

COMMERCIAL BUILDING LEASE

This LEASE made as of this ___ day of _____, 20___, by and between _____ (the "Landlord") whose address is _____ and _____ (the "TENANT"), whose address is _____.

1. LEASED PREMISES

In consideration of the mutual covenants, terms and conditions hereinafter set forth. Landlord does hereby demise and let unto Tenant and Tenant does hereby lease from Landlord approximately _____ square feet of rentable area located at _____ Virginia _____ (the "Building"). Landlord hereby grants to Tenant a non-exclusive right to use those common areas of the Building designed and intended for common use by the occupant(s) of the Building, subject to reasonable rules and regulations imposed by Landlord. Tenant's area shall be as outlined in on Exhibit "A" attached hereto and hereinafter referred to as the "Leased Premises."

2. TERM

- a. The term of this Lease (the "Term") shall be for _____ days commencing on the 1st day of _____ and expiring at Midnight on the ___ day of _____. If possession is given to Tenant on other than the first day of a calendar month, Tenant shall pay to Landlord the pro-rated rental for the balance of such calendar month, and the Term shall commence on the first day of the next calendar month. For purposes of this Lease, "Lease Year" shall mean the twelve months following the commencement date and each subsequent twelve-month period thereafter.
- b. Provided Tenant is not in default of any of the provisions of this lease, Tenant shall have the option to renew this lease for an additional _____ (___) year. Beginning _____, 200__ and ending _____, 200__ provided that Tenant has notified Landlord in writing of such an election no later than six (6) months prior to the expiration of the Lease. The Minimum Base Rent shall be 1.04 times the previous years rent and shall increase at the rate of 1.04 times the base rent each year thereafter.

3. RENT

- a. The Minimum Base Rent for the Leased Premises for the Term shall be _____ thousand dollars (\$_____.00) payable in equal monthly installments of _____ dollars (\$____.00), subject in each case to adjustment as provided in Paragraph 19, on the first (1st) day of each calendar month, in advance, without demand and without any deduction or setoff whatsoever, to and at the office of Landlord or its authorized agent.
- b. Tenant shall pay to Landlord as Additional Rent the amount of any payment referred to as such in this Lease which accrues while this Lease is in effect. Unless otherwise provided herein. Additional Rent shall be due and payable within the next regular installment of Rent due after such Additional Rent accrues.

4. LATE PAYMENT CHARGE

Notwithstanding any of the other rights of Landlord set forth herein, should the Rent or other charges reserved herein remain unpaid on the fifth day after the date when the same is due, Landlord shall have the right to assess a service charge, which shall be treated as Additional Rent. Such charges shall be in the amount of ten percent (10%) of the delinquent Rent and charges for each month, or part thereof, during which the Rent and charges remain delinquent.

5. RETURNED CHECK CHARGE

Rent paid by check which is returned for insufficient funds or otherwise shall be deemed unpaid until the day there has been substituted therefor either cash or certified check, and Landlord shall have the right to assess Tenant a service charge of one dollars (\$100.00), which shall be treated as Additional Rent, for each such check so returned.

6. SECURITY DEPOSIT

a. Tenant has deposited the sum of _____ dollars (\$_____.00), receipt of which is hereby acknowledged by Landlord. The deposit shall be held by Landlord without liability for interest, as security for the faithful performance by Tenant of all the terms of this Lease to be observed and performed by Tenant. This security deposit shall not be used or applied by Tenant as a substitute for Rent.

b. Should Tenant comply with all of said terms and promptly pay all of the Rent as it falls due and all other sums payable by Tenant to Landlord, said deposit shall be returned in full to Tenant at the end of the Term.

7. USE

The Leased Premises are leased upon the condition that Tenant will use the same lawfully, only for the purpose of _____, and for no other purpose whatsoever.

