

**LOCATION:**  
**Warrenton, Virginia**  
**(Vint Hill)**

**LEASE**

Dated for reference purposes the 28<sup>th</sup> day of March\_\_ 2011

Between:

**Pretium at Vint Hill, LLC**  
a Virginia limited liability company  
**("Landlord")**

- and -

**Council of Industrial Boiler Owners**  
a Virginia Corporation  
**("Tenant")**

## LEASE TERM SHEET

Lease Date: March 28, 2010

Landlord: Pretium at Vint Hill, LLC, a Virginia limited liability company

Tenant: Council of Industrial Boiler Owners.

Demised Premises;  
Net Rentable Area: Suite 102, 1,730 rentable square feet

Term: 5 years from Rent Commencement (Estimated - August 1, 2011 through July 31, 2016)

Rent  
Commencement  
Date: As set forth in Section 4.2

Per SF: \$26.00 per rentable square foot of the Demised Premises, full service, subject to escalation

Annual: \$44,980.00 (subject to escalation, as more particularly set forth in Section 3.1)

Monthly: \$3,748.33 (subject to escalation, as more particularly set forth in Section 3.1)

Increases: 3% per lease year

Operating  
Expenses/Real  
Estate Taxes:

Base Year: Calendar Year 2011

Tenant's  
Percentage: 2.86%

Security Deposit: \$10,000.00 \_\_\_\_\_

Tenant  
Improvements The tenant improvements described on Exhibit B and shown in Exhibit A

Plans and  
Specifications Collectively, Exhibit B and Exhibit A

Substantial  
Completion

That the Tenant Improvements have been substantially completed by Landlord in accordance with the Plan and Specifications, subject to minor items of repair, correction, adjustment or completion and other "punch list" items as such term is commonly understood in the construction industry in Northern Virginia. An Occupancy Permit issued by Fauquier County shall be conclusive evidence of Substantial Completion. Tenant shall indicate acceptance of such improvements with the execution of Exhibit C.

Tenant's Notice  
Address:

Before Occupancy:  
6035 Burke Center Parkway, #360  
Burke, VA 22015  
Attn: Gail Bessette

After Occupancy Date:  
at the Demised Premises

Landlord's Notice  
Address:

Pretium at Vint Hill, LLC  
c/o Millennium Realty Advisors, LLC  
8300 Greensboro Drive  
McLean, Virginia 22102  
Attn: Douglas Eliot

Parking:

See Section 27 of the Lease

## DEED OF LEASE

THIS DEED OF LEASE is made as of December \_\_, 2010, by and between **Pretium at Vint Hill, LLC**, a Virginia limited liability company ("Landlord") and Buccaneer Council of Industrial Boiler Owners, a Virginia Corporation ("Tenant").

### 1. Demised Premises; Common Areas.

1.1. Demised Premises. Subject to the terms and conditions set forth in this Lease and in consideration of the rents to be paid by Tenant to Landlord hereunder, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord an agreed upon 1,730 square feet of space known as Suites 102 (the "Demised Premises"), on the 1st floor of the building known as the Pretium at Vint Hill Condominium as shown on Exhibit A attached hereto, which building is located at 6801 Kennedy Road, Warrenton, Fauquier County, Virginia, 20187, and consists of approximately 60,478 square feet, (the "Building"). Subject to the terms and provisions of this Lease (including, without limitation, Section 14.1 hereof), the lease of the Demised Premises shall include the grant to Tenant of a nonexclusive right in common with other tenants in the Building and members of the public to the use and enjoyment of the Common Areas (as defined below) of the Building for their reasonably intended purposes.

1.2. Common Areas. The term "Common Areas" means all areas, facilities and improvements from time to time a part of or appurtenant to the Building and provided for the mutual convenience and use of tenants and other occupants of the Building, their agents, employees, customers and invitees, including, without limitation, entrances, stairways, elevators, service corridors, delivery areas, storage areas, public restrooms and other public areas and/or conveniences from time to time designated by Landlord as common areas, including but not limited to the Common Elements (as defined under the Condominium Documents, the "Common Elements"). Landlord (or the Association, as defined in the Condominium Documents, the "Association") shall have the sole and exclusive control, management and direction of the Common Areas and their use, and shall have the exclusive right and privilege of determining the nature and extent of the Common Areas and of making such changes, additions and/or reductions in and to the Common Areas as Landlord from time to time may deem necessary or desirable. Landlord shall have the right at any time and from time to time to (i) close all or any portion of the Common Areas to make repairs or changes or for any other purpose, (ii) reduce, expand, change and/or reconfigure the size, location shape and/or extent of the Common Areas, (iii) eliminate or add any space or improvements to the Common Areas; and/or (iv) change the use of any space in the Building excluding the Demised Premises, provided in each such instance that the Demised Premises remain reasonably accessible to Tenant for the uses permitted hereunder and the windows of the Demised Premises remain unobstructed, however, nothing herein shall prevent a temporary obstruction for any reason.

1.3. Condominium. Tenant acknowledges that the Demised Premises consists of Condominium Unit 102 (the "Units"), which Units were created and are governed by that certain Declaration of Pretium at Vint Hill Condominium, recorded among the Land Records of Fauquier County at Deed Book 1305, page 1741 on or about November 14, 2008, as well as by the By-Laws and other exhibits and appendices attached thereto (collectively, and as amended, together with any rules, regulations and resolutions adopted in connection therewith from time to

time, (the “Condominium Documents”). A current copy of the Condominium Documents is attached hereto as Exhibit E, and Tenant acknowledges its review of the terms thereof. Tenant acknowledges and agrees that (i) it will adhere to the terms of the Condominium Documents, (ii) the Condominium Documents may be further amended without the consent of Tenant, (iii) the Declarant (as defined in the Condominium Documents, the “Declarant”) will have responsibility for maintenance of the Common Elements of the Building, until the expiration of the Declarant Control Period, (as defined in the Condominium Documents, the “Declarant Control Period”) at which time the Association will have such responsibility, (iv) all of the rights granted to Tenant in this Lease are subject to the terms of the Condominium Documents, and to the extent that this Lease or the Condominium Documents conflict, the Condominium Documents shall govern.

1.4. The terms of the “Lease Term Sheet” set forth at the beginning of this Lease are hereby incorporated as a substantive portion of this Lease, and any capitalized terms used in such “Lease Term Sheet” shall serve as defined terms for the purposes of this Lease to the extent that such terms are not otherwise defined.

2. Term; Rent Commencement Date; Delivery of Premises; Base and Lease Years; Construction of Tenant Improvements.

2.1. Term. Unless sooner terminated or extended in accordance with this Lease, the term of this Lease (the “Term”) shall commence on the date (the “Delivery Date”) that Landlord delivers the Premises to Tenant with the Tenant Improvements Substantially Complete (as such terms are defined in the Lease Term Sheet) and shall continue for five (5) consecutive years from the Rent Commencement Date (as defined in Section 4.2 hereof). If the Rent Commencement Date is a day other than the first day of a calendar month, then the Term shall be extended by the number of calendar days remaining in such partial month. Landlord shall have no liability, and Tenant shall have no right or remedy, for Landlord’s failure to timely deliver the Premises to Tenant, or to Substantially Complete the Tenant Improvements, by or on any particular date.

2.2. Base and Lease Years. For all purposes of this Lease, “Base Year” shall mean calendar year 2011. “Lease Year” shall mean consecutive twelve (12) month periods (subject to adjustment as set forth in this sentence, if applicable), the first Lease Year commencing on the Rent Commencement Date as herein defined and ending on the day preceding the first anniversary of the Rent Commencement Date (or, if the Rent Commencement Date is not the first day of a calendar month, commencing on the Rent Commencement Date and ending on the last day of the calendar month in which the first anniversary of the Rent Commencement Date occurs), and each subsequent Lease Year commencing on the day after the end of this preceding Lease Year.

2.3. Construction of Tenant Improvements; Landlord shall construct the Tenant Improvements in accordance with Exhibit B at its sole cost and expense, so that the delivery of the Premises shall be a “turnkey” delivery. Completion of improvements shall be confirmed by County approval of a Certificate of Occupancy.

3. Base Rent; Additional Rent; Security Deposit.

### 3.1. Base Rent; Rental Escalation; Rental Abatement

(a) Commencing on the Rent Commencement Date, subject to escalation as provided in Section 3.1(c), Tenant shall pay as base rent ("Base Rent") for the Demised Premises \$26.00 per square foot of Net Rentable Area, or the sum of Forty Four Thousand Nine Hundred Eighty and 00/100 DOLLARS (\$44,980.00) per annum, payable in twelve (12) equal monthly installments of Three Thousand Seven Hundred Forty Eight and 33/100 DOLLARS (\$3,748.33) each, due on the first day of each calendar month throughout the Term. If the Rent Commencement Date is a day other than the first day of a calendar month, then, on the Rent Commencement Date, Tenant shall pay a prorated monthly installment of Base Rent at the rate of one thirtieth (1/30th) of such monthly installment for the actual number of days remaining in such month. All Base Rent shall be payable in lawful currency of the United States to Landlord or its designated agent, in advance, without notice or demand, and without deduction, set-off or counterclaim. Landlord shall have the right to require Base Rent to be paid by cashier's or certified funds if Tenant shall be late in the payment of any monthly installment of Base Rent, or if any check tendered by Tenant shall be dishonored more than twice.

(b) By execution of this Lease, Landlord acknowledges receipt from Tenant of payment of one monthly installment of Base Rent, and hereby agrees to apply such payment to Base Rent first due and payable by Tenant from and after the Rent Commencement Date.

(c) Commencing on the first day of the second Lease Year and continuing on the first day of each succeeding Lease Year, if any, monthly Base Rent shall be increased by three percent (3%) per annum from the monthly Base Rent paid during the previous Lease Year. The following table describes the required rent:

Yr	Estimated Date	Rate \$/SF	Monthly	Annual
1	8/1/2011 – 7/31/2012	\$26.00	\$3,748.33	\$44,980.00
2	8/1/2012 – 7/31/2013	\$26.78	\$3,860.78	\$46,329.40
3	8/1/2013 – 7/31/2014	\$27.58	\$3,976.12	\$47,713.40
4	8/1/2014 – 7/31/2015	\$28.41	\$4,095.78	\$49,149.30
5	8/1/2015 – 7/31/2016	\$29.26	\$4,218.32	\$50,619.80

3.2. Additional Rent. Amounts payable by Tenant under this Lease other than Base Rent, and any charges or expenses incurred by Landlord on behalf of Tenant under this Lease, shall constitute additional rent ("Additional Rent"), payable as provided for in this Lease and otherwise in the same manner as Base Rent, and without deduction, set-off or counterclaim.

Any obligation for Additional Rent arising prior to the expiration or termination of this Lease shall survive such expiration or termination.

3.3. Security Deposit.

(a) Upon execution hereof, Tenant shall deposit with Landlord as security for the performance of Tenant's obligations under this Lease, cash in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Security Deposit"). The Security Deposit shall be held by Landlord and shall be refunded or returned, as applicable, to Tenant within forty-five (45) days at the expiration of the Term, net, however, of any Base Rent and Additional Rent then due and payable (without, however, impairing the right of Landlord to collect any Base Rent or Additional Rent thereafter falling due and payable or thereafter requested or demanded by Landlord in accordance with this Lease), and net of the cost of any repairs necessitated by Tenant's failure to surrender the Demised Premises in the condition required herein or of the cost of any other default as provided herein.

(b) If Tenant shall default hereunder, all or any portion of the Security Deposit may be applied by Landlord to cure such default (without, however, limiting any other rights and remedies available to Landlord under this Lease, at law or in equity), and Tenant shall have the obligation upon demand by Landlord to restore all or any portion of the Security Deposit at any time so applied by Landlord.

4. Rent Commencement Date. The "Rent Commencement Date" shall be the earliest of (i) the Delivery Date, (ii) such earlier date upon which Tenant in whole or in part commences to conduct business from the Demised Premises, (iii) such earlier date upon which Tenant moves Tenant's Personal Property (as defined in Section 10.4) into the Demised Premises or (iv) the date that Landlord would have achieved Substantial Completion of the Tenant Improvements, as reasonably determined by Landlord, but for any delay in such completion caused by Tenant (or any of Tenant's agents, employees or contractors), including but not limited to any failure of Tenant to comply with the terms of this Lease, any additional time required to order or install any long lead items requested by Tenant, any Change to the Plans and Specifications requested by Tenant, any interference by Tenant in the completion of the Tenant Improvements, or any failure of Tenant to provide Landlord with information reasonably requested by Landlord. Upon Landlord's request, Tenant shall execute and deliver a declaration in the form of Exhibit C in order to confirm the Rent Commencement Date, the Term and the other matters therein contained.

