

LEASE AGREEMENT

This Lease agreement, entered into effective 1, 2009, by and between C116 Avion Park LLC, a limited liability corporation with its principal offices located in Chantilly VA within Fairfax County ("Lessor"), and with principal offices located in Fairfax County ("Lessee") provides as follows;

Lessor warrants and represents that it owns that certain parcel of land located in the Chantilly VA, Fairfax County, more particularly described in Exhibit A attached to this Lease and incorporated for the purposes of description ("Parcel") and the office building located on that parcel commonly referred to as 3931 Avion Park Court, Suite C116, Chantilly, VA 20151 ("Building"); and Lessor wishes to lease to Lessee, and Lessee wishes to lease from Lessor, under the terms and conditions of this agreement, finished office space in the Building as defined in Exhibit A;

Therefore, the parties agree as follows:

- 1) The Premises: Lessor hereby agrees to lease to Lessee, and Lessee hereby leases from Lessor, the following described premises:
 - a. That certain spaces on the floor of the Building, as defined as "Room # in Exhibit A attached hereto and made a part of this lease for description purposes, which floor space shall be furnished with one desk, one chair, one bookcase or filing cabinet, and one digital phone.
 - b. Warehouse cubicle spaces are available at \$60 monthly.
 - c. Improvements. none
- 2) Term. The term of this lease shall commence on the date of occupancy of the Premises by Lessee and shall continue for a period of 12 months thereafter, unless sooner terminated as provided in this Lease.
 - a. Lessor hereby leases the Leased Premises to Lessee, and Lessee hereby leases the same from Lessor, for an "Initial Term" beginning on or about 1, 2009 and ending , 200. Tenant shall have the option to renew lease for one (1), three (3), or five (5) year term, which option must be exercised sixty (60) days before expiration of the lease. Rent will reflect market rent and time of renewal.
- 3) Rent. Lessee agrees to pay Lessor a monthly rent during the term of this Lease in the amount of \$ per month, payable on the first day of each month during the term of this Lease, with payments to be made by personal delivery or mailing by U.S. Mail to Lessor's office, postmarked not later than the first day of each month during the term of this lease.
 - a. Rent shall include the tenant's share of the condo fees, taxes, base building insurance, utilities and cleaning, furniture, phone service and internet service. It shall increase by 3% each successive year of the term of this lease.
 - b. A late charge of (5%) percent of the amount which is late shall be paid as additional rental for any rental payment hand delivered or received more than five (5) days after the first day of any calendar month during the term of this lease.
 - c. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Lessee shall also pay to Lessor a "Security Deposit" in the amount of 1 month's rent.
- 4) Notice. Wherever in this lease it is required or permitted that notice or demand be given or served by either party on the other, such notice or demand shall be deemed given or served when written and hand delivered, or deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:
To Lessor at: 3931 Avion Park Ct. Suite C116, Chantilly Virginia, 20151
To Lessee at:
- 5) Parking. There is ample parking on a first come first server basis. There are no assigned spaces.
- 6) Possession. Lessor promises to place Lessee in peaceful possession of the Premises, and Lessee, by taking possession of the Premises, will have acknowledged that the Premises are in satisfactory and acceptable condition.
- 7) Sublease and Assignment. Lessee shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Lessor's consent, such consent not to be unreasonably withheld or delayed.
- 8) Repairs. During the Lease term, Lessee shall make, at Lessee's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings,

and other parts of the Leased Premises damaged or worn through normal occupancy, except for common areas such as elevator, hallways and bathrooms and major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