8. CONDITION OF LEASED PREMISES

Tenant acknowledges and agrees that, except as expressly set forth in this Lease, there have been no representations or warranties made by or on behalf of Landlord with respect to the Leased Premises or the Building or with respect to the suitability of either for the conduct of Tenant's business. The taking of possession of the Leased Premises by Tenant shall conclusively establish that the Leased Premises and the Building were at such time in satisfactory condition, order and repair.

9. UTILITIES AND JANITORIAL SERVICES

a. Tenant hereby covenants that it will promptly pay for all of the utilities of the Leased Premises with the exception of water and sewer (which shall be paid for by the Landlord and included in the Additional Rent) and further that it will make all deposits required by any company or governmental agency, or quasi-governmental body necessary for such services to be rendered and such utilities shall be obtained in the Tenant's name. Tenant shall also be responsible for any and all janitorial services for the Leased Premises.

b. Landlord will supply heated or cooled air throughout the Leased Premises, together with adequate controls to maintain 68 degrees to 72 degrees Fahrenheit during business hours, ___ a.m. to ___ p.m., daily for a 7 day working week. Should Tenant employ working shifts requiring additional expenses to Landlord for utilities, an additional charge, mutually agreeable to the parties hereto, shall be levied by Landlord as Additional Rent and paid by Tenant to compensate Landlord for such additional use.

c. Landlord shall not be responsible for utility failures, and Tenant shall not be entitled to any offset against, or rebate of Rent on account of any utility failure.

10. COMMON AREA MAINTENANCE

All common areas and other common facilities made available by Landlord in or about the Building shall be subject to the exclusive control and management of Landlord. Landlord reserves the right, from time to time to construct, maintain and operate exterior lighting and other facilities, equipment and signs on all of said common areas; to police the same; to change the area, level, location and arrangement of the parking areas and other facilities forming a part of the common areas; and to close temporarily all or any portion of the common areas for the purpose of making repairs or changes thereto and to discourage non-customer parking.

11. MAINTENANCE AND REPAIRS

a. Landlord shall keep the roof, downspouts, exterior and bearing walls, foundations, main plumbing lines, and all of the exterior of the Leased Premises and the parking lot of the Leased Premises in good repair and order during the Term hereof, all at the cost and expense of Landlord; provided, however that if any such repairs are a result of the willful or negligent acts of the Tenant or Tenants invitees, then, in this event, Tenant shall be responsible for the cost of such repair. In addition, Landlord shall keep the common areas of the Leased Premises in good repair and order during the Term hereof.

b. Tenant shall keep the interior of the Leased Premises in good order and repair at Tenant's own cost and expense, but shall not be required in any event to make structural alterations or improvements, excepting those repairs resulting from normal wear and tear.

c. Tenant shall be responsible for repairs and maintenance of the heating and air conditioning systems. Tenant covenants to advise Landlord in writing immediately of any defect or repairs required to be made by Tenant, or of any damage to the Leased Premises.

d. Landlord reserves to itself the exclusive right to the use of the roof of the Leased Premises for all purposes and also the right to use the walls and other portions of the Leased Premises leased in support of, and as a portion of any additional improvements desired to be constructed by Landlord.

e. Tenant shall (i) make all repairs and replacements to the Leased Premises which are not the Landlord's responsibility as specified above (including repairs and replacements to all doors, plate glass, the plumbing and electrical equipment in and on the Leased Premises, and to the heating and air conditioning equipment serving the Leased Premises), (ii) unless provided by Landlord pursuant to the next sentence, maintain a service contract, satisfactory to Landlord, for the heating, ventilating and air conditioning (HVAC) equipment serving the Leased Premises with a licensed servicing company. (iii) Landlord shall have the option of providing ordinary repair and maintenance service for the HVAC equipment of one or more tenants, in which case the cost thereof will be included in the Common Area Maintenance charge billed to each such tenant for whom such service is provided by Landlord and shall not be included in the Common Area Operating Costs, and (iv) Tenant may redecorate and repaint the interior of the Leased Premises whenever necessary to keep the Leased Premises well maintained. Replacements shall be with materials, parts or equipment of the same or substantially same appearance and/or capacity and quality. If Tenant fails to promptly perform such obligations, Landlord may make the repairs and maintain the service contract, at Tenant's expense, and Tenant shall reimburse Landlord for the cost plus twenty percent (20%) thereof promptly upon demand.