5. Increases in Operating Expenses and Real Estate Taxes.

5.1. Tenant's Share. Commencing with the second Lease Year and continuing for each year thereafter that this Lease is in effect, Tenant shall pay to Landlord as Additional Rent Tenant's Share (as defined below) of Increases in Operating Expenses and Real Estate Taxes (as defined below) incurred during each calendar year of the Term as herein provided. If the Rent Commencement Date or the expiration of the Term is other than the first day of a calendar year, Tenant's Share shall be adjusted to reflect the actual period of occupancy during such calendar year. For purposes of this Lease:

“Increases in Operating Expenses and Real Estate Taxes” means any increase in Operating Expenses and Real Estate Taxes over actual Operating Expenses and Real Estate Taxes for the Base Year, grossed up as provided for in Section 5.7. Increases in “controllable” operating expenses will be limited to 5% per year.

“Tenant’s Share” means the product obtained by multiplying Tenant’s Percentage by the amount that Operating Expenses and Real Estate Taxes for such calendar year exceed Operating Expenses and Real Estate Taxes for the applicable Base Year; and

“Tenant’s Percentage” means seventeen and five hundredths percent (2.86%) and is the proportion that the Net Rentable Area of the Demised Premises bears to [the aggregate net rentable area in the Building.]

5.2. Monthly Payments. Commencing on the first day of the second Lease Year, prior to the determination of actual Increases in Operating Expenses and Real Estate Taxes for any calendar year, Tenant shall make monthly installment payments of its Tenant’s Share based on Landlord’s written estimate of Operating Expenses and Real Estate Taxes for such calendar year. Commencing with the first monthly installment of Base Rent payable following the receipt of such estimate by Tenant and continuing on the first day of each month thereafter, Tenant shall pay to Landlord a fraction of Landlord’s reasonable estimate of Tenant’s Share of Increases in Operating Expenses and Real Estate Taxes based upon the number of months during such calendar year for which Tenant is responsible for such increases. If such estimate is delivered after the commencement of a calendar year, Tenant shall continue to make estimated monthly payments in an amount equal to the monthly payments, if any, made during the preceding calendar year and, with the first monthly payment due after receipt of such estimate for the then current calendar year, Tenant also shall pay to Landlord an amount equal to the product of (i) the number of months elapsed in such current calendar year multiplied by (ii) the excess, if any, of the amount of each monthly payment owed for such current calendar year over the amount of monthly payments made by Tenant.

5.3. Expense Statements. Within one hundred twenty (120) days of the end of each calendar year for which Tenant is liable for Increases in Operating Expenses and Real Estate Taxes, Landlord shall submit a statement (the “Expense Statement”) to Tenant showing Tenant’s Share for the applicable period, however, Landlord’s failure to provide such Expense Statement by the date provided herein shall in no way excuse Tenant from its obligation to pay its pro rata share of Operating Expenses and Real Estate Taxes or constitute a waiver of Landlord’s right to bill and collect such pro rata share of Operating Expenses and Real Estate Taxes in accordance with this Section 5.3. Within thirty (30) days after the delivery of the Expense Statement, Tenant shall pay to Landlord any deficiency between the amount shown as Tenant’s Share for such period and the estimated payments made by Tenant under Section 5.2. Tenant shall be credited with any excess estimated payments against estimated payments of Increases in Operating Expenses and Real Estate Taxes for subsequent years, unless the Lease shall have expired, in which event Landlord shall refund any such excess, without interest. Tenant’s or Landlord’s liability for the final payment or refund of such Increases in Operating Expenses and Real Estate Taxes shall survive the expiration or termination of this Lease for a period ending on payment in full by Tenant of the final reconciliation of Operating Expenses and Real Estate Taxes for the final Lease Year.



5.4. Operating Expenses. “Operating Expenses” means any and all expenses reasonably incurred by Landlord, Declarant, or, as applicable, the Association, in connection with the operation, management, maintenance and repair of the Building (including its land and all common areas) and all easements, rights and appurtenances thereto. By way of example, but without limitation, Operating Expenses shall include without limitation (i) salaries, payroll taxes, wages, health insurance benefits (including group life insurance) and pension payments for on-site persons engaged in the operation, management, maintenance and/or repair of the Building, (appropriately prorated in the case of any part-time employees) (ii) license fees, (iii) all utilities, including, without limitation, electricity and water, serving the Building and not payable by any specific tenant(s) or occupant, (iv) repairs and maintenance not payable by any specific tenant(s) or occupant, (v) material costs for materials used in connection with the operation, maintenance and/or repair of the Building, (vi) depreciation (on a straight-line basis) for capital expenditures (including reasonable attorneys’ fees) made by Landlord, the Declarant or the Association primarily for the purpose of reducing Operating Expenses (as opposed to those performed by reason of obsolescence or by reason of the replaced item having reached the end of its useful life) or to comply with any revisions to or newly enacted ordinances, laws, orders, rules, requirements and regulations of any and all governmental authorities, including, without limitation the Americans With Disabilities Act, all federal, state and local environmental laws, rules and regulations, to the extent such ordinances, laws, orders, rules, requirements or regulations first become applicable to the Building subsequent to the Lease commencement date, and all rules, directions, requirements and recommendations of any Board of Fire Underwriters, insurance carrier and fire insurance rating organization, or other body or agency now or hereafter exercising similar functions (collectively, “Laws and Requirements”), respecting the business of the Landlord, Declarant, the Association or the Building and its use and occupancy to the extent not caused by reason of either the activities, or presence within the Building, of any particular tenant or occupant, amortized over the useful life of such capital expenditure (as reasonably determined by Landlord in accordance with generally accepted accounting principles), together with interest thereon at the rate of one percent (1%) over the Prime Rate (as hereinafter defined) in effect as of the date of substantial completion of such capital expenditure, (vii) premiums for casualty, liability, worker’s compensation or other insurance relating to the Building, (viii) security, (ix) supplies, (x) Building cleaning and janitorial services not payable by any specific tenant or occupant, (xi) window cleaning, (xii) trash and snow removal, (xiii) repair and maintenance of the grounds and landscaping, (xiv) management fees or association fees, (xv) accounting fees related to Building operation and the determination of Increases in Operating Expenses and Real Estate Taxes, (xvi) telephone, postage, stationery supplies and other materials and expenses required for routine Building operation of the Building, (xvii) any assessments or amounts assessed against the unit owners under or in connection with the Condominium Documents for any reason, including but not limited to “Common Expenses” (as defined in the Condominium Documents), and (xviii) any other expense or charge of any nature whatsoever, whether or not herein mentioned, which would be included in Operating Expenses in accordance with sound accounting and management principles generally accepted with respect to the operation of comparable office buildings and/or office condominiums in the Washington Metropolitan Area. For the purposes of this Section 5.4, the term “Prime Rate” shall be deemed to mean the prime rate published in the “Money & Investing” section of the eastern edition of *The Wall Street Journal*, or, if *The Wall Street Journal* shall cease to be published, then such

other publicly-available designation of the prime rate, as determined by Landlord in Landlord's sole discretion.

5.5. Real Estate Taxes. "Real Estate Taxes" means all taxes and assessments, general or special, ordinary or extraordinary, foreseen or unforeseen, assessed, levied or imposed upon or in connection with the operation of the Building, its land or any vault space under the current or any future taxation or assessment system, whether a public taxation or assessment or a business improvement district assessment, and whether or not based on or measured by the receipts or revenues from the Building or its land, together with all land taxes and improvements assessed against the Building. For the purposes of this Lease, Real Estate Taxes also shall include the reasonable expenses (including, without limitation, attorneys' fees) incurred by Landlord, Declarant or the Association in appealing or attempting to obtain a reduction of such taxes, charges or assessments with respect to Real Estate Taxes payable during any portion of the Lease Term, but shall exclude any penalty and interest on delinquent assessments. Penalties for late filing of income-expense or other informational returns shall also be excluded. Real Estate Taxes shall not include any federal, state or local recordation, transfer, franchise, capital stock, inheritance, general income, gift or estate taxes. Real Estate Taxes which are being contested by Landlord, Declarant or the Association shall be included (without reduction) as the Real Estate Taxes for any calendar year, although no party shall have any obligation to contest, object to or litigate the levying, assessment or imposition of Real Estate Taxes, and may settle, compromise, consent to, waive or otherwise determine any such Real Estate Taxes without consent of or notice to Tenant. In no event shall the Real Estate Taxes for the Base Year be reduced by reason of a refund attributable to a prior year.

5.6. Sales, Use or Other Taxes. If, during the Term, any governmental authority levies, assesses or imposes any tax on Landlord, the Demised Premises, the Building and/or the land appurtenant thereto, or the rents payable hereunder, in the nature of a sales tax, a use tax (including a gross receipts tax) or any other tax except (i) income taxes (including corporate franchise or unincorporated business taxes), (ii) estate, gift, recordation, transfer, succession or inheritance taxes, or (iii) Real Estate Taxes, Tenant shall pay the same (exclusive of any interest or penalties) to Landlord as Additional Rent at the time of, and together with, the first monthly installment payment of Base Rent due following receipt by Tenant of written notice of the amount of such tax. If any such tax is levied, assessed or imposed upon more than the Demised Premises or the rents payable hereunder, Tenant shall pay its proportionate share of the total taxes as Landlord reasonably shall estimate.

5.7. Gross Up. If, during the Base Year and for any period during the Term, less than ninety-five percent (95%) of the rentable square footage of the Building is occupied, then, in calculating Operating Expenses for such period, Landlord shall increase those components of Operating Expenses that Landlord reasonably believes would have been incurred during such period as if the Building were ninety-five percent (95%) occupied, provided, however, Landlord shall in no event collect more than one hundred percent (100%) of the Operating Expenses actually incurred in the aggregate.

5.8. Special Assessments. Notwithstanding anything in this Lease to the contrary, in the event that any Unit is assessed any special assessment pursuant to the terms of the Condominium Documents that is not generally assessed against all unit owners of the

Building, Tenant shall be liable for a pro rata portion of such assessment equal to the percentage that the Net Rentable Area of the Demised Premises bears to the Net Rentable Area of the Units.

6. Personal Property Taxes.

6.1. Levied on Tenant. Tenant shall pay during the Term, before delinquency, all taxes, assessments, license fees and other charges, if any, levied and/or assessed against Tenant's Personal Property (as defined in Section 10.4). On written demand by Landlord, Tenant shall furnish Landlord with evidence of such payment.

6.2. Levied on Landlord. If any tax on Tenant's Personal Property is levied against Landlord or Landlord's property, or if the assessed value of the Building is increased by the value placed on Tenant's Personal Property or the value of leasehold improvements in excess of the improvements installed in the Demised Premises as of the date hereof, and if Landlord pays any such tax or any tax based on any such increased assessment, then, upon demand by Landlord, Tenant immediately shall reimburse Landlord therefor. No such tax on any other personal property belonging to any other tenant shall be included in Real Estate Taxes under Article 5 above.

7. Use of the Demised Premises. The Demised Premises shall be used and occupied by Tenant solely for general office use, uses incidental thereto, and for no other purpose whatsoever. Tenant shall not use or occupy the Building, the land appurtenant thereto, or the Demised Premises in any manner that is unlawful or dangerous or that shall constitute waste, or a nuisance to Landlord or the other tenants of the Building. Tenant, at its sole cost and expense, shall observe and promptly comply with all present and future Laws and Requirements respecting the business of Tenant, the Demised Premises, the Building or the land appurtenant thereto. Tenant shall indemnify and hold harmless Landlord and its members and managers, and their respective members, partners, shareholders, officers, directors, employees, agents, and their respective successors and assigns, from and against any claim, demand, loss, cause of action, suit, judgment, damage, injury, cost, expense or liability (including reasonable attorneys' fees) direct, indirect and consequential, arising out of or in connection with a breach of the foregoing. This Section 7 shall survive the expiration or termination of this Lease.

