court costs in all tribunals) and expenses (including, but not limited to, the fees and expenses of all attorneys, consultants, laboratories, contractors and  
 533 experts in all tribunals) incurred by or claimed against the indemnified parties, based on, arising out of, or in connection with, in whole or in part, (i) the entry upon the  
 534 Premises and/or the Land, or any portion thereof, by Tenant and/or the Tenant Parties; (ii) any activity, work or things done, permitted, or suffered on or about the Premises  
 535 or Land by Tenant and/or the Tenant Parties, (iii) any breach or default under this Lease by Tenant; and (iv) the acts, omissions, negligence or willful misconduct of Tenant  
 536 and/or the Tenant Parties and to hold Landlord and/ or Broker and their agent(s) harmless from any and all injury or damage to person or property in, on or about the demised  
 537 premises and the entryways, and such portions of the sidewalks, driveways, and delivery areas as adjoin the demised premises, including, without limitation, all costs,  
 538 expenses, claims or suits arising in connection therewith. To that end Tenant will, at all times during the term, at Tenant's own cost and expense, carry with a company or  
 539 companies satisfactory to Landlord and/or Broker, public liability insurance [by whatever name it may be called] on the demised premises (including said entryways,  
 540 sidewalks, driveways and delivery areas) with limits of not less than \$3,000,000 for all damages, including damages for care and loss of services, because of bodily injury  
 541 sustained by one or more persons as the result of any one occurrence, and property damage of \$2,000,000 for each accident, which insurance shall be written or endorsed  
 542 so as to protect Landlord and/ or Broker, and/or their agent(s) (Tenant shall name Landlord and/ or Broker and/or their agent(s) as additional named insured in the Tenant's  
 543 insurance coverage) - the tenant's deductible liability by whatever name it may be called, under the provisions of the insurance policy, shall not exceed \$3,000.00. Said  
 544 policy or policies shall contain a provision insuring landlord/broker/tenant against all liability which landlord/broker/tenant might have under this hold-harmless provision.  
 545 Tenant shall, at Tenant's cost and expense, obtain and at all times during the term hereof maintain in effect, insurance covering (i) the improvements to the premises made  
 546 by or on behalf of the tenant, at tenant's expense, prior to the date of commencement of this lease; (ii) tenant's boilers and machinery, if any; (iii) trade fixtures, furnishings,  
 547 equipment, and inventory, of merchandise located in the premises; and (iv) all alterations, additions, and changes made in accordance with the terms of this lease in or to  
 548 the premises during the term of this lease, as provided herein, at tenant's expense, providing protection to the extent of not less than one-hundred percent [replacement cost]  
 549 (100%) of the insurable value of all said items against any and all perils of what ever nature and kind and by what ever name they shall be called within the classification  
 550 of "fire and extended coverage," together with all other coverages required of the tenant as set forth herein and such coverages shall also included insurance against  
 551 vandalism, malicious mischief under such coverages shall include but not be limited to sprinkler leakage or other sprinkler damage, if sprinklers are installed, including  
 552 use and occupancy and/or business interruption insurance for a period of not less than two years that shall cover all of the overhead and expenses [of what nature or name  
 553 they be called] of the tenant for the period. Tenant hereby waives any and all rights of recovery against the landlord and/ or Broker for any lost occurring to such items on  
 554 account of fire or other casualty, and all policies of insurance required of the tenant herein shall contain appropriate provision(s) recognizing this release by tenant and waiving  
 555 all right of subrogation by insurance carrier. The proceeds of such insurance, so long as this lease - as provided herein - remains in effect, shall be used to repair or replace  
 556 the items so insured in the event of loss on account of fire or other casualty. All insurance required to be maintained by the Tenant shall be effected by validated and  
 557 enforceable policies issued by insurers of recognized responsibility satisfactory to the Landlord and/or Broker. Upon the effective date of this lease, and thereafter not less  
 558 than Fifteen (15) days prior to the expiration dates of the expiring policies theretofore furnished pursuant to this paragraph, originals of the policies for such insurance shall  
 559 be delivered by the Tenant to the Landlord and/ or Broker. Within Fifteen (15) days after the premium on each such policy or contract shall become due and payable in the  
 560 amount thereof determined, such premiums shall be paid by the Tenant and the Landlord and/ or Broker shall be furnished with satisfactory evidence of such payment. Copies  
 561 of all such insurance policies shall be delivered to Landlord and/ or Broker promptly after their issuance.  
 562

563 25.B-1. Tenant shall, at its own cost and expense, comply with all of the rules, regulations and recommendations of the Fire Insurance Rating Organization having jurisdiction  
 564 over the Center or any similar body (individually and collectively the "Body"). Any finding by the Body shall be deemed to be conclusive.  
 565

566 25.B-2. In the event Tenant's occupancy causes any increase of the premium for the property, fire, boiler, and/or casualty rates on the demised premises or Center or any  
 567 part thereof above the rate for the least hazardous type of occupancy legally permitted in the demised premises, the Tenant shall pay the additional premium on the property,  
 568 fire, boiler and/or casualty insurance policies by reason thereof. The Tenant also shall pay, in such event, any additional premiums that shall be rendered by Landlord to  
 569 Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered and the amount thereof shall be deemed to be, and be paid as,  
 570 additional rent.  
 571