f. Tenant shall keep the Leased Premises and adjacent areas clean, shall keep the walkways in front of the Leased Premises and the pedestrian and roll-up doors and windows clean and free of ice and snow, shall remove all refuse from the Leased Premises and adjacent areas, and shall deposit its refuse in the compactor or other trash receptacle supplied by Tenant for Tenant's use. Landlord may elect to provide compactors, dumpsters and/or trash collection service, the cost of which shall be included among the Common Area Costs, or, at Landlord's option, Landlord may charge Tenant for the cost of any such compactor, dumpster or trash collection service based upon Tenant's percentage use of it, which percentage may be determined in any reasonable manner selected by Landlord, including studies prepared by a trash collection service, and in which event such costs shall not be included in the Common Area Operating Costs. Tenant shall not use the compactors, dumpsters or trash collection service provided by Landlord for discarding "Hazardous Waste" (as such term is defined below). Tenant, at its expense, shall dispose of its Hazardous Waste in accordance with applicable federal, state and local laws and regulations. "Hazardous Waste" means all substances declared to be hazardous, toxic or infectious under any applicable Federal, State and Local laws or regulations.

12. INSURANCE AND INDEMNITY

a. Tenant agrees to indemnify and save Landlord harmless against and from any and all claims, damages, costs, and expenses, including reasonable attorneys' fees, arising from the conduct or management of the business conducted in the Leased Premises or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or from any act of Tenant, its agents, contractors, servants, employees, subleases, customers, invitees, or licensees in or about the Leased Premises. In case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, covenants to defend such action or proceeding by counsel satisfactory to Landlord. It is further understood and agreed that Landlord shall not be liable and Tenant

waives all claims for, or arising out of, damage to person or property sustained by Tenant or Tenant's invitees, or licensees, resulting from the Building in which the Leased Premises are situated, or the Leased Premises, or any equipment or appurtenance, becoming out of repair, or resulting from any accident in or about the Building or the Leased Premises, or resulting directly or indirectly from any act of neglect of any other Tenant or Landlord.

b. Tenant shall carry, at its sole cost and expense, liability insurance with regard to Leased Premises in the amounts required under the Lease and shall name Landlord as additional insured and shall be written with a company reasonably satisfactory to Landlord and authorized to engage in the business of insurance in the state in which the Leased Premises are located. Tenant shall maintain at all times commercial general liability insurance or in the case of an automobile service/repair center, Garage Liability Insurance against injuries to persons occurring in, upon or about the Premises with minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage per one accident or disaster, and One Million Dollars (\$1,000,000.00) for property damage, and to furnish Landlord with evidence thereof upon Landlord's demand. In addition, Tenant shall carry no less than One Hundred Thousand Dollars (\$100,000.00) dollars in fire insurance. If the Leased Premises are on the first floor of the Property, Tenant agrees to procure and maintain in sufficient quantity plate glass insurance coverage to protect glass windows and doors serving the Leased Premises. All policies of insurance provided for herein shall be insured by insurance companies with general policyholders who have a rating of not less than "A" and a financial rating of "AAA" as rated in the most current available "A.M. Best's Insurance Reports" and such insurance companies must be qualified to do business in the Commonwealth of Virginia, and naming the Tenant as the insured and the Landlord as additional insured (or other persons or firms as Landlord specifies from time to time) to be issued in form and substance reasonably satisfactory to the Landlord using a form Accord 25 or its equivalent and to furnish the Landlord with a current certificate of insurance containing the aforesaid as evidence of insurance by submitting such to Landlord prior to occupancy. Under no circumstances shall Tenant take occupancy of the unit without first having furnished evidence of insurance as aforesaid. Such policies shall be for the mutual benefit and protection of Tenant, Landlord and others hereinabove mentioned, and executed copies of such policies of insurance or certificates of insurance thereof shall be delivered to the Landlord prior to Tenant's taking possession of the unit and thereafter within thirty days prior to the expiration of the term of each such policy.