- 9) Use. Lessee shall use the Premises defined as running the business operations, and shall not use or permit the Premises to be used for any other purpose. Lessee agrees that no use consuming abnormally high utility or other service costs shall be permitted in the Premises.
- 10) Compliance with Laws. Lessee agrees to observe all laws and governmental regulations applicable to its use of the Premises, together with all reasonable rules and regulations that may be promulgated by Lessor from time to time.
- 11) Alterations by Lessee. Lessee agrees that except for the Lessee improvements contemplated in this Lease, Lessee will make no alterations to the Premises without the prior written consent of the Lessor.
- 12) Hazards. Lessee shall not use the Premises, nor permit them to be used, for any purpose which shall increase the existing rate of insurance upon the Building, or cause the cancellation of any insurance policy covering the Building, or sell or permit to be kept, used, or sold in or about the Premises, any article that may be prohibited by Lessor's insurance policies.
 - a. Lessee shall not commit any waste upon the Premises, nor cause any public or private nuisance or other act that may disturb the quiet enjoyment of any other Lessee, nor shall Lessee allow the Premises to be used for any improper, immoral, unlawful, or unsafe purpose, including, but not limited to, the storage of any flammable materials.
 - b. Nor shall Lessee use any apparatus, machinery or device in or on said Premises that shall make any noise or cause any vibration that can be detected by other Lessees, or that shall in any way be a detriment to the Building.
 - c. Lessee further agrees that except for the Lessee improvements contemplated in this Lease, Lessee will not install or construct within the Premises or Building electrical wires, water or drain pipes, machinery, or other permanently installed devices, including, but not limited to, alarm systems, private music systems, or special ventilation, without the prior written consent of Lessor.
- 13) Care of the Premises. Lessee agrees to take good care of the Premises.
- 14) Liability. Lessee agrees that Lessor shall not be liable for any damage or injury to persons or property arising out of the use of the Premises by Lessee, its agents and employees, invitees, or visitors except that occasioned by the negligence or act of Lessor, its agents, employees, servants, contractors, or subcontractors.
 - a. Lessee will indemnify and save Lessor harmless from all liability and loss on account of any such damage or injury; but Lessee shall not be liable for any damage or injury occasioned by any failure of Lessor to comply with its obligations under this Lease or by reason of the negligence of the Lessor, its agents, servants, employees, contractors, or subcontractors.
 - b. Lessee agrees to procure and maintain a comprehensive general liability policy or policies of insurance, at its own cost and expense, insuring Lessor, Lessee, and such additional persons as Lessor may reasonably require from all claims, demands, or actions for, injury to, or death of any one person in an amount of not less than \$500,000 and for injury to, or death of more than one person in any one accident to the limit of \$1,000,000 and for damage to property in an amount of not less than \$50,000, made by or on behalf of any person, firm, or corporation, arising from related to, or connected with the conduct and operation of any business in the leased premises. Said insurance shall not be subject to cancellation except after 10 days prior written notice to Lessor, and the policy or policies, or duly executed certificate or certificates for the same, together with satisfactory evidence of the payment of the premium thereon, shall be deposited with the Lessor at the commencement of the term and renewals of such insurance not less than 30 days prior to the expiration of the term of such coverage. If Lessee fails to comply with such requirement, Lessor may obtain such insurance and keep the same in effect and Lessee shall pay the Lessor the premium cost thereof upon demand, as additional rent.
 - c. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.

