



# COMPETITION REALTY

## Landlord's Rules and Regulations

1	<i>For Lease Dated</i>	
2	<i>for Real Estate Located at</i>	
3	<i>Landlord</i>	
4	<i>Tenant(s)</i>	

5  
6 As authorised in section 38 of the lease the ensuing rules and regulation effect the terms of the lease.

7  
8 1.(A)a. These rules and regulations are provided to the tenant to assist the tenant in understanding the lease terms and the tenant's and landlord's duties under the terms of the  
9 lease and are provided for by reference in the lease. Where in these rules and regulations may be in conflict with the lease terms [the lease] [these rules and regulations] shall be  
10 the governing terms of the lease.

11  
12 1(A).b. **In all situations/conditions where landlord's approval and/or permission is required approval and/or permission shall be deemed to have ben given only**  
13 **when the landlord or the landlord's agent has given the approval and/or permission in writing** Tenant is (i)not to act without the Landlord's written approval on particular  
14 occasions [as provided in the lease and these rules and regulations] - pay all monies as provided in the lease and herein (iii) not to cause waste to the lease or these rules and  
15 regulations (iv) not terminate the lease prior to the end of its natural term (for any reason whatsoever by the tenant)(v) the tenant is not leasing space or buying real estate and/or  
16 operating a like business within five miles of the leased property with in the rental term [time] as provided in the lease nor with in a two year period following the expiration of  
17 the lease, the tenant shall receive a special discounted term rental (rent relief). (Should the lease be terminated prior to its natural term and/or any of it provisions violated by the  
18 tenant all prior rent relief shall thereupon become immediately owing and due). The discounted term rental is provided for in the lease - this discounted amount shall be increased  
19 to the original non- discounted ( non rent relief - initial term rental ) cumulative term rentals as provided in the lease and under the conditions herein described or under the terms  
20 of the lease. The discount rate (rent relief)is hereby acknowledged to be 60% and is personal to the tenant(s) and (i)any assignment of the lease (ii)and/or the filing of a bankruptcy  
21 proceeding by the tenant(s) (iii) and/or any tenant violation of the terms herein will immediately render the rent relief(discount) null and void.

22 (B) The Tenant, its customers, guests, and invitees shall have the right in common to use [an at will revokable license] the parking area as it now exists in front of the demised  
23 premises / and all common facilities not within the lease premises (see exhibit A attached hereto and made a part of these rules and regulations) [ the tenant shall have ingress and  
24 egress over and upon said parking and common areas - an at will revokable license] with that of the other tenants, their customers, guests, and invitees [subject to the other  
25 provisions of the lease and these rules and regulations - and if the amount of said area be diminished, landlord shall not be subject to any liability nor shall the tenant be entitled  
26 to any compensation or diminution or abatement of rent, nor shall diminution of such areas be deemed constructive or actual eviction. The Tenant, its customers, guests, and invitees  
27 shall have the right in common to use [a non-exclusive at-will-revokable license] the common and parking areas as it now exists in front of the demised premises and all common  
28 and parking facilities and areas not within the lease premises and as a consideration for this non exclusive right to use any parking facilities/lots/areas, roads, driveways and  
29 common areas subject to this lease **the tenant shall pay for the upkeep and repairs of these areas - Cost to the tenant for the repairs and upkeep shall be computed in**  
30 **the same manner as the other expenses as set forth in [i] section 3.A herein and [ii] other applicable sections of the lease and [iii ]the Landlord's Rules and Regulations**  
31 (C) Except as otherwise provided in the lease Tenant has inspected and agrees that the premises is in fit condition and has no waste(s), damage(s), blemish(es), or non-working  
32 improvements and all permanent building installations, systems, utilities, and mechanical equipment, including, without limitation, heating, air conditioning, and plumbing (all  
33 of the foregoing being herein called the Systems and Mechanical Equipment), are in working condition except for such damages or exceptions as have been itemized and initialed  
34 individual on the margins of the lease.

35 (D) The tenant accepts the premises and surrounding land areas as it exists at the date of the signing of the lease and agrees to keep the same in a clean/sanitary and safe condition  
36 and not store/discard any toxins, corrosives, flammables, explosives or hazardous material and remove the same along with any trash or debris from the herein described property  
37 at the Tenants expense and any improvement(s) made by the Landlord shall be at the Landlord's discretion without any obligation to do so.

38 (D.1.) Smoking and the use of tobacco products, illegal drugs, or drugs being used illegally is not permitted on the premises, or common areas.

39 (E) In all situations/conditions where landlord's approval is required approval shall be deemed to have ben given only when the landlord has given the approval in writing.  
40

41 2.A. TERM. The term of the Lease shall be for the term therein described - ending at 3:00pm [EDT] on the last date provided for in the lease. **YOUR LEASE IS A SELF**  
42 **RENEWING LEASE.** Unless Landlord gives Tenant, or Tenant gives Landlord, written notice of an intention to terminate the lease at least six (6) months (180) days before  
43 the end of the original or any renewal term of the lease, **then until terminated by such notice**, the lease shall renew itself for a three year period with a yearly 5% increase of  
44 rent over the previous year's highest rental rate and subject to all covenants, provisions and conditions contained therein/herein. Except where the context clearly requires otherwise,  
45 the word "term", whenever used in the lease or herein with reference to the duration hereof, shall be construed to include any renewal term as well as the original term. The Tenant  
46 acknowledges to the Landlord, as a consideration for the lease, any option and/or any renewals or extensions of the lease or any other lease between the parties for the herein  
47 described property, the Tenant's promises and obligations under previous and future leases for the herein described property shall carry forward to the lease herein described and  
48 all future leases for the herein described property - this shall include but is not limited to repairs and removal of the tenant's improvements.  
49

50 2.B. Options for the lease with reference to the duration hereof, shall be construed to include any renewal term as well as the original term. If the landlord has given the tenant  
51 an option for renewal in the herein described lease years lease period provided Tenant notifies Landlord of its intention to exercise this option with notice to be in writing no later  
52 than six (6) months (180 Days) prior to termination date of the lease. The rental for this option period shall be negotiated based upon the then existing economic conditions based  
53 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 of Labor, or rentals of similar proper-  
54 ties in the area. The actual money rental to be negotiated between the parties. Tenants compliance with all terms and conditions provided for under the lease and these rules and  
55 regulations, including the timely payment of all monies and rents due, is a requisite for the renewal term herein stated. The submission of the lease and these rules and regulations  
56 for examination does not constitute a reservation of or option for the leased premises and the lease becomes effective as a lease only upon execution and delivery thereof by  
57 Landlord.  
58

59 3. PURPOSE. The demised premises shall be used for the purpose of conducting therein the specifications given in the lease and for no other purpose whatsoever including the  
60 storage of bailed goods [the storage of bailed goods of any nature without the landlord's written approval are a trespass]. At any time the demised premises are used for any other  
61 purpose other than those described in the lease without the Landlord's prior written approval the remaining term rental and installments payments of the same shall increase (a  
62 contingent rental increase) by 60% - the initial 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  
63 or breakdown in the facilities such as but not limited to Gas, Electric, Water, Sewage, etc. failures. Landlord does not in any way or for any purpose, become a partner of Tenant  
64 in the conduct of its business or otherwise, or joint venture or member of a joint enterprise with tenant.  
65

66 3.A. **RENT IS DUE Landlord Without Prior Demand Being Made and Without Offset of Any Kind at 10:00 a.m..(E.D.T.) at the Address Given in the lease (Section**  
67 **33).** MONTHLY INSTALLMENT SCHEDULE OF TERM RENTAL OF THE LEASE SHALL BE PAID AS GIVEN IN THE LEASE [before or on the first day of each month  
68 during the term of the lease from MONTHLY INSTALLMENT SCHEDULE OF TERM RENTAL OF THE LEASE SHALL BE PAID AS set forth in the lease **[including**  
69 **weekends and holidays and time is of the essence]:**  
70

71 3.B. As a further part of the consideration of the lease, Tenant agrees that he will each year during the term of the lease, or any renewal, extensions, or taking of additional space,  
72 promptly pay to Landlord as additional rent, on demand, Tenant's proportionate share of REAL ESTATE TAXES, SPECIAL or other GOVERNMENTAL (federal, state,  
73 local)/MUNICIPAL (ASSESSMENTS)/TAXES of what ever nature, INSURANCE and utilities (water, sewage, electric, etc) - if applicable - on the herein described premises.  
74 Tenant's proportionate share shall mean the percentage arrived by dividing the square feet leased by Tenant by the total net leasable space in the building as determined by Landlord.  
75 Tenant's obligation to Landlord as set forth herein shall survive the expiration date of the lease and the expiration date of any renewal term thereof. The assessment, tax, insurance  
76 and utility bills/statements from the issuing authorities shall be sufficient evidence of the amount of the utility expense(s), insurance premium, assessment(s), and/or tax liability.  
77 The Landlord's intent is for the lease to be a net lease - with the tenant being responsible to pay all of the operational expenses of the property (insurance premiums, repairs,  
78 maintenance, utilities so that the rental received by the landlord is entirely net to him over and above any of the operational expenses of the property and for the sums related to  
79 these items being due and payable as additional rent when they occur and as herein provided for under the provisions of rent and additional rent payment(s) with the exception  
80 of any mortgage payments. Tenant's annual approximate proportionate share of: taxes(assessments) are given in the lease and are due as additional rent. The first  
81 month's rent is due at the execution of the lease.  
82

83 3.C. The Tenant shall, on demand, pay as additional rent:

84 (a) Any and all monies due the Landlord and/or Broker as stipulated under the lease and these rules and regulations and these sums shall be cumulative.

85 (b) For the succeeding month as set forth in Article 3.A. of the lease thereof, any increase of premium for the insurance of the building or premises or any part, above the least  
86 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 of the  
87 increase of the insurance premium.

88 (c) For the succeeding month as set forth in Article 3.A. of the lease, any increase of any REAL ESTATE TAXES, SPECIAL or other GOVERNMENTAL (federal, state,  
89 local)/MUNICIPAL (ASSESSMENTS)/TAXES of what ever nature of the building or premises or any part, above the amount imposed at the signing of the lease and/or in  
90 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.

91 (d) Any and all monies due the Landlord and/or Broker NOT stipulated and set forth in Article 3.A. of the lease but required to be paid as provided for in the lease or herein.