c. Landlord agrees to maintain at its expense such fire and extended coverage insurance on the Building in which the Leased Premises are situated and in such amounts as Landlord shall deem appropriate. Tenant agrees not to do, or permit anything to be done, in or about the Leased Premises that will in any way impair or invalidate the obligation of any policy of any insurance with respect to the Leased Premises or the Building in which the Leased Premises are situated. Tenant agrees to pay upon demand, as Additional Rent, any increase in insurance premiums resulting from the business carried on in the Leased Premises even though Landlord has consented to same.

d. Tenant shall be responsible for obtaining their own insurance coverage for equipment, personal property and "contents" at the Leased Premises.

13. Tenant's Defaults

Tenant shall be in default under this Lease if Tenant (a) fails to pay any rent or other sum required hereunder within five (5) days after its due date; or (b) fails to furnish any statement required hereunder within fifteen (15) days after its due date or (c) fails to maintain any insurance required hereunder; or (d) abandons the Leased Premises or fails to conduct business therein for a period of fifteen (15) or more consecutive days; or (e) assigns this Lease or sublets all or any portion of the Leased Premises in violation of Section 27; or (f) fails to open for business in the Leased Premises within thirty (30) days after the Rent Commencement Date; or (g) files for relief under the United States Bankruptcy Code (the "Bankruptcy Code") or under any other state or federal bankruptcy or insolvency law, or Tenant files an assignment for the benefit of creditors, or if an involuntary proceeding under the Bankruptcy Code or under any other federal or state bankruptcy or insolvency law is commenced against Tenant; or (h) defaults in any other

obligation herein and such default is not remedied within fifteen (15) days after written notice of the default from Landlord; provided, however, that Tenant's failure to perform any non-monetary obligation set forth in this Lease on its part to be performed three (3) or more times in any twelve (12) month period shall effect an immediate default, and Landlord thereupon may exercise any remedy set forth in Section 14 below without affording Tenant any opportunity to cure such default.

14. Landlord's Remedies in Case of Tenant's Default

a. At any time after Tenant's default under this Lease, Landlord may (i) terminate this Lease upon notice to Tenant or by an available judicial process; and/or (ii) re-enter the Leased Premises (with or without terminating the Lease), remove all property and store it at Tenant's expense without being deemed guilty of trespass and without liability for any loss or damage, and/or relet or otherwise deal with the Leased Premises in any manner which Landlord determines in its sole discretion.

b. Should Landlord terminate this Lease after Tenant's default, Landlord may recover from Tenant all costs (including reasonable attorneys fees) and other damages incurred by Landlord as a result of such default, and, without limiting the generality of the foregoing, (i) all rent to the time of such termination shall be paid by Tenant immediately, together with all expenses (including reasonable attorneys fees) of retaking possession of the Leased Premises, as shall the cost of preparing the Leased Premises for reletting and the costs (including brokerage fees and advertising) of actually reletting same; (ii) Landlord may take all steps, including repair or alteration of the Leased Premises, to prepare the Leased Premises (iii) Landlord may relet all or any part of the Leased Premises for such term, at such rental, and upon such conditions as Landlord deems advisable; and (iv) Tenant shall pay to Landlord, as liquidated damages, for each month during the balance of the Term (but for termination of the Lease by Landlord), any deficiency between (a) all rent and additional rent herein reserved for each such month, and (b) all rent for each such month collected upon any reletting. Alternatively, if Landlord terminates this Lease at any time after Tenant's default, Landlord may elect, in addition to the damages described in clauses (i) – (iii) of the preceding sentence, and the damages due under clause (iv) up to the time of said election, to recover from Tenant the value at the time of said election of the excess, if any, of all rent and additional rent due under this Lease for the remainder of the Term (but for termination of the Lease by Landlord) over the then reasonable rental value of the Leased Premises for that period.

