



Lease Agreement Between

Tenant

&

JAMESTOWNE PROFESSIONAL PARK LLC., Landlord

LEASE AGREEMENT

Table of Contents

ARTICLE 1	Granting Clause
ARTICLE 2	Lease Term
ARTICLE 3	Rent
ARTICLE 4	Use of Premises and Covenants of Parties
ARTICLE 5	Maintenance and Repair
ARTICLE 6	Insurance
ARTICLE 7	Casualty Loss
ARTICLE 8	Assignment, Subletting, and Cancellation
ARTICLE 9	Surrender of Premises
ARTICLE 10	Default
ARTICLE 11	Notice
ARTICLE 12	Estoppel Certificates, Subordination, Attornment and Non-Disturbance
ARTICLE 13	General Provisions

THIS LEASE AGREEMENT, made on this 17th day of September by and between the **Jamestowne Professional Park LLC.**, having its principal address at 1769 Jamestown Road, Williamsburg, Virginia (hereinafter referred to as "Landlord,") and _____ having their principal address at 1769-210, Williamsburg, Virginia 23185 (hereinafter referred to as "Tenant".)

ARTICLE I

GRANTING CLAUSE

1.01 Granting Clause

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the premises described as leased office space (the "Premises") at **1769-**_____ Jamestown Road, Williamsburg, Virginia. Leased office space includes common areas, kitchen and conference room.

ARTICLE 2

LEASE TERM

2.01 Term.

To have and to hold for a term of one year (the "Term"). The Term shall commence on _____ (the "Commencement Date") and shall terminate on _____ (the "Termination Date").

2.02 **Tenant shall give the Landlord sixty days notice of intent to terminate at the end of the lease. Tenant will be charged on a pro-rata basis for failure to provide required termination notice.**

2.03 This Lease shall not be deemed extended unless evidenced by written notice or intent to extend. In the event Tenant remains in possession of the Premises after the expiration of this Lease without the written consent of Landlord, Tenant shall be deemed to occupy the Premises under the terms and conditions set by Landlord. These terms conditions include a monthly surcharge of \$50 and requires the Tenant to give the Landlord sixty days notice of intent to terminate.

ARTICLE 3

RENT

3.01 Minimum Rent.

In consideration for its use and occupancy of the Premises as herein set forth, Tenant shall pay to Landlord, during the Term, the following rent (the "Minimum Rent"):

Period	Monthly	Annually
	425.00	5,100.00

Minimum Rent shall be paid by Tenant **on or before** the first day of each month during the Term to Landlord at Landlord's address shown above, or at such other place as may be designated in writing by Landlord. A \$50 late charge will be assessed for failure to pay the rent by the first day of the month. Additional late charges of \$50 will be assessed every fourteen days until the entire sum of the back rent is paid in full. A \$50 fee will be assessed for all returned checks.

3.02 Landlord has received a security deposit in the amount of _____. This deposit will be refunded to Tenant assuming the Tenant delivers the Premises to Landlord, or Landlord's agent, in broom condition, reasonable wear and tear excepted. See Article 9, Surrender of Premises. **Security Deposit cannot be used by Tenant to pay last month's rent.**

ARTICLE 4

USE OF PREMISES AND COVENANTS OF PARTIES

4.01 Use of Premises.

The premises shall be used by Tenant to conduct the business of «UseSpace».

4.02 Affirmative Covenants of Landlord.

- a. Landlord covenants that Landlord has good title and the right to lease the Premises. Landlord, upon execution of this Lease, and at any time upon reasonable request from Tenant, shall provide evidence of such title. Moreover, Tenant shall have no obligation to recognize a successor landlord or purchasers absent written confirmation of same from Landlord.
- b. Landlord covenants that, upon payment of Minimum Rent and performance of its obligations and covenants hereunder, Tenant may occupy and peaceably and quietly enjoy the Premises without hindrance or molestation by Landlord or any person claiming through or under Landlord.
- c. Landlord covenants that it shall not permit any space owned by Landlord and located in the immediate vicinity of the Premises to be used in a manner that may be deemed a nuisance.
- d. Landlord covenants that no animals are permitted inside the buildings.
- e. Landlord covenants that, with the exception of dial-up services, it shall be the sole provider of Internet services.

4.03 Affirmative Covenants of Tenant.

- a. Tenant covenants that it shall pay Minimum Rent in the amount, at the time, and at the place set forth in this lease or as otherwise directed by Landlord from time-to-time.
- b. Tenant covenants that it shall, at all times, comply with the reasonable rules and regulations promulgated by the Landlord from time-to-time, and that it shall use and occupy the Premises in a manner which will not interfere with the use and occupancy of other tenants in the property.
- d. Landlord covenants that no animals are permitted inside the buildings.