572 25.C. In the event of Tenant's failure to provide such insurance as herein required of the tenant, Landlord and/ or Broker may, but shall not be required to, obtain such  
 573 insurance and collect the cost thereof as additional rent herein reserved. For the purposes of this lease and at the option of the Landlord all of the tenant's insurance required  
 574 herein shall be the primary insurance policies (coverages) and the landlord's insurance(s) shall be the secondary coverage (s).  
 575

576 26. **NO SUBROGATION.** Anything in the Lease to the contrary notwithstanding, Tenant hereby waives any and all rights of recovery, claim, action or cause of action against  
 577 the landlord and broker for any loss or damage that may occur to the Premises or any improvements thereto, the strip center to which the premises is a part or any personal  
 578 property of Tenant, arising from any cause that (a) would be insured against under the terms of any insurance required to be carried hereunder; or (b) is insured against under  
 579 the terms of any insurance actually carried, regardless of whether the same is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of such  
 580 claim, including but not limited to the negligence of a party, or such party's agents, officers, employees or contractors. The foregoing waiver shall not apply if it would have  
 581 the effect, but only to the extent of such effect, of invalidating any insurance coverage of Landlord or Tenant. The tenant shall obtain any special endorsements, if any,  
 582 required by its insurers to evidence compliance with the aforementioned waiver. All fire insurance, extended coverage, and policies relating to other casualties, carried by

583 the tenant to this lease covering the demised premises, the strip center and/or the contents thereof, shall expressly waive any right on the part of the tenant and its insurer  
 584 against the landlord and/or Broker and any other party to this lease, which right, to the extent not prohibited or violative of any such policy, is hereby expressly waived.  
 585 The parties to this lease agree that their policies will include such waiver clause or endorsement .

586  
 587 27. OCCUPANCY. If Tenant is unable to obtain possession of the demised premises at the beginning of the term hereof due to any act or condition beyond Landlord's and/  
 588 or Broker's control, such as the failure of the prior tenant to vacate the demised premises, Landlord and/ or Broker shall not be liable for any loss or damage resulting therefrom  
 589 and this lease shall not be affected thereby in any way, except that it will not start until premises are available for occupancy by Tenant; provided, however, that if the demised  
 590 premises are not available for Tenant's occupancy with 90 days after the beginning of the term, Tenant may terminate this lease by giving Landlord and Broker written notice  
 591 thereof within 10 days after the lapse of said 90 day period.  
 592

593 28. NO WAIVERS. NO WAIVER BY LANDLORD. No delay or forbearance by Landlord in exercising any right or remedy hereunder, or Landlord's undertaking or performing  
 594 any act or matter which is not expressly required to be undertaken by Landlord, shall be construed, respectively, to be a waiver of Landlord's rights or to represent any  
 595 agreement by Landlord to undertake or perform such act or matter thereafter. Waiver by Landlord of any breach or default by Tenant of any covenant or condition herein  
 596 contained (which waiver shall be effective only if so expressed in writing by Landlord) or failure by Landlord to exercise any right or remedy in respect of any such breach  
 597 shall not constitute a waiver or relinquishment for the future of Landlord's rights arising because of any such breach or any subsequent breach of any such covenant or  
 598 condition, nor bar any right or remedy of Landlord in respect of such breach or any subsequent breach. Landlord's receipt and acceptance of payment from Tenant which  
 599 is tendered not in conformity with the provisions of this Lease or following a default of Tenant under this Lease (regardless of any endorsement or notation on any check  
 600 or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or waiver of the right of Landlord to recover any payments then  
 601 owing by Tenant which are not paid in full, or act as a bar to the termination of this Lease and the recovery of the Premises because of Tenant's previous default. Parties agree  
 602 that any failure of either to insist upon strict observance of any covenant, provision or condition of this lease in any one or more instances shall not constitute or be deemed  
 603 a waiver, at that time or thereafter, of such or any other covenant, provision or condition of this lease The provisions of this Paragraph shall survive any expiration or  
 604 termination of this Lease.  
 605