c. If Landlord elects not to terminate this Lease after Tenant's default, tenant shall continue to be liable for all rent and additional rent due hereunder, in addition to all costs (including reasonable attorneys' fees) and other damages arising from Tenant's default.

d. If Tenant abandons the Leased Premises, Landlord may re-enter the Leased Premises without judicial process and relet them, and such re-entry or reletting shall not terminate this Lease, and Tenant shall continue to be liable for all rent and additional rent due under the Lease, in addition to all costs (including reasonable attorneys' fees) and other damages arising from Tenant's default.

e. Tenant waives all rights of redemption granted by law. This means that, once tenant has committed a default and failed to cure that default within any cure period provided by this Lease, Tenant waives all rights under law to later cure the default and reclaim its interest in this Lease or the Leased Premises.

15. Holding Over

If Tenant lawfully remains in possession of the Leased Premises after the expiration of the Term, Tenant shall be a tenant from month to month, upon all the terms hereof which are not inconsistent with such tenancy; provided, however, that Tenant covenants to pay to Landlord as Minimum Base Rent during such tenancy twice the Minimum Base Rent in effect immediately before expiration of the Term, in addition to all other rent and other charges due hereunder. Such tenancy may be terminated by Landlord or Tenant upon thirty (30) days notice.

16. Surrender of Leased Premises

Upon termination of the Term for any reason, Tenant shall remove its property, and surrender the Leased Premises to Landlord in the same condition as they were in on the Date of Tender, except for ordinary wear and tear. If Tenant fails to remove its property, it shall become Landlord's property, or, at Landlord's option, shall be removed and stored at Tenant's expense, without Landlord being liable for trespass, conversion or negligence in respect of such property. If Tenant fails to surrender the Leased Premises in the condition required by this Section, Landlord may restore the Leased Premises to their condition as of the Date of Tender and Tenant shall reimburse Landlord for the cost of the restoration.

17. Limitation on Landlord's Liability

a. Notwithstanding anything to the contrary in his Lease, (i) Landlord shall not be liable to Tenant for any loss or damage to property which is either covered by insurance or which Tenant is required to insure under this Lease, and (ii) any liability of Landlord to Tenant under this Lease shall be limited to direct damages and shall not include indirect, consequential, incidental, or punitive damages, including any liability to Tenant for lost profits or interruption of business. Tenant shall look to its property damage or business interruption insurance policies, and not to Landlord, its agents or employees for any loss incurred as a result of damage to its property or interruption of its business.

Except for damages resulting from the gross negligence or willful misconduct of Landlord, Landlord shall not be liable to Tenant, its employees, agents or other invitees for any damage, compensation, claim or expense arising from (i) damage or loss to the property of Tenant or others located anywhere in the Leased Premises, or (ii) death, accident or injury to persons occurring anywhere in the Center (including the Leased Premises). Landlord shall have no liability to Tenant for any delay in completing the Leased Premises.

b. There shall be no personal liability on the part of Landlord, any Stockholders, Owners or Members of Landlord (if Landlord is a corporation or LLC), any partners in the partnership constituting Landlord (if Landlord is a partnership), or any mortgagee in possession of the Building, with respect to any terms of this Lease. Tenant shall look solely to the equity of Landlord in the Building for the satisfaction of every remedy of Tenant for any breach by Landlord hereunder. Upon the transfer of Landlord's interest in the Property, Landlord shall be released of all covenants and obligations of Landlord hereunder accruing after the transfer.

18. ATTORNEYS' FEES AND COSTS

Tenant hereby agrees to 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 reasonable attorneys' fees, and Tenant hereby waives the benefit of any homestead or similar exemption laws with respect to the obligations of this Lease.

19. RENT ADJUSTMENT

After the first Lease Year of this Lease, Tenant shall pay to Landlord, as adjusted Minimum Base Rent each year, the amount computed as hereinafter provided: The Minimum Base Rent payable for each subsequent Lease Year shall be the Minimum Base Rent for the preceding year times 1.04 to arrive at the Minimum Base Rent for the new year.