92  
 93 3.D. It is agreed between the parties that the Tenant waives all rights with regard to the obligation assumed under the lease and these rules and regulations; that the parties named  
 94 in the lease will endorse said lease and these rules and regulations, and any extensions and/or renewals and become personally bound thereby; and that upon execution thereof,  
 95 the Tenant agrees to DEPOSIT the sum as set forth in the lease as a rental/damage deposit and that the LANDLORD BROKER shall hold and apply these deposits (without  
 96 interest) for the faithful performance of the lease and these rules and regulations the said deposit to be paid as given in the lease. The required deposits shall not be applied to the  
 97 last month's rent and shall be returned only when the tenant has completed all of his obligations as provided in the lease or herein.  
 98

99 3.E. Notwithstanding any of the stated provisions the lease Tenant's refund of the security deposit requires the faithful performance of all the lease and herein stated terms by the  
 100 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 end of the lease and provide the  
 101 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) to the property; there are no unpaid  
 102 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 or agent; the interior and exterior of  
 103 all cabinets will be clean; drapes are to be dry cleaned and venetian blinds cleaned; cleaned interior and exterior surfaces of windows; clean window tracks; clean the exhaust  
 104 vents/flues and replace air filters on the day of check out; clean all counters tops, sinks, tubs, showers, plumbing fixtures and surfaces - mildew free; clean and strip all floors of  
 105 wax and re wax same; receipted documentation that all carpets were professionally cleaned; no holes, scratches, or stickers are permitted on any wall door, or surface; no touch  
 106 up or spot (any portion of a surface differing as in color and/or texture from the rest) painting; clean storage areas, and patios; have a professional contractor approved by the agent  
 107 or landlord fully paint any room which has marks, patches, or hand-prints on surfaces - painted or un-painted; clean gloves of light fixtures and replace all missing or burned out  
 108 bulbs; cut and trim lawns and hedges - grass is not to be higher than five (5) inches; clean garage, carport, and driveway; premises will be professionally exterminated - receipt  
 109 required; have fireplace(s), flues and chimney(s) professionally cleaned - receipt required. Tenant agrees to pay all herein stated refurbishing cost that exceed the security deposit.  
 110

111 3.F. As a part of the tenant's consideration for the lease and for the rent relief the landlord has granted herein to the tenant the tenant agrees to the following: In consideration of  
 112 the rent relief herein provided and in lieu of the Landlord and/or Broker not requiring the Tenant to pay the entire term rental as the signing of the lease and permitting the Tenant  
 113 to pay the term rental as provided for herein and in further consideration of the Landlord leasing the premises herein named to the Tenant and in lieu of a large substantial deposit  
 114 from the Tenant for the Tenant's faithful performance of all its/ his/her obligations herein stated, which shall include but not be limited to causing waste to the terms of the, the  
 115 Tenant, its agent(s) herein named, and all parties personally guaranteeing the - on behalf of the Tenant - individually, severally, and jointly hereby agree that the time is of the  
 116 essence in the tenant and/or they performing all of its/their duties as herein provided and they further pledge and grants unto the Landlord and the Broker/Agent a security interest  
 117 in all their enterprises including but not limited to: All of their real property (running with the land to the end of time), personal property, tangible or intangible accounts receivable,  
 118 merchandise, stock in trade, inventory, advances, deposits (received and/or paid out), claims of all kinds, rights under contracts including contracts to purchase real or personal  
 119 property, right(s) to use all names and slogans used by Tenant in conduct of said business herein stated or which may become part of the Tenant's enterprises, leaseholds, leasehold  
 120 improvements, prepaid expenses, customer files, all books and records of the Tenant relating to the business herein stated whether now owned or subsequently acquired as additions  
 121 to or replacements of such assets, tools, fixtures, machinery, and equipment, office furniture, vehicles, rights under insurance policies, insuring against loss or damage to the above  
 122 listed property, now 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  
 123 Commission's standard financing statement as prescribed by its Uniform Commercial Code Division. In the event the Tenant, or any person guaranteeing the on behalf of the Tenant  
 124 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 the on behalf of the  
 125 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 executing a financing  
 126 statement, as provided for in the lease - on their behalf. No sale, transfer assignment, cancellation or release, including a sale or conveyance to Tenant, its successors or Assigns,  
 127 shall affect Landlord's right to rents or the Broker's rights reserved in the lease or herein. It is further agreed by the Tenant and all parties personally guaranteeing the lease on  
 128 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 (by whatever name  
 129 it may be called) of the lease.  
 130

131 3.G. ESCALATION PROVISION: In the event that the Tenant violates any of the covenants contained herein and breaches said lease, said sums therein show as deposits and  
 132 the present value of the remaining term rental shall be forfeited as minimum liquidated damages under the lease. Provided, however, that the forfeiture of said sums shall not waive  
 133 Landlord's and/or Broker's rights for additional damages against the Tenant over and above the amount forfeited including additional liquidated damages. The Tenant shall, on  
 134 demand, pay as additional rent for the succeeding month as set forth in Article 3.A. of the lease, any increase of premium for the insurance of the building or premises or any part,  
 135 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 be sufficient evidence of the  
 136 amount of the increase of the insurance premium. Tenant shall, on demand, pay as additional rent, any and all monies due the Landlord and/ or Broker as stipulated under the lease.  
 137 All contingent rental increases contained in the lease are to be amassed as a total of increase of term rental due and are payable in a corresponding increase of monthly installments  
 138 as contained in the lease.  
 139

140 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 of years or parts  
 141 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 or award of judgement  
 142 by the Courts, the highest of the 2 aforesaid prevailing rates shall be used.  
 143

144 3.I. The Formula for computing future values as are herein described shall be  $F_c = P_c e^{jn}$  wherein  $F_c$  is the future sum of  $P_c$  and  $P_c$  being the amount of present cost as herein  
 145 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, computed annually  
 146 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.  
 147

148 3.J. Both the future and present value formulas given herein shall use a 360 day year.  
 149

150 3.K. The tenant is responsible for contacting the appropriate utility department to obtain service. Service is to be connected and paid for by the tenant in the tenant's name. It  
 151 is the responsibility of the tenant to contact and pay ,the utility of his choice serving the premises.[i] to have the service connected and [ii] have that utility install any apparatus  
 152 needed [subject to the provisions of section 16 of the lease and these rules and regulations] to provide the utility desired by the tenant.  
 153

154 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 Daylight  
 155 Time in the manner and at the place herein described and/or a check is returned by the bank for any reason the Tenant [i] will not be entitled to discount the rent as provided for  
 156 in the lease, [ii] will pay a late fee/handling charge of the greater of 10% of the non-discounted installment of rent due or \$100.00 as additional rent to the Landlord and/ or Broker  
 157 in addition to all fees and cost the Landlord and/ or Broker incurs collecting delinquent rent and/or returned check. **MAIL EARLY!!!** If any payment made by the tenant is less  
 158 than the tenant's outstanding balance due under the terms of the lease, the landlord or broker may apply the payment to the tenant's oldest obligations first. Landlord and/ or Broker  
 159 has the right to require all payments be made by cash, money order, cashier's check, and/or certified Check. Tenant further agrees to pay on demand (or to reimburse Landlord  
 160 and/ or Broker promptly if Landlord and/ or Broker elects to pay) any and all of the Landlord's and/ or Broker's attorney's fees and court costs incurred in connection with the  
 161 Landlord's and/ or Broker's enforcement of the landlord's and/ or Broker's rights under the provisions of the lease and these rules and regulations such as but not limited to the  
 162 collection of delinquent rents and/or returned checks, or the Landlord's and/ or Broker actions authorized under any section/paragraph of the lease or these rules and regulations  
 163 and for all other sums due Landlord and/ or Broker under the lease or these rules and regulations.  
 164

165 4.B. The formula for computing the amount of the rent due prior the tenant to taking a discount for [i] the timely receipt of rent[ under the terms of the lease or these rules and  
 166 regulations] by the landlord or his agent and [ii] the tenant honoring the other provisions of the lease or these rules and regulations [as provided for in the lease or these rules and  
 167 regulations] is computed as follows:  $DR \div .40 = ND$  wherein DR equals the amount of the discounted rent shown in section 3.A. of the lease and ND is the amount of the non  
 168 discounted rent referred to in section 1.B. of the lease or section 1(A).b. of these rules and regulations and .40 is the amount of rent being paid after the discount has been taken  
 169 for the tenant's faithfully honoring all the terms of the lease and these rules and regulations.  
 170

171 4.C. INTEREST. Any sums payable by Tenant under the Lease, which are not paid after the same shall be due, shall bear interest from the date due at the lesser of (i) fifteen  
 172 percent (15%) 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 is due as  
 173 additional rent.  
 174

175 4.D. ATTORNEY'S FEES: In the event any payment in the lease or herein should be in default, or any covenant of the lease or the rules and regulations violated by the tenant  
 176 it is agreed that the tenant shall pay an attorney's fee equal to thirty-three percent (33%) - of that sum stated - with a minimum attorney's fee of Six- Hundred Dollars (\$600.00)  
 177 be due and owing as provided in the lease or herein (whether or not the Landlord's and/ or Broker's attorney files suit); All costs of collection in addition to the aforesaid fees  
 178 and costs shall be added to the debt hereby incurred by the Tenant under the terms of the lease and shall become due on demand as additional rent.  
 179

180 5. ASSIGNMENT. Tenant (for the purposes of section 5 of the lease the term tenant shall include, as applicable, all assigns, subtenants, occupants, lessees, mortgagors, and  
 181 successors)covenants that the demised premises shall be used only for the purpose given in the lease and that Tenant for itself, its successors and assigns expressly covenants that  
 182 it/they shall not by operation of law or otherwise assign, sublet, hypothecate, pledge, encumber or mortgage the lease and/or the demised premises or any part thereof, nor permit  
 183 any other person to occupy/use same, without the prior written consent of Landlord, which consent may be withheld for any reason.. If the Landlord consents to a transfer, or  
 184 assignment or sublet of the premises or any part thereof the Tenant agrees to pay to the Landlord a minimum fee of \$2,500.00 in respect to each transfer of tenant's estate, or any  
 185 part thereof, hereunder - for the purposes of this sentence a transfer, assignment or sublet shall include any hypothecate, pledge, encumber or mortgage. Consent to one assignment  
 186 / sublease / or licensing arrangement shall be applicable to the single occasion only and shall not be deemed a waiver hereof and all later assignments and subleases shall likewise  
 187 be made only upon prior written consent of landlord. The Landlord may require, the Tenant to pay additional rent and damage deposits (damage deposits may be non-refundable)  
 188 if Landlord permits the Tenant to sublet or assign the lease as herein described. The actual money for additional rental and damage deposits are to be negotiated between the parties.  
 189 If Tenant is a corporation, partnership, or limited liability company or any other type of entity provided for by the Code of Virginia the sale of a majority of its outstanding capital  
 190 stock and/or ownership as it may be applicable shall be deemed an assignment of the lease. If any person, firm or corporation other than Tenant is in possession of the demised