606 29. ENTRY BY LANDLORD AND CONTROL OF COMMON AREAS. Tenant agrees that Landlord and/ or Broker or their agent(s), employees, and/or independent  
 607 contractors during regular business hours may, from time to time, enter to: (i) view the demised premises and to show the same to prospective buyers or tenants, (ii) make  
 608 repairs, alterations and improvements in and to the demised premises and in and to any portion of property of which the demised premises are a part or which adjoin the same,  
 609 - in case of emergency in Landlord's and/ or Broker's opinion, and for that purpose Landlord and/ or Broker, and Landlord's and/ or Broker's employees, agents, and  
 610 independent contractors, may enter the demised premises, and move furniture, showcases, floor coverings and fixtures as may be necessary, without liability for damages  
 611 resulting therefrom; but nothing herein contained shall be construed to require Landlord and/ or Broker to make any repairs, alterations or improvements. Tenant will furnish  
 612 landlord and/ or Broker and their agent(s) with operating copies of all keys and/or combinations to locks replaced or installed to all internal and external entryways, doors,  
 613 or anything installed or affixed to the premises that requires the same. It is further agreed that the Landlord shall have the sole and exclusive control of the Common Area(s).  
 614 Landlord's rights shall include, but not be limited to, the right to (i) restrain the use of the Common Area(s) by unauthorized persons; (ii) utilize from time to time any portion  
 615 of the Common Area(s) for promotional, entertainment and related matters; (iii) place permanent or temporary kiosks, displays, carts and stands in the Common Area(s) and  
 616 to lease same to tenants; (iv) temporarily close any portion of the Common Area(s) for repairs, improvements or alterations, to discourage non-customer use, to prevent  
 617 dedication or an easement by prescription, or for any other reason deemed sufficient in Landlord's judgment; and (v) change the shape and size of the Common Area(s), add,  
 618 eliminate or change the location of improvements to the Common Area(s), including, without limitation, buildings, lighting, parking Area(s), roadways and curb cuts, and  
 619 construct buildings on the Common Area(s). Landlord may determine the nature, size and extent of the Common Area(s) and whether portions of the same shall be surface,  
 620 underground or multiple-deck; as well as make changes to the Common Area(s) from time to time which in Landlord's opinion are deemed desirable for the premises.  
 621

622 29.A. Landlord hereby reserves the right at any time to make alterations or additions to and/or to build additional stores on the building in which the demises premises are  
 623 contained and to building adjoining the same. Landlord also reserves the right to construct other buildings or improvements in the Center from time to time and to make  
 624 alterations thereof or additions thereto and to build additional stores on any such building or buildings and to build adjoining same.  
 625

626 29.B. Landlord states, and Tenant acknowledges, that from time to time circumstances may arise under which it would be beneficial to the Center to relocate one or more  
 627 Tenants within the Center. The parties hereto do all agree that Landlord shall and does reserve the right at Landlord's sole discretion to relocate Tenant to premises within  
 628 the Center.  
 629

630 30. NO PAROL REPRESENTATIONS. Tenant hereby declares that no representation(s) - expressed or implied - publicly and/or privately - has been made to Tenant:  
 631 (i) concerning any other item not contained in this lease or shown in item 39 herein; (ii) the condition of the demised premises, (iii) Tenant has inspected and examined the  
 632 demised premises and is renting the same in reliance upon Tenant's own knowledge and information, and (iv) Tenant has been informed that Landlord and/or Broker is not  
 633 obligated to make any repairs to the demised premises during the term, except such, if any, as are specified in this lease, and (v) no negotiations respecting any item, including  
 634 repairs, such as talking about that/any item or repair(s) or securing estimates for such repair(s), shall in any way obligate the Landlord and/or Broker to that item or  
 635 repair(s) discussed, nor shall the Landlord and/or Broker be held liable for any damage(s) for failure to make the same unless obligated to do so by the terms herein set forth.  
 636

637 31. NO PAROLE CHANGES. It is agreed that no change shall be made in this lease, except by a writing signed by the parties hereto, setting forth the terms of the agreed  
 638 modification.  
 639

640 32. FOR RENT, FOR SALE AND MANAGEMENT SIGNS. It is agreed that Landlord and/ or Broker and/or their agent(s) shall have the right to put and maintain "FOR  
 641 RENT" and "FOR SALE" signs in the display windows and on other portions of the demised premises, in conspicuous places, during the period of 6 months preceding the  
 642 end of the term. At all times during the term of this lease the Landlord's agent(s) can place and maintain leasing and/or management agent signs on portions of the demised  
 643 premises, in conspicuous places.  
 644

645 33. NOTICE. Notices required herein to be served on the Landlord and/or Broker shall be given in English by registered or certified mail, return receipt requested, and shall  
 646 be deemed given when the notice is signed for by the Landlord or the Broker/Agent. All rents shall be paid and given to: Competition Realty LLC, 5368 Providence Road,  
 647 Virginia Beach, Virginia 23464. and/or to:

649

650 and all notices to Landlord and broker shall be given to: Competition Realty LLC, 5368 Providence Road, Virginia Beach, Virginia 23464. and/or to:

652

653 Landlord or Broker/Agent may change the place designated for the giving of such notice by written notice duly and timely given to the Tenant. **Notices to be given to Tenant**  
 654 as herein required shall be in English and *may be given by [i] hand or [ii] by mailing said notice to Tenant (a) by registered or certified mail, or any other United States Postal*  
 655 *Service [USPS], return receipt requested mail service or (b) USPS proof of mailing such as USPS Certificate of Mailing - Form 3817 or other such form (c) or USPS ANY*  
 656 *Delivery Confirmation Service. Said notice to the Tenant is to be given at the demised property. The notice mailed to Tenant is deemed to be given when the notice/letter*  
 657 *is hand delivered or deposited in the mail, postage prepaid. The requirement of notice to the Tenant shall not be applicable to notices of material non-compliance of whatever*  
 658 *nature - such as but not limited to pay or quit notices, civil warrants and related documents, or similar documents required by law to be served by judicial or similar officers*  
 659 *or others authorized by this lease or law.*  
 660