8. Maintenance and Repairs; Surrender.

8.1. By Tenant. During the Term, Tenant shall maintain the interior of the Demised Premises and the improvements and fixtures therein and the suite entry and directory signage in good order, repair and condition at its sole cost and expense, and, at the expiration or other termination of the Term, shall surrender and deliver the Demised Premises and all keys, locks, improvements and fixtures connected therewith (except Tenant's Personal Property) in like good order, repair and condition, as the same shall exist at the Rent Commencement Date, except as repaired, rebuilt, restored or altered as required or permitted by this Lease, ordinary wear and tear and damage by fire, casualty or condemnation excepted. Subject to Sections 8.2 and 8.3, Tenant, at its sole cost and expense, shall perform any and all repairs and/or replacements to any part of the Demised Premises or the Building, if any repair and/or replacement is caused by the act or omission of Tenant or any of Tenant's agents, guests,

invitees, licensees, employees, clients, contractors or customers (collectively, "Invitees or Guests") or by the failure of Tenant to perform any of its obligations under this Lease. All maintenance, repairs and/or replacements required to be performed by Tenant shall be made or performed promptly as and when necessary or appropriate, and shall be made or performed (i) in accordance with the provisions of Section 10 and otherwise in accordance with all applicable Laws and Requirements, (ii) in a good and workmanlike manner, using new materials and components, and (iii) in accordance with such rules and regulations and/or supervision as Landlord reasonably may impose. Any contractor engaged by or on behalf of Tenant to perform work within the Premises pursuant to this Section must comply with the Rules set forth on Exhibit D, attached hereto, or such other rules as Landlord may establish from time to time.

8.2. Landlord's Right to Perform Tenant's Obligations. At Landlord's sole election, if any maintenance, repair or replacement required of Tenant under Section 8.1 involves any structural elements of the Building, any Building systems or equipment or which otherwise would be the maintenance, repair or replacement obligation of Landlord under Section 8.3, or if Tenant shall fail to maintain and repair the Demised Premises in accordance with the terms of this Lease, then and in either event, Landlord shall have the right to maintain, repair and replace the same, and any charge or costs thereof incurred by Landlord shall be reimbursed as Additional Rent promptly by Tenant to Landlord upon receipt by Tenant of a written invoice from Landlord.

8.3. By Landlord. Subject expressly to each and every other provision of this Lease, Landlord shall perform maintenance, repairs and replacements to the Common Areas and structural components of the Building (including Building foundation and roof) and Building systems and equipment, the base Building equipment and structural maintenance and repair to the Demised Premises, all as provided for in this Section. With respect to the Demised Premises, Landlord shall maintain, repair and/or replace (i) pipes, lines, ducts, wires or conduits contained within and serving the Demised Premises, (ii) Building perimeter glass windows, (iii) floor slabs and exterior or perimeter walls of the Demised Premises, (iv) ventilating, heating, air-conditioning and/or exhaust equipment serving the Demised Premises, and (v) electrical equipment and building standard fixtures serving the Demised Premises. All maintenance, repairs and/or replacements required to be performed by Landlord hereunder shall be made or performed promptly as and when necessary or, in the sole judgment of Landlord appropriate or desirable, to maintain the Building and the Demised Premises in good order and repair for the purposes intended, in compliance with all Laws and Requirements and in a manner consistent with the standards of other similar (in age, size and class) office buildings within the immediate vicinity of the Building. Landlord shall have no duty to Tenant to maintain or to make any repairs and/or replacements to the Building or the Demised Premises except as provided under this Section and Landlord will not repair or maintain any specialty lighting within the Demised Premises. Tenant agrees to report to Landlord promptly and in writing any defective condition in or about the Demised Premises or the Building known to Tenant.

9. Floor Loading; Hazardous Materials; Office Equipment.

9.1. Floor Loading; Hazardous Materials. Tenant shall not place any load upon the floor of the Demised Premises contrary to the weight, method of installation and position reasonably prescribed by Landlord. Tenant shall not keep within or about the Demised Premises, the Building or the land appurtenant thereto any dangerous, hazardous, flammable,

toxic or explosive material, and Tenant promptly shall repair and remediate, at its sole cost and expense and in compliance with Section 10 hereof, any and all damage or injury to the Demised Premises, the Building or the land appurtenant thereto caused by any use, storage or movement of any flammable, explosive, hazardous or toxic material by or for Tenant. In addition, Tenant shall defend, indemnify and hold harmless Landlord and its members and managers, and their respective members, partners, shareholders, officers, directors, employees, agents, and their respective successors and assigns, from and against any claim, demand, loss, cause of action, suit, judgment, damage, injury, cost, expense and liability (including reasonable attorneys' fees) direct, indirect and consequential, arising out of or in connection with Tenant's use, storage or movement of flammable, explosive, hazardous or toxic materials in or about the Demised Premises, the Building or the land appurtenant thereto. This Section 9.1 shall survive the expiration or termination of this Lease.

9.2. Office Equipment. Tenant shall not install any machinery or equipment which may necessitate any change, replacement or addition to the structural components, or the water system, plumbing system, heating system, air conditioning system or the electrical system of the Building or the Demised Premises without the prior written consent of Landlord, which consent may be granted or withheld by Landlord in its sole discretion and may be conditioned upon the payment by Tenant of Additional Rent in compensation for any structural modifications or excess consumption of Building services or utilities or for the installation of additional transformers, distribution panels, wiring or electrical panels or capacity as may be necessary or appropriate. Machines, equipment and materials belonging to Tenant which cause vibration, noise, cold, heat or fumes that may be transmitted outside of the Demised Premises and which reasonably may be objectionable to Landlord or to any other tenant or occupant of the Building shall be removed or modified by Tenant, at its sole cost and expense, upon request by Landlord. Tenant shall be afforded reasonable access to and use of the telephone and electrical closets within the Building at no additional cost or expense by Landlord in order to obtain utility and internet service typically provided to other modern office tenants, provided Tenant gives Landlord prior reasonable notice of such access including the reason(s) therefor, and further provided that Landlord may supervise such access in its sole discretion.

#### 10. Removal of Tenant Improvements; Alterations.

10.1. Tenant Improvements. Upon the expiration or termination of the Term, the Tenant Improvements shall remain at the Premises as the property of Landlord, unless, at its election, Landlord otherwise requires the removal of all or part of the Tenant Improvements (which removal shall be at Tenant's sole cost and expense).

10.2. Alterations by Tenant. Except as otherwise set forth herein, Tenant shall not make or permit any improvement, addition, alteration, fixed decoration, substitution, replacement or modification (in each instance, an "Alteration") to the Demised Premises or to the Building, without in each instance first obtaining the prior written approval of Landlord, which shall not be unreasonably withheld, conditioned, or delayed. In the case of Alterations which (i) affect the structural elements or exterior of the Building, (ii) include or require material modifications to the mechanical, electrical, plumbing or life safety systems of the Building (collectively, "Structural Alterations"), Landlord's prior written approval may be granted or withheld in Landlord's sole discretion and Landlord may impose any conditions to the

approval of any Structural Alteration it deems appropriate in the exercise of its sole discretion, including, without limitation, (i) the approval of plans and specifications, (ii) supervision by Landlord's architect, contractor or other designated agent and (iii) satisfactory evidence from Tenant of Tenant's ability to pay for such Structural Alterations (including, without limitation, a payment or performance bond). If any Alteration (including a Structural Alteration) is made without the prior written approval of Landlord, in violation of any condition to such approval, or otherwise not in accordance with the terms and conditions of this Lease, Landlord may remove the Alteration or correct the violation at Tenant's sole cost and expense, and all costs and expenses incurred by Landlord in connection with such removal or correction shall be Additional Rent payable upon demand by Landlord. Notwithstanding the foregoing, without the prior written approval of Landlord (provided that in all events Tenant notifies Landlord at least ten (10) days prior to the commencement of any work within the Premises of Tenant's intent to undertake such Alterations), Tenant shall be reasonably permitted to make cosmetic, non-structural Alterations to the Premises that cost less than Five Thousand and No/100 Dollars (\$5,000.00), do not require a governmental or regulatory permit, and are not visible from the exterior of the Building or from the third-floor common areas, including the common area elevator lobby. Any contractor engaged by or on behalf of Tenant to perform work within the Premises pursuant to this Section (whether or not Landlord's advance approval was required for such work) must comply with the Rules set forth on Exhibit D, attached hereto, or such other rules as Landlord may establish from time to time.

10.3. Compliance with Codes; No Liens. Permitted Alterations shall be made only at Tenant's expense, by duly licensed contractors or subcontractors and pursuant to executed construction contracts in each instance approved in advance and in writing by Landlord in the exercise of its reasonable judgment, and only after Tenant has obtained all necessary permits from all applicable governmental authorities and has furnished copies of such permits to Landlord. All Alterations must conform to (i) all rules and regulations established from time to time by any Board of Fire Underwriters, insurance carrier or other body or agency now or hereafter exercising similar functions, (ii) all applicable Laws and Requirements, and (iii) such construction rules and regulations and/or supervision as Landlord reasonably may impose. Tenant shall obtain and deliver to Landlord written, unconditional waivers of mechanics' and materialmen's liens against the Demised Premises, the Building and the land appurtenant thereto from all contractors, subcontractors and material suppliers for all work to be performed and materials to be furnished in connection with any Alteration. If notwithstanding the foregoing any mechanic's or materialman's lien is filed against the Demised Premises, the Building or the land appurtenant thereto for work done or materials furnished to or for Tenant, the lien shall be discharged by Tenant within ten (10) days, at Tenant's sole cost and expense. If Tenant shall fail to discharge such lien, Landlord may do so and treat the cost thereof as Additional Rent payable upon demand by Landlord, and such discharge by Landlord shall not be deemed to waive such default of Tenant. Tenant shall defend, indemnify and hold Landlord and its members and managers, and their respective members, partners, shareholders, officers, directors, employees, agents, and their respective successors and assigns, from and against any claim, demand, loss, cause of action, suit, judgment, damage, injury, cost, expense and liability (including reasonable attorneys' fees) direct, indirect and consequential, arising out of or in connection with any Alteration. The provisions of this Section 10.3 shall survive the expiration or termination of this Lease.

10.4. Ownership of Alterations. Unless otherwise agreed to in writing by Landlord prior to the commencement of any work, all improvements made by Tenant in or to the Demised Premises (including, without limitation, any improvements existing as of the date hereof and any Alterations) after the Delivery Date (i) shall be the property of Tenant, and (ii) shall be removed from the Demised Premises by Tenant upon the expiration or termination of the Term. All damage to the Demised Premises or the Building caused by removal of Tenant's improvements, as set forth in the preceding sentence, or of the Tenant Improvements, shall be at the risk of Tenant, at its sole cost and expense, and repaired in accordance with the provisions of Section 10.5(b) herein below.

10.5. Removal and Repair.

(a) Provided no Event of Default is continuing, Tenant shall have the right to remove Tenant's Personal Property (as hereinafter defined) prior to or at the time of the expiration or termination of the Term. Any of Tenant's Personal Property (or any other property belonging to any other person) left in the Demised Premises after such expiration or termination in the sole discretion of Landlord may be deemed abandoned. In such event, Landlord shall have the right to assume possession of such property and to dispose of the same in whatever manner Landlord deems appropriate or desirable, without, however, waiving its right to claim from Tenant all expenses and damages caused by Tenant's failure to remove the same, and Tenant shall not have any right to compensation or claim against Landlord as a result thereof. "Tenant's Personal Property" means all equipment, machinery, furniture, furnishings and other property now or hereafter installed or placed in the Demised Premises by or for Tenant which (a) are removable without damage to the Demised Premises or the Building and (b) are not replacements of any property of Landlord, whether such replacement is made at Tenant's expense or otherwise, and shall exclude any improvements existing as of the date hereof and any Alterations or other property affixed to the Demised Premises or the Building or the land appurtenant thereto, whether or not any such property was installed at Tenant's expense. Tenant shall have and retain at all times during the Term an insurable interest in all improvements, alterations, equipment, machinery, furniture, furnishings and other property located or installed in the Demised Premises whether or not the same may be or become the property of Landlord pursuant to the terms of the Lease.

