LEASE FOR COMMERCIAL SPACE

THIS LEASE ("Lease") is made this day of ,199

by and between ("Landlord"), and ("Tenant").

IN CONSIDERATION of the rents and covenants herein expressed, Landlord leases to Tenant, and Tenant leases from Landlord, the premises described below and they agree as follows:

1. PREMISES:

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Description: Lot \_\_\_\_; Block \_\_\_; Section \_\_\_\_\_\_

Subdivision: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Condo Unit \_\_\_\_\_\_\_\_; Building \_\_\_\_\_\_

Storage Bin \_\_\_\_\_; Mail Box \_\_\_\_\_\_

Parking Space \_\_\_\_\_; County \_\_\_\_\_\_\_\_

Virginia

Condominium Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Condo Association: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-op Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Homeowner's Assoc.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. TERM

Landlord agrees to lease and Tenant agrees to rent the property for a term of commencing on the first day of and ending on , 199 . Upon the expiration of this term, either party hereto may terminate this lease at any time by giving the other thirty days' written notice, by certified mail. In the event no notice is received by either party, this lease agreement shall automatically continue on a month-to-month basis upon the expiration of said term with all terms and conditions of this lease to remain in full force and effect. Should the Tenant fail to vacate on or before the termination date, the rental for the holdover period shall be the rental rate for the duration of the holdover period or one month's rent, whichever is greater. Rental payments are payable to Landlord at .

Tenant shall have the option to renew this lease for an additional ( ) year term commencing on the day of , 199 . In order to exercise this option, Tenant must give written notice by certified mail return receipt to the Landlord at least days prior to the expiration of the term of this lease. In the event Tenant exercises its option to renew the lease, the annual rent shall be established by mutual agreement of the parties. In the event the parties are unable to agree on the annual rent prior to the commencement of the option period then the option shall be considered withdrawn.

3. RENT

The Tenant covenants and agrees to pay as rental the total sum of ($ ), due and payable in monthly installments of ($ ). The first monthly installment is due and payable upon the execution of this lease agreement. The remaining monthly installments are due and payable on the first day of each month thereafter beginning on the first day of the second month. Rent shall be deemed to be paid when received at , Virginia , or at such other place as the Landlord may from time to time designate in writing to the Tenant.

4. TRUTHFULNESS OF TENANT'S APPLICATION

Tenant represents and warrants that the statements made on his/her application, which application is incorporated herein by reference, are material representations that have been relied upon by Landlord as an inducement for Landlord to rent the Premises to Tenant. If any material facts in the application are untrue, Landlord shall have the right to terminate this Lease, to hold Tenant liable for any and all damages to the Premises, to avail himself of all rights and remedies to which he may be entitled by law or in equity, and to recover reasonable attorney's fees and costs.

5. USES

6. COMPLIANCE WITH OWNERS' ASSOCIATION DOCUMENTS OR SIMILAR AUTHORITY

Tenant's right to use and occupy the Premises shall be subject to and subordinate in all respects to the provisions of the applicable "Owners' Association" (which term as used herein shall include condominium unit owners' associations, corporate associations, homeowners' associations, or other similar authorities) covenants, rules and regulations, and, if a condominium, to the Declaration and Bylaws of any Condominium or Owners' Association (collectively referred to as "Association Documents") and to such Rules and Regulations as the Board of Directors of the Owners' Association may from time to time promulgate (collectively referred to as "Rules and Regulations"). Failure to comply with the provisions of the Association Documents or Rules and Regulations shall constitute a material breach of this Lease. This Lease grants Tenants a leasehold interest in the Premises for the Lease Term specified, together with a license granting to Tenant Landlord's rights, if any, to use the common elements and common facilities of the Owners" Association (excluding, without limitation, membership rights in the Owners' Association), for such Lease Term, provided, however, that Tenant and Tenant's permittees, licensees, employees, and agents exercise such license in accordance with the provisions of the Association Documents and Rules and Regulations. Upon Tenant's request and on behalf of Tenant, Landlord agrees to obtain from the Owners' Association, all services to which Landlord is entitled as owner of the Premises.