20. NOTICES

Any notice or demand which under the terms of this Lease, or by any statute or ordinance must or may be given or made by a party hereto, shall be in writing and may be given by personal delivery, or by registered or certified mail, return receipt requested, sent to the following address of the other party in question, or to such other address as such party may from time to time designate by notice. Any such notice shall be deemed effective, upon such personal delivery or on the fourth (4th) business day following the mailing thereof as required above.

If to Landlord:

If to Tenant:

21. GOVERNING LAW. This Lease shall be construed in accordance with the laws of the Commonwealth of Virginia.

22. SIGNS

Tenant shall not erect, place, construct or attach on the interior or exterior of the Leased Premises any signs or other matters without the prior written approval of Landlord in its sole discretion. Tenant shall be responsible for obtaining all permits and paying all fees and/or taxes relating to any such signs, including, without limitation, an additional tax imposed against the Leased Premises by reason of any such sign.

23. ALTERATIONS

a. Tenant will not, without Landlord's prior written consent, which will not be unreasonably withheld, make any changes, alterations or improvements in the interior or exterior of the Leased Premises. Any improvements shall meet with the approval of Landlord, and will be made with proper surety given to landlord against possible mechanics' liens.

b. Any such improvements at the end of the Term are to become property of Landlord and Tenant shall be required to restore the Leased Premises to their original condition, but shall surrender the same to the Landlord at the expiration of the Term herein demised, in as good condition as when received, normal wear and tear, damage by fire, explosion or other casualties, and restoration of the Leased Premises to their original condition excepted.

24. LANDLORD'S RIGHT OF ENTRY

Landlord and its agents shall be entitled to enter the Leased Premises at any reasonable time (i) to inspect the Leased Premises, (ii) to exhibit the Leased Premises to any existing or prospective purchaser, tenant or mortgagee, (iii) to make any alteration, improvement or repair to the Building or the Leased Premises, (iv) to remove anything which does not conform to this Lease or to the rules and regulations of Landlord which govern the Building, (v) for any other purpose relating to the operation or maintenance of the Building; provided, however, that Landlord shall, (vi) (unless doing so is impractical or unreasonable because of emergency) give Tenant at least twenty-four (24) hours prior notice of its intention to enter the Leased Premises, and (vii) use reasonable efforts to avoid interfering more than is reasonably necessary with Tenant's use and enjoyment thereof.

25. FIRE AND OTHER CASUALTIES

a. If the Leased Premises are damaged by fire or other casualty during the Term and Landlord, in its sole discretion, determines that the Leased Premises can be restored then the following shall apply: (1) Landlord shall restore the Leased Premises with reasonable promptness (taking into account the time required by Landlord to effect a settlement with, and to procure any insurance proceeds from, any insurer against such casualty) to substantially its condition immediately before such casualty, and may temporarily enter and possess any or all of the Leased Premises for such purpose. (2) So long as Tenant is deprived of the use of any or all of the Leased Premises on account of such casualty, Rent shall be abated in proportion to the number of square feet of the Leased Premises rendered substantially unfit for occupancy by such casualty, unless, because of any such damage, the damaged portion of the Leased Premises is made materially unsuitable for use by Tenant for the purposes set forth herein, in which event Rent shall be abated entirely during such period of deprivation. (3) The repair and restoration obligations of Landlord hereunder are in all events subject to its receipt of the insurance proceeds therefor, Landlord's obligations therefor shall in no event extend beyond the amount of such insurance proceeds and if the damage is caused by a casualty not covered by the Landlord's insurance, Landlord shall have no repair and restoration obligations. Landlord

shall not be obligated to repair, restore or replace any fixture, improvement, alteration, furniture or other property owned, installed or made by Tenant.