191 premises during the term hereof, or if the tenant without the written consent of Landlord assigns, sublets, hypothecates, pledges, encumbers or mortgages the lease and/or the  
 192 demised premises or any part thereof, or permits any other person to occupy/use same, without the prior written consent of Landlord, Landlord shall have the option of terminating  
 193 the lease or of considering such person, firm or corporation in possession as the assignee of Tenant and, therefore, obligated to observe and perform all the covenants, provisions  
 194 and conditions contained in the lease or these rules and regulations binding upon Tenant - at any time the demised premises are used for any other purpose other than those  
 195 described in the lease or the tenant assigns the lease or sublets the demised premises or any part thereof, or permits any other person to occupy same, without the Landlord's prior  
 196 written approval the remaining term rental and installments payments of the same shall increase (a contingent rental increase) by 60% - the initial non rent relief term rental.  
 197 Bailments by the tenant as either a bailee and/or bailor and the storage of Bailed goods on the premises for the purposes of the lease or these rules and regulations shall be  
 198 considered an assignments and/ or sublet of the premises. Regardless of Landlord's consent, no subletting or assignment shall waive the landlords right to withhold its consent  
 199 for any reason to any other or future assignments, sublets, hypothecates, pledges, encumbers or mortgages of the lease and/or the demised premises or any part thereof, or permit  
 200 any other person to occupy/use same and it is further acknowledged that the landlord's consent shall not release the Tenant or Tenant's obligations or alter the primary liability  
 201 of Tenant to pay rent and to perform all other obligations to be performed by the Tenant herein stated. In any sublet or assignment of the lease by the tenant, the tenant shall pay  
 202 to the landlord all monies and consideration the tenant receives from the sublet or assignment over and above the base rents and deposits herein stated. Without the prior written  
 203 consent of Landlord, the Lease and the interest therein of any assignee of Tenant herein, shall not pass by operation of law or otherwise, and shall not be subject to garnishment  
 204 of sale under execution in any suit or proceeding which may be brought against or by Tenant or any assignee and/or subleasee of Tenant. The absolute and unconditional  
 205 prohibitions contained in the lease or these rules and regulations and Tenant's agreement thereto are material inducements to Landlord and/ or Broker to enter into the Lease with  
 206 Tenant and any breach thereof shall constitute a material default hereunder permitting Landlord and/ or Broker to exercise all remedies provided for herein or by law or in equity  
 207 on a default by Tenant.  
 208

209 6. REMEDIES FOR DEFAULT. Tenant covenants that if the demised premises at any time are deserted, abandoned or closed for a period of five (5) days or more, or if Tenant  
 210 defaults for a **period of five (5) days** in paying any installment of rent when due **or in performing any covenant, provision or condition herein contained** binding upon  
 211 Tenant, or if the Tenant causes waste to the terms of the lease or these rules and regulations, or if the Tenant shall terminate or caused to be terminated, for what ever reason, any  
 212 utility service (water, sewage, electric, gas, telephone, etc.) to the premises, Landlord shall have the right, **WITH OUT TERMINATING THE LEASE** or terminating the  
 213 Landlord's right to receive rents or the Broker to receive fees (from the tenant or landlord as maybe applicable), for the remaining term of the lease, in addition to all other rights  
 214 and remedies provided by law, the right, **without notice to Tenant**, to enter and take possession of the demised premises - peaceable or by force. The Landlord, solely at the  
 215 Landlord's option, may terminate the lease by giving written notice to the tenant within 30 days of taking the premises - as herein provided. Tenant will hold landlord harmless  
 216 and without liability for such action and Tenant will pay all of the Landlord's cost and/or expenses of whatever nature associated with such action. Wherein the Landlord has  
 217 taken possession as herein described the Landlord may remove all property therein, without liability for damage to, and without obligation to store such property. The Landlord  
 218 has the additional right to relet 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  
 219 therefore and apply it on the 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  
 220 and binding upon 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  
 221 hereunder 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  
 222 intent that the tenant's duty to pay rent and/or fees under the terms of the lease shall not lapse upon the Landlord's reentering the property as provided herein. It is further the  
 223 Landlord's intent that the Tenant be liable for any difference between the rents due under the terms of the lease or these rules and regulations and the rent obtained by reletting.  
 224 If Tenant goes into bankruptcy, voluntary or involuntary, or into receivership, or makes a general assignment for the benefit of creditors, Landlord shall have the right to terminate  
 225 the lease at such time 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  
 226 and/or by the lease or these rules and regulations. All remedies of Landlord shall be cumulative. All remedies and/or fees of the Broker shall be cumulative. **Notwithstanding**  
 227 **other provisions herein stated, in the event the tenant violates any provision of the lease or these rules and regulations the tenant further agrees to pay to the landlord**  
 228 **and/ or Broker and/ or their agent(s) or anyone working on their behalf the sum of \$200.00 an hour - For the landlord's and/ or Broker's or their agent's time spent**  
 229 **enforcing the landlord's and/ or Broker's entitlement(s) under the lease or other promulgations herein provided with a minimum fee for this service - per occurrence -**  
 230 **to be \$125.00.**  
 231

232 7. TENANT'S FURNITURE, FIXTURES, STOCK-IN-TRADE AND MERCHANDISE. Tenant represents and covenants that all furniture, trade fixtures, equipment, stock-in-  
 233 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 premises;  
 234 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 in the ordinary  
 235 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 merchandise shall  
 236 not be removed from the demised premises during the term of the lease, without the prior written consent of Landlord - or as provided herein - provided if, all terms of the lease  
 237 have been met, all such property shall remain property of Tenant. The Landlord may require an additional deposit for this consent. Bailments by the tenant as either a bailee and/or  
 238 bailor and the storage of Bailed goods on the premises for the purposes of the lease are not permitted.  
 239

240 8. FIRE HAZARD. Tenant agrees to install such fire prevention and/or extinguishing equipment as Landlord may reasonably require from time to time in writing, or as may  
 241 be required by law. Tenant further agrees not to do anything which will increase the rate of fire insurance on the building in which the demised premises are located, without the  
 242 prior written consent of Landlord; and if such consent is given, Tenant agrees to pay promptly on demand to Landlord the amount of the increase in the cost of such insurance,  
 243 during the term of the lease.  
 244

245 9. UTILITY BILLS. Tenant covenants to pay promptly for all gas, water, electricity, sewage disposal, trash disposal and other utilities used in the demised premises during the  
 246 term of the lease.  
 247

248 10.A. LANDLORD'S REPAIRS AND RIGHT OF ENTRY. Landlord shall not have any obligation whatsoever to maintain or repair all or any portion of the Premises  
 249 (including, without limitation, the interior, exterior, roof, foundation and structural components of the Building, all interior and exterior walls, doors, windows, trim, locks, and  
 250 painting of the Building, and the Systems and Mechanical Equipment of the Building), the Parking Area, the Roads, or the Project unless provided for otherwise herein and under  
 251 that/those circumstances all requests for maintenance or repairs required of the landlord by those lease terms or these rules and regulations must be in writing and sent to the landlord  
 252 via United States Postal Service [USPS] Priority Mail with an USPS acknowledgment of delivery requested to the address given in the lease. Landlord covenants that it will, at  
 253 its own cost and expense and with reasonable dispatch as set forth in the lease and these rules and regulations after being notified in writing, as herein provided, by the tenant of  
 254 the need therefore of such repairs, begin such repairs to the exterior of the demised premises not required of the tenant - those repairs required of the tenant being given in item  
 255 11 of the lease and item 11 herein - and as provided and stated in other provisions of the lease. Repairs and maintenance of the premises as may be necessary to keep the same  
 256 in good condition of repair that ; (i) if the need for such repair is occasioned by a casualty resulting from the negligence or willful act of Tenant, or any of his agents, employees  
 257 or contractors, then such repairs shall likewise be made by Landlord but shall be charged to and be paid for by Tenant as additional rent. Anything in the foregoing to the contrary  
 258 notwithstanding, Landlord shall have no liability whatsoever for damage or injury to person or property occasioned by its failure to make any such repair (e.g., injury or damage  
 259 to property resulting from leaks caused by a defect in the roof, outside walls, gutters and/or down spout) unless, within 30 days after being notified in writing by Tenant of the  
 260 need therefore Landlord shall have failed to begin such repair and such failure shall not have been due to any cause beyond Landlord's control, including, without limitation, strikes  
 261 and/or inability to obtain materials and/or equipment. Landlord, broker their agents, employees and contractors, without prior notice, shall have the unobstructed right, from time  
 262 to time, to enter the demised premises for the purpose of making any of the aforesaid repairs. Tenant shall not be entitled to any reduction in rent or to any claim for damages by  
 263 reason of any inconvenience, annoyance, and/or injury to business arising out of any repairs made by Landlord pursuant to this paragraph. Tenant is required to provide access  
 264 to a restroom to repairmen during repair and maintenance service calls.  
 265

266 10.B. EMERGENCY MAINTENANCE SERVICE: Emergency contact number is a cell phone and that number is \_\_\_\_\_. You may call this number  
 267 for **EXTREME EMERGENCIES** only. For the purposes of these rules and regulations extreme emergencies are water leaks, storm damage, fire, or the possibility of fire or  
 268 other life-threatening situation.. Tenants will be charged \$125.00 for each non-emergency call. So please call this phone number in case of an emergency. Emergency personnel  
 269 do not have and are not given keys to your premises - you must be on the premises to meet them and must stay on the premises while the repair is being made and lock up after  
 270 them.  
 271

272 10.C. IN CASE OF FIRE: Call 911 and give the dispatcher/attendant your address. **DO NOT PANIC.** Evacuate the premises. Close all doors but **DO NOT LOCK THE**  
 273 **DOORS** the fire department must be able to get in. Call our emergency number.  
 274