7. LATE PAYMENT - RETURNED CHECKS

Installments of rent not received by Landlord on or before the due date are late. If any installment of rent is not received by Landlord within ( ) days from the due date, Landlord shall incur costs, the exact amount of which is extremely difficult and impractical to fix and Tenant covenants to pay and shall pay as an additional fee the sum of ($ ). The Landlord and Tenant agree that this additional fee represents a fair and reasonable estimate of the costs that Landlord shall incur by reason of a late payment by Tenant. Tenant further agrees to pay Landlord a handling charge of ($ ) for each check returned by the bank for any reason. Landlord has the right to require that all rental payments be made by money order, cashier's check, and/or certified check.

8. UTILITIES

Tenant shall keep in service and promptly pay all utility bills separately metered or billed to the Premises during the Lease Term, including any extension, renewal, or holdover term, as and when the same become due and payable. Said utility charges shall commence on or prior to , 199 and Tenant shall provide evidence of final payment before the security deposit shall be disbursed (See Paragraph 9).

9. SECURITY DEPOSIT

Tenant has deposited, or before occupying the Premises shall deposit, with Landlord the sum of $ ("Security Deposit"), to be held by Landlord as a security to insure the full and faithful performance by Tenant of each and every term, provision, covenant, and condition of this Lease.

a. In the event that Tenant fails to comply with any term, provision, covenant, or condition, Landlord may use, apply or retain all or any part of such Security Deposit or additional deposits for the payment of any rent, additional fees, or handling charges in default as set forth in this Lease, and the payment of the amount of damages that Landlord has suffered by reason of Tenant's noncompliance, or for any other sum that Landlord may expend or be required to expend by reason of any noncompliance by Tenant, including any damages or deficiency in the reletting of the Premises, whether such damages or deficiency accrue before or after reentry by Landlord.

b. After Tenant has faithfully performed his obligations hereunder, paid all rent and other charges due Landlord, returned all keys and surrendered the Premises (including all fixtures, facilities, and appliances) in the same condition as at the commencement of the Lease Term, except for reasonable wear and tear, and where applicable, provided Landlord with proof of payment for final utility bill(s), then Landlord shall, within thirty (30) days after the termination of tenancy and delivery of possession of Premises, return any remaining amount(s) of the Security Deposit and additional deposits to Tenant, together with an itemized list of the costs of the repairs of the items set forth in the list and evidence of same. A minimum of dollars ($ ) shall be withheld at time of vacation of Premises for payment toward any unpaid utility bills unless evidence of payment of final utility bills is presented to Landlord prior to the release of any security deposited herein.

c. It is expressly understood that Landlord's application of the Security Deposit or additional deposits shall not be Landlord's sole remedy in the event of Tenant's default. SHOULD THE COSTS OF REPAIRS, REPLACEMENTS, AND/OR LANDLORD'S OTHER DAMAGES EXCEED THE SECURITY AND ADDITIONAL DEPOSITS, TENANT SHALL PAY FOR SUCH EXCESS COSTS. NO PART OF SAID SECURITY DEPOSIT SHALL BE APPLIED BY TENANT AS PAYMENT OF ANY PART OF THE RENT OR OTHER OBLIGATIONS DUE HEREUNDER. Tenant shall pay rent required each month as if no Security Deposit were ever made.

d. If, during the Lease Term, including any extension, renewal or holdover, any part of the Security Deposit and/or the additional deposit shall have been utilized by Landlord in accordance with the terms herein or applicable law, Tenant shall, upon demand, immediately deposit with Landlord a sum equal to the amount so applied by Landlord. Landlord shall have the full Security Deposit and/or the additional deposit on hand at all times during the Lease Term.

e. In the event of the sale, transfer, or assignment by Landlord of his interest in the Premises or this Lease, Landlord shall notify Tenant of such sale, transfer, or assignment, and Landlord shall have the right to transfer the Security Deposit and any additional deposits to the transferee whereupon Landlord shall be released from all liability with respect to the security deposited and Tenant shall look solely to the new Landlord for the return of the security deposit and or additional deposits.