661 34. HEIRS AND EXECUTORS BOUND. All the provisions, conditions and agreements of this lease shall be binding upon and inure to the benefit of the heirs, executors,  
 662 administrators, successors and assigns of Landlord and Tenant and the Tenant's sublets.  
 663

664 35. MARGINAL HEADINGS. The headings appearing on this lease are intended only for convenience of reference, and are not to be considered in construing this  
 665 instrument.  
 666

667 36. Tenant(s) and/or their agent(s) which are a party to this lease:  
 668 A. Authorize Landlord and/or Broker or their agent(s) to make credit and reference inquires deemed necessary by them during the term of this lease and any  
 669 extension thereof.  
 670

671 B. Authorize the release of information sought and/or contained on their offer to lease and/or by such inquiries.  
 672

673 C. Will update (when requested to do so by the Landlord and/or the Broker or their agent(s)) the tenant's offer to lease and the credit information contained  
 674 therein - It is understood that an investigative consumer and/or commercial report may be prepared whereby information is obtained through personal interviews with  
 675 neighbors, friends, business associates, or others with whom Tenant(s) and/or their agent(s) which are a party to this lease are acquainted. This inquiry includes information  
 676 as to character, general reputation, personal characteristics and mode of living and conducting business of the Tenant(s) and/or their agent(s) which are a party to this leases.  
 677 Tenant(s) and/or their agent(s) which are a party to this leases have the right to make a written request as permitted by law, within a reasonable period of time to receive  
 678 additional, detailed information about the nature and scope of this investigation.  
 679

678 37.A. AGENCY DISCLOSURE: The Parties confirm that in connection with the transaction contemplated by this lease Competition Realty LLC, 5368 Providence  
 679 Road, P.O. BOX 65002, VIRGINIA BEACH, VA 23467-5002, the leasing Broker and its Broker(s)/Agent(s), have acted on behalf of the Landlord and as the Landlord's  
 680 Agent and in appropriate circumstances, the Broker is a third party beneficiary to this lease. The Parties also confirm, with respect to their own representation, that disclosure  
 681 of the agency relationships described herein was made in writing at the time specific real estate assistance was provided by the Broker and their salespeople. The broker/agent  
 682 [is] [is not] related to the landlord/owner and/or [does] [does not] have an interest in the property.

683 37.B The Broker may, as provided in Virginia Code, (i) recover rent or possession § 55-246.1, (ii) prepare contracts §54.1-2101.1 (iii) provide management services for the  
 684 Premises in such manner as Agent determines is appropriate, including [§ 1-218]  
 685 a. placing signs on the Premises;  
 686 b. place a lockbox on the Premises and show the Premises to prospective and actual tenants ("Tenants");  
 687 c. sign, renew, terminate, and/or cancel leases and tenancies on general terms and conditions approved by Owner and on such form of lease as Agent  
 688 determines is appropriate;  
 689 d. enforce lease provisions and collect rents and other amounts due from Tenants and recover possession of the Premises in the Broker's name;  
 690 e. sign and serve in the name of Owner or Broker notices and institute and prosecute actions against Tenants;  
 691 f. in Agent's discretion, settle, compromise and release claims and actions or reinstate tenancies;  
 692 g. recommend to Owner, for Owner's approval, a schedule of rents and fees to Tenants;  
 693 h. handle and resolve complaints of Tenants; and  
 694 i. enter into such contracts regarding the Premises as Agent deems appropriate, including obtaining utility service and hiring employees and contractual  
 695 labor for Owner, it being agreed that any employees shall be employees of Owner.

696 Nothing in this Agreement shall require Agent to take any action which would constitute the practice of law or accounting. . Agent may engage, on behalf of Owner, the  
 697 service of such attorneys, accountants, and other professionals as Agent deems appropriate. Agent may engage and/or compensate subagents and agents representing Tenants  
 698 in connection with leasing the Premises.  
 699

700 37.C. Tenant(s) and Landlord agree that the Broker/Agent, as herein described - (individually, company, firm, jointly and severally) - shall not be liable to the Tenant(s)  
 701 or Landlord in any way hereunder, including lack of authority to act as the Landlord's Agent with any and all such liability being quit claimed and waived by the Tenant(s)  
 702 and Landlord except for Agent's wilful misfeasance.  
 703

704 38. RULES AND REGULATIONS. The Landlord reserves the right from time to time to create, add, amend or supplement Rules and Regulations governing the use  
 705 of the Premises by Tenant and the Tenant's invitees [by what ever name they are called]. Tenant and tenant invitees will comply with the same including and not limited  
 706 to regulations governing the Parking Area and/or the Roads, as provided herein. Tenant and the Tenant invitees shall comply with such rules and regulations, which shall  
 707 be deemed to be a part of this Lease as if fully set forth herein - **The Landlord's Rules and Regulations are to be made an addendum to this lease.**  
 708