275 10.D. IN CASE OF GAS LEAK OR ODOR. Call Virginia Natural Gas Emergency Services at 466 5500. They have a gas sniffer and will respond almost immediately.  
 276 You must be on the premises to let them in. They will fix the problem or "REG TAG" the premises and turn the gas off. The lease[ section 11 ] and these rules and regulations  
 277 [section 11 ] provide that the tenant is responsible for attending to this matter including those occasioned by normal wear and tear. We have made arrangement with the company  
 278 we use to take care of our repairs and maintenance to extend to our tenants the same discount prices they offer to us. This company is Sharp Maintenance and Appliance and their  
 279 phone number is 855-4911. Sharp requires cash on completion . You may elect to use who ever you want it is not required that you use Sharp.  
 280

281 10.E. IF TENANT HAS NO ELECTRICITY: It the tenant has no electricity the tenant needs to contact Virginia Power at 1-888-667-3000 to see if there is a power outage.  
 282 The tenant needs to check with its neighbors to see if their power is out. The landlord can not do any thing about a power outage. If the tenant determines these is a problem with  
 283 the premises electrical service the tenant needs to contact a licensed electrician to attend to the problem - all electrical repairs will be under the auspices of a building permit issues  
 284 by the local municipality.  
 285

286 10.F. All request for maintenance or repairs required of the Landlord must be in writing as herein required or set forth in the lease. The tenant may, to expedite his request to  
 287 repairs, fax the request to the landlord at the following fax number \_\_\_\_\_. The faxing of the request shall not relieve the tenant of the duty and  
 288 responsibility of mailing the request as set forth in section 10.A. and the **any form of a USPS acknowledgment of delivery or the return receipt for certified mail shall be**  
 289 **the only proof acceptable for the purposes of documenting that the request was made.**  
 290

291 10.E. NO HEAT IN THE WINTER: The lease[ section 11 ] and these rules and regulations [section 11 ] provide that the tenant is responsible for attending to this matter  
 including those occasioned by normal wear and tear. We have made arrangement with the company we use to take care of our repairs and maintenance to extend to our tenants

292 the same discount prices they offer to us. This company is Sharp Maintenance and Appliance and their phone number is 855-4911. Sharp requires cash on completion. You may  
 293 elect to use who ever you want it is not required that you use Sharp.

294  
 295 11. REPAIRS AND MAINTENANCE BY TENANT. REPAIRS AND MAINTENANCE BY TENANT. AS A PART OF THE TENANT'S CONSIDERATION FOR THIS  
 296 LEASE AND FOR THE RENT RELIEF THE LANDLORD HAS GRANTED HEREIN TO THE TENANT [AS SET OUT IN PARAGRAPH 1.B. HEREIN] THE  
 297 TENANT(A) ACKNOWLEDGES AND AGREES TO THE FOLLOWING TERMS, DUTIES, SERVICES, OBLIGATIONS AND/OR CONDITIONS AND (B) THAT  
 298 THE TENANT WILL NOT COMMIT NOR PERMIT SUBTRACTION(S) FROM THE FOLLOWING TERMS, DUTIES, SERVICES, OBLIGATIONS AND/OR  
 299 CONDITIONS: Tenant acknowledges that all improvements and all permanent building installations, systems, utilities, and mechanical equipment, including, without limitation,  
 300 heating, air conditioning, and plumbing (all of the foregoing being herein called the Systems and Mechanical Equipment), are in working condition satisfactory to Tenant as of  
 301 the date of the lease. As a part of the tenant's consideration for the lease and for the rent relief the landlord has granted herein to the tenant the tenant agrees to the following: That  
 302 it will make at its expense all repairs to the Systems and Mechanical Equipment occasioned by normal wear and tear and shall make all necessary replacements and renewals  
 303 thereof and as provided herein. Tenant shall make at its expense all structural, interior and exterior repairs to the leased premises and any parking lots and common areas subject  
 304 to this lease, including, without limitation, the roof, exterior walls, exterior trim, doors, locks, (tenant is to provide the landlord or his agent/assign with key(s) and/or combinations  
 305 for all entryway locks in or about the premises) windows, foundations, exterior painting, and any parking lot subject to the lease or these rules and regulations - this includes normal  
 306 wear and tear, acts of nature or acts of God, and subject to the other terms herein contained. Tenant will take good care of the leased premises, will permit no waste or injury thereto,  
 307 will supply its own water fountain and/or bottled water, janitorial service, and will be responsible for the daily maintenance of the interior and exterior of the leased premises. During  
 308 the term of the lease Tenant covenants, without limitation, at Tenant's cost and expense (The Tenant's obligations for repairs contained in the lease or these rules and regulations  
 309 shall include those occasioned by normal wear and tear.): (i) to keep in good order and repair (and to make such renewals from time to time as may be necessary or advisable)  
 310 the heating plant and air conditioning equipment; pipes, conduits, wires, electrical fixtures, and other appurtenances of the demised premises, including all water, gas and waste  
 311 pipes and plumbing fixtures appurtenant thereto, (ii) to unstop promptly all choked waste pipes and toilets (iii) to keep all flues clean, (iv) to replace all broken glass and doors  
 312 (both interior and exterior) promptly, (v) to carry plate glass insurance and furnish Landlord with satisfactory evidence thereof, and (vi) to keep all other parts of the demised  
 313 premises (excepting those which Landlord has agreed herein to repair) in good order and condition. All parts and materials used in said renewals or repairs required of the Tenant  
 314 under the lease or these rules and regulations shall be new and of a quality equal to that of the original part or material being renewed or repaired. Tenant accepts and acknowledges  
 315 the heating, air conditioning, 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  
 316 the Tenant agrees in 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  
 317 conditioning season, respectively, that they will periodically (monthly) change filters, add refrigerant and/or other things necessary and assume further responsibility for starting  
 318 said equipment 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  
 319 agrees 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  
 320 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 to  
 321 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 shall be  
 322 determined in the same manner as the Tenant's share of Taxes and insurance are determined herein. The Tenant shall provide the Landlord with quarterly with statements or invoices  
 323 from State registered contractors showing that the required maintenance of mechanical equipment or fixtures has been performed. If these documents are not received timely the  
 324 landlord may assume the required maintenance has not been performed and the Landlord may hire from that point in time a contractor to perform these services and the Tenant  
 325 will pay as additional rent and under the terms herein the contractor's invoice for the maintenance herein stated.  
 326

327 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,  
 328 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 caused  
 329 thereby. Tenant will have the premises inspected by an exterminator quarterly and deliver unto Landlord a copy of exterminator's inspection report. Tenant agrees not to keep  
 330 pets or animals of any nature on the premises without the prior written consent of the landlord, Unless OTHERWISE PROVIDED IN THE LEASE.. Notwithstanding that  
 331 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 lease the tenant agrees that  
 332 he will pay in addition to the monies due under the other terms of the lease or these rules and regulations and **INCLUDING THOSE FOR DAMAGES A NON-REFUNDABLE**  
 333 **PET FEE** 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 deposit - this  
 334 fee in addition to the other damages caused by said pet or animal . In addition to the aforesaid non-refundable fee the term and monthly rental rate shall increase \$200.00 per  
 335 month per animal. The Tenant further agrees to replace at the tenant's expense all carpets and padding with carpets and padding of a like quality with no allowance being given  
 336 to the tenant for wear and tear if tenant has animals or permits animals on the premises.  
 337

338 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 vandals  
 339 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 thereby will be  
 340 borne by Tenant and promptly paid by Tenant to Landlord.  
 341

342 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 or notices upon or about the demised  
 343 premises (or the exterior of the building in which the demised premises are located), or any part thereof, nor shall any article be suspended on about, or outside the premises without  
 344 the prior written permission (an at-will revokable license) of Landlord. The Landlord may require an additional deposit or fee/stipend for granting the aforesaid permission.  
 345

346 15. NUISANCE , TRESPASSING and PARKING. As a part of the tenant's consideration for the lease and for the rent relief the landlord has granted herein to the tenant the  
 347 tenant agrees to the following: 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  
 348 the demised premises any act or thing that may be a nuisance, annoyance, inconvenience or damage to Landlord, Landlord's other tenants, the occupants of adjoining property,  
 349 or the neighborhood nor to hold any fire, bankruptcy, going-out-of-business sale, or auction sales; and will not use sidewalks or any other portions of the common areas for any  
 350 purpose relating to the selling or storage of merchandise /goods /items of any nature or services of any nature; **The Landlord May Remove Without Notice to the Tenant** any  
 351 motor vehicle, trailer or semitrailer or other vehicle, conveyance or machine of whatever nature, or part thereof not conforming to these rules and regulations, the lease terms, and  
 352 Jack's Towing Service's rules and regulations - All parking is subject to [1]the lease terms, [2]these landlord's rules and regulations, [3]the rules and regulations of Jack's Towing  
 353 Services (marked as exhibit JT which is attached and by reference made a part of the Landlords Rules and Regulations). Whenever the provisions of exhibit JT above conflict with  
 354 items 1 and 2 above items 1 and 2 shall be controlling.

355 All tenant's, tenant's employees, and associates motor vehicles on the common areas will (i)have all required [and up to date](a) licenses, (b)insurance,  
 356 and(c) inspections,[as required by law and the lease or these rules and regulations](ii) will not be more than (a)7 feet in height, (b)rated more than 1 ½ tons,  
 357 (iii) 19 feet long.

358  
 359 15.A . Parking of vehicles on the premises is limited to those vehicles of the Tenants, Tenants' Employees, and Tenants Patrons while those individuals are on the premises-  
 360 vehicles or individuals not conforming to these requirements shall be deemed to be a trespass/trespasser and be subject to the common law and statutory remedies to cure the  
 361 trespass. Landlord may require (a) parking (i)by permit [permit to be issued by landlord or his designee solely at the landlord's election/discretion] on the premises or common  
 362 areas (ii) in designated areas (b) Tenant will have no more than a total of two of its [service/delivery] vehicles at any time on the premises or common areas - vehicles or individuals  
 363 not conforming to these requirements shall be deemed to be a trespass/trespasser and be subject to the common law and statutory remedies to cure the trespass .