(b) Notwithstanding any other provision of this Lease, all damage to the Demised Premises or the Building caused by moving the property of Tenant into or out of the Building shall be at the risk of Tenant, at its sole cost and expense. In the event that Tenant shall fail to repair any such damage (and, with respect to any damage which does not interrupt the provision of any utility service to the Building or any portion thereof or otherwise constitute a threat to the safety of the Building or any portion thereof or of any person, such failure shall continue for ten (10) days after written notice from Landlord), Landlord shall have the right to repair all such damage, and any charge or cost so incurred by Landlord shall be Additional Rent payable upon demand by Landlord. Any contractor engaged by or on behalf of Tenant to perform work within the Premises pursuant to this Section must comply with the Rules set forth on Exhibit D, attached hereto, or such other rules as Landlord may establish from time to time.

(c) Tenant's obligations under this Section 10.5 shall survive the expiration or other termination of this Lease.

11. Damage or Destruction.

11.1. Notice. If the Demised Premises or any part thereof shall be damaged by fire or any other cause, Tenant shall give prompt notice thereof to Landlord.

11.2. Restoration; Termination.

(a) Subject to Section 11.2(b), if the Demised Premises shall be damaged by fire or other casualty, and if such damage is not caused by Tenant, its Invitees or Guests, (i) Landlord, subject to the availability of insurance proceeds, and subject to the Condominium Documents and the rights of the Association generally, shall restore the Demised Premises at Landlord's expense, and (ii) if the Demised Premises are rendered untenantable for Tenant's permitted use, in whole or in material part, then, monthly installments of Base Rent and Additional Rent for such portion of the Demised Premises which are rendered untenantable (to the extent of the whole) shall be abated from the date of damage through the date of completion of such restoration; provided, however, that, if such damage shall be caused by Tenant or its Invitees or Guests, then Landlord shall have no obligation to restore the Demised Premises, including any Alterations thereof, all of which shall be repaired or replaced promptly by Tenant, and Tenant shall not be entitled to any abatement of Base Rent hereunder, and provided, further, in no circumstance shall Landlord have any obligation to repair or replace any of Tenant's Personal Property. Further, in the event that Tenant is unable to conduct its business in the undamaged portion of the Premises by reason of the damage to the remaining area, then all Rent shall abate hereunder. The period of any Rent abatement under this section shall continue until the first to occur of (i) resumption of use and occupancy by Tenant of the damaged portion or (ii) thirty days following substantial completion by Landlord of its repair and restoration of the Premises.

(b) Notwithstanding Section 11.2(a) or anything in this Lease to the contrary:

(1) If the Demised Premises are damaged by fire or other casualty and in the judgment of Landlord's architect restoration reasonably cannot be completed within one hundred twenty (120) days, then, Landlord and Tenant each shall have the right to terminate this Lease upon written notice given to the other within sixty (60) days after the date of such casualty; and

(2) If the Building is damaged by fire or other casualty, whether or not the Demised Premises are affected, and (i) fifty percent (50%) or more of the Building is rendered untenantable and in the judgment of Landlord's architect restoration reasonably cannot be completed within one hundred twenty (120) days, or (ii) restoration is not permitted under then applicable zoning regulations, or (iii) any party secured under any financing encumbering the Building refuses to apply insurance proceeds for the purpose of restoration, or (iv) the Association would be responsible for restoration and has elected not to pursue same, then and in any such event, Landlord, at its sole option, shall have the right to terminate this Lease upon written notice given to Tenant within sixty (60) days after the date of such casualty.

If the Lease is terminated in accordance with this Section 11.2, all rental obligations shall terminate as of the date notice of termination shall have been given.

12. Condemnation.



12.1. Compensation Award. If the Demised Premises (or any portion thereof) is taken or threatened to be taken by any authority pursuant to the power of eminent domain or proceedings or purchase in lieu thereof, Tenant agrees to make no claim for compensation in the proceedings other than for Tenant's Personal Property and moving expenses, and Tenant hereby assigns to Landlord any other rights which Tenant otherwise may have had to any portion of any award made on account of such taking. This Lease shall terminate as to the portion of the Demised Premises taken when possession actually is assumed by the condemning authority and Base Rent and Additional Rent shall be adjusted to such date proportionate to such taking. In no event shall Tenant be entitled to any award for the unexpired portion of the Term of this Lease.

12.2. Termination. If the nature, location or extent of any proposed condemnation of the Building (or any portion thereof) or its land is such that Landlord (or the Association) elects to demolish all or a portion of the Building, or if such condemnation materially interferes with the ability of Tenant to conduct its business, Landlord or Tenant, as the case may be, may terminate this Lease by giving no less than sixty (60) days' prior written notice of termination to the other at any time after such condemnation. In such event, this Lease thereupon shall terminate and Base Rent and Additional Rent shall be adjusted to the date of such termination or, if earlier, the date on which possession actually is taken by the condemning authority.

13. Facilities and Services.

13.1. Landlord to Furnish. Landlord covenants and agrees that it will furnish the following facilities and services to Tenant:

(a) At least one (1) elevator subject to call at all times, including Sundays and holidays and two (2) elevators during Building hours;

(b) Janitor (exclusive of tenant areas) and char services, extermination and common area maintenance, including ice and snow removal, comparable to other like office buildings in the immediate vicinity of the Building, Monday through Friday of each week, except holidays recognized by the United States Government;

(c) Security card key, electronic controlled access services for the Building comparable to other like projects in the Fauquier County, Virginia with up to 40 security cards and up to 40 suite keys provided by Landlord (additional security cards and keys will be at Tenant's expense); provided, that Landlord shall not be liable for losses or damages caused by criminal activity, including without limitation, theft, burglary or vandalism;

(d) Access to the Demised Premises on a full-time twenty-four hour basis, seven days per week and fifty-two (52) weeks per year during the Term, subject to such reasonable regulations as Landlord and the Association may impose from time to time for security purposes; and

(e) A fire alarm system in the Building.

13.2. Utility Service to Tenant.

(a) Subject to availability of electricity from the utility provider, Landlord shall provide (or shall cause the Association to provide) electricity to Tenant on a full time, 24-hour basis. Landlord shall be responsible for the costs of such electricity during the Base Year and thereafter, Tenant shall pay any such increases as provided in Section 5.1. Tenant shall be responsible for submetering and paying for the costs of any electrically operated equipment or other machinery that utilizes more than 120 volts.

(b) Landlord shall provide (or shall cause the Association to provide) HVAC service to Tenant in accordance with industry standards during the Building Hours of Operation, which shall be between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday, and 9:00 a.m. to 1:00 p.m. on Saturday, excluding all holidays observed by the Federal Government as set forth in the Rules and Regulations attached hereto as Exhibit D. In the event Tenant desires HVAC operation at any time other than the Building Hours of Operation, Tenant shall give notice to Landlord prior to 3:00 p.m. the same day during any non-holiday weekday, prior to 3:00 p.m. Friday for any weekend service, or by 3:00 p.m. on the day prior to any Federal Government holiday. Tenant shall pay all costs for HVAC service provided at times other than the Building Hours of Operation for which it has requested service. Any supplemental HVAC unit serving the Demised Premises shall be separately metered, which metering shall be installed and paid for at Tenant's sole expense. Tenant shall pay all costs for electricity and maintenance servicing with respect to any supplemental HVAC unit.

13.3. Repairs; Interruptions. Landlord reserves the right temporarily to interrupt, curtail or suspend any service or utility when necessary or appropriate by reason of accident or emergency, or for repairs, alterations, replacements and/or improvements which in the reasonable judgment of Landlord are necessary or desirable, or in the event of difficulty or unavailability in securing supplies or labor, or any other cause beyond Landlord's reasonable control until such cause has been remedied. In such event, Landlord shall have no liability for any such interruption, curtailment or suspension of services or systems, and Tenant shall not be relieved of any of its obligations hereunder and shall have no claim for damages or for abatement, deduction, set-off or counterclaim of Base Rent, Additional Rent or other sums payable by Tenant hereunder. If the Building equipment or machinery should cease to function properly, Landlord shall use commercially responsible efforts to repair it, and Tenant shall not be relieved of any of its obligations hereunder and shall have no claim for damages or for abatement, deduction, set-off or counterclaim of Base Rent, Additional Rent or other sums payable by Tenant hereunder as a result of interruptions, curtailments or suspensions in service except to the extent set forth above. Landlord shall not be liable to Tenant for any injury to persons (including death) or for any loss or damage to property resulting from any cause other than the gross negligence or willful, wrongful act of Landlord.

13.4. Governmental Requirements. If any utility provider or governmental body shall require Landlord or Tenant to restrict the consumption of any utility or reduce any service to the Demised Premises or the Building, Landlord and Tenant shall comply with such requirements whether or not the utilities and services are thereby reduced or otherwise affected, without any abatement, deduction, set-off or counterclaim of Base Rent or Additional Rent.

#### 14. Insurance.

14.1. Tenant's Indemnity; Liability Insurance. Tenant shall defend, indemnify and hold Landlord and its members and managers, and their respective members, partners, shareholders, officers, directors, employees, agents, and their respective successors and assigns, harmless from and against any claim, demand, loss, cause of action, suit, judgment, damage, injury, cost, expense and liability (including reasonable attorneys' fees) direct, indirect and consequential, other than those claims based solely on Landlord's gross negligence or willful misconduct, arising out of or in connection with (i) the possession, use, occupation, repair, maintenance or control of the Demised Premises or any portion thereof (or the entry by Tenant onto the roof of the Building as permitted in Section 1.1 of this Lease), or (ii) any act or omission of Tenant, its Invitees or Guests, or (iii) any injury to person or property or loss of life sustained in or about the Demised Premises, or (iv) any violation, default in or breach of this Lease by Tenant. Tenant, at Tenant's expense, shall carry and maintain in full force and effect at all times during the Term of this Lease for the protection of Landlord and Tenant, as their interests may appear, commercial general liability insurance with combined limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate, and with excess umbrella coverage of not less than \$3,000,000.00 in all respects.

14.2. Worker's Compensation Insurance. Tenant shall maintain in full force and effect at all times during the Term of this Lease, at its sole cost and expense, worker's compensation or similar insurance in form and amounts required by law. Such insurance shall contain a waiver of any right of recovery (by subrogation or otherwise) by the insurance company against Landlord, its principals or managing agent.

14.3. Tenant's Contractor's Insurance. Tenant shall require any contractor or subcontractor of Tenant performing work to the Demised Premises to carry and maintain, at no expense to Landlord, public liability insurance insuring the Tenant and Landlord as additional insureds in such amounts as shall be reasonably approved by Landlord.

14.4. "Special Form" Coverage and Other Insurance. Landlord shall obtain and maintain (or cause the Association to obtain and maintain) "special form" coverage insurance covering the Building. Tenant shall obtain and maintain "special form" coverage insurance insuring against damage to and loss of all contents, betterments and improvements (including Alterations) installed or placed in or about the Demised Premises by or for Tenant and Tenant's Personal Property, for not less than the full insurable value thereof on a replacement cash basis. Tenant shall obtain any other insurance generally required of occupants of the Building pursuant to the Condominium Documents.

14.5. Policy Requirements. All insurance policies required to be maintained by Tenant hereunder shall (i) be issued in form and substance reasonably acceptable to Landlord by good and solvent insurance companies qualified to do business in the Commonwealth of Virginia, reasonably satisfactory to Landlord and with a Best's rating of A-X or better, (ii) designate as additional insureds Landlord, its designated principals, its managing agent, its secured lenders, and any other parties in interest from time to time designated in writing by notice from Landlord to Tenant, (iii) be written as primary policy coverage and not contributing with or in excess of any coverage which Landlord may carry, (iv) provide for Tenant to endeavor to provide thirty (30) days' prior written notice of any cancellation or nonrenewal or other expiration of such policy to all additional insureds, (v) contain by endorsement an express waiver

of any right of recovery (by subrogation or otherwise) by the insurance company against Landlord, and (vi) contain an assumed contractual liability endorsement insuring performance by Tenant of its indemnity obligations under this Lease. Tenant promptly shall pay all premiums for all insurance policies required to be maintained under this Section 14 and shall deliver to Landlord certified copies of such policies (or certificates of insurance, provided such certificates evidence compliance with this Section 14 in all respects) and evidence of payment therefor prior to the Rent Commencement Date or the earlier commencement of any work in the Demised Premises and thereafter at least thirty (30) days before the expiration of any policy. The insurance requirements of this Lease shall not be deemed to limit or restrict Tenant's obligations or liability under this Lease.