709 39. EXECUTION. This agreement shall become effective when it is signed by Landlord(or the agent acting on behalf of the Landlord) and the Broker. All words  
 710 in the singular number or masculine gender used in this agreement shall be construed whenever required, to mean the plural number or feminine gender, and all necessary  
 711 grammatical changes shall be deemed made. If any provision of this lease, its addendums, or any other document related thereto shall be in conflict with any law that provision  
 712 shall be deleted from this lease and the remainder of this lease, its addendums, or any other document related thereto shall remain in full force and affect. The lease as herein  
 713 referenced, the documents referenced to therein, and the items given in item 39 herein are the only items that are to be considered in the administration of the rights of the  
 714 leasehold estate given by this lease and no other document, by what ever name it be called, shall have any controlling effect over the leasehold estate granted by this lease.  
 715 The parties hereto further agree that this document consisting of 12 pages, the tenant's offer to lease, the Landlord's Rules and Regulations and the other documents herein  
 716 referenced are/is the final expression of their agreement(s) and is a complete and exclusive written declaration of all their intents **and are to be made an addendum to this**  
 717 **lease** and no representations, understandings or agreements whether oral or written have been made or relied upon in the making of this agreement other than those  
 718 specifically set forth herein. This lease is intended - by the parties to the same - to be the final expression of their agreements and negotiations for this lease. Below are listed  
 719 all other addendums, or any other document(s) related to this lease considered to be in effect at the signing of this lease and that are to be made a part of this lease:

Item No	Number of Pages	Description of Item	Initials of Parties
720 a.			
721 b.			
722 c.			
723			

724  
 725 40.A. AGENT COMMISSIONS. In consideration of the services of the Landlord's agent(s) procuring this lease and as a covenant running with the land to the end of time,  
 726 the **Landlord Tenant** agrees to pay the agent(s) a fee equal to \_\_\_\_\_% of all rent due during [i] the initial term of this lease , and [ii] all renewals or extension thereof  
 727 by whatever name they are called or during the initial and all renewals, or extended terms of any new lease of the property, or any part thereof, or any other premises in the  
 728 building of which the property is a part leased in addition to, or in substitution for the property, between the landlord, its successors or assigns, and the tenant (or any officer,  
 729 director, or partner of Tenant, if Tenant is a Corporation, partnership or limited liability company ) may have an interest as a shareholder, partner, beneficial owner, lender  
 730 of money or otherwise, that no sale, transfer, assignment, cancellation or release of this lease, the property, or the building of which the property is a part shall affect the  
 731 agent(s) right to receive the fees as set forth herein and that the agent(s) is hereby granted a lien on the property(if the fee is being paid by the landlord), and the building of  
 732 which the property is a part to secure payment of the fees due are herein sated or as provided in the agent(s)' management agreement with the Landlord. The provisions of  
 733 this paragraph 40.A shall survive any termination or expiration of this lease and/or renewals or extensions of this lease Unless otherwise agreed by Landlord and agent  
 734 in writing the agent shall use his best efforts to collect rents on behalf of the Landlord and promptly remit such rent as collected to the landlord less the amount herein stated  
 735 to be due the agent as the agent's fee. In the event of default by the Landlord in the terms of the fee arrangements herein stated or if this lease is terminated by Tenant by  
 736 reasons default by Landlord and/or tenant , then the fee which would have been earned by the agent during the remainder of this lease shall be immediately due and payable  
 737 by landlord and or tenant (as may be applicable) to the Agent.  
 738

739 40.A.1. Agent Fees/Commissions are due to the agent simultaneously with the rent payments .  
 740

741 40.B. In consideration of the negotiation of this lease and the handling and/or management of the property by the agent the Landlord agrees to pay the Agent/Broker a fee  
 742 of twelve percent of the sales price of the property if during the term or any additional term of this lease as herein described, or within one hundred eighty days after the  
 743 expiration of this lease as herein provided the landlord sells the property to the tenant as herein described or exchanges it with the tenant as herein described for other property  
 744 of any kind and wherever located.  
 745

746 40.C. Tenant expressly acknowledges and agrees that each covenant and obligation of Tenant under the terms herein/hereof is independent of any covenant or obligation  
 747 of the Landlord under the terms hereof/herein. Further, Tenant expressly waives , relinquishes and surrenders (i) any right to terminate this lease on account of any default  
 748 of Landlord herein/hereunder and (ii) any claim of constructive eviction resulting from any dispute relating to Tenant's payment of rent or additional rent herein/hereunder.  
 749