364 That the only valid parking permit for the aforesaid premises shall be the in the configuration marked as exhibit \_\_\_ which is attached and by reference  
 365 made a part of these ruels and regulations. Parking Permits Must be displayed on the left side [driver's side] of the vehicle's dash board to be valid.  
 366

367 That parking permit or otherwise is limited to the areas designated on exhibit \_\_\_ which is attached and by reference made a part of the acknowledgment  
 368 of these rules and regulations.  
 369

370 Tenant's Dumpster placement, to facilitate parking, shall only be in the area marked and labeled for such on exhibit \_\_\_ which is attached and by reference  
 371 made a part of these rules and regulations.  
 372

373 That all tenant's, tenant's employees, and associates motor vehicles on the premises and common areas will (i)have all required [and up to date](a) licenses,  
 374 (b)insurance, and(c) inspections,[as required by law and the lease or the landlord's rules and regulations](ii) will not be more than (a)7 feet in height,  
 375 (b)rated more than 1 ½ tons, (iii) 19 feet long. Tenant will provide the landlord with a copy of the tenant's, tenant's employees, and associates vehicle  
 376 owner's current up-to-date valid registration papers from the Virginia Department of Motor Vehicles, the vehicle operator's current valid vehicle operator's  
 377 permit/license, and a current valid certificate of insurance issued by an insurance carrier [1]licensed to do business in Virginia by the Virginia State  
 378 Corporation Commission as an insurance carrier/insurer and [2]as a business entity authorized to transact business in Virginia by the Virginia State  
 379 Corporation Commission with said certificate of insurance naming the landlord and broker as additional named insureds for the vehicles parked on the  
 380 premises. Vehicles or individuals not conforming to these requirements shall be deemed to be a trespass/trespasser and be subject to the lease terms, the  
 381 landlord's rules and regulations, the common law and statutory remedies to cure the trespass.  
 382

383 15.A.1. OVERNIGHT PARKING on the premises shall only be with the prior written consent of Landlord which consent may be withheld or withdrawn by the landlord for any  
 384 reason and if The Landlord's consent is given said overnight parking shall be by permit only and the permit shall be issued in accordance with the lease terms and the landlord's  
 385 rules and regulations. Parking permits in/on vehicles shall not be considered valid unless the Landlord and Jack's Towing Service has been provided in advanced [for the landlord-  
 386 at the address noted in the lease as the address for providing the landlord with notice and for Jack's Towing Service 1114 Harmony Road, Norfolk Virginia 23502 ] with a copy  
 387 of the vehicle owner's current up-to-date valid registration papers from the Virginia Department of Motor Vehicles, the vehicle operator's current valid vehicle operator's  
 388 permit/license, and a current valid certificate of insurance issued by an insurance carrier [1]licensed to do business in Virginia by the Virginia State Corporation Commission as  
 389 an insurance carrier/insurer and [2]as a business entity authorized to transact business in Virginia by the Virginia State Corporation Commission with said certificate of insurance  
 390 naming the landlord and broker as additional named insureds for the vehicle displaying the parking permit. Vehicles or individuals not conforming to these requirements shall  
 391 be deemed to be a trespass/trespasser and be subject to the lease terms, the landlord's rules and regulations, the common law and statutory remedies to cure the trespass.  
 392

393 15.A.1.1. LOST OR DAMAGED PARKING PERMITS: The processing cost to replace lost or damaged parking permits shall be \$25.00 per permit and is due in advance.  
 394 15.A.2. As authorised in section 38 of the lease the ensuing rules and regulation effect the terms of the lease:  
 395 (a), tenant, occupant, lessee or otherwise, for any person, firm or corporation can not keep any vehicle, which is inoperable.  
 396 (b) As used in this section, an "inoperable vehicle," shall mean any motor vehicle, trailer or semitrailer, as defined in Code of Virginia, section 46.2-100:  
 397 (1) Which is not in operating condition; or  
 398 (2) Which for a period of thirty (30) days or longer has been partially or totally disassembled by the removal of tires and wheels, the engine or other essential parts  
 399 required for operation of the vehicle; or  
 400 (3) On which there are displayed no valid license plates; or  
 401 (4) On which there are displayed no valid inspection decal.  
 402 (c) Vehicles or individuals not conforming to these requirements shall be deemed to be a trespass/trespasser and be subject as applicable to lease, landlord's rules and regulations,  
 403 common law and statutory remedies to cure the trespass.  
 404  
 405 15.A.3. Failure of any party to comply with the requirements of this or any other section of these rules and regulations or the lease terms that relates to vehicles may result [at the  
 406 landlord's option] in the removal and disposal of the vehicle and at the time of such removal and disposal the expense of the removal of the vehicle shall be of the owner of such  
 407 vehicle or the tenant.  
 408  
 409 15.A.4. Whenever any motor vehicle, trailer or semitrailer or other vehicle, conveyance or machine of whatever nature, or part thereof, is found to obstruct or interfere with the  
 410 free ingress to, egress from, or movement on the premises, driveway or parking area, without the permission of the landlord/owner of premises, driveway or parking area, the motor  
 411 vehicle, trailer or semitrailer or other vehicle, conveyance or machine of whatever nature, or part thereof may be removed by landlord at the tenants'/owners' expense - the offending  
 412 vehicles or individuals shall be deemed to be a trespass/trespasser and be subject to the common law and statutory remedies to cure the trespass.  
 413  
 414 15.A.5. Trespassing and Solicitation [as defined at common law, the Code of Virginia, in the lease, and herein] on the premises is not permitted - incidents and individuals  
 415 transgressing these benchmarks shall be deemed to be a trespass/trespasser and be subject to the remedies afforded [i] at common law, [ii] at statutory remedies [iii] the lease and  
 416 [iv] these rules and regulations to cure the trespass.  
 417  
 418 15.A.6. **All Sales, Displays and Storage of Tenant's Goods, Property and Refuse/trash** [by whatever name they are called] **Are Restricted to the Interior** of the lease  
 419 premises and these activities are not to be conducted in any common area or element of the premises except as may be provided for in the lease or herein. Exceptions [if any] are  
 420 made for the aforesaid provisions of 15.A.6. for refuse/trash provided they are keep in [i] the areas designated in attachments [if any] to the lease or these rules and regulations  
 421 and [ii] containers provided and paid for by the tenant. Displays, and storage, of tenant's goods, property and refuse/trash [by whatever name they are called] or individuals  
 422 not conforming to these requirements shall be deemed to be a trespass/trespasser and be subject to the lease, to these rules and regulations, the common law and statutory remedies  
 423 to [i] cure the trespass [ii] compensate the landlord for the trespass. Tenant is to pay for all damages caused of what ever nature to the premises common areas driveways and  
 424 parking lots by the tenant's vendors.  
 425  
 426 15.B. **Safes and/or Other Heavy Articles** : Tenant may not place on the premises without the landlord's written permission any safes or heavy objects. Landlord reserves the  
 427 right [i] to withhold this permission for any reason, [ii] prescribe the weight and proper position of iron safes, or other extra heavy articles, and the manner of placing them in  
 428 position. Tenant shall be liable for all damages to the premises caused by taking in, using or removing the same.  
 429  
 430 16. **NO ALTERATIONS.** As a part of the tenant's consideration for the lease and for the rent relief the landlord has granted herein to the tenant the tenant agrees to the following:  
 431 Tenant covenants not to paint the demised premises or any part thereof; nor to make (or suffer to be made) any waste thereof or alterations or improvements therein or thereto ;  
 432 nor to place any covering over any floor, without prior written permission of Landlord [any thing done without the written approval of the landlord as required by section 16 of  
 433 these rules and regulation shall be considered to be a trespass and be subject to the provisions of section 15.A.5. of these rules and regulations.  
 434  
 435 16.A. **Stipends/Fees Rent Relief** : At any time the demised premises or any part thereof is painted, or any waste thereof or alterations or improvements therein or thereto, or  
 436 coverings placed over any floor(s) or the tenant alters, attaches or suspends anything from the building's roof(s) - its joist, or the ceiling(s) or any of their parts without the Landlord's  
 437 prior written approval the initial non rent relief term rental and installments payments of the same shall increase (a contingent rental increase) by 60% to the initial non rent relief  
 438 term rental along with an additional non-refundable stipends/fees equal to estimate obtained from contractors by the landlord to restore the property to its condition prior to the  
 439 changes made by the tenant - the contractor's estimate to the landlord shall be sufficient evidence of the amount of the non-refundable stipends/fees due the landlord.  
 440  
 441 16.B.1. **This Increase in Rent and the Non Refundable Stipend/Fee Does Not Release the Tenant's Obligation** to Restore the premises to the conditions as before the Tenant  
 442 painted, made (or suffer to be made) the waste thereof or alterations or improvements therein or thereto, or placed any covering over any floor. The Landlord may require the Tenant  
 443 to pay additional rent and non-refundable stipends/fees if Landlord permits the Tenant to paint the premises or make any alterations or improvements as herein described. The actual  
 444 money for additional rental and stipends/fees are to be negotiated between the parties. If landlord grants permission for alterations or additions no nails may be used to attach them  
 445 to the floors, walls or ceilings - only an anchor system may be used - whereby holes are drilled and screws and/or bolts used with the same - said system to be approved in writing  
 446 in advanced by the landlord before the work commences. In no case may anything be attached to the ceiling(s) or roof or roof joist.  
 447  
 448 16.B.2. Landlord's written permission is needed by the tenant before anyone may hang pictures, mirrors, etc., on or about the premises which [i] permission may be with held  
 449 for any reason [ii] may require additional non-refundable fees/stipends. If permission is granted only small screws can be used to affix these items provided that a small pilot hole  
 450 is used. Nails are not permitted. Nails will cause the block walls, drywall and plaster to crack. Tape or adhesive materials is not permitted. Mirror tile, wallpaper, or re-painting  
 451 of any area is prohibited. No redecoration is permitted, without first obtaining written approval from the landlord which maybe with held for any reason.  
 452  
 453 16.C. **The Landlord May Remove Without Notice to the Tenant** (i) any sign, (ii) any painting done to the demised premises or any part thereof or (iii) any waste thereof or  
 454 (iv) alterations or (v) improvements therein or thereto, or (vi) coverings placed over any floor(s) done by the tenant without the Landlord's prior written approval as herein provided  
 455 and the landlord shall be without liability for his actions and the **tenant shall pay all of the landlord's expenses and cost associated with the removal of the non-permitted**  
 456 **and/or unauthorized changes, activities, actions and results of non-permitted and/or unauthorized changes, activities, actions as may be delineated in the lease or**  
 457 **herein.**  
 458  
 459 16.D. **Tenants Obligations Herein Stated Shall Carry Forward** to all future leases negotiated between the herein named parties for the property herein described.  
 460  
 461 17. **CARE OF ROOF.** As a part of the tenant's consideration for the lease and for the rent relief the landlord has granted herein to the tenant the tenant agrees to the following:  
 462 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 cut into or drive nails  
 463 into or otherwise mutilate said roof, (iii) to keep any gutters and down spouts cleaned and of leaves, needles and other debris.  
 464  
 465 18. **COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS.** Tenant agrees: That the Landlord and/or his agent has made no representations, implied or expressed ,  
 466 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 (including,  
 467 without limitation, laws or ordinances relating to zoning or fire walls), and Tenant shall not have the right to terminate the lease, nor be entitled to any abatement of rent payable  
 468 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 to use the same as  
 469 herein stated; That Tenant will, at Tenant's expense, promptly comply with and carry out all laws, ordinances, rules, regulations and requirements (including zoning) of the federal,  
 470 state, municipal and county governments, relating to the demised premises and/or the business conducted therein; Tenant shall at all times during the term of the lease, any renewals  
 471 and/or extensions, at the Tenant's cost and expense, perform and comply with all laws, rules, orders, ordinances, regulations and requirements now or hereafter enacted or  
 472 promulgated, of any governmental agency or authority, having jurisdiction over the demised premises, or the buildings, and improvements now or hereafter located thereon, or  
 473 the facilities or equipment therein, or the streets, sidewalks, vaults, vault spaces, curbs, gutters, adjoining the demised premises or the appurtenances thereto, or the franchises and  
 474 privileges connected therewith, whether such laws, rules, orders, ordinances, regulations or requirements so involved shall necessitate structural changes, improvements, interference  
 475 with use and enjoyment of the leased premises, replacements, or repairs, extraordinary as well as ordinary, and tenant shall so perform and comply, whether or not such laws, rules,  
 476 orders, ordinances, and regulations or requirements shall now exist or shall hereafter be enacted or promulgated, and whether or not such laws, rules, orders, ordinances, regulations,  
 477 or requirements can said to be within the present contemplation of the parties hereto - and that Tenant will indemnify Landlord against any and all liability for damage to person  
 478 and property caused by the breach of any covenant or agreement of Tenant contained in the lease or these rules and regulations. Tenant recognizes that the Landlord or Broker  
 479 or Broker's Agent(s) does not make any representation, express or implied, that the demised premises are zoned for the use(s) contemplated by Tenant and expressed in Paragraph  
 480 3 of the lease, Tenant being satisfied before executing and delivering this lease that the demised premises can be used for such purpose(s), and Tenant shall not have the right to  
 481 terminate the lease, nor shall Tenant be entitled to any abatement of rent payable under the provisions of the lease or these rules and regulations or any claim for damages, in the  
 482 event Tenant cannot use the demised premises, in whole or in part, for the purpose(s) for which Tenant intends to use same.  
 483  
 484 19. **FAILURE TO REPAIR.** Tenant agrees that if Tenant fails to make any repair or to remove any debris as required in the lease or these rules and regulations, within five (5)  
 485 days after the 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 reimburse  
 486 Landlord within 10 days for the cost thereof.  
 487  
 488 20. **CONDITION ON TERMINATION. SURRENDER OF PREMISES:** Tenant will surrender the leased premises, at the expiration or sooner termination of the lease term or  
 489 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 including  
 490 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, Tenant agrees that  
 491 upon the termination of the lease, to deliver to Landlord the demised premises and all appurtenances thereto, peaceably and quietly, in as good order and condition as same now  
 492 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 provisions the lease at  
 493 the termination of the 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 connected to the end of the lease  
 494 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) to the property; there