14.6. Insurance Rating. Tenant shall not conduct or permit to be conducted any activity, or place any equipment in or about the Demised Premises, which will increase the rate of "special form" insurance or other insurance maintained on the Building by Landlord.

14.7. Mutual Waiver of Subrogation. Each party hereby releases the other and hereby waives any claims against the other, the other's employees, contractors, and agents, for loss or damage to the Building, the Demised Premises, and/or any such party's Personal Property arising from a risk insured against and actually paid under the "special form" coverage insurance policy required to be maintained by such releasing party even though such loss or damage was caused by the act or omission of the other party, its principal(s) or managing agent and/or their Invitees or Guests. Each party agrees to obtain and maintain throughout the term of this Lease endorsements to its "special form" coverage policy waiving the right of recovery or subrogation of its insurance company against the other and its agents and employees to the extent of the foregoing release and waiver. Except to the extent expressly provided herein, nothing contained in this Lease shall relieve either party of any obligation to the other which such party may have under law or the provisions of this Lease in connection with any damage to the Building, Demised Premises, Tenant's Personal Property or otherwise by fire or other casualty.

15. Assignment and Subletting.

15.1. Landlord's Consent Required. Tenant shall not assign, sublet, or otherwise transfer, or mortgage or otherwise encumber, the Demised Premises or any part thereof, this Lease or any of its rights hereunder (in any instance, a "Transfer"), without the prior written consent of Landlord in each instance first obtained in accordance with this Section 15. In the event of a Transfer in violation of the terms of this Section 15, such Transfer shall be void ab initio at the election of the Landlord, and Landlord shall have the right to require Tenant to repossess the affected portion of the Demised Premises (or equity interests, as applicable) and if Tenant fails to do so within thirty (30) days of receipt of written demand therefor, such failure shall constitute an Event of Default hereunder and Tenant shall not be entitled to any further notice or cure period.

15.2. Request to Transfer. Any request for Transfer shall be made by Tenant, in writing, and shall include all documents intended to evidence any such transfer, the financial statements of the proposed transferee and all other documentation reasonably requested by Landlord concerning such Transfer, all of which shall be subject to Landlord review and approval (a "Transfer Notice"). Landlord shall have the option, exercisable by written notice

given to Tenant within fifteen (15) days after Landlord's receipt of a completed Transfer Notice, either to:

(a) approve or disapprove such Transfer, provided, that, subject to the remaining provisions of this Section 15, such approval shall not be unreasonably withheld, conditioned or delayed; or

(b) in the event of a Transfer with respect to all of the Demised Premises, or multiple Transfers aggregating to all of the Demised Premises, terminate this Lease, which termination shall be effective thirty (30) days after the date notice thereof shall have been given by Landlord to Tenant.

With the giving of any Transfer Notice hereunder, Tenant thereupon shall be deemed to have agreed to pay to Landlord, as Additional Rent hereunder payable upon demand, reasonable architectural, engineering and attorneys' fees, costs and expenses at any time incurred by Landlord in connection with such proposed Transfer, whether or not approved by Landlord hereunder.

15.3. Reasonable Disapproval. If Landlord shall disapprove any proposed Transfer hereunder, such disapproval shall be deemed reasonable hereunder if based upon any reasonable factor, including, without limitation, any of following:

(a) Tenant is in default under this Lease;

(b) the net effective rent payable by the transferee (adjusted on a rentable square foot basis) would be less than the net effective rent then payable by Tenant;

(c) the proposed Transfer, together with any other then effective Transfers previously approved by Landlord, in the aggregate would exceed the Transfer of more than one-half of the net usable square feet in the aggregate of the Demised Premises;

(d) the proposed transferee is an existing Building tenant or currently is negotiating with Landlord (or within the preceding six (6) month period has negotiated with Landlord) for space in the Building, unless the Building has no vacancies at the time of the notice and, in either instance, Tenant theretofore failed to give to Landlord written notice of Tenant's desire to negotiate with such proposed transferee and a reasonable first opportunity to conclude such negotiations.

(e) the proposed transferee is a governmental entity;

(f) the portion of the Demised Premises to be Transferred is of such shape or configuration as reasonably to impair the value of such portion or the remainder of the Demised Premises or has inadequate or impracticable means of ingress and egress;

(g) the use of the Demised Premises by the proposed transferee is not permitted by the use provisions of this Lease;

(h) the Transfer reasonably would result in a significant increase in the demand upon utilities or services to be provided to the Demised Premises by Landlord; or

(i) the credit standing of the proposed transferee reasonably is unacceptable based upon prevailing industry standards or such proposed transferee has failed to evidence its financial capacity to fulfill the obligations to be undertaken.

15.4. Additional Conditions; Sublet or Assignment Premium. If Landlord shall not exercise its right of termination under Section 15.2 (or if such right of termination is not available to Landlord thereunder) and if Landlord shall approve any proposed Transfer, then:

(a) Any subsequent material change in the economic terms or conditions of such Transfer, or any other material modification thereto, shall require that Tenant give to Landlord new Transfer Notice as a condition to such Transfer and such new Transfer Notice shall again entitle Landlord to the rights of termination and approval set forth in Section 15.2;

(b) prior to occupancy by any transferee (and prior to any Alterations permitted to be made in anticipation of such Transfer), Tenant shall deliver to Landlord for its acceptance the assignment, sublease or other instrument(s) evidencing such Transfer (the "Transfer Document") duly executed by Tenant and transferee, providing for the assumption by transferee of all of Tenant's obligations under the Lease with respect to the term and/or the portion of the Demised Premises applicable to such Transfer and otherwise, in form and substance, reasonably acceptable to Landlord;

(c) if the Transfer Document is not delivered to Landlord for its acceptance within ninety (90) days of the date notice of such approval shall have been given to Tenant by Landlord, then such approval thereupon shall lapse and expire, and Tenant shall be required to give to Landlord a new Transfer Notice as a condition to such Transfer and such new Transfer Notice shall again entitle Landlord to the rights of termination and approval set forth in this Section 15;

(d) no transferee shall have any right of Transfer except upon the terms and conditions set forth in this Section 15;

(e) Landlord shall have the right to consent to subsequent assignments of the Lease, and amendments and modifications thereto, with any assignee(s) of Tenant, without notifying Tenant, or any successor to Tenant, and without obtaining the consent of Tenant or any such successor, and any such actions shall not affect Tenant's rights or relieve Tenant of liability under this Lease; and

(f) Tenant shall pay to Landlord, as Additional Rent payable upon receipt, an amount equal to fifty percent (50%) of the difference between (a) all sums paid to or for the benefit of the Tenant by or on behalf of such transferee under the Transfer and (b) the Monthly Base Rent and Additional Rent then payable by Tenant under this Lease and attributable to the portion of the Demised Premises so transferred, plus the amortized substantiated costs of any permitted tenant improvements made exclusively for such transferee (including design fees), brokerage commissions and reasonable legal fees.

15.5. No Release. The consent by Landlord to any Transfer shall not be construed as a waiver or release of Tenant from any provision of this Lease, or a waiver or release of the primary liability of Tenant under this Lease to pay Base Rent and Additional Rent and to perform and observe all other of the obligations and covenants to be performed and observed by Tenant hereunder (it being understood that Tenant shall remain primarily liable as a principal and not as a guarantor or surety). Landlord's acceptance of any funds from any proposed transferee or acceptance of any name for listing on the Building directory shall not in itself be deemed, nor will it substitute for, Landlord's consent required under this Section to any Transfer. No consent by Landlord to any Transfer in any one instance shall constitute a waiver of the requirement for such consent in each subsequent instance, and in no event shall any consent to Transfer by Landlord be construed to permit further Transfer by any permitted transferee except in accordance with the provisions of this Section 15.

15.6. Enforcement. Without limiting the provisions of Section 15.5 hereof, Landlord shall have the right to require that any transferee remit directly to Landlord, on a monthly basis, all monies payable by such transferee to Tenant pursuant to the Transfer (whereupon Landlord shall credit amounts so received against amounts then due and payable by Tenant to Landlord), and shall have the option to enforce this Lease and any such Transfer Document directly against such transferee or to proceed directly against Tenant without the necessity of exhausting remedies against such transferee.

15.7. Material Inducement. Tenant acknowledges and agrees that Landlord's right to terminate this Lease upon the issuance of any Transfer Notice and Landlord's right to receive additional consideration payable by a transferee each as provided herein are material inducements for Landlord's agreement to lease the Demised Premises to Tenant upon the terms and conditions set forth herein.

15.8. Permitted Assignment. Notwithstanding anything contained in this Section 15 to the contrary, Landlord's prior written approval shall not be required for:

(a) an assignment of the Lease with respect to all of the Demised Premises arising from a transaction in which (i) Tenant is merged or consolidated with another entity or (ii) substantially all of Tenant's assets are transferred to another entity, provided that in either such case, such successor entity has a net worth at least equal to the net worth of Tenant as of the Delivery Date (with net worth computed in accordance with generally accepted accounting principles consistently applied); or

(b) an assignment of the Lease with respect to all of the Demised Premises arising from a transaction in which (i) there is any transfer of majority ownership interests among the current ownership of Tenant, or any family member thereof, or to any trust arrangement for the benefit of the current ownership of Tenant, or any family member thereof or (ii) there is any transfer of a minority ownership interest in Tenant that is less than thirty percent (30%) of the ownership interests in Tenant; or

(c) a sublease or assignment of the Lease with respect to all of the Demised Premises to a parent, subsidiary, or affiliate of Tenant, provided that such successor entity has a net worth at least equal to the net worth of Tenant as of the Delivery Date (with net

worth computed in accordance with generally accepted accounting principles consistently applied).

In the event of a sublease or assignment permitted under this Section 15.8, Tenant shall provide at least fifteen (15) days advance written notice to Landlord of each such sublease or assignment.

16. Signs. No sign, advertisement or notice shall be inscribed, affixed or displayed on the windows or exterior walls of the Demised Premises or on any common area of the Building, except the directories and the office doors, and then only in such places, numbers, size, colors and styles as are approved by Landlord (and, as applicable, the Association) and which conform to applicable Laws and Requirements. All permitted signs shall be maintained by Landlord at Landlord's sole cost and expense, and Tenant shall be granted a reasonable number of directory strips on the directory board of the Building and suite entry graphics on one (1) entry door to the Demised Premises consistent with that provided to other office tenants of the Building at no expense to Tenant. In the event of a sublease approved or permitted pursuant to Section 15 of this Lease, Tenant shall be permitted one (1) additional directory strip for such sublessee.

17. Rules and Regulations. Tenant shall at all times comply with the rules and regulations set forth in Exhibit D attached hereto and with any additions thereto and modifications thereof adopted from time to time by Landlord of which Tenant is notified. Each rule or regulation from time to time adopted by Landlord shall be deemed to be a covenant of this Lease to be performed and observed by Tenant.

18. Mortgages.

18.1. Subordination.

(a) This Lease is subject and subordinate to the lien of any and all mortgages (which term "mortgages" shall include deeds of trust and similar security instruments) which may now or hereafter encumber the Building, its land, or Landlord's interest therein, as well as any and all renewals, extensions, modifications, recastings or refinancings thereof; provided, however, that in the event the mortgagee under any such mortgage shall require this Lease to be superior and paramount to such mortgage, Tenant agrees to execute and deliver any instruments required for such purpose customarily requested by such mortgagee.

(b) This Section 18 shall be self-operative and no further instruments of subordination need be required by any mortgagee or trustee, provided, that, upon request of Landlord, Tenant shall promptly execute any certificate or other document requested by Landlord for the purpose of confirming the subordination created in and by this Section 18. Without limiting the foregoing, if any proceedings are brought for the foreclosure of any mortgage or a sale in lieu thereof, and if requested to do so by the purchaser at such foreclosure or sale, Tenant shall attorn to and recognize such purchaser as Landlord under this Lease, and shall make all payments required hereunder to such new Landlord without deduction, set-off or counterclaim, and such purchaser shall have no liability or obligation for the payment of any Base Rent or Additional Rent paid more than one month in advance of the due date thereof or to



any act or omission of the Landlord occurring prior to the effective date of such foreclosure or sale.