- d. Lessor shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Lessor shall deem appropriate. Lessee shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.
 - e. Lessee agrees that Lessor shall be entitled to post any notice of non liability required by its insurance carrier or mortgagee in a space that complies with any ordinance or insurance policy approved by the State Board of Insurance, throughout the term of this lease.
- 15) Lessor's Right to Inspect. Lessee agrees to permit Lessor and its authorized representatives to enter the Premises at all reasonable times during usual business hours for the purpose of inspection, or for the making of any necessary repairs for which the Lessor is responsible or feels necessary for the safety and preservation of the Premises or for the performance of any work on the premises that may be necessary to comply with any laws or regulations of any public authority.
 - 16) Fixtures and Personal Property. Any trade fixtures, equipment, or personal property in or permanently attached to the Premises, Building, or Parcel by or at the expense of Lessee shall be and remain the property of Lessee, including Lessee's lighted sign, and Lessor agrees that Lessee shall have the right to remove any and all of such property prior to the expiration or termination of this Lease Agreement, so long as no default exists under this Lease. Lessee agrees that it will, at its expense, repair any damage occasioned to the Premises by reason of the removal of any of its trade fixtures, equipment, or other permanently affixed personal property as described above.
 - 17) Repairs and Maintenance. Provided, however, if Lessee fails to make any such repairs or replacements promptly, Lessor may, at its sole option, make the repairs or replacements after at least ten (10) days prior written notice to Lessee, and Lessee shall repay the cost of the repairs or replacements to Lessor on demand.
 - 18) Utilities & Cleaning. Lessor agrees to provide, at its expense, to or for the Premises, adequate heat, electricity, water, air conditioning, replacement light tubes, trash removal service, sewage disposal service and professional cleaning.
 - 19) In the event of any interruption or malfunction for any reason of any utility or service to the Premises or Building, Lessor shall use reasonable diligence to restore the utility or service. However, any such interruption or malfunction, if restored within a reasonable time, shall not entitle Lessee to be relieved from any of its obligations under this Lease, or grant Lessee the right of set-off or recoupment of rent, or be considered a breach by Lessor, or entitle Lessee to any damages. Should any of the equipment or machinery break down, or for any cause beyond the reasonable control of Lessor cease to function properly, Lessor shall use reasonable diligence to repair the machinery or equipment promptly, but Lessee shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned by or resulting from any such breakdown or cessation for the length of time reasonably required for repair.
 - 20) Destruction of Premises. If at any time during the term of this lease, the Premises or any part of the Building or Parcel shall be damaged or destroyed by fire in a way that does not render the premises unfit for the conduct of Lessee's business or that does not injure Lessee's business, Lessor shall promptly and through the exercise of reasonable diligence repair the damage and restore the premises, at Lessor's expense, to the condition in which the premises existed immediately prior to the damage or destruction. In such case there shall be no abatement of rent.
 - 21) Eminent Domain. As used in this section, the word "condemned" shall include (a) receipt of written notice of the intent to condemn from an entity having the power of eminent domain, (b) the filing of any action or proceeding for condemnation by any such entity, and (c) the conveyance of any interest in the Premises by the Lessor or the Lessee to a public or quasi public authority having the power of eminent domain with respect to the Premises as a result of the authority's express written intent to condemn.
 - 22) In the event any part of or interest in the Premises, Building, or Parcel is condemned, this lease shall terminate at the option of either Lessor or Lessee as of the date title or actual possession vests in the condemnor, whichever first occurs, and rent under this Lease shall be payable only to that date. Lessor shall return to Lessee any rent paid beyond that date.
 - 23) Lessor shall give Lessee written notice promptly after receiving notice of any contemplated condemnation and Lessee shall have thirty (30) days after receipt of the notice to terminate this lease, provided the contemplated condemnation will render the Premises unfit for use by Lessee in the ordinary conduct of its business or will in Lessee's opinion injure Lessee's business.