495 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 or agent; the interior  
 496 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; clean window tracks; clean  
 497 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 - mildew free; clean and strip  
 498 all floors of wax and re wax same; receipted documentation that all carpets were professionally cleaned; no holes, scratches, or stickers are permitted on any wall door, or surface;  
 499 no touch up or spot painting; clean storage areas, and patios; have a professional contractor approved by the agent or landlord fully paint any room which has marks or hand-prints  
 500 on painted surfaces; clean 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 5 inches; clean garage,  
 501 carport, and driveway; premises will be professionally exterminated - receipt required; have fireplace(s), flues and chimney(s) professionally cleaned - receipt required. Tenant  
 502 agrees to pay all herein stated refurbishing cost that exceed the security deposit.

503  
 504 21. IMPROVEMENTS BECOME LANDLORD'S PROPERTY. Tenant agrees that all additions and improvements and attached equipment installed in or on the demised  
 505 premises by Tenant, including but not limited to, electric wiring, electric fixtures, show window reflectors, screens, screen doors, awnings, awning frames, floor coverings (except  
 506 carpets and rugs), furnaces and air-conditioning machinery and equipment, shall immediately become the property of Landlord and shall not be removed by Tenant at the  
 507 termination of the 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 and under the  
 508 other terms herein stated that relate to repairs by the tenant.

509  
 510 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 damage  
 511 shall entitle the tenant to surrender the leased property, or to terminate the lease, or to violate any of its provisions, or to cause any rebate or abatement in rent then due or thereafter  
 512 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 a part, or any portion thereof,  
 513 or any improvements now or hereafter constructed thereon or added thereto, shall be damaged by fire or other casualty, so as to render same or any portion thereof, untenable,  
 514 in the opinion of applicable governmental authorities or Landlord, Landlord shall have the right, at any time, within 60 days after said fire or casualty, to cancel and terminate  
 515 the lease, by giving to the Tenant, within said 60 day period written notice of its intention to do so. If the lease is so terminated, rent shall abate from the time of such casualty.  
 516 If the lease is not so terminated, the demised premises shall be restored, with reasonable dispatch, by and at the expense of tenant. Tenant is to move all items out as necessary for  
 517 repairs, within five days of receiving the Landlord's request to do so.

518  
 519 23. CONDEMNATION. As a part of the tenant's consideration for the lease and for the rent relief the landlord has granted herein to the tenant the tenant agrees to the following:  
 520 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 taking) the lease  
 521 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 expressly waives  
 522 any and all rights thereto.

523  
 524 24. LIABILITY OF LANDLORD. It is agreed that Landlord and/ or Broker or their agent(s) shall not be liable or responsible in any way for any damage to person or property  
 525 sustained in or about demised premises during the term of the lease, howsoever the same may be caused, unless due to Landlord's willful acts, or unless Landlord fails to begin  
 526 repairs which he has agreed to begin within 30 days after being notified in writing by Tenant of the need therefore.

527  
 528 25. INSURANCE BY TENANT. Tenant agrees 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  
 529 about the demised premises and the entryways, and such portions of the sidewalks, driveways, and delivery areas as adjoin the demised premises, including, without limitation,  
 530 all costs, 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  
 531 or companies satisfactory to Landlord and/ or Broker, public liability insurance on the demised premises (including said entryways, sidewalks, driveways and delivery areas) with  
 532 limits of not less than \$3,000,000 for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any  
 533 one occurrence, and property damage of \$2,000,000 for each accident, which insurance shall be written or endorsed so as to protect Landlord and/ or Broker, and/ or their agent(s)  
 534 (Tenant shall name Landlord and/ or Broker and/ or their agent(s) as additional insured in the Tenant's insurance coverage). Said policy or policies shall contain a provision insuring  
 535 Tenant against all liability which Tenant might have under this hold-harmless provision. Tenant shall, at Tenant's cost and expense, obtain and at all times during the term hereof  
 536 maintain in effect, insurance covering (i) the improvements to the premises made by or on behalf of the tenant, at tenant's expense, prior to the date of commencement of the lease;  
 537 (ii) tenant's boilers and machinery, if any; (iii) trade fixtures, furnishings, equipment, and inventory, of merchandise located in the premises; and (iv) all alterations, additions, and  
 538 changes made in accordance with the terms of the lease or these rules and regulations in or to the premises during the term of the lease, as provided herein, at tenant's expense,  
 539 providing protection to the extent of not less than one-hundred percent [replacement cost] (100%) of the insurable value of all said items against any and all perils of what ever  
 540 nature and kind and by what ever name they shall be called within the classification of "fire and extended coverage," together with all other coverages required of the tenant as  
 541 set forth herein and such coverages shall also include insurance against vandalism, malicious mischief under such coverages shall include but not be limited to sprinkler leakage  
 542 or other sprinkler damage, if sprinklers are installed, including use and occupancy and/ or business interruption insurance for a period of not less than two years that shall cover  
 543 all of the overhead and expenses [of what nature or name they be called] of the tenant for the period. Tenant hereby waives any and all rights of recovery against the landlord and  
 544 /or Broker for any loss occurring to such items on account of fire or other casualty, and all policies of insurance required of the tenant herein shall contain appropriate provision(s)  
 545 recognizing this release by tenant and waving all right of subrogation by insurance carrier. The proceeds of such insurance, so long as the lease - as provided herein - remains in  
 546 effect, shall be used to repair or replace 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  
 547 be effected by validated and enforceable policies issued by insurers of recognized responsibility satisfactory to the Landlord and/ or Broker. Upon the effective date of the lease,  
 548 and thereafter not less 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  
 549 insurance shall 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  
 550 in the 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.  
 551 Certificates of all such insurance policies shall be delivered to Landlord and/ or Broker promptly after their issuance. In the event of Tenant's failure to provide such insurance  
 552 as herein required of the tenant, Landlord and/ or Broker may, but shall not be required to, obtain such insurance and collect the cost thereof as additional rent herein reserved.  
 553 For the purposes of the lease and at the option of the Landlord all of the tenant's insurance required herein shall be the primary insurance policies (coverages) and the landlord's  
 554 insurance(s) shall be the secondary coverage (s).

555  
 556 26. NO SUBROGATION. Anything in the lease or these rules and regulations to the contrary notwithstanding, Tenant hereby waives any and all rights of recovery, claim, action  
 557 or cause of action against 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  
 558 part or any personal 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  
 559 against under 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  
 560 of such 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  
 561 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, required  
 562 by its insurers to evidence compliance with the aforementioned waiver. All fire insurance, extended coverage, and policies relating to other casualties, carried by the tenant to  
 563 the 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 against the landlord  
 564 and/ or Broker and any other party to the lease, which right, to the extent not prohibited or violative of any such policy, is hereby expressly waived. The parties to the lease agree  
 565 that their policies will include such waiver clause or endorsement.