b. Anything contained in the preceding paragraph to the contrary notwithstanding, if the Building is so damaged by fire or any other casualty that (i) either the Leased Premises or the Building are rendered substantially unfit for occupancy, as determined by Landlord in its sole discretion, or (ii) the Building is damaged to the extent that Landlord in its sole discretion elects to demolish the Building, then in either case Landlord may elect to terminate this Lease as of the date of the occurrence of such damage, by giving written notice thereof to Tenant within sixty (60) days after such date. In such event, (i) Tenant shall pay to Landlord Rent and any Additional Rent payable by Tenant hereunder and accrued through the date of such termination, (ii) Landlord shall repay to Tenant all prepaid Rent for periods beyond such termination and (iii) Landlord may immediately enter and repossess the Leased Premises without further notice.

c. If any such damage to the Leased Premises, the Building or both is caused by or results from the negligent or intentional act or omission of the Tenant, those claiming under Tenant or any of their respective officers, employees, agents or invitees, rent shall not be suspended or apportioned as aforesaid, and Tenant shall pay to Landlord as Additional Rent the cost of (i) any repairs and restoration made or to be made as a result of such damage, or (ii) any damage or loss which Landlord incurs as a result of such damage.

d. In the event of any such damage to the Leased Premises or the Building, Landlord shall not be liable to Tenant for loss of profits, expenses, or any other type of injury or damage resulting from the repair of any such damage or for the termination of the Lease as provided herein. Tenant assumes all risk of damage to its personal property in the Leased Premises from any casualty.

26. CONDEMNATION

a. If the Leased Premises, or any part thereof, is taken by the exercise of the power of eminent domain or is conveyed under a threat of such a taking (each of which is hereinafter referred to as a "Condemnation"), Landlord shall be entitled to collect from the condemning authority the entire amount of any award made in an such proceeding or the consideration for such conveyance, as the case may be, without deduction for any leasehold estate held by Tenant under this Lease.

Tenant (i) assigns to Landlord all of Tenant's right, title and interest, if any, in and to any such award or consideration; (ii) waives any right that it may otherwise have in connection with such Condemnation against Landlord or the condemning authority, to any payment for the value of the then unexpired portion of the Term, leasehold damages, and any damage to or diminution of the value of Tenant's leasehold estate hereunder; and (iii) agrees to execute all further documents which may be required to facilitate Landlord's collection of such award or consideration.

Subject to the foregoing. Tenant may seek, in a separate proceeding, a separate award on account of damages or costs incurred by Tenant as a result of such Condemnation, so long as such separate award in no way diminishes any award or consideration which Landlord would otherwise receive as a result of such Condemnation.

d. If all of the Leased Premises are taken by a Condemnation, or if any part of the Leased Premises is taken by a Condemnation and the remainder thereof is insufficient for the reasonable operation of Tenant's business as determined by Landlord, in its sole discretion, or if any of the Building is taken by a Condemnation and, in the sole discretion of Landlord, it would be impractical to restore the remainder thereof, then in any such event, the Term of this Lease shall terminate on the date upon which possession of the Leased Premises or the Building, as the case may be, is taken by the condemning authority thereunder, and Rent and other charges payable hereunder shall be apportioned and paid to such date.

27. ASSIGNMENT AND SUBLETTING

Tenant acknowledges that Landlord has entered into this Lease because of Tenant's financial strength, goodwill, ability and expertise, and accordingly, this Lease is one which is personal to Tenant. Tenant agrees that it will not (i) assign its rights under this Lease, or (ii) make or permit any total or partial sale, lease, use, sublease, assignment,

conveyance, license, mortgage, pledge, encumbrance or other transfer of this Lease, any interest of Tenant in this Lease, any or all of the Leased Premises or the occupancy or use thereof (each of which is hereinafter referred to as a "Transfer"), without first obtaining the written consent of Landlord thereto (which consent shall not constitute a consent to any subsequent Transfer). Landlord shall be entitled, in its sole discretion, to approve or disapprove any Transfer and to condition an approval upon the assignee's written assumption of all of Tenant's obligations hereunder. No action taken with or without Landlord's consent shall release Tenant from liability for the timely performance of all of Tenant's obligations hereunder. For purposes of this section, transfer, in one or a series of transactions, by any person or persons owning at least ten percent (10%) of the stock in a corporate Tenant or a ten percent (10%) partnership interest in a partnership Tenant incurred as of the date hereof, of such interest to a person or persons not having an interest in Tenant on the date hereof shall be deemed a Transfer of this Lease.