10. ANIMALS

Tenants and/or Tenant's guests shall not keep animals on the Premises without the prior written consent of Landlord.

11. CHECK IN/CHECK OUT

Within ( ) days after the occupancy of the Premises, Landlord shall submit a written report itemizing the condition and/or damages of the Premises existing at the time of the occupancy, which report shall be deemed correct unless the Tenant objects thereto, in writing, within ( ) days after the receipt thereof. Tenant and Landlord agree that any representations as to condition of the Premises and promises to decorate, alter, repair, or improve the Premises must be in writing to be enforceable. Tenant shall provide written request for a check-out inspection to Landlord no later than ten (10) days prior to Tenant's intended check out date. Landlord shall have the sole discretion in determining the time of the check-out inspection. The Tenant has the right to be present at, and Landlord shall make a reasonable effort to advise Tenant of the time and date of the check-out inspection, which inspection shall be made within seventy-two (72) hours of termination of occupancy or tenancy, whichever occurs last. Upon completion of the check-out inspection, Landlord shall furnish to Tenant an itemized list of the condition and/or damages to the Premises known to exist at the time of the check-out inspection. Keys and garage door openers shall be delivered by Tenant to Landlord's office or home on the date of vacation; failure to return keys by midnight of the last day of the Lease Term shall result in a $75.00 deduction from Tenant's Security Deposit.

12. RIGHTS OF LANDLORD

a. FAILURE TO PAY RENT:

If Tenant breaches this Lease by failing to pay when due any installment or rent, or additional fee, and such rent or additional fee is not paid within five (5) days after written notice by Landlord of non-payment and of intention to terminate this Lease, Landlord may terminate this Lease, and the unpaid rent for the entire remaining Lease term shall become immediately due and payable. In addition to other remedies provided by law, Landlord shall be entitled to all of the following: possession of the premises, any unpaid rent, additional rent, handling charges, any damages sustained, court costs and reasonable attorney's fees.

b. BREACH OF COVENANTS:

If at any time during the Lease Term, or any extensions, renewal, or holdover term, Landlord should be required by any governmental authority, Owners' Association to make repairs, alterations, or additions to the Premises or its equipment, caused by Tenant's use of the Premises, Tenant's neglect, or noncompliance with the provisions of this Lease, Tenant shall make such repairs, alterations, or additions at Tenant's costs and expense. If Tenant shall neglect, fail, or refuse to perform or observe any of the conditions, covenants, or agreements or undertakings herein contained, other than the failure to pay rent when due, or if said Premises shall be deserted, abandoned, or vacated, then and in any of said cases, in addition to the other remedies therefore provided by law, the Landlord shall give written notice to Tenant specifying Tenant's acts or omissions hereunder and the Landlord may terminate this Lease upon a date not less than thirty (30) days after delivery of said notice. If Tenant's breach is not remedied within twenty-one (21) days of Tenant's receipt of said notice, the Lease shall terminate as provided in said notice. If the breach is remedied by repairs or the payment of damages or otherwise and Tenant adequately remedies the breach prior to the date specified in the notice, this Lease shall not terminate. If the breach is not remedied by Tenant, upon such termination, Landlord shall be entitled to immediate possession of the Premises, to any unpaid rent, additional rent, additional fee, all costs of enforcement, damages and injunctive relief for breach of this Lease, court costs and reasonable attorney's fees. If Landlord terminates the Lease because of a breach/default by Tenant, the unpaid rent for the entire remaining Lease term shall become immediately due and payable.

c. ENFORCEMENT:

Tenant shall pay all costs, expenses, fees, and charges incurred by Landlord in enforcing, by legal action or otherwise, any of the provisions, covenants, and conditions of this Lease, including the payment of reasonable attorney's fees, and Tenant hereby waives the benefit of any homestead or similar exemption laws with respect to the obligations of this Lease.

d. ACCESS:

Landlord and their designated representative(s) may enter the Premises in order to do any of the following:

1. Upon reasonable notice to Tenant and at reasonable times:

i. inspect the Premises;

ii. make necessary or agreed repairs, decorations, alterations, or improvements;

iii. supply necessary or agreed services;

iv. exhibit the Premises to prospective or actual mortgagees, workmen, contractors, appraisers and/or representatives of any Owners' Association.