750 41.A. SUBORDINATION; RIGHTS OF MORTGAGEE: This Lease shall be subject and subordinate at all times to the lien of any mortgages now or hereafter placed upon  
 751 the Premises and/or the Project, or any portion thereof, and to all renewals, modifications, consolidations, replacements, amendments and extensions thereof, without the  
 752 necessity of any further instrument or act on the part of Tenant to effectuate such subordination. Tenant further agrees to execute and deliver within ten (10) days after request  
 753 therefor such further instrument or instruments evidencing such subordination of this Lease to the lien of any such mortgage and such further instrument or instruments of  
 754 attornment as shall be desired by any mortgagee or proposed mortgagee or by any other person. Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact  
 755 to execute and deliver any such instruments on behalf of Tenant, if Tenant fails or refuses to execute or deliver same as required hereby. Notwithstanding the foregoing, any  
 756 mortgagee may at any time subordinate its mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior  
 757 to such mortgage without regard to their respective dates of execution and delivery and in that event such mortgagee shall have the same rights with respect to this Lease  
 758 as though it had been executed prior to the execution and delivery of the mortgage. Upon written request of Tenant, Landlord shall use commercially reasonable efforts to  
 759 obtain and deliver to Tenant a subordination, attornment and non-disturbance agreement ("Non-disturbance Agreement") from each of Landlord's mortgagees, on each such  
 760 mortgagee's standard form, which shall provide, inter alia, that the leasehold estate granted to Tenant under this Lease will not be terminated or disturbed by reason of the  
 761 foreclosure of the mortgage held by Landlord's mortgagee, so long as Tenant shall not be in default under this Lease and shall pay all sums due under this Lease without offsets  
 762 or defenses thereto and shall fully perform and comply with all of the terms, covenants and conditions of this Lease on the part of Tenant to be performed and/or complied  
 763 with. In the event such mortgagee or its respective successor or assigns or any purchaser at any foreclosure under such mortgage or grantee of any deed in lieu of foreclosure  
 764 shall become possessed of the Premises covered by this Lease, Tenant shall attorn to such person or entity as its landlord under this Lease and, upon the request of such person  
 765 or entity, Tenant shall execute and deliver an attornment agreement in favor of the successor landlord.  
 766

767 41.B. In the event Landlord shall be or is alleged to be in default of any of its obligations owing to Tenant under this Lease, Tenant agrees to give to the holder of any  
 768 mortgage (collectively the "Mortgagee") now or hereafter placed upon the Premises or the Project, or any portion thereof, notice by overnight mail of any such default which  
 769 Tenant shall have served upon Landlord, provided that prior thereto Tenant has been notified in writing (by way of a notice of assignment of rents and/or leases or otherwise  
 770 in writing to Tenant) of the name and addresses of any such Mortgagee. Tenant shall not be entitled to exercise any right or remedy as there may be because of any default  
 771 by Landlord without having given such notice to the Mortgagee; and Tenant further agrees that if Landlord shall fail to cure such default the Mortgagee shall have forty-five  
 772 (45) additional days (measured from the later of the date on which the default should have been cured by Landlord or the Mortgagee's receipt of such notice from Tenant),  
 773 within which to cure such default, provided that if such default be such that the same could not be cured within such period and Mortgagee is diligently pursuing the remedies  
 774 necessary to effectuate the cure (including but not limited to foreclosure proceedings if necessary to effectuate the cure); then Tenant shall not exercise any right or remedy  
 775 as there may be arising because of Landlord's default, including but not limited to, termination of this Lease as may be expressly provided for herein or available to Tenant  
 776 as a matter of law, if the Mortgagee either has cured the default within such time periods, or as the case may be, has initiated the cure of same within such period and is  
 777 diligently pursuing the cure of same as aforesaid.  
 778



779 41.C. For purposes of this Lease, "mortgage" shall mean any mortgage, deed of trust or similar instrument and "mortgagee" shall mean the beneficiary under any mortgage.  
780

781 42. WAIVER OF TRIAL BY JURY. TENANT WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED  
782 TO, THE SUBJECT MATTER OF THIS LEASE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY TENANT AND TENANT  
783 ACKNOWLEDGES THAT NEITHER LANDLORD NOR ANY PERSON ACTING ON BEHALF OF LANDLORD HAS MADE ANY REPRESENTATIONS OF FACT  
784 TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. TENANT FURTHER ACKNOWLEDGES THAT IT  
785 HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS LEASE AND IN THE MAKING OF THIS  
786 WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS  
787 WAIVER WITH COUNSEL. TENANT FURTHER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF  
788 THIS WAIVER PROVISION AND AS EVIDENCE OF SAME HAS EXECUTED THIS LEASE.  
789

790 42.A. The Landlord and Broker hold and the Tenant agrees that the Landlord, its principals, members, successors or assigns, the Broker, its agents or their successors or  
791 assigns or the landlord's or Broker's successors in interest shall not be subject to personal liability in respect to any of the covenants or conditions of the Lease. Tenant hereby  
792 agrees that it will not bring or maintain any action or suit for judgment against the assets of the Landlord or Broker or against the successors or assigns of Landlord or any  
793 of them; the right to bring or maintain any such action or suit for personal judgment against the assets of the successor or assigns, or any of them, is hereby expressly waived.  
794

795 43. CONSENT TO JURISDICTION. Tenant hereby consents to the exclusive jurisdiction of the state courts located in the jurisdiction where the Premises are located and  
796 to the federal courts located in the Eastern District of Virginia.  
797

798 44. NO PRESUMPTION AGAINST DRAFTER. Landlord and Tenant understand, agree, and acknowledge that: (i) this Lease has been freely negotiated by both parties  
799 [and solely contains and expresses the benefits of their bargain]; and (ii) that, in the event of any controversy, dispute, or contest over the meaning, interpretation, validity,  
800 or enforceability of this Lease, or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of  
801 that party having drafted this Lease or any portion thereof.  
802