ARTICLE 5

MAINTENANCE AND REPAIR

5.01 Maintenance and Repairs.

- a. Landlord shall maintain, in good condition and repair, the buildings and all appurtenances thereto, including accessory structures, driveways, sidewalks, parking areas, Common areas and Common Area lighting. In the event of damage or wear to any of these items, Landlord shall promptly repair such damage so as to cause minimum interference to Tenant, its employees, invitees and guests. Landlord shall provide, at Landlord(s) sole cost and expense, snow and ice removal and shall make all structural repairs and repairs to the foundation, walls, roof, gutters and downspouts, storefronts, (exclusive of glass and doors), sidewalks, sprinkler systems, main electric and plumbing lines, and the HVAC system.
- b. Tenant shall maintain, in good condition and repair, the interior of the Premises, including interior walls, wall coverings, floor coverings, and suspended ceilings. **Tenant shall provide and use a rolling chair mat in good condition under any furniture with wheels used in the office space at all times. Tenant will be responsible for carpet damage as a result of failure to provide such floor protection.**

- c. Tenants occupying space for less than 24 months are subject to a repainting charge at the sole discretion of the landlord.
- d. Notwithstanding the respective obligations set forth in (a) and (b) above, Landlord and Tenant shall be entitled, at all times, to undertake "emergency repairs" to the Premises where circumstances warrant. "Emergency repairs" shall mean repairs which are necessary to eliminate an immediate threat of damage, casualty or risk to health and safety. Reimbursement for costs and expenses expended to effect emergency repairs, which are the responsibility of the other party, shall be made within thirty (30) days after presentation of applicable bills and receipts.
- f. Landlord shall, at its sole cost and expense, comply with all present and future federal, state, county, or local laws, rules, regulations and any insurance requirements pertaining to the building, including without limitation, the Americans with Disabilities Act of 1990 (the "ADA").

ARTICLE 6

INSURANCE

6.01 Public Liability and Property Damage.

- a. Tenant shall obtain and keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises that provides coverage for injury to property in the amounts of \$300,000 and coverage for injuries to persons in the amount of \$300,000. Tenant may, at its option, provide such insurance coverage in the form of a "blanket" policy insuring the Premises and other property owned or leased by Tenant and/or its affiliated companies.
- b. Prior to the Commencement Date, Tenant shall deliver a copy of the appropriate certificate of insurance to Landlord. Said certificate shall name Landlord and Landlord's mortgagee, if requested, as additional insured(s).
- c. Notwithstanding Tenant's obligation to maintain insurance as provided herein, Tenant, or its insurer, shall not be responsible for damage and/or property loss attributable to conditions outside of the Premises and within the control of Landlord or another Tenant. By way of example, Landlord, or its insurer, shall bear responsibility for loss or damage as a result of leaks in the roof or exterior walls, leaks or defects in the plumbing or electrical systems outside of the Premises, fire or smoke damage from sources outside of the Premises and the like.

6.02 Additional Hazards.

Neither party shall do or permit anything to be done in or upon the Premises or bring or keep anything therein which shall cause the cancellation of either party's respective insurance policies, or increase the insurance premiums on the Premises. In the event either party shall do anything to so increase the other party's insurance premiums, the party causing the increase shall reimburse the other party, within thirty (30) days after receiving copies of the applicable insurance bills, for any such increase.

6.03 Indemnification.

In addition to maintaining insurance coverage as set forth herein, each party shall indemnify, save and hold harmless the other party for injury to person(s) or damage to property caused by the negligence or misconduct of that party or arising out of any breach or default by that party in the performance of its obligations under the terms of this Lease.

ARTICLE 7
CASUALTY LOSS

7.01 Major Destruction.

In the event that the Premises are totally destroyed or so damaged by fire or other casualty, not occurring through fault or negligence of Tenant that the same cannot, in Landlord's reasonable opinion, be repaired or restored within 120 days of the date of destruction, this Lease shall absolutely cease and terminate as of the date of such casualty. In such event Tenant will be liable for the Minimum Rent up to and including the date of such casualty.

7.02 Minor Destruction.

If the damage caused in the manner described above be only partial such that, in Landlord's reasonable opinion, the Premises can be repaired or restored within 120 days, Landlord shall repair and restore same with reasonable promptness reserving the right to enter upon the Premises for that purpose. The Landlord also reserves the right to enter upon the Premises whenever necessary to repair damage caused by fire or other casualty to the building, even though the effect of such entry be to render the Premises or a part thereof temporarily untenable. In any such event, the minimum Rent shall be apportioned and/or suspended during the time the Landlord is in possession, based upon the proportion of the Premises rendered untenable and the duration of Landlord's possession.