2. After notice of termination of this lease by Landlord or Tenant beginning ninety days preceding the expiration of the lease term, place a "For Sale" or "For Lease" sign upon the premises in addition to a realtor lockbox and exhibit the premises to prospective and/or actual purchasers and/or tenants at reasonable times and during reasonable hours.

3. In case of emergency, where it is impractical for Landlord to give reasonable notice to Tenant of Landlord's intent to enter the Premises, or in case the Premises have been vacated, abandoned, or surrendered by Tenant, the Premises may be entered by Landlord, and/or their duly designated representative(s) without notice to the Tenant. If Tenant does not keep any scheduled maintenance appointment, or fails to allow access during regular business hours for purposes of accomplishing any of the above objectives, Tenant shall bear any additional expense incurred by Landlord as a result of Tenant's failure to keep the appointment or Tenant's denial of access to the Premises to Landlord. If the Tenant refuses to allow or prevents access to the Landlord as provided herein, Landlord may obtain injunctive relief to compel access or may terminate this Lease. In either case, Landlord may recover actual damages sustained and reasonable attorney's fees.

4. Should it become necessary to make repairs or to decorate the Premises, Landlord, whenever possible, shall make arrangements for contracted workers to coordinate with Tenant the time and date when workers may enter the Premises in order to accomplish the work. It then shall be the Tenant's responsibility to insure that these workers have access to the Premises at a time and date convenient to both Tenant and workers and that this time and date should be during the regular business hours of the firm doing the work.

5. Tenant hereby covenants and agrees to complete any forms required by the Rules and Regulations and/or Association Documents and to give Landlord permanent authorized admittance to the Premises throughout the Lease Term and any renewal, extension, or holdover term.

13. OBLIGATIONS OF TENANT:

Tenant shall be obligated for the following:

a. Maintenance of the premises in a neat, clean, and sanitary condition, and removal from and disposal of all ashes, rubbish, garbage, and waste in a safe and sanitary manner in appropriate or required receptacles.

b. Use and operation of all electrical, gas, plumbing, sanitary, heating, ventilating, air conditioning, appliances, or other facilities in a safe and reasonable manner.

c. Furnishing and replacing all light bulbs, fuses, and faucet washers as needed and the changing of furnace and air conditioner filters at least once every two (2) months. If the Premises are equipped with an oil burner, Tenant agrees to purchase fuel from the company through which the Landlord has a burner service contract.

d. Clearing stoppage of water closets and caulking around tubs and showers; maintenance of all carpeting and flooring in a clean and good condition; replacement and payment for glass breakage.

e. Cutting and maintaining lawn and pruning shrubbery; promptly removing ice and snow from all walks, steps and drives; maintaining exterior gutters, drains and grounds free of leaves and other debris.

f. Having the carpets professionally cleaned upon vacation of the Premises and provide evidence thereof to Landlord prior to the release of any Security Deposit or Additional Deposit. Firm selected to clean carpeting MUST be acceptable to Landlord.

g. Promptly reporting in writing any defect, damage, or breakage at the Premises, including, but not limited to, equipment or fixtures, to Landlord/Owners' Association. If Tenant fails to promptly provide Landlord/Owners' Association with such notice and additional damage results therefrom, Tenant shall be responsible for the repair of such additional damage. This covenant, however, does not obligate, and is not to be understood, interpreted, or construed or in any way imply that Landlord/Owners' Association is obligated or expected to repair or correct such defects, breakage, malfunction or damage.