566  
 567 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/ or  
 568 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 and  
 569 the 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 premises  
 570 are not available for Tenant's occupancy with 90 days after the beginning of the term, Tenant may terminate the lease by giving Landlord and Broker written notice thereof within  
 571 10 days after the lapse of said 90 day period.

572  
 573 28. NO WAIVERS. Parties agree that any failure of either to insist upon strict observance of any covenant, provision or condition of the lease or these rules and regulations in  
 574 any one or more instances shall not constitute or be deemed a waiver, at that time or thereafter, of such or any other covenant, provision or condition of the lease or these rules and  
 575 regulations.

576  
 577 29. ENTRY BY LANDLORD AND CONTROL OF COMMON AREAS. Tenant agrees that Landlord and/ or Broker or their agent(s), employees, and/ or independent  
 578 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 repairs,  
 579 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, - in case  
 580 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 independent  
 581 contractors, may enter the demised premises, and move furniture, showcases, floor coverings and fixtures as may be necessary, without liability for damages resulting therefrom;  
 582 but nothing herein contained shall be construed to require Landlord and/ or Broker to make any repairs, alterations or improvements. Tenant will furnish landlord and/ or Broker  
 583 and or their agent(s) with operating copies of all keys and/ or combinations to locks replaced or installed to all internal and external entryways, doors, or anything installed or  
 584 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). Landlord's rights shall include,  
 585 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 of the Common Area(s) for  
 586 promotional, entertainment and related matters; (iii) place permanent or temporary kiosks, displays, carts and stands in the Common Area(s) and to lease same to tenants; (iv)  
 587 temporarily close any portion of the Common Area(s) for repairs, improvements or alterations, to discourage non-customer use, to prevent dedication or an easement by prescription,  
 588 or for any other reason deemed sufficient in Landlord's judgment; and (v) change the shape and size of the Common Area(s), add, eliminate or change the location of improvements  
 589 to the Common Area(s), including, without limitation, buildings, lighting, parking Area(s), roadways and curb cuts, and construct buildings on the Common Area(s). Landlord  
 590 may determine the nature, size and extent of the Common Area(s) and whether portions of the same shall be surface, underground or multiple-deck; as well as make changes to  
 591 the Common Area(s) from time to time which in Landlord's opinion are deemed desirable for the premises.

592  
 593 30. NO PAROL REPRESENTATIONS. Tenant hereby declares that no representation(s) - expressed or implied - has been made to Tenant: (i) concerning any other item  
 594 not contained in the lease or these rules and regulations or shown in item 39 herein: (ii) the condition of the demised premises, (iii) Tenant has inspected and examined the demised  
 595 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 obligated to  
 596 make any repairs to the demised premises during the term, except such, if any, as are specified in the lease or these rules and regulations, and (v) no negotiations respecting any

597 item, including 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  
598 or 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.  
599

600 31. NO PAROLE CHANGES. It is agreed that no change shall be made in the lease or these rules and regulations, except by a writing signed by the parties hereto, setting forth  
601 the terms of the agreed modification.  
602

603 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 RENT"  
604 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 end of the term.  
605 At all times during the term of the lease the Landlord's agent(s) can place and maintain leasing and/or management agent signs on portions of the demised premises, in conspicuous  
606 places.  
607

608 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 be  
609 deemed given when the notice is signed for by the Landlord or the Broker/Agent. All rents shall be paid, and all notices to Landlord shall be given to: Competition Realty LLC,  
610 5368 Providence Road, Virginia Beach, Virginia 23464. or to:  
611

[Redacted address information]

612 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 as  
613 herein required shall be in English and may be given by hand or by mailing said notice to Tenant by registered or certified mail, or any other United States Postal Service, return  
614 receipt requested mail 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 letter is hand delivered  
615 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 nature - such as but  
616 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 or others authorized by  
617 the lease or these rules and regulations or law. **PLEASE THE ENVELOPES WE PROVIDED YOU WHEN PAYING YOUR RENT.** This makes our record keeping easier  
618 and allows us to credit your account faster. You may also hand deliver your payment to the landlord - do not put the envelope in the landlord's mail box as this will not insure  
619 timely delivery to the landlord as required in the lease.  
620

621  
622 33.A. In order to avoid any misunderstandings, the landlord and this firm insist that all communications between us be in writing.  
623

624 34. HEIRS AND EXECUTORS BOUND. All the provisions, conditions and agreements of the lease shall be binding upon and inure to the benefit of the heirs, executors,  
625 administrators, successors and assigns of Landlord and Tenant and the Tenant's sublets.  
626

627 35. MARGINAL HEADINGS. The headings appearing on the lease and these rules and regulations are intended only for convenience of reference, and are not to be considered  
628 in construing this instrument.  
629

630 36. Tenant(s) and/or their agent(s) which are a party to the lease and these rules and regulations :

631 (A) Authorize Landlord and/or Broker or their agent(s) to make credit and reference inquiries deemed necessary by them during the term of the lease and these rules and  
632 regulations and any extension thereof.

633 (B) Authorize the release of information sought and/or contained on their application and/or by such inquiries.

634 (C) Will update (when requested to do so by the Landlord and/or the Broker or their agent) [i] the General Lease Application and [ii] the credit information contained therein  
635 , [iii] contact information of the principals given on the lease application [a] hone numbers [b] cell phone numbers [c] pager numbers.

636 It is understood that an investigative consumer and/or commercial report may be prepared whereby information is obtained through personal interviews with neighbors, friends,  
637 business associates, or others with whom Tenant(s) and/or their agent(s) which are a party to the lease and these rules and regulations are acquainted. This inquiry includes  
638 information 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 the  
639 lease and these rules and regulations s. Tenant(s) and/or their agent(s) which are a party to the lease and these rules and regulations s have the right to make a written request as  
640 permitted by law, within a reasonable period of time to receive additional, detailed information about the nature and scope of this investigation.  
641

642 37.A. AGENCY DISCLOSURE: The Parties confirm that in connection with the transaction contemplated by the lease and these rules and regulations Competition Realty  
643 LLC, 5368 Providence 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  
644 as the Landlord's Agent. The Parties also confirm, with respect to their own representation, that disclosure of the agency relationships described herein was made in writing at the  
645 time specific real estate assistance was provided by the Broker and their salespeople. The broker/agent [is] [is not] related to the landlord/owner and/or [does] [does not] have  
646 an interest in the property.  
647

648 37.B. 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)  
649 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) and  
650 Landlord except for Agent's wilful misfeasance.  
651

652 38. RULES AND REGULATIONS. The Landlord reserves the right from time to time to create, add, amend or supplement Rules and regulations for the property  
653 governing the use of the Premises by Tenant and the Tenant Parties and the Tenant agrees to comply with the same including and not limited to regulations governing the Parking  
654 Area and/or the Roads, as provided herein. Tenant and the Tenant Parties shall comply with such rules and regulations, which shall be deemed to be a part of the Lease as if fully  
655 set forth herein.  
656

657 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 in the singular  
658 number or masculine gender used in this agreement shall be construed whenever required, to mean the plural number or feminine gender, and all necessary grammatical changes  
659 shall be deemed made. If any provision of the lease and these rules and regulations , its addendums, or any other document related thereto shall be in conflict with any law that  
660 provision shall be deleted from the lease and these rules and regulations and the remainder of the lease and these rules and regulations , its addendums, or any other document  
661 related thereto shall remain in full force and affect. The lease as herein referenced, the documents referenced to therein, and the items given in item 39 herein are the only items  
662 that are to be considered in the administration of the rights of the leasehold estate given by the lease and these rules and regulations and no other document, by what ever name  
663 it be called, shall have any controlling effect over the leasehold estate granted by the lease and these rules and regulations . The parties hereto further agree that this document,  
664 the Broker's General Lease Application and the other documents herein referenced are/is the final expression of their agreement(s) and is a complete and exclusive written  
665 declaration of all their intents and no representations, understandings or agreements whether oral or written have been made or relied upon in the making of this agreement other  
666 than those specifically set forth herein. The lease and these rules and regulations is intended - by the parties to the same - to be the final expression of their agreements and  
667 negotiations for the lease and these rules and regulations . Below are listed all addendums, or any other document(s) related to the lease and these rules and regulations considered  
668 to be in effect at the signing of the lease and these rules and regulations and that are to be made a part of these rules and regulations THAT ARE NOT SPECIFICALLY  
669 REFERENCED IN the lease and these rules and regulations:

Item No	Number of Pages	Description of Item	Initials of Parties
a.			
b.			
c.			

670 39.(A) The Tenant will be initially provided with one free copy of the Lease, Landlord's Rules and Regulation, Rental Application and the other documents that are to become  
671 a part of the lease agreement. The Charges for additional copies are:  
672 Lease \$50.00  
673 Landlord's Rules and Regulations \$50.00  
674 Any other Document \$40.00 per request plus \$1.00 per page.  
675

676 40.(A) In consideration of the services of the Landlord's agent(s) procuring the lease and as a covenant running with the land to the end of time, the Landlord Tenant agrees  
677 to pay the agent(s) a fee equal to \_\_\_\_\_% of all rent due during the initial term of the lease , and all renewals of extension thereof by whatever name they are called or during  
678 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 building of which the property is a part leased in  
679 addition to, or in substitution for the property, between the landlord, its successors or assigns, and the tenant (or any officer, director, or partner of Tenant, if Tenant is a Corporation,  
680 partnership or limited liability company ) may have an interest as a shareholder, partner, beneficial owner, lender of money or otherwise, that no sale, transfer, assignment,  
681 cancellation or release of the lease, the property, or the building of which the property is a part shall affect the agent(s) right to receive the fees as set forth herein and that the agent(s)  
682 is hereby granted a lien on the property(if the fee is being paid by the landlord), and the building of which the property is a part to secure payment of the fees due are herein sated  
683 or as provided in the agent(s)' management agreement with the Landlord. Unless otherwise agreed by Landlord and agent in writing the agent shall use his best efforts to collect  
684 rents on behalf of the Landlord and promptly remit such rent as collected to the landlord less the amount herein stated to be due the agent as the agent's fee. In the event of default  
685 by the Landlord in the terms of the fee arrangements herein stated of if the lease is terminated by Tenant by reasons default by Landlord and/or tenant , then the fee which would  
686 have been earned by the agent during the remainder of the lease shall be immediately due and payable by landlord and or tenant (as may be applicable) to the Agent.  
687

688 (B) In consideration of the negotiation of the lease and the handling and/or management of the property by the agent the Landlord agrees to pay the Agent/Broker a fee of twelve  
689 percent of the sales price of the property if during the term or any additional term of the lease as herein described, or within one hundred eighty days after the expiration of the lease  
690 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 of any kind and wherever  
691 located.  
692  
693  
694  
695

696 (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 of the  
 697 Landlord under the terms hereof/herein. Further, Tenant expressly waives, relinquishes and surrenders (i) any right to terminate the lease on account of any default of Landlord  
 698 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.  
 699 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 of the  
 700 Landlord under the terms hereof/herein. Further, Tenant expressly waives, relinquishes and surrenders (i) any right to terminate the lease and these rules and regulations on account  
 701 of any default 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  
 702 herein/hereunder.