7.03 Election to Repair.

Landlord shall make its election to repair the Premises or terminate this Lease by giving notice thereof to Tenant within twenty (20) days of the date of such casualty. In the event (i) Landlord fails to give written notice of its intentions regarding repair within such twenty-day period, or (ii) Landlord elects to repair and such repairs are not completed within 120 days of the casualty, Tenant may cancel the Lease upon written notice, in which event the Lease shall terminate as of the date fixed in such notice. Moreover, and notwithstanding anything to the contrary, Tenant may cancel this Lease if any casualty covered by this Article occurs within the last year of the Term, irrespective of whether Landlord opts to repair.

7.04 No Liability.

Landlord shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the Building, the interruption in the use of the Premises or the termination of this Lease by reason of the destruction of the Premises, other than as provided in this Lease.

7.05 Vehicle Damage.

Landlord shall not be liable for any damage compensation or claim to Tenant's or Tenant guest's vehicle due to collision, vandalism, theft or property damage.

ARTICLE 8
ASSIGNMENT, SUBLETTING, AND CANCELLATION

8.01 Assignment and Subletting.

Tenant shall not assign or sublet the Premises, or any part thereof, without the prior written consent of Landlord.

ARTICLE 9

SURRENDER OF PREMISES

9.01 Surrender of Premises

- a. Tenant covenants to deliver the Premises to Landlord, or Landlord's agent, peaceably and quietly at the end of the Term, in broom clean condition, reasonable wear and tear excepted. Tenant shall have the right to remove all personal property and equipment installed by Tenant. **It is specifically agreed and understood that all fixtures and improvements and custom painting installed or changed by Tenant during tenancy shall be approved in writing prior, and Tenant shall be solely responsible to restore the Premises to the condition which existed prior to Tenant's occupancy and renovation. Landlord reserves the right to inspect and approve any restoration efforts by Tenant prior to the refund of any Security Deposit funds.**
- b. Landlord may show the Premises to prospective Tenants at any time during the last ninety (90) days of the Term or to prospective buyers at any time upon reasonable notice to Tenant.

ARTICLE 10

DEFAULT

10.01 Tenant Default

The occurrence of any one or more of the following events shall constitute an event of default or breach of this Lease by Tenant ("Tenant Default"):

- a. Tenant fails to pay rent on the date due.
- b. Tenant makes any assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated a bankrupt by any court, avails itself of the benefit of any bankruptcy or insolvency statute, is dissolved (voluntarily or involuntarily) or a receiver or trustee of Tenant and/or its property is appointed.
- c. Tenant fails to perform or comply with any term, provision or covenant of this Lease, all of which terms, provisions or covenants shall be deemed to be material, and Tenant fails to correct or cure any such default prior to the expiration of ten (10) days, except as specified otherwise in this lease, following written notice of default given by Landlord to Tenant.

10.02 Landlord's Remedies.

Upon the occurrence of any Tenant Default, which is not cured by Tenant within the applicable cure period, Landlord may in its sole and absolute discretion, elect to terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. In the event Tenant shall fail to immediately surrender the Premises, Landlord may re-enter and repossess the Premises, and expel or remove Tenant and any other person or entity thereof, and remove all property there from, all in accordance with due process, and as may be permitted under the laws of the Commonwealth of Virginia. Landlord, in the event it is required undertake the remedies set forth herein shall, in addition to any rent and other sums due pursuant to the terms of the Lease, be entitled to reasonable expenses, including attorneys fees, incurred in connection herewith. The exercise of any remedy provided herein shall not preclude the exercise of any other remedy set forth herein, or otherwise existing at law or in equity, it being agreed and understood that such remedies are cumulative and Landlord shall have full advantage of all such remedies.

In the event Tenant defaults in the payment of rent or defaults in any of its other obligations, duties or undertakings pursuant to the terms of this lease, and such default is not cured to the satisfaction of Landlord within 10 days following Landlord giving Tenant written notice of such default, then, at the option of Landlord, Landlord may declare this lease immediately terminated. Tenant shall thereupon immediately vacate the demised premises leaving same in the condition described in Paragraph 3.05 hereof.

10.03 Landlord Default.

A default by Landlord ("Landlord Default") shall have occurred if Landlord fails to perform or comply with any term, provision or covenant of this Lease, all of which terms, provisions or covenants shall be deemed to be material, and Landlord fails to correct or cure any default prior to the expiration of ten (10) days, except as specified otherwise in this Lease, following written notice of default given by Tenant to Landlord.