h. In the event the plumbing at the premises is frozen or obstructed due to the negligence of Tenant or Tenant's invitees, Tenant shall pay immediately the cost of repairing frozen pipes or clearing such obstruction and any additional costs associated with said repair (i.e., drywall, carpets, etc.).

i. Tenant shall not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or the facilities and appurtenances thereto, nor permit any person to do so whether or not known by Tenant. Any repairs made necessary due to the negligence by acts of commission or omission of Tenant, his guests, or employees shall be paid by Tenant.

j. During occupancy by Tenant, Tenant shall be responsible for the control and elimination of pests including but not limited to: fleas, ticks, roaches, silverfish, ants, crickets, and small rodents; and upon vacating, shall be responsible for the elimination of all such pests from the interior of the unit and garage(s).

k. Tenant shall not act nor permit another to act in a manner which shall adversely affect any fire or other insurance policy covering the Premises. If Tenant's use or occupancy of the Premises increases the premium on any fire or other insurance policy, Tenant shall pay such increase and such increase shall be deemed additional rent hereunder. Tenant shall obtain and maintain during the Lease Term, including any extension, renewal, or holdover term, liability insurance against all claims on account of personal injury, personal property and property damage for which Tenant may, as a result of use or occupancy of the Premises and of any facilities or common elements of the Owners' Association become liable with limits of not less than (a) $100,000 with respect to bodily injury to or death of any one person; (b) $300,000 with respect to bodily injury to or death of any number of persons arising out of any occurrence; and (c) $25,000 per occurrence with respect to any instance of property damage. Tenant shall provide Landlord with evidence of such insurance.

14. OBLIGATION OF LANDLORD

Except as otherwise provided herein, Landlord shall:

a. Maintain the Premises and appliances in good repair and tenantable condition and shall be responsible for repairs not due to the fault or negligence of the Tenant during the Lease Term including any extension, renewal or holdover term.

b. Fixtures Provided: Landlord shall provide and maintain the following fixtures and appliances: furnish heat to warm comfortably the demised premises at all times during the reasonable business hours from October 1 to May 1; and will furnish cool air to cool comfortably the premises at all times during reasonable business hours from May 1 to October 15; it being understood and agreed however that the Landlord shall not be liable in any way for any damage or inconvenience caused by cessation or interruption of such heating or cooling service or for the discontinuance of any other services occasioned by fire, accident, necessary alterations or repairs, strikes, or another unavoidable causes. Nor shall the Landlord be liable for loss or damage to property of Tenant caused by rain, snow, water or steam that may leak into or flow from said premises or any part of said building through any defects in the roof or plumbing or from any other source.

c. Provide the following:

(i) Water, electricity, and heat.

(ii) An adequate garbage dumpster or other trash collection receptacle.

(iii) Adequate parking space for the occupants of

the demised premises, their customers and clients; provided that the occupants and their employees park in spaces designated for them.

(iv) Custodial and/or janitorial services for all public or common areas including, but not limited to, hallways, stairways, rest rooms, and parking areas; such custodial and/or janitorial care shall include, but not be limited to, the prompt removal of all snow from exterior walkways, stairways, and parking areas.

d. In the matter of keeping the building and demised premises in good repair, do only the following: keep the exterior walls and roof of the building in proper and substantial repair, and maintain the public or common areas of the building, including, but not limited to, hallways, stairways, decks, rest rooms, and parking areas in good and substantial repair.

15. BURGLARY PREVENTION

When authorized in writing by Landlord, Tenant installs for his safety additional locks, rekeying of locks, burglary prevention and fire detection devices, Tenant shall provide Landlord and, where required, the Owners' Association, with a duplicate of all keys and instructions on how to operate all locks and/or devices. Upon termination of tenancy Tenant shall notify Landlord in writing, as to Tenant's intent to remove all such devices and repair any damage resulting therefrom.