803 45. ESTOPPEL CERTIFICATE. Tenant agrees at any time and from time to time, within ten (10) days after Landlord's written request, to execute, acknowledge and deliver  
804 to Landlord a written instrument in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that it is in full  
805 force and effect as modified and stating the modifications), and the dates to which Base Rent, additional rent, and other charges have been paid in advance, if any, and stating  
806 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  
807 each such defaults of which Tenant may have knowledge. It is intended that any such certification and statement delivered pursuant to this Paragraph 43 may be relied upon  
808 by any prospective purchaser of the Premises or the Project or any portion thereof or any mortgagee thereof or any assignee of Landlord's interest in this Lease or of any  
809 mortgage upon the fee of the Premises or the Project or any part thereof. Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact to execute and deliver  
810 any such instruments on behalf of Tenant, if Tenant fails or refuses to execute or deliver same as required hereby  
811

812 46.A. CONSTRUCTION LIENS. Tenant shall not suffer or permit any contractor's, subcontractor's or supplier's lien (a "Construction Lien") to be filed against the Premises  
813 or any part thereof by reason of work, labor services or materials supplied or claimed to have been supplied to Tenant; and if any Construction Lien shall at any time be filed  
814 against the Premises or any part thereof, then Tenant, within ten (10) days after notice of the filing thereof, shall cause it to be discharged of record by payment, deposit, bond,  
815 order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such Construction Lien to be discharged within the period aforesaid, then in addition to  
816 any other right or remedy, Landlord may, but shall not be obligated to, discharge it either by paying the amount claimed to be due or by procuring the discharge of such lien  
817 by deposit or by bonding proceedings. Any amount so paid by Landlord, plus all of Landlord's costs and expenses associated therewith (including, without limitation,  
818 attorneys fees and court costs in all tribunals), shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand with  
819 interest from the date of advance by Landlord at the lesser of (i) the rate of fifteen percent (15%) per annum or (ii) the greatest interest rate allowed by law.  
820

821 46.B. Nothing in this Lease, or in any consent to the making of alterations or improvements shall be deemed or construed in any way as constituting authorization by Landlord  
822 for the making of any alterations or additions by Tenant within the meaning of Section 43-3 of the Code of Virginia or any amendment thereof, or constituting a request by  
823 Landlord, express or implied, to any contractor, subcontractor or supplier for the performance of any labor or the furnishing of any materials for the use or benefit of Landlord.  
824

825 47.A. The following Virginia Code Sections shall apply to this lease and all other documents relating to this lease by whatever name those documents are called:  
826 Title 1 General Provisions  
827 Chap. 2.1 Common Law and Rules of Construction, § 1-200 — 1-257  
828 Art. 1 Common Law and Acts of Parliament, §§ 1-200 — 1-201  
829 [i] § 1-200. The common law. — The common law of England, insofar as it is not repugnant to the principles of the Bill of Rights and Constitution of this Commonwealth,  
830 shall continue in full force within the same, and be the rule of decision, except as altered by the General Assembly. (Code 1919, § 2, § 1-10; 2005, c. 839.)  
831

832 [ii] § 1-201. Acts of Parliament. — The right and benefit of all writs, remedial and judicial, given by any statute or act of Parliament, made in aid of the common law prior  
833 to the fourth year of the reign of James the First, of a general nature, not local to England, shall still be saved, insofar as the same are consistent with the Bill of Rights and  
834 Constitution of this Commonwealth and the Acts of Assembly. (Code 1919, § 3, § 1-11; 2005, c. 839.)  
835

836 [iii] All other Virginia Code Sections in effect and as they are written at the time of the execution of this lease by the Landlord and that are  
837 not [a] explicitly excluded by this lease or in conflict with the terms of the lease or any supplemental lease document.  
838

839 47.A.1. For the purpose of determining the intentions of the parties to (a) this lease and (b) the landlord's rules and regulations (c) and all other documents relating to this lease  
840 by whatever name they are called with regards to the applications of the common law as it applies to the lease and the landlord's rules and regulations BLACKSTONE'S  
841 COMMENTARIES: WITH NOTES OF REFERENCE, TO THE CONSTITUTION AND LAWS, OF THE FEDERAL GOVERNMENT OF THE UNITED STATES; AND  
842 OF THE COMMONWEALTH OF VIRGINIA. IN FIVE VOLUMES. WITH AN APPENDIX TO EACH VOLUME, CONTAINING SHORT TRACTS UPON SUCH  
843 SUBJECTS AS APPEARED NECESSARY TO FORM A CONNECTED VIEW OF THE LAWS OF VIRGINIA, AS A MEMBER OF THE FEDERAL UNION. BY ST.  
844 GEORGE TUCKER, PROFESSOR OF LAW, IN THE UNIVERSITY OF WILLIAM AND MARY, AND ONE OF THE JUDGES OF THE GENERAL COURT IN  
845 VIRGINIA. PHILADELPHIA: PUBLISHED BY WILLIAM YOUNG BIRCH, AND ABRAHAM SMALL, NO. 17, SOUTH SECOND-STREET. ROBERT CARR,  
846 PRINTER. 1803. (Blackstone's) a/k/a American Blackstone shall, as applicable, be the principle guide in determining the benchmarks for such interpretations of the common  
847 law insofar as Blackstone's is not repugnant to the principles of the Bill of Rights and Constitution of this Commonwealth and Blackstone's shall be the rule of decision,  
848 except as may be altered herein or by the General Assembly of Virginia. American Blackstone may be referenced herein and hereafter in this lease and all other documents  
849 relating to this lease by whatever name those documents are called as BL.  
850