10.04 Tenant's Remedies.

Upon the occurrence of any Landlord Default which can be cured by the payment of money, Tenant shall be permitted to perform, correct or cure the default, in which event Tenant may deduct the costs and expenses from the Minimum Rent due or thereafter becoming due until the total amount thereof is fully satisfied. If the Landlord Default is of such a nature that it cannot be cured by the payment of money, Tenant may terminate this Lease and, upon termination, vacate the premises, in which event Landlord shall become immediately liable to Tenant for any remaining unamortized costs of leasehold improvements made by Tenant. Tenant shall also have all rights and remedies existing at law or in equity.

ARTICLE 11

NOTICE

11.01 Service of Notice.

a. All notices to be given with respect to this Lease shall be in writing.

b. Tenant's Off-Site Address:

c. Landlord's Address for Notice:

1769 Jamestown Road
Williamsburg, Virginia 23185

ARTICLE 12

**ESTOPPEL CERTIFICATES,
SUBORDINATION, ATTORNMEN AND
NON-DISTURBANCE**

12.01 Estoppel Certificates.

Tenant, without charge and upon request of Landlord or a prospective purchaser or mortgagee, shall execute and deliver to the Landlord a certificate stating that this Lease is in full force and effect, with any modifications duly stated, and including such information as is reasonably required to evaluate the terms of this Lease. Any such certificate shall not modify or change the provisions of this Lease.

12.02 Subordination.

Subject to receipt of a Non-Disturbance Agreement pursuant to the provisions of 12.03, Tenant agrees to subordinate this Lease to any mortgage or mortgages now or hereafter upon the Building, land or Premises and to any renewal(s), refinancing and extensions of any such mortgages. Tenant upon request and without charge, shall execute any reasonable instruments necessary to subordinate this Lease, provided that such instruments shall not modify or change the terms and conditions of this Lease.

12.03 Non-Disturbance and Attornment.

Landlord covenants that as long as Tenant is not in default under the terms or conditions of this Lease, Tenant's rights under the Lease and its possession of the Premises will not be interfered with or

disturbed by acquisition or title to the underlying real property by a lender or a purchaser pursuant to any action or proceeding to foreclose its mortgage or security instrument, or by a lender pursuant to acceptance of a deed in lieu of foreclosure. In any such event, Tenant agrees to attorn to such Lender or Purchaser as the Landlord hereunder.

ARTICLE 13

GENERAL PROVISIONS

13.01 Force Majeure.

Neither party shall be liable or responsible for any delays due to strikes, riots, fire, acts of God, shortages of labor or materials, failure of power, insurrection, governmental laws, regulations, restrictions or any other cause whatsoever beyond its reasonable control.

13.02 Recording.

The parties agree that this Lease, or a short form or memorandum thereof, may be recorded. In the alternative, each party shall, at the request of the other party and without charge, execute and acknowledge a short form lease or memorandum of lease. The parties agree that the recording of this Lease, short form Lease, or memorandum of lease shall be at the expense of the recording party.

13.03 Governing Laws.

This lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Virginia.

13.04 Attorney's Fees.

If one party is required to commence litigation in order to enforce the covenants and agreements in this Lease, the party prevailing in such litigation shall have the right to reimbursement from the other party of all reasonable costs, expenses and attorney's fees.

13.05 Successors and Assigns.

For all purposes of this Lease, the terms "Landlord" and "Tenant" shall be deemed to include the respective successors, assigns, and agents of Landlord and Tenant. The covenants and agreements contained in this Lease shall inure to the benefit of, and be binding upon, Landlord and Tenant and their successors and assigns.

13.06 Partial Invalidity.

Any term or condition of this Lease which is rendered invalid, void or illegal by court decision or legislation shall not impair or invalidate any other term or condition hereof and such other terms and conditions shall remain in full force and effect.

13.07 Paragraph Headings.

The Paragraph headings contained herein are inserted only as a matter of convenience and of reference and do not define, limit or describe the scope or the intent of this Lease.

13.08 Corporate Authority.

The parties hereto represent and warrant that the individual or individuals executing this Agreement have the requisite authority and capacity to do so. If either party is a corporation, each individual executing this Lease on behalf of the corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation in accordance with the By-laws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. Each party that is a corporation, at the request of the other party, shall deliver, within thirty (30) days of such request, a certified copy of a resolution of its Board of Directors authorizing such execution.

13.09 Submission of Lease/No Partnership.

The submission of a copy of this Lease for examination does not constitute a reservation, option or offer. This Lease shall be effective only upon its complete execution and delivery by both Landlord and Tenant. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership, joint venture or any other association between the parties hereto, except the relationship of Landlord and Tenant.

13.10 Entire Agreement.

This lease sets forth the entire agreement of the parties with respect to the subject matter contained herein. No modification of this Lease shall be binding unless reduced to writing and executed by the parties hereto.

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

Landlord: **JAMESTOWNE PROFESSIONAL PARK, LLC.**

BY: _____
Michael D. Sloan, Owner

Tenant:

BY: _____