- 24) Assignment and Subletting. Lessee may not sublet or assign its interest under this Lease without the written consent of Lessor, which shall not be unreasonably withheld.
- 25) In the event that this Lease is terminated as permitted under the terms of this Lease, Lessor shall refund to Lessee the security deposit and any prepaid rent accrued as of the date of damage or destruction, less any sum then owing Lessor by Lessee. If Lessor is required under this Lease to repair and reconstruct the Premises, the lease term shall be extended by a period of time equal to the period of time reasonable required to complete the repair and reconstruction.
- 26) Default by Lessee. Should Lessee at any time be in default with respect to payment of rent for a period of ten (10) days after written notice from Lessor; or should Lessee be in default in the performance of any other of its obligations under this Lease for thirty (30) days after written notice from Lessor specifying the particulars of the default; or should Lessee vacate and abandon the Premises; or if a petition in bankruptcy or other insolvency proceeding is filed by or against Lessee, without dismissal within thirty (30) days of filing; or if Lessee makes any general assignment for the benefit of creditors or composition; or if a petition or other proceeding is instituted by or against the Lessee for the appointment of a trustee, receiver, or liquidator of Lessee or of any of Lessee's property pursuant to laws for the benefit of creditors; or if a proceeding is instituted by any governmental authority for the dissolution or liquidation of Lessee; then and in any such events, Lessor, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Premises, and after five (5) days prior written notice to Lessee, may remove all persons and property from the premises.
 - a. The property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee.
 - b. Should Lessor elect to reenter, this lease shall be deemed terminated; provided, however, that Lessor shall be entitled as against Lessee to the measure of damages provided by law, namely the difference between the rent for the balance of the term of this lease following the day of reentry and the amount of rent Lessor receives during that period from any subsequent Lessee of the Premises.
 - c. Lessor shall in such event have no obligation to relet the Premises.
 - d. Lessor is responsible for the remaining balance due on the term of the lease.
- 27) Should Lessor at any time terminate this lease under Lessor's express rights set forth in this Lease for any breach, Lessor may, in addition to any other remedy it may have, recover from Lessee all damages incurred by reason of the breach, including the cost of recovering the Premises.
- 28) Redelivery of Premises. Lessee agrees to redeliver to Lessor the physical possession of the Premises at the end of the term of this Lease, or any extension of this Lease, in good condition, excepting reasonable wear and tear, and damage by fire or from any other cause not attributable to the willful or negligent act of the Lessee, or its employees, agents, invitees, or visitors.
 - a. Lessee shall surrender the leased premises in good condition, broom clean, reasonable wear and tear excepted, and shall surrender all keys for the leased premises to Lessor at the place then fixed for the payment of rent, and shall provide Lessor all combinations on locks, safes, and vaults, if any, in the leased premises
- 29) Holding Over. Any holding over after the expiration of the term of this lease shall be deemed to constitute a tenancy from month to month only, and shall be on the same terms and conditions as specified in this Lease, so far as applicable, and at a monthly rental equal to twice the rentals and other charges stated in this Lease for the primary term of this lease.
- 30) Attorneys' Fees. If Lessor is required to place the enforcement of all or any part of this Lease, the recovery of possession of the Premises, or damages in the hands of an attorney, or if legal proceedings are commenced by the Lessor against the Lessee to protect or enforce rights or obligations under this Lease, the Lessor shall be entitled to recover its reasonable attorneys' fees and costs.
- 31) Time of Essence. Time is of the essence in this lease.
- 32) Mutuality. All covenants and conditions in this Lease are mutually dependent.
- 33) Refurbishment's. Paragraph 16 notwithstanding, Lessor shall not be responsible for repainting the Premises or for replacement of the carpeting unless repainting or replacement is made necessary by the negligence of Lessor or its agents, employees, servants, contractors, or subcontractors, or by the breach of any other obligation of Lessor under this lease.
- 34) Option to Renew. Lessee may renew the Lease for one extended term with Lessee exercising such renewal option, if at all, by giving written notice to Lessor not less than ninety (90) days prior to

- the expiration of the Initial Term. The renewal terms will be re-negotiated with a new lease contract developed.
- 35) Lessor's Signs. Lessor reserves the right for itself or its agents to install a sign designating the Building and/or Parcel for sale or for lease, and to show the space to a prospective Lessee, should Lessee not renew this lease within ninety (90) days prior to its termination date.
 - 36) Recordable Acceptance. Lessee agrees to give a letter of acceptance and memorandum of lease in recordable form on commencement of this lease.
 - 37) Real Estate Commission. Lessor and Lessee acknowledge that no real estate broker is involved in this transaction.
 - 38) Lessee Deposits. At the start of the lease agreement, Lessee provides 1st month's rent and a security deposit equal to one month's rent at signing. Lessor acknowledges that it has possession of a deposit in the amount of two month's rent, deposited by Lessee.
 - 39) Lessor agrees that the deposit shall, upon commencement of the term of this new Lease, constitute the deposit which shall be held during the term of this Lease by Lessor as security for the performance by Lessee of its obligations under this Lease.
 - a. That deposit shall be held by Lessor, without obligation for interest, as security for the performance of Lessee's covenants and obligations under this Lease, it being expressly understood and agreed that the deposit is not an advance rental deposit except to the extent Lessor applies it as such after the notice required below, or a measure of Lessor's damages in case of Lessee's default.
 - b. The deposit shall not be considered liquidated damages, and if claims of Lessor exceed the deposit, Lessee shall remain liable for the balance of the claim.
 - c. On the occurrence of any event of default, and after the time for cure has elapsed without cure by Lessee, as stipulated in this Lease agreement, Lessor may, from time to time, without prejudice to any other remedy provided in this Lease or provided by law, after five (5) days prior written notice to Lessee of Lessor's intent to do so, specifying the cause and the amount, use a portion of that fund, to the extent necessary to make good any arrears of rent and any other damage, injury, expense or liability caused by the event of default specified in such notice.
 - d. If any portion of the deposit is so used or applied, Lessee shall, within five (5) days of written demand, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount, and Lessee's failure to do so shall constitute a default of this lease.
 - e. If Lessee is not then in default under this Lease, any remaining balance of the deposit shall be returned by Lessor to Lessee on demand, within thirty (30) days after the termination of this lease agreement.
 - 40) Occupancy standards/laws and regulations. Lessee agrees to comply with and to require its agents, employees, invitee and visitors to comply with all occupancy standards of the building of which the leased premises are a part. Such occupancy standards are attached hereto as Exhibit A initialed by the parties and made a part hereof. Lessor shall have the right from time to time to change, amend, or add to such occupancy standards in any reasonable manner deemed advisable by Lessor for the mutual safety and convenience of all occupants and the cleanliness of the premises and preservation of good order therein. Notice of all such changes and amendments will be sent by Lessor to Lessee in writing, and Lessee agrees to thereafter comply therewith. Lessee shall not use or occupy or permit the leased premises to be used or occupied, nor do or permit anything to be done in or on the leased premises, in whole or in part, in any manner which would in any way (i) make void or voidable any insurance carried by Lessee or Lessor hereunder with respect thereto, or which may make it impossible to obtain fire or other insurance thereon (ii) violate any laws, regulations, ordinances or requirements of any governmental, public or quasi-public authorities now existing or hereafter created, (iii) tend to create a nuisance or tend to disturb other Lessees of the building, or (iv) damage the building or the leased premises.
 - 41) Liens against the leased premises. Lessee agrees not to permit any mechanics', materialmen's or other liens to be fixed or placed against the leased premises or the building containing the leased premises and agrees immediately to discharge (either by payment or by filing of the necessary bond, or otherwise) any mechanics' materialmen's or other lien which is fixed or placed against the leased premises of the building arising from any obligation allegedly owed by Lessee. If Lessee does not