16. ALTERATIONS AND REDECORATING

Tenant shall not, without prior written consent from Landlord, remodel or make any structural change, alterations, additions, or decorations to the Premises; Tenant shall not paper, paint, or decorate, nor install, attach, remove, or exchange appliances or equipment, such as air conditioning, heating, refrigeration, TV antennas, stoves, fireplace inserts, kerosene heaters, nor drive nails or other devices into the walls, ceilings or woodwork (a reasonable number of picture hanger nails excepted). Tenant shall not affix any object containing an adhesive backing to any surface in the Premises; nor shall Tenant affix or attach plant hooks to ceilings.

Tenant shall have the right, at its own expense, subject to Landlord's written consent, to install in or place on the property such fixtures, machines, tools or other equipment and items, including but not limited to trade fixtures, lighting fixtures, semi-permanent partitions, water coolers, and security safeguards surrounding the premises for protection against burglary and trespassing. Such fixtures, machines, tools or other equipment and items, including but not limited to those set out above, shall remain the personal property of the Tenant regardless of the manner or degree of attachment thereof to the property and may be removed by Tenant at any time, whether at the termination of this lease, or prior thereto, provided, however, that Tenant shall make such repairs as are necessary to restore the premises to its pre-occupancy condition.

17. ABANDONMENT OR ABSENCE BY TENANT

In the event all occupants of the Premises shall be absent from the Premises for a period in excess of fourteen (14) days, Tenant shall advise Landlord in writing of such extended absence. If Tenant does not so advise Landlord, Landlord may consider the premises abandoned, reenter and re-rent same, treating Tenant's goods as abandoned, with Landlord being relieved from all liability to Tenant for said actions. Tenant shall remain liable for rent due and any damages under the Lease until Premises are re-let or the expiration of the Lease, whichever occurs firs. Landlord may re-rent Premises on such terms as they deem advisable, for shorter, longer or identical terms than that of the abandoning Tenant's tenancy, and for any amount of rent Landlord deems advisable, whether more, less or the same as the abandoning Tenant paid. Tenant shall be responsible for any deficiency in rent collected.

18. PERSONAL PROPERTY ON PREMISES AT TENANT'S RISK

All Tenant's personal property located or stored at the Premises shall be kept and stored at Tenant's sole risk and Tenant shall indemnify and hold Landlord harmless from and against any loss or damage to such personal property arising out of any cause whatsoever. Landlord shall not be liable, except in the case of Landlord's direct negligence or willful misconduct, for any injury, damage, or loss resulting from any accident or occurrence in or upon the Premises sustained by Tenant or any person claiming through Tenant.

19. LANDLORD WITHOUT LIABILITY

The Landlord shall not be liable for any injury or damage to persons or personal property either caused by or resulting from falling plaster, dampness, overflow, or leakage upon or into the Premises, of water, rain, snow, ice, sewage, steam, gas or electricity, or any breakage in or malfunction of pipes, plumbing fixtures, air conditioners, or appliances, or leakage, breakage, or obstruction or pipes, nor for any injury or damage from any other causes or negligence of Landlord, and Tenant shall give prompt notice to Landlord and to the Owner's Association of any of the foregoing occurrences, however caused.

20. SMOKE DETECTORS

If any applicable law of any governmental body requires the installation of smoke detector(s) at the time the Tenant occupies the Premises, Landlord certifies to Tenant he has installed, or before Tenant's occupancy, Landlord shall install smoke detector(s) in accordance with said law. It shall be the responsibility of Tenant to check smoke detector(s) periodically during the tenancy, replace batteries as necessary to keep the smoke detector(s) in proper working condition and to report any malfunctions in said smoke detector(s) to Landlord in writing. Landlord assumes no responsibility or liability for any nonreported malfunctions to or misuse of smoke detector(s) by the Tenant which result in personal injury or damage to personal property of the Premises.

21. EARLY TERMINATION OF OCCUPANCY

Tenant shall not be released from liability for all rent and other charges due under this Lease unless Landlord signs a written statement on which Landlord agrees to release Tenant from such liability.