703  
 704 41.A. SUBORDINATION; RIGHTS OF MORTGAGEE: The lease and these rules and regulations shall be subject and subordinate at all times to the lien of any mortgages  
 705 now or hereafter placed upon the Premises and/or the Project, or any portion thereof, and to all renewals, modifications, consolidations, replacements, amendments and extensions  
 706 thereof, without the 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)  
 707 days after request therefor such further instrument or instruments evidencing such subordination of the lease and these rules and regulations to the lien of any such mortgage and  
 708 such further instrument or instruments of attornment as shall be desired by any mortgagee or proposed mortgagee or by any other person. Tenant hereby irrevocably appoints  
 709 Landlord as Tenant's attorney-in-fact to execute and deliver any such instruments on behalf of Tenant, if Tenant fails or refuses to execute or deliver same as required hereby.  
 710 Notwithstanding the foregoing, any mortgagee may at any time subordinate its mortgage to the lease and these rules and regulations, without Tenant's consent, by notice in writing  
 711 to Tenant, and thereupon the lease and these rules and regulations shall be deemed prior to such mortgage without regard to their respective dates of execution and delivery and  
 712 in that event such mortgagee shall have the same rights with respect to the lease and these rules and regulations as though it had been executed prior to the execution and delivery  
 713 of the mortgage. Upon written request of Tenant, Landlord shall use commercially reasonable efforts to obtain and deliver to Tenant a subordination, attornment and nondisturbance  
 714 agreement ("Nondisturbance Agreement") from each of Landlord's mortgagees, on each such mortgagee's standard form, which shall provide, *inter alia*, that the leasehold estate  
 715 granted to Tenant under the lease and these rules and regulations will not be terminated or disturbed by reason of the foreclosure of the mortgage held by Landlord's mortgagee,  
 716 so long as Tenant shall not be in default under the lease and these rules and regulations and shall pay all sums due under the lease and these rules and regulations without offsets  
 717 or defenses thereto and shall fully perform and comply with all of the terms, covenants and conditions of the lease and these rules and regulations on the part of Tenant to be  
 718 performed and/or complied 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  
 719 deed in lieu of foreclosure shall become possessed of the Premises covered by the lease and these rules and regulations, Tenant shall attorn to such person or entity as its landlord  
 720 under the lease and these rules and regulations and, upon the request of such person or entity, Tenant shall execute and deliver an attornment agreement in favor of the successor  
 721 landlord.

722  
 723 41.B. In the event Landlord shall be or is alleged to be in default of any of its obligations owing to Tenant under the lease and these rules and regulations, Tenant agrees to give  
 724 to the holder of any 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  
 725 default which 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  
 726 otherwise 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  
 727 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 (45)  
 728 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), within which  
 729 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 necessary to  
 730 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 as there may be arising  
 731 because of Landlord's default, including but not limited to, termination of the lease and these rules and regulations as may be expressly provided for herein or available to Tenant  
 732 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 diligently  
 733 pursuing the cure of same as aforesaid.

734  
 735 41.C. For purposes of the lease and these rules and regulations, "mortgage" shall mean any mortgage, deed of trust or similar instrument and "mortgagee" shall mean the  
 736 beneficiary under any mortgage.

737  
 738 42. WAIVER OF TRIAL BY JURY. TENANT WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED  
 739 TO, THE SUBJECT MATTER OF THE LEASE AND THESE RULES AND REGULATIONS. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND  
 740 VOLUNTARILY MADE BY TENANT AND TENANT ACKNOWLEDGES THAT NEITHER LANDLORD NOR ANY PERSON ACTING ON BEHALF OF LANDLORD  
 741 HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT.  
 742 TENANT FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING  
 743 OF THE LEASE AND THESE RULES AND REGULATIONS AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF  
 744 ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. TENANT FURTHER ACKNOWLEDGES  
 745 THAT IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION AND AS EVIDENCE OF SAME HAS  
 746 EXECUTED THE LEASE AND THESE RULES AND REGULATIONS.

747  
 748 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 to  
 749 the federal courts located in the Eastern District of Virginia.

750  
 751 44. NO PRESUMPTION AGAINST DRAFTER. Landlord and Tenant understand, agree, and acknowledge that: (i) the lease and these rules and regulations has been freely  
 752 negotiated by both parties [**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,  
 753 interpretation, validity, or enforceability of the lease and these rules and regulations, or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn  
 754 whatsoever against either party by virtue of that party having drafted the lease and these rules and regulations or any portion thereof.

755  
 756 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  
 757 to Landlord a written instrument in recordable form certifying that the lease and these rules and regulations is unmodified and in full force and effect (or if there have been  
 758 modifications, that it is in full 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  
 759 advance, if any, and stating whether or not to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in the  
 760 lease and these rules and regulations and, if so, specifying each such defaults of which Tenant may have knowledge. It is intended that any such certification and statement  
 761 delivered pursuant to this Paragraph 43 may be relied upon by any prospective purchaser of the Premises or the Project or any portion thereof or any mortgagee thereof or any  
 762 assignee of Landlord's interest in the lease and these rules and regulations or of any mortgage upon the fee of the Premises or the Project or any part thereof. Tenant hereby  
 763 irrevocably appoints Landlord as Tenant's attorney-in-fact to execute and deliver any such instruments on behalf of Tenant, if Tenant fails or refuses to execute or deliver same  
 764 as required hereby

765  
 766 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  
 767 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 against  
 768 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, order of  
 769 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 any other right  
 770 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 by deposit or by  
 771 bonding proceedings. Any amount so paid by Landlord, plus all of Landlord's costs and expenses associated therewith (including, without limitation, attorneys fees and court costs  
 772 in all tribunals), shall constitute additional rent payable by Tenant under the lease and these rules and regulations and shall be paid by Tenant to Landlord on demand with interest  
 773 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.

774  
 775 46.B. Nothing in the lease and these rules and regulations, or in any consent to the making of alterations or improvements shall be deemed or construed in any way as constituting  
 776 authorization by Landlord 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  
 777 constituting a request by 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  
 778 or benefit of Landlord.

779  
 780 47.A. The following Virginia Code Sections shall apply to the lease and all other documents relating to the lease by whatever name those documents are called:

781 Title 1 General Provisions  
 782 Chap. 2 Common Law, Statutes and Rules of Construction, §§ 1-10 — 1-17.2  
 783 **§ 1-10. 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  
 784 Commonwealth, shall continue in full force within the same, and be the rule of decision, except as altered by the General Assembly. (Code 1919, § 2.)  
 785 Virginia Code § 1-10  
 786 Effective from and after the effective date of Code 1919, § 3.

787  
 788 **§ 1-11. 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  
 789 common law prior 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  
 790 consistent with the Bill of Rights and Constitution of this Commonwealth and the Acts of Assembly. (Code 1919, § 3.) Virginia Code § 1-11

791  
 792 All other Virginia Code Sections in effect and as they are written at the time of the execution of the lease by the Landlord and that are not explicitly excluded  
 793 by the lease or any other document relating to the lease by whatever name that document is called



795 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 the lease by  
 796 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  
 797 COMMENTARIES: WITH NOTES OF REFERENCE, TO THE CONSTITUTION AND LAWS, OF THE FEDERAL GOVERNMENT OF THE UNITED STATES; AND  
 798 OF THE COMMONWEALTH OF VIRGINIA. IN FIVE VOLUMES. WITH AN APPENDIX TO EACH VOLUME, CONTAINING SHORT TRACTS UPON SUCH  
 799 SUBJECTS AS APPEARED NECESSARY TO FORM A CONNECTED VIEW OF THE LAWS OF VIRGINIA, AS A MEMBER OF THE FEDERAL UNION. BY ST.  
 800 GEORGE TUCKER, PROFESSOR OF LAW, IN THE UNIVERSITY OF WILLIAM AND MARY, AND ONE OF THE JUDGES OF THE GENERAL COURT IN  
 801 VIRGINIA. PHILADELPHIA: PUBLISHED BY WILLIAM YOUNG BIRCH, AND ABRAHAM SMALL, NO. 17, SOUTH SECOND-STREET. ROBERT CARR,  
 802 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 law  
 803 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, except as  
 804 may be altered herein or by the General Assembly of Virginia. American Blackstone may be referenced herein and here after in and in the lease and all other documents  
 805 relating to the lease by whatever name those documents are called as **BLK**.

806  
 807 47.B. The Following Virginia Code section does not and shall not apply to the lease:  
 808 Title 55 Property and Conveyances  
 809 Chap. 13.2 Virginia Residential Landlord and Tenant Act  
 810 §§ 55-248.2 — 55-248.40

811  
 812 **These Landlord's Rules and Regulations are to be made an addendum to the lease.**

813  
 814 **Nothing more is agreed to other than what is herein contained.**

815  
 816 IN WITNESS WHEREOF each party hereto has caused the lease and the landlord's rules and regulations to be executed in his name and; each individual party hereto has hereunto  
 817 set his hand and seal.

818 ATTEST:

820	TENANT, Personally, Individually, and Guarantor
821	
822	TENANT, Personally, Individually, and Guarantor
823	
824	TENANT, Personally, Individually, and Guarantor
825	
826	TENANT, Personally, Individually, and Guarantor
827	
828	LANDLORD or ATTORNEY-IN-FACT
829	BROKER/AGENT
830	