(c) With respect to the existing and any future mortgage or deed of trust financing obtained by Landlord with respect to the Building or its land, Landlord shall use commercially reasonable efforts to obtain in form and substance ordinarily given by the mortgagee or secured party thereunder the agreement of such mortgagee or secured party not to disturb the occupancy or possession of Tenant under this Lease upon a foreclosure or sale in lieu thereof, provided that (i) an Event of Default shall not be continuing at the time of such foreclosure or sale, and (ii) the purchaser at such foreclosure or sale shall not incur or have any liability or obligation with respect to the payment of Base Rent or Additional Rent paid more than one month in advance of the due date thereof or to any other act or omission of the Landlord occurring prior to the effective date of such foreclosure or sale.

18.2. Estoppel Certificate. Tenant, without charge, at any time and from time to time, within ten (10) business days of request therefor by Landlord, the holder or proposed holder of any indebtedness secured by the Building or its land, or any purchaser or proposed purchaser designated by Landlord, shall execute, acknowledge and deliver to such requesting party a written estoppel certifying that, except as therein otherwise disclosed with specificity, (a) Tenant is in possession of the Demised Premises, (b) this Lease is unmodified and in full force and effect, (c) the Rent Commencement Date, (d) monthly installments of Base Rent and Additional Rent currently due and payable by Tenant have been paid in full by Tenant, (e) any improvements required by the Lease to be made by Landlord have been made, (f) there are no existing set-offs, charges, liens, claims or defenses against the enforcement of this Lease, including Base Rent, Additional Rent or other charges due, (g) no monthly installment of Base Rent has been paid more than thirty (30) days in advance of its due date, (h) Tenant has no knowledge of any then uncured default by Landlord under this Lease, (i) Tenant is not in default under the Lease, (j) the address to which notices to Tenant should be sent is as set forth in the Lease, and (k) any other certifications reasonably requested. Any statement delivered pursuant to this Section 18.2 may be relied on by the Landlord, any prospective purchaser of the Building, or any mortgagee or prospective mortgagee (and their participants and assigns).

18.3. Financial Statements. At any time within thirty (30) days after notice and demand by Landlord, Tenant shall furnish to Landlord certified financial statements as of the end of Tenant's last fiscal year or other fiscal period and Tenant consents to the delivery of such statements by Landlord to its mortgagee(s) and otherwise for valid business purpose and with written request to each recipient thereof to treat such statements as confidential.

18.4. Modification Due to Financing. If, in connection with obtaining financing for the Building or the Land, any lender shall request reasonable modifications of this Lease as a condition to such financing, Tenant agrees that it will not unreasonably withhold or delay the execution of an agreement of modification of this Lease, provided such modifications do not increase the financial obligations of Tenant hereunder or adversely affect Tenant's use and enjoyment of the Demised Premises as hereby contemplated.

18.5. Mortgagee Protection. Tenant agrees to give any mortgagee(s) by certified mail, return receipt requested, a copy of any notice of default served upon Landlord,

provided that prior to such notice Tenant has been notified in writing (by way of notice of an assignment of rents and leases or otherwise) of the address of such mortgagee(s). Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, the mortgagee(s) shall have a reasonable period of time, not to exceed an additional thirty (30) days within which to cure such default or if such default reasonably cannot be cured within such thirty (30) day period, then such additional time as may be necessary provided such mortgagee promptly has commenced and diligently is pursuing the remedies reasonably necessary to cure such default.

19. Hold-Over. If Tenant shall not immediately surrender the Demised Premises on the day after the end of the Term, Tenant, by virtue of this Lease, shall become a tenant at sufferance at a monthly rental if Landlord consents to holding over, equal to one and one-half times (or if Landlord does not so consent, twice) the Base Rent and Additional Rent then due under the terms of this Lease. Tenant, as a tenant at sufferance, shall be subject to all of the conditions and covenants of this Lease as though the tenancy had originally been a monthly tenancy. Each party hereto shall give to the other at least thirty (30) days' written notice to quit the Demised Premises, except in the event of nonpayment of Base Rent or Additional Rent, in which event, Tenant shall not be entitled to any notice to quit, Tenant hereby expressly waiving any right to any such notice. Notwithstanding the foregoing, in the event that Tenant shall hold over after expiration of the Term and if Landlord desires to regain possession of the Demised Premises, at any time prior to Landlord's acceptance of the rent from Tenant as a tenant at sufferance, Landlord, at its option, may reenter and take possession of the Demised Premises forthwith, without process, or by any legal action or process in force in the Commonwealth of Virginia, and Landlord shall have the right to recover all direct, indirect and consequential damages suffered by Landlord on account of Tenant's failure to vacate upon such expiration.

20. Quiet Enjoyment. Landlord covenants that if Tenant shall not default in the performance of all of its obligations hereunder and the observance of all of the other provisions of this Lease, Tenant freely, peaceably and quietly shall have, hold and enjoy the Demised Premises, without interruption or disturbance from Landlord, subject to the terms hereof.

21. Certain Rights Reserved by Landlord. Landlord shall have the following rights, exercisable without notice and without liability to Tenant for damage or injury to property, person or business and without effecting any eviction, constructive or actual, or disturbance of Tenant's use or possession of the Demised Premises or giving rise to any claim for deduction, counterclaim, set-off or abatement of Base Rent or Additional Rent:

(a) To change, upon ninety (90) days' written notice to Tenant, the name or street address of the Building;

(b) To approve all signage for the exterior or interior of the Building, to approve the location of all such signage, and to install, affix and maintain any and all signs on the exterior or interior of the Building;

(c) To decorate or to make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Building, or any part thereof, and for such purposes to enter the Demised Premises and, during the continuance of any such work, to temporarily close doors, entry ways, common or public spaces and corridors in the Building and to interrupt or temporarily suspend Building services and facilities, all without affecting any of Tenant's obligations hereunder, so long as the Demised Premises are reasonably accessible and reasonably available for their intended purpose. Notwithstanding the foregoing, Landlord shall use all reasonable efforts to minimize interference with Tenant's business operations in the exercise of its rights hereunder and to provide Tenant with reasonable advance notice thereof. The foregoing right shall be in addition to the right of access granted Landlord under Section 22 hereof;

(d) To change the use of any space in the Building and to grant to anyone the exclusive right to conduct any business or render any service in the Building, provided such change or exclusive right shall not operate to exclude Tenant from the use expressly permitted herein; and

(e) To retain absolute dominion and control over all common areas and, in furtherance thereof, (i) to close all or any portion of the common areas to make repairs or changes or for any other purpose, (ii) to reduce, expand, change and/or reconfigure the size, location shape and/or extent of the common areas, (iii) eliminate or add any space or improvements to the common areas, provided, in each instance that the Demised Premises remain reasonably accessible to Tenant for the uses permitted hereunder.

22. Landlord Access. Landlord, the Association, or their respective agents (i) may enter the Demised Premises at any time in case of any emergency and, otherwise, after reasonable notice, to exhibit the same to prospective purchasers or mortgagees, and during the last year of the Term, to prospective tenants, to inspect the Demised Premises, to monitor Tenant compliance with its obligations hereunder, to perform janitorial or maintenance work, to install, service, repair and replace any facilities or systems deemed necessary or desirable by Landlord, to provide to other tenants or occupants of the Building the services and utilities and systems deemed necessary or desirable by Landlord, and to perform the obligations of Landlord under this Lease, and (ii) shall have the right to bring such personnel and equipment therein as is reasonable to accomplish the foregoing, provided, that Landlord shall use commercially reasonable efforts to minimize interference with Tenant's use and enjoyment of the Demised Premises.

23. Landlord's Successors. Landlord freely may sell, assign or otherwise Transfer all or any portion of its interest under this Lease or in the Demised Premises or the Building or its land, and in the event of any such sale, assignment or transfer, the party originally executing this Lease as Landlord shall, without further agreement, be relieved of any and all of its obligations thereafter arising or accruing under this Lease provided such successor has assumed Landlord's obligations hereunder. Thereafter, Tenant shall be bound to such purchaser, assignee or other transferee, as the case may be, with the same effect as though the latter had been the original Landlord hereunder, provided that the purchaser, assignee or other transferee assumes the obligations of Landlord hereunder and recognizes the interest of Tenant hereunder.

24. Brokerage. Landlord and Tenant each represent that they had no dealings with any real estate broker, finder or other person, with respect to this Lease in any manner, except Millennium Realty Advisors (acting as Landlord's agent), whose commissions shall be paid by Landlord pursuant to separate written agreements. Tenant and Landlord agree to indemnify, defend and hold harmless the other from and against any claim for any other brokerage commission or other fees and all costs, expenses and liabilities in connection therewith, including, without limitation, attorneys' fees, arising out of any dealings had by Tenant or Landlord with any broker other than the preceding named brokers. This Section 24 shall survive the expiration or other termination of this Lease.

25. Defaults; Landlord's Remedies.

25.1. Events of Default. Any of the following occurrences or acts shall constitute an event of default ("Event of Default") under this Lease:

(a) Tenant's failure to pay any monthly installment of Base Rent or any Additional Rent as and when the same shall become due and payable; or

(b) Tenant's failure to observe or perform any of the other covenants, conditions and agreements of this Lease to be observed or performed by Tenant, and the continuation of such failure for a period of twenty (20) days after notice thereof, or, if any such default reasonably is not capable of being cured within twenty (20) days but reasonably is capable of being cured, such additional period of time as from time to time in writing may be agreed to by Landlord (but in no event exceeding thirty (30) additional days in the aggregate); or

(c) Tenant's failure to correct any violation of any Law or Regulation required of Tenant within ten (10) days after an issuance of a citation therefor or within such shorter period as provided therein; or

(d) Tenant's failure timely to provide an estoppel certificate within ten (10) days after notice of such failure; or

(e) An Event of Bankruptcy occurs with respect to Tenant, any guarantor of this Lease or any general partner of Tenant (if Tenant is a partnership). For purposes of this Lease, the following shall be deemed "Events of Bankruptcy": (i) if a receiver or custodian is appointed for any property or assets, or if a foreclosure action is instituted against any property; or (ii) if a voluntary petition is filed under 11 U.S.C. Section 101 et seq., as amended (the "Bankruptcy Code"); or (iii) if an involuntary petition is filed under the Bankruptcy Code which is not dismissed within sixty (60) days of filing; or (iv) if an assignment of assets for the benefit of creditors is made or consented to; or

(f) The dissolution or liquidation of Tenant or any guarantor of this Lease, or if Tenant is a partnership, the dissolution or liquidation of any general partner of Tenant, or if any such guarantor or general partner is a natural person, the death or disability of such person.

25.2. Landlord's Rights and Remedies. If an Event of Default has occurred and is continuing, Landlord shall have each and every of the following rights and remedies, in

addition to any other rights and remedies provided in this Lease and/or allowed at law or in equity, without further notice or demand of any kind:

(a) Landlord may, but shall not be required to, make any payment or perform any act required of Tenant (without, however, operating to cure such Event of Default or to stop Landlord from the pursuit of any right or remedy to which Landlord otherwise would be entitled). Any such payment made by Landlord shall be paid by Tenant upon demand as Additional Rent.

(b) Without terminating this Lease or Tenant's right of possession hereunder, accelerate this Lease in its entirety, or at the option of Landlord, recover any damages or delinquent payments due hereunder, in separate actions, from time to time or in a single proceeding deferred until the expiration of the Term of this Lease (in which event, Tenant hereby agrees that no cause of action shall be deemed to have accrued until the expiration of the Term).

(c) Landlord, at its option, may at once, or at any time thereafter, terminate this Lease by written notice to Tenant, whereupon this Lease shall end and all rights of Tenant hereunder shall expire and terminate, but Tenant shall remain liable as hereinafter provided. Upon such termination by Landlord, Tenant immediately shall surrender possession of the Demised Premises to Landlord and remove all of Tenant's Personal Property, and Landlord may reenter and repossess the Demised Premises and remove all persons and Tenant's Personal Property therefrom by summary proceeding, ejectment or other legal action. Neither Landlord, nor its agents shall be liable by reason of any such reentry, repossession or removal.