22. POSTING OF SIGNS

No signs, advertisements, or notices shall be printed or affixed upon any part of the Premises outside or inside, nor shall any article be suspended outside the Premises without the prior written consent of Landlord.

23. PLACEMENT OF EXTRA HEAVY EQUIPMENT

Iron safes or any other extra-heavy articles are not permitted without prior written consent of Landlord. If these are permitted by the Landlord then the Landlord reserves the right to prescribe the maximum weight and proper position of those extra-heavy articles and the manner of placing them in position; and the Tenant shall be liable for all the damages to the Premises causes by taking in, using, or removing the same.

24. EQUIPMENT THAT OVERLOADS A SYSTEM

Tenant shall not install or use, nor permit to be installed or used, any equipment or personal property of any kind that shall require any alteration or additions to, or create an overload on, any gas, water, heating, electrical, sewerage, drainage, or air conditioning systems of the Premises, without first obtaining the prior written consent of the Landlord, and the permission of any governmental agency or public utility company, as and if required, and said use and installation shall be in compliance with applicable public laws.

25. EXPLOSIVES AND FLAMMABLES

The Tenant shall not use, store or keep in or at the Premises any explosives, or flammable, or combustible materials which could increase the rate of fire insurance on the Premises.

26. CONDEMNATION

In the event that the Premises or any part thereof (other than common elements, the taking of which does not prevent continued occupancy of the Premises) is taken by any authority exercising the power of eminent domain, this Lease shall terminate as of the date possession shall be taken by the condemnor. Tenant waives all claims against Landlord or any condemning authority by reason of the complete or partial taking of the Premises, and shall not be entitled to receive any part of any award which Landlord may receive, hereby quitclaiming all interest therein to Landlord.

27. LIENS UPON THE PREMISES

The Tenant has no authority to incur any debt or make any charge against the Landlord or assign(s) or create any lien upon the Premises.

28. DESTRUCTION BY CASUALTY

In the event of damage to the Premises by fire, enemy action, or other casualty, Landlord shall repair the same with reasonable dispatch after written notice of such damage by Tenant. If the Premises or any part of it is damaged by fire, enemy action, or other casualty to such extent that the enjoyment of the premises is substantially impaired, Tenant may immediately vacate the Premises and notify Landlord in writing within fourteen (14) days after such vacation of the intention of Tenant to terminate this Lease, in which case this Lease shall terminate as of the day of vacation. If, however, the damage to the Premises by fire or otherwise was caused by the deliberate or negligent act of Tenant, or the agents, servants, employees, visitors, or licensees of Tenant, no option to terminate by Tenant shall exist and Tenant shall be liable for the rent during the unexpired term of this Lease, without abatement, unless Landlord elects to terminate this Lease, a right which Landlord hereby reserves in such contingency.

29. BANKRUPTCY

In the event Tenant is adjudicated a bankrupt, or makes an assignment for the benefit of creditors, this Lease, at the option of Landlord, shall forthwith terminate and the Premises shall be surrendered to Landlord, who hereby reserves the right to forthwith reenter and repossess the Premisses.

30. REMOVAL OF PROPERTY

It is further provided and agreed between the parties hereto that Tenant shall not remove, nor attempt to remove, any of Tenant's personal property (or properties) at the Premises while there yet remains due and owing any amounts hereunder; and if the Tenant shall attempt to remove said personal property, then in such event, the Landlord is hereby empowered to have the property forthwith seized and detained until Tenant pays Landlord fully such amounts as shall be due under the terms of the Lease.

31. LANDLORD/IRS RELATIONSHIP

Landlord affirms that he is not a nonresident alien individual, foreign partnership, or a non-U.S. corporation and that no withholding is required of any portion of the rent or other monies due him hereunder as provided for in Section 1441 et seq. of the Internal Revenue Code of 1986, as amended.