28. BROKER'S COMMISSIONS

Tenant represents and warrants that it has not dealt with any real estate broker, finder or other person, with respect to this Lease in any manner, except Blackwood Real Estate, Inc. located at 10950 Pierson Drive, Suite 600, Fredericksburg, Virginia 22408 (acting as Landlord's Agent). Landlord shall pay any commissions or fees that are payable only to the above-named broker(s) with respect to this Lease based upon a total of six (6%) percent commission of the Minimum Base Rent as stated in Paragraph 3 herein. Such commission shall be paid on a yearly basis to Landlord's Agent for the entire time that Tenant occupies the Leased Premises. Tenant shall indemnify and hold Landlord harmless from any and all damages resulting from claims that may be asserted against Landlord by any other broker, finder or other person including, without limitation, any substitute or replacement broker claiming to have been engaged by Tenant now or in the future, claiming to have dealt with Tenant in connection with this Lease or any amendment or extension hereto, or which may result in Tenant leasing other or enlarged space from Landlord. The provisions of this paragraph shall survive the termination of this Lease.

29. SUBORDINATION AND ATTORNMENT

Tenant agrees that this Lease shall be subject and subordinate to the lien of any mortgage, deed of trust, ground lease or other similar instrument of encumbrance heretofore or hereafter covering the Building, and each renewal, modification, consolidation, replacement, increase or extension thereof (each of which is hereinafter referred to as a "Mortgage") all automatically and without the necessity of any action by either Landlord or Tenant. Tenant, promptly at the request of Landlord or the holder of any such Mortgage, shall execute, such further instruments evidencing such subordination as Landlord or the holder of such Mortgage deems reasonable necessary or desirable. Tenant further agrees to attorn to the holder of any Mortgage in the event of a foreclosure thereof.

30. ESTOPPEL

Within five (5) days after a request by Landlord, Tenant shall execute and deliver to Landlord, or such person(s) as Landlord designates without reservations or negotiations by Tenant, an estoppel certificate in such form as Landlord or Landlord's lender may request or by a prospective lender to Landlord or by a prospective purchaser of the Leased Premises.

31. RULES AND REGULATIONS

Landlord shall have the right to prescribe from time to time, in its sole discretion, rules and regulations having nondiscriminatory applicability to all tenants of the Building (subject to the provisions of their respective Leases) and governing the use and enjoyment of the Building; provided, however, that the rules and regulations shall not adversely interfere with Tenant's use and enjoyment of the Leased Premises, in accordance with the provisions of this Lease. Tenant shall abide by the rules and regulations and shall cause its agents, employees, invitees, visitors and guests to do so.

32. ADDITIONAL PROVISIONS

The attached addendum(s), if any, bearing the signatures of all parties concerned is hereby made a part of this Lease.

Addendum attached: YES () NO ()

33. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

Typewritten or handwritten provisions included in this Lease shall control all printed provisions in conflict therewith.

34. MODIFICATION

This Lease and the attached addendum, if any, constitutes the entire agreement among the parties. It may not be modified or changed except by written instrument executed by Landlord, Tenant, and BROKER. The invalidity of any particular clause of this Lease by order of court or decision of any judicial authority having jurisdiction over the same shall not be construed to void or invalidate the Lease in its entirety. This Agreement may be signed by facsimile or electronic form of signature and such signature shall be fully binding. Upon request, such party shall provide an originally signed copy of the Agreement to the other party.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first hereinafter Written.

Landlord:

Tenant:

Date: _____

Date: _____