(d) Landlord may terminate Tenant's right of possession (without terminating this Lease unless such termination is effected by operation of law), and may enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying the Demised Premises or any part thereof, without being liable for prosecution or any claim for any damages or liability therefor, and, if Landlord so elects, make such alterations and repairs as, in Landlord's absolute discretion, may be necessary or desirable to relet the Demised Premises, and relet the Demised Premises or any part thereof, without notice to Tenant, for such rent and such use, and for such period of time and subject to such terms and conditions as Landlord, in its absolute discretion, may deem advisable and receive the rent therefor. Upon any such reletting, all rent received by Landlord shall be applied, first, to the payment of all sums due and payable by Tenant under this Lease other than Base Rent or Additional Rent under Section 5, together with interest thereon as herein provided; second, to the payment of all Landlord's reasonable attorneys' fees and expenses, and the reasonable costs and expenses of such reletting, including brokerage fees (pro-rated in the event the relet term extends beyond the term of this Lease remaining as of the date of the termination), attorneys' fees and the costs of alterations and repairs; third, to the payment of any Base Rent and Additional Rent due and unpaid hereunder, together with interest thereon as herein provided; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable by Tenant hereunder. Tenant agrees to pay Landlord, on demand, any deficiency that may arise by reason of such reletting. Landlord shall not be liable for any failure to relet the Demised Premises or any part thereof or for any failure to collect any rent due upon any such reletting. The commencement and prosecution of any action by Landlord in unlawful detainer, ejectment or otherwise, or any execution of any judgment obtained in an action to recover

possession of the Demised Premises or other re-entry or removal shall not be construed as an election to terminate this Lease and shall not discharge Tenant from any of its obligations hereunder. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any prior Event of Default.

(e) Landlord shall have the right, at its option, to take exclusive possession of Tenant's Personal Property and any other property located in the Demised Premises and to use such property without charge therefor. Landlord shall, to the extent permitted by law, have (in addition to all other rights) right of distress for a rent and a lien on all Tenant's Personal Property and any other property in the Demised Premises as security for all Base Rent, Additional Rent and any other sums payable under this Lease.

25.3. Extent of Liabilities. If Landlord shall terminate this Lease pursuant to Section 25.2, Tenant shall remain liable for (a) Base Rent, Additional Rent and any other sums due hereunder as though such termination had not occurred, and any and all expenses (including attorneys' fees, disbursements and brokerage fees prorated as above provided in the event the relet term extends beyond the term of this Lease) incurred by Landlord in re-entering and repossessing the Demised Premises, in making good any default of Tenant, in painting, altering, repairing or dividing the Demised Premises, in protecting and preserving the Demised Premises, and in reletting the Demised Premises, less (b) the net proceeds of any reletting until the date this Lease would have expired if it had not been terminated. Tenant agrees to pay to Landlord the difference between (a) and (b) above for each month during the Term, at the end of such month. Landlord shall be entitled to any excess after crediting any other amounts due by Tenant under this Section 25.3 or under Section 25.4. Any suit brought by Landlord to enforce collection of such difference for any one month shall not prejudice Landlord's right to enforce such collection for any subsequent month.

25.4. Liquidated Damages. At Landlord's option, if Landlord shall terminate this Lease pursuant to Section 25.2, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant's default and in lieu of Tenant's liability under Section 25.3 (it being agreed that it would be impracticable or extremely difficult to fix the actual damages), an amount equal to the excess, if any, of (a) the present value of all Base Rent, Additional Rent and other sums which would be payable under this Lease from the date of termination for what would be the then unexpired term of this Lease in the absence of such termination, over (b) the then present value of the fair rental value of the Demised Premises, as determined in Landlord's sole but reasonable judgment. The present values referred to above shall be determined using a discount factor equal to the yield of the Treasury Note or Bill, as appropriate, having a maturity period approximately commensurate to the remainder of the Term. If any law shall limit the amount of such liquidated final damages to less than the amount above agreed upon, Landlord shall be entitled to the maximum amount allowable under such law. Nothing herein shall be construed to affect or prejudice Landlord's right to prove, claim and recover in full, unpaid rent accrued prior to any termination of this Lease.

25.5. Tenant's Waiver. Tenant hereby specifically waives any and all rights and privileges, so far as is permitted by law, which Tenant otherwise may have under any present or future law (a) to the service of any notice to quit or of Landlord's intention to reenter or to

institute legal proceedings, (b) to redeem the Demised Premises, (c) to reenter or repossess the Demised Premises, (d) to restore the operation of this Lease with respect to any dispossession of Tenant by judgment or warrant of any court or judge, or any reentry by Landlord, or any expiration or termination of this Lease, whether such dispossession, reentry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease, or (e) to the benefit of any homestead rights or exemptions or laws which exempts property from liability for debt or for distress for rent. The words "dispossession," "reenter," "reentry," "reentered," "repossess" and "redeem" as used in this Lease shall not be deemed to be restricted to their technical legal meanings.

25.6. Remedies Cumulative; Fees. Pursuit of any of the remedies provided in this Section 25 shall not preclude Landlord from pursuing any other remedies herein provided or permitted at law or in equity, nor shall pursuit of any remedy in and of itself by Landlord constitute a forfeiture or waiver of any Base Rent, Additional Rent or other sums due to Landlord hereunder or of any damages accruing to Landlord by reason of Tenant's violation, default or breach of any of the covenants and provisions of this Lease. No failure of Landlord to exercise any power hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand specific compliance with the terms hereof. Receipt by Landlord, of any monthly installment of Base Rent or any Additional Rent with knowledge of any default or breach of any provision hereof shall not in itself constitute a waiver of such breach or default, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless made in writing, and no waiver of any breach or default of any provision hereof shall be deemed to constitute a waiver of any subsequent breach or default. In the event of any Event of Default hereunder, regardless of what remedy Landlord elects to pursue, Landlord shall be entitled to collect all costs and expenses incurred by Landlord in connection therewith, including, without limitation, reasonable attorneys' fees.

25.7. Late Charge; Interest. Any monthly installment of Base Rent or any Additional Rent not paid within five (5) days of the due date thereof shall be subject to a late charge of five percent (5%) of such payment. In addition, any monthly installment of Base Rent or any Additional Rent not paid within ten (10) days of the due date thereof shall bear interest from the due date until paid at the lesser of (i) the rate of eighteen percent (18%) per annum, or (ii) the highest non-usurious rate permitted under the laws of the Commonwealth of Virginia, and such interest shall constitute Additional Rent due and payable with the next installment of Base Rent. Notwithstanding the foregoing, Landlord agrees to waive one (1) late charge per Lease year so long as payment is received within ten (10) days of the due date thereof.

25.8. Performance Under Protest. If a dispute shall arise with respect to the performance of any obligation to be performed pursuant to the terms of this Lease, including an obligation to pay money, the party against which the obligation is asserted shall have the right to perform the obligation under protest. Performance of an obligation under protest shall not be regarded as a waiver of such party's rights.

## 26. Miscellaneous.

26.1. Notices. All notices required or desired to be given by either party to the other shall be personally delivered or sent, either by a recognized overnight delivery service or by certified mail, return receipt requested, postage prepaid, to the addresses set forth in term

sheet attached to this Lease. Either party may, by like written notice, designate a new address or person for notices given hereunder. Notices shall be deemed given when received or when dated if receipt is denied or cannot be effected because of the absence of a recipient at the notice address during normal working hours on business days.

26.2. Merger; Modification. This Lease and all Exhibits hereto together are intended by the parties as a complete statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein.

26.3. Waiver of Jury Trial. Landlord and Tenant each hereby waives all rights to a trial by jury in any claim, action, proceeding or counterclaim by either party against the other on any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant and/or Tenant's use or occupancy of the Demised Premises.

26.4. Exculpation. Landlord (and, in case Landlord shall be a joint venture, partnership, tenancy-in-common, association or other form of joint ownership, the members of any such joint venture, association, partnership, tenancy-in-common, or other form of joint ownership) shall have absolutely no personal liability with respect to any provision of this Lease, or any obligation arising therefrom or in connection therewith. Tenant shall look solely to the equity of the then owner of the Demised Premises and the Building for the satisfaction of any claims for which Tenant may receive monetary damages in the event of a breach by the Landlord of any of its obligations. Such exculpation of liability shall be absolute and without any exception whatsoever.

26.5. Force Majeure. Landlord shall not be required to perform any of its obligations under this Lease other than any monetary obligation, and shall not be liable for loss or damage for failure to do so, nor shall Landlord thereby be released from any of its obligations under this Lease, if such failure arises from or through acts of God, strikes, lockouts, labor difficulties, explosions, sabotage, accidents, riots, civil commotions, acts of war, results of any warfare or warlike conditions, fire and casualty, legal requirements, energy shortage, or causes beyond the reasonable control of Landlord.

26.6. Severability. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

26.7. Time is of the Essence. Time is of the essence for the performance of all Tenant obligations contained in this Lease.

26.8. Recordation. Neither Landlord nor Tenant shall record this Lease or a memorandum of this Lease in the land records of Fauquier County.

26.9. No Partnership. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant or create any other relationship between the parties hereto other than that of Landlord and Tenant.



26.10. Tenant's Representatives. Each individual executing this Lease on behalf of Tenant hereby represents and warrants that (i) he or she is duly authorized to execute and deliver this Lease, (ii) Tenant is a limited liability company duly organized and in good standing under the laws of the Commonwealth of Virginia and has the power to enter into this Lease, and (iii) all action requisite to authorize Tenant to enter into this Lease duly has been taken.

26.11. Applicable Law. This Lease shall be construed under the laws of the Commonwealth of Virginia, without reference to conflicts of laws considerations.

26.12. Incorporation of Exhibits. Exhibits A through E hereof hereby are incorporated into and made a part of this Lease.

26.13. Interpretation. This Lease shall be interpreted and construed in accordance with its plain meaning and without reliance upon or implication arising from the fact that this Lease may have been drafted, in whole or in part, for or on behalf of any party hereto. Captions and headings are for convenience and reference only.

26.14. Assigns and Successors. Except as otherwise specifically provided herein, this Lease shall inure to the benefit of, and shall extend to and be binding upon, the parties hereto and their respective heirs, executors, legal representatives, successors and permitted assigns.

26.15. Approval by Landlord's Mortgagee. This Lease shall be subject to the prior approval of any mortgagee of the Building..

27. Parking. Landlord agrees to make available to Tenant throughout the Term of this Lease the right to contract at commercial rates and terms from time to time charged and imposed to the general public seven (7) general unreserved parking spaces (to include full sized and compact spaces).

28. Relocation. Landlord, at its expense, at any time before or during the Term, shall have the one time right to relocate the Tenant from the Premises to reasonably comparable space ("Relocation Space") within the Building upon 90 days prior written notice to Tenant. Prior to such relocation, Landlord, at Landlord's expense, shall improve the Relocation Space to incorporate improvements and finishes similar to those incorporated within the Premises. Landlord shall pay Tenant's reasonable costs for moving Tenant's furniture and equipment and printing and distributing notices to Tenant's customers of Tenant's change of address and one month's supply of stationery showing the new address.

29. Purchase Option. So long as Tenant exercises same prior to <sup>Nov 30, RDB 3-28-11</sup> ~~August 30, 2011~~, and so long as no default then exists under this Lease and Council of Industrial Boiler Owners remains as Tenant under this Lease, Tenant, or assignee shall have the option of purchasing the Units and any improvements therein, from the Landlord for a price equal to Four Hundred Fifteen Thousand and 00/100 Dollars (\$415,000.00). Such purchase option shall be exercised by way of delivery of written notice to Landlord, and such exercise shall be irrevocable. Closing under such purchase option shall occur within sixty (60) days of exercise thereof, failing which such purchase option shall be void and of no further force and effect.

30. Deed of Lease. This Lease shall be deemed a Deed of Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the day and year first above written.


LANDLORD:

PRETIUM AT VINT HILL, LLC,  
a Virginia limited liability company

By: \_\_\_\_\_  
Name: Douglas Eliot  
Title: Managing Member

TENANT:

COUNCIL OF INDUSTRIAL BOILER OWNERS.