851 47.B. The Following Virginia Code section does not and shall not apply to this lease:  
852 Title 55 Property and Conveyances  
853 Chap. 13.2 Virginia Residential Landlord and Tenant Act  
854 § 55-248.2 — 55-248.40  
855

856 This written instrument expresses the entire agreement, and all promises, covenants, and warranties between the Landlord, Tenants and all other parties herein named. This  
857 written instrument can only be changed by a subsequent written instrument (Addendum) signed by the parties. The parties to this agreement hereby acknowledge that they  
858 have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. This Contract may be signed  
859 in one or more counterparts, each of which, including copies, shall be deemed to be an original and all of which together shall constitute one and the same document.  
860 Facsimile documents and signatures shall not be deemed original documents and signatures. Electronic signature rules shall not apply to this contract / lease.  
861

862 Nothing more is agreed to other than what is herein contained.  
863

864 IN WITNESS WHEREOF each party hereto has caused this lease to be executed in his name and; each individual party hereto has hereunto set his hand and seal. ATTEST:

866	TENANT, Personally, Individually, and Guarantor
868	TENANT, Personally, Individually, and Guarantor
870	TENANT, Personally, Individually, and Guarantor
872	TENANT, Personally, Individually, and Guarantor
874	LANDLORD or ATTORNEY-IN-FACT
875	BROKER/AGENT

876 THE UNDERSIGNED, for valuable consideration, the receipt whereof is hereby acknowledged, and in further consideration of the execution and delivery of the within  
877 lease by Landlord at the request of the undersigned, which request is hereby made, hereby jointly and severally guarantee the prompt and faithful performance by Tenant  
878 of all agreements, covenants and obligations of Tenant in said lease contained; and the undersigned hereby covenant and agree that, in the event of Tenant's default or defaults,  
879 the undersigned will, upon Landlord's demand, at one time or from time to time as such demand may be made, perform and fulfill any and all agreements, covenants and  
880 obligations of Tenant in said lease contained.

881  
882 The undersigned hereby waive any and all notice of default on the part of Tenant: waive exhausting of recourse against Tenant; waive the benefit of homestead exemptions;  
883 and consent to any assignment of this lease and to any sub-lease of the demised premises, in whole or in part, that Tenant or his assignees or sublessee may make.

884  
885 WITNESS the following signatures and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
886 \_\_\_\_\_ (SEAL)  
887 \_\_\_\_\_ (SEAL)  
888 \_\_\_\_\_ (SEAL)  
889 \_\_\_\_\_ (SEAL)  
890 \_\_\_\_\_ (SEAL)  
891 \_\_\_\_\_ (SEAL)  
892 \_\_\_\_\_ (SEAL)  
893 \_\_\_\_\_ (SEAL)

894 IN WITNESS WHEREOF each corporate party hereto has caused this lease to be executed in its name and behalf by its President, or one of its Vice Presidents, and its  
895 corporate seal to be affixed and attested by its Secretary, or Assistant Secretary; each individual party hereto has hereunto set his hand and seal; and each partnership  
896 party hereto has caused this lease to be executed in its name and behalf by at least one of its general partners.

897 ATTEST:  
898 \_\_\_\_\_  
899 \_\_\_\_\_ TENANT  
900 \_\_\_\_\_ By(SEAL) \_\_\_\_\_ Title

901  
902 TENANT'S ACKNOWLEDGMENT:  
903  
904 STATE OF VIRGINIA CITY OF \_\_\_\_\_ to-wit:  
905 I, \_\_\_\_\_, a Notary Public in and for the City and State aforesaid, whose Commission expire  
906 \_\_\_\_\_, do certify that \_\_\_\_\_ and \_\_\_\_\_  
907 \_\_\_\_\_  
908 \_\_\_\_\_  
909 President and Secretary, respectively, of \_\_\_\_\_, whose names are signed to the foregoing  
910 writing  
911 bearing date of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, have acknowledged the same before me in my City aforesaid.  
912  
913 Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
914  
915 \_\_\_\_\_  
916 \_\_\_\_\_ Notary Public  
917

918  
919 LANDLORD'S ACKNOWLEDGMENT:  
920  
921 STATE OF VIRGINIA CITY OF \_\_\_\_\_, to-wit:  
922  
923 I, \_\_\_\_\_ a Notary Public in and for the City and State aforesaid, whose  
924 Commission expires \_\_\_\_\_, do certify that: \_\_\_\_\_  
925  
926 whose name is signed to the foregoing writing bearing date of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, have acknowledged the same before me in my City aforesaid.  
927  
928 Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
929  
930 \_\_\_\_\_  
931 \_\_\_\_\_ Notary Public