32. SUBORDINATION

This Lease is and shall remain subject and subordinate to all mortgages or deeds of trust now or hereafter affecting the Premises or the building in which the Premises are located. Although the subordination provision of this section shall be deemed automatic, Tenant shall, within five (5) days after demand, execute any and all instruments requested by Landlord to evidence such subordination and upon Tenant's failure to do so Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact to execute such instruments for and on behalf of Tenant.

33. NOTICE

Any notice provided for or permitted by this Lease to be given by one party to the other shall be deemed sufficiently given for all purposes if in writing, mailed as certified United States mail, return receipt requested, postage prepaid, addressed to the party to be notified at such party's address as set forth herein or the last address designated by such party in writing to the other, or delivered personally within the Washington, D.C. Metropolitan Area, Landlord or Tenant as the case may be, and shall be deemed conclusively to have been given on the date of such mailing or personal delivery.

34. DEATH OF TENANT OR LANDLORD

If the Landlord or Tenant should die during Lease Term, the surviving spouse or the estate of the decedent may terminate this Lease by giving thirty (30) days' written notice to the other parties hereto. This right of termination of Lease must be exercised within ninety (90) days following the death of the party hereto.

35. COUNTERPARTS

This Lease may be executed in any number of copies, each of which shall be an original, but all of which shall together constitute one and the same instrument. One copy of the fully executed Lease shall be delivered by Landlord to the Owners' Association prior to occupancy by Tenant, if required by the Rules and Regulations.

36. NO ASSIGNMENT

This lease may not be assigned or transferred, and the property may not be sublet, either in whole or in part, by Tenant without Landlord's prior written consent.

37. REAL ESTATE TAXES

During the term of this lease, Landlord shall pay all taxes and assessments imposed on the demised premises by the state, county, or other lawful territory.

38. INSURANCE

Landlord shall maintain, to the extent owned by him, all public or common areas in a condition free from all physical and fire hazards. Landlord shall adequately insure the building and, to the extent owned by him, all public or common areas for fire, casualty, hazard, and liability. Tenant shall maintain the demised premises in a hazard-free condition. Tenant shall be responsible for insuring his personal property and he shall be responsible for liability within the demised premises.

39. AGENTS

The Landlord shall notify the Tenant in writing of the name of the person or persons authorized to manage the premises and any person authorized to act for and on behalf of the owner for the purpose of accepting notice.

40. MISCELLANEOUS

a. SURVIVAL: All of the terms of this agreement shall apply to, bind, and be obligatory upon the heirs, executors and administrators, personal representative and assigns of the parties except as otherwise provided herein.

b. EXECUTION AND PRODUCTION OF DOCUMENTS: Each party hereto shall execute, acknowledge and deliver any and all instruments and things which may be necessary to effectuate this agreement and its provisions.

c. AMBIGUITIES OR MISTAKES: This Agreement was drafted cooperatively in consultation with the parties, and neither party shall be entitled to claim the benefit of ambiguity or alleged mistake in the drafting hereof.

d. INTEGRATION: This Agreement contains the entire understanding of the parties, who, with full and complete advice of counsel, hereby state there are no oral or written representations, warranties, agreements or covenants, relied upon to the detriment or benefit of either party other than those expressly set forth herein.

e. MODIFICATION: A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formalities as this Agreement.

f. WAIVER: The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any other default or breach of the same or similar nature.

g. GOVERNING LAW: This Agreement and the provisions hereof shall be construed and governed in accordance with the laws of the Commonwealth of Virginia.

h. SEVERABILITY: If any provision in this Agreement is held invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

i. TIME: Time is of the essence in carrying out each and every term of this Agreement.

j. HEADINGS: The headings provided herein shall not be construed as to narrow or expand the meaning of the language set forth herein.

k. JOINT LIABILITY: The tenants signing this lease shall be jointly and severally liable.

l. HOMESTEAD: Tenant waives the benefit of the homestead exemptions and all other exemptions to which he may be entitled by law.

WITNESS the following signatures and seals:

**LANDLORD:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

(date)

**TENANT:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

(date)