By:   
Name: Robert D. Bessette  
Title: President

## EXHIBITS

<u>Exhibit</u>	<u>Description</u>
A	Space/Floor Plan
B	Specifications for Tenant Improvements
C	Declaration to Confirm Rent Commencement Date
D	Rules and Regulations
E	Copy of Condominium Documents

## Suite 102



## **EXHIBIT B**

### **SPECIFICATIONS FOR TENANT IMPROVEMENTS**

<b>Partitions - Interior Offices</b>	Partitions consisting of 2-1/2" steel studs to underside of ceiling construction with one (1) layer of 1/2" gypsum board on each side.
<b>Partitions – Demising (Multi-Tenant Floors)</b>	Building standard rated demising partitions consisting of 2-1/2" or 3-5/8" steel studs to underside of slab above with one (1) layers of fire-rated (Type X) 1/2" gypsum board, each side taped and finished with 2-1/2" sound attenuation fire blanket for an improved sound transmission reduction rating (STC45). Fire safing sealant at top and bottom full length of wall and a continuous resilient acoustic sealant where partition abuts exterior window mullions.
<b>Doors, Frames And Hardware Suite Entry</b>	Suite entry doors shall be Eggers Industries (or equivalent), 3'-0" x 8'-0" solid or full lite, tempered glass, prefinished plain sliced maple stain grade wood with finish Gardall II, to match building standard, with Corbin Russwin mortise ML2200 series entry lockset ("Armstrong ASB" lever/ADA compliant in 630 satin stainless steel finish) in a stained wood frame. Refer to the attached drawings.
<b>Doors, Frames And Hardware Interior Doors</b>	Interior doors shall be Eggers Industries (or equivalent) 3'-0" x 7'-0" solid core prefinished rotary birch with Gardall II, #01 natural finish or paint with Corbin Russwin CL3600 series interior door latchset ("Armstrong AZD" lever/ADA compliant in 626 satin chrome plated).
<b>Doors, Frames And Hardware Door Frames</b>	Doorframes to be hollow metal, knockdown, with 2" profile, (4) hinges, silencers and throat size to match partition.
<b>Doors, Frames And Hardware Side Lights</b>	Integral with doorframe providing a 7'-0" opening and a 12" to 24" wide tempered glass sidelight. Suite entry doorframes may be provided with wider sidelights at the discretion of the Owner.
<b>Ceilings</b>	Consisting of 2'x2' tegular edged acoustical lay-in ceiling tile (Armstrong Cirrus: #589) with a NRC range of .60 to .70 throughout premises, with an exposed narrow grid

(Silhouette 9/16") at 9'-0" above the finished floor.

**Flooring**

A minimum 28-ounce face weight carpet and 1/8" standard grade building standard vinyl composition tile. Carpet to be installed direct glue down.

**Base**

4" vinyl cove or carpet base for carpet, or 4" vinyl cove base for VCT. Vinyl is to be rolled goods only.

**Lighting Fixtures**

2'x2' 12-cell parabolic recessed fluorescent fixture (Lithonia). 2'x4' fixtures oriented north/south are optional as approved by Owner.

Each 2'x2' recessed fluorescent parabolic light fixture is pre-lamped with three (3) cool white "U31" Fluorescent lamps and has a three inch deep 12 cell parabolic chrome-finished louver.

Each 2'x4' recessed fluorescent parabolic light fixture light fixture is pre-lamped with three (3) cool white fluorescent lamps and has a three inch deep 24 cell parabolic chrome-finished louver. All fixtures will utilize high efficiency electronic ballast with T-8 lamps.

Down lights and wall washers shall be compact fluorescent type with overall depth of 6 inches or less.

**Switches**

Single pole switches in partitions, silent-type toggle switch, white in color and trimmed in a stainless steel cover plate.

**Electrical Outlets**

Standard duplex receptacles to be white in color and trimmed in a stainless steel cover plate.

NOTE: Special function receptacles such as dedicated circuits or isolated grounds to be color-coded.

**Telephone/Data**

Telephone and data receptacles to be installed with cabling by tenant's designated vendor using pull string provided in wall by Tenant Improvement Contractor.

**Plumbing**

Pantry/kitchen to include sink, refrigerator water line, and dishwasher line and drain, if requested

**Window Treatments**

Narrow slat one-inch (1") horizontal aluminum blinds, color white, ("Levelor – Monaco"), nylon cable-type, .006" thick and 14.2 slats per vertical foot, on all exterior windows.

Blinds are to be mounted on the window frame as shown in the attached detail and divided into three sections, corresponding to the three vertical divisions of the windows and will have two preset stops (fully opened and fully closed).

### **Painting**

Paint the entire premises using one (1) prime coat and one (1) finish coat flat wall paint on all standard partitions and semi-gloss on all paint grade doors and frames.

## EXHIBIT C

### DECLARATION TO CONFIRM RENT COMMENCEMENT DATE

Attached to and made part of the Lease Agreement dated March \_\_, 2011, between **Pretium at Vint Hill, LLC**, as Landlord, and \_\_\_\_\_ as Tenant.

As of this \_\_\_\_\_ day of \_\_\_\_\_, 2011, Landlord and Tenant do hereby declare that:

1. The execution date of the Lease is \_\_\_\_\_, 2011.
2. The Rent Commencement Date is \_\_\_\_\_.
3. The Term shall expire on \_\_\_\_\_.

4. The Lease is in full force and effect as of the date hereof, Landlord has fulfilled all of its obligations under the Lease required to be fulfilled by Landlord on or prior to such date and Tenant has no right of set-off, deduction or counterclaim against any rentals due under the Lease as of the date hereof.

LANDLORD:

PRETIUM AT VINT HILL, LLC,  
a Virginia limited liability company

By: \_\_\_\_\_ (SEAL)

Name: Douglas Eliot

Title: Managing Member

TENANT:

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name:

Title:



## **EXHIBIT D**

### **RULES AND REGULATIONS**

The following rules and regulations have been formulated for the safety and well-being of all the tenants and occupants of the Building. Any violation of these rules and regulations by any tenant which continues after notice given in accordance with Section 25.1 of the Lease from Landlord shall constitute an Event of Default.

1. The common areas shall not be obstructed or encumbered by any tenant or used for any purpose other than for access to and from a tenant's Demised Premises or the other purposes for which the common areas or portions thereof reasonably are intended. Landlord shall have the right to control and operate the common areas and the facilities furnished for the common use of Building tenants and occupants in such manner as Landlord, in its sole discretion, deems best for the benefit of Building tenants and occupants generally.

2. No awnings or other projections shall be attached to the Building without the prior written consent of Landlord. No draperies, blinds, shades or screens shall be attached to or hung on any window or door of a tenant's Demised Premises without the prior written consent of Landlord.

3. No sign, advertisement, notice or other lettering or materials shall be exhibited, inscribed, painted or affixed by any tenant on any part of the outside of the tenant's Demised Premises, the Building or elevators except as specifically provided in Tenant's Lease. In the event of the violation of the foregoing by any tenant, Landlord may remove such item without any liability, and may charge the expense incurred by such removal to the violating tenant. All interior signs on suite doors and the Building directory shall be inscribed, painted or affixed for each tenant by Landlord at the expense of Landlord, and shall be of a size, color and style acceptable to Landlord.

4. The lavatories, wash basins, closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown or placed therein. All damage resulting from any misuse of the fixtures shall be borne by the tenant whose employees, agents, visitors or licensees shall have caused the same.

5. There shall be no drilling into or other form of defacement or damage to any part of a tenant's Demised Premises or the Building except for picture hanging, built-in workstations, cabinetry, kitchen appliances and the like. No tenant shall construct, maintain, use or operate within its Demised Premises or elsewhere within or on the outside of the Building, any electrical device, wiring or apparatus in connection with a loud speaker system or other sound system unless not audible beyond the Tenant's Demised Premises. No tenant shall make, or permit to be made, any unreasonably disturbing noises or disturb or interfere with the occupants of the Building.

6. No bicycles, vehicles or animals, birds or pets of any kind shall be brought into or kept in or about a tenant's Demised Premises without the prior consent of Landlord, which consent may be granted or withheld by Landlord in its sole discretion.

7. No cooking shall be done or permitted by any tenant on its Demised Premises, except that a tenant may install and operate for the convenience of its employees, a lounge(s) or coffee room(s) with stove, microwave oven, toaster oven, coffee maker, dishwasher, sink and refrigerator. No tenant shall cause or permit any unusual or objectionable odors to originate from its Demised Premises. Each tenant shall be obligated to maintain sanitary conditions in any area approved by the Landlord for food and/or beverage preparation and consumption.

8. No space in or about the Building shall be used by any tenant for the manufacture, storage (excluding the files and normal and usual office supplies of a tenant and the inventory of retail tenants), or sale (excluding retail tenants in the ordinary course of business) of merchandise, goods or property of any kind.

9. No flammable, combustible, explosive, hazardous or toxic fluid, chemical or substance shall be brought into or kept upon a tenant's Demised Premises, excluding normal and customary office equipment and supplies, cleaning, painting, and copier supplies.

10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in existing locks or the mechanism thereof. The doors (other than the Tenant main entrance doors) leading to the common areas shall be kept closed during business hours except as they may be used for ingress and egress. Each tenant upon the expiration or termination of its tenancy, shall return to Landlord all keys used in connection with its Demised Premises, including any keys to rooms and offices within the Demised Premises, to storage rooms and closets, to cabinets and other built-in furniture, and to toilet rooms, whether or not such keys were furnished by Landlord or procured by tenant, and in the event of the loss of any such keys, such tenant shall pay to Landlord the cost of replacing the locks. On the expiration or termination of a tenant's lease, the tenant shall disclose to Landlord the combination of all locks for safes, safe cabinets and vault doors, if any, which are remaining in the Demised Premises. All tenant suite entry doors shall be keyed to the Building's master key system.

11. All deliveries and removals, or the carrying in or out of any safes, freight, furniture or bulky matter or material of any description, must take place in such manner and during such hours as Landlord or its managing agent reasonably may require.

12. Any person employed by any tenant to do janitorial work within the tenant's Demised Premises must obtain Landlord's prior written consent, which consent shall not be withheld or delayed unreasonably, and such person, while in the Building and outside of said Demised Premises, shall comply with all instructions issued by the superintendent or management of the Building.

13. No tenant shall purchase spring water, ice, coffee, soft drinks, towels or other like merchandise or service from any company or person whose repeated violations of Building regulations have caused, in Landlord's sole opinion, a hazard or nuisance to the Building and/or its occupants and of which Landlord has given a tenant prior written notice.

14. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's sole opinion, tends to impair the reputation or desirability of the Building, and upon written notice from Landlord, such tenant shall refrain from or discontinue such advertising.

15. Landlord reserves the right to exclude from the Building at all times, any person who is not known or does not properly identify himself to the Building management or its agents. Landlord, at its option, may require all persons admitted to or leaving the office portions of the Building between the hours of 6 p.m. and 8 a.m., Monday through Friday, and at all times on Saturdays, Sundays and holidays, to register. Each tenant shall be responsible for all persons for whom it authorizes entry into the Building, and shall be liable for all acts of such persons.

16. The requirements of tenants will be attended to only upon application at the management office of the Building. Building employees shall not perform, and shall not be requested by any tenant to perform, any work or do anything outside of their regular duties, unless under special instructions from the management of the Building.

17. Canvassing, soliciting and peddling in the Building is prohibited and each tenant shall cooperate to prevent the same.

18. There shall not be used in any space, or in the common areas of the Building, either by any tenant or others in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards.

19. Mats, trash or other objects shall not be placed in the common areas.

20. No space leased to any tenant shall be used, or permitted to be used, for lodging or overnight sleeping or for any immoral or illegal purpose.

21. Any employees of Landlord receiving any packages or other articles delivered to the Building for any tenant shall be doing so as the agent of such tenant and not Landlord.

22. No vending machines shall be permitted to be placed or installed in any part of the Building by any tenant except for use by its employees, Invitee and Guests. Landlord reserves the right to place or install vending machines in any of the common areas of the Building.

23. Landlord hereby designates the following days as holidays, on which days utilities services will not be provided, and normal Building operating hours will not be followed as set forth in the Lease.

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day

Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day

24. Landlord reserves the right to rescind, amend, alter or waive any of the foregoing rules and regulations at any time when, in its sole judgment, it deems it necessary, or proper for its best interest and for the best interests of the tenants, and no such rescission, amendment, alteration or waiver or any rule or regulation in favor of one tenant shall operate as an alteration or waiver in favor of any other tenant. Landlord shall not be responsible for any tenant for the non-observance or violation of any other tenant of any of these rules and regulations at any time.

**EXHIBIT E**

**COPY OF CONDOMINIUM DOCUMENTS**