- discharge such lien or liens with ten (10) days after Lessee is requested to do so in writing by Lessor, then Lessor may discharge such lien or liens and any sums of money paid by Lessor, together with interest thereon at the rate of 12% per annum from the date of any such payment, shall be deemed to be additional rent hereunder and shall be due from Lessee to Lessor on the first day of the month following the payment of such respective sums and expenses.
- 42) Subordination. This lease is subject and subordinate to all mortgages and deeds of trust which may now or hereafter encumber the Building, Parcel, or any appurtenances thereto, or any leases, renewals or modifications related thereto. This clause shall be self operative and no further instruments of subordination shall be required in order for this clause to be effective. Lessee hereby agrees to execute, within ten (10) days of a request, any and all reasonable instruments in writing required by Lessor or any lender to subordinate Lessee's rights acquired by this Lease in accordance with this clause.
 - 43) Transfer By Lessor. The term "Lessor" shall mean only the owner for the time being of the Building and Parcel, and in the event of a transfer by that owner of its interest in the Building or Parcel, the owner shall be released and discharged from all covenants and obligations of the Lessor thereafter accruing, but such covenants and obligations shall be binding during the lease term on each new owner, and their successors and assigns for the duration of this lease.
 - 44) Rights reserved by Lessor. Lessor shall have the following rights, exercisable without notice and without liability to Lessee for damage or injury to property, person or business and without effecting and eviction, constructive or actual, or disturbance of Lessee's use or possession or giving rise to any claim for setoff or abatement of rent:
 - 45) To show the leased premises to prospective Lessees at reasonable hours during the last three (3) months of the lease term.
 - 46) To retain at all times, and to use in appropriate instances, keys to all doors within and into the leased premises
 - 47) Notices. Any notice or demand required or permitted under this lease shall be in writing and shall be sent by registered or certified mail to Lessee at the address of the leased premises and to Lessor at the address then fixed for the payment of rent, and either party may, by like notice at any time and from time to time, designate a different address to which notice shall be sent. Notices given in accordance with these provisions shall be deemed given when mailed.
 - 48) General. 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 or the joint venture or of any association between Lessor and Lessee other than the relationship of Lessor and Lessee. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions. The necessary grammatical changes required to make the provisions of this lease apply in the plural sense where there is more than one Lessee and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The laws of the Commonwealth of Virginia shall govern the validity, performance, and enforcement of this lease.
 - 49) This lease contains the entire agreement between the parties with respect to the subject matter hereof and each party acknowledges that it did not, in entering into this lease, rely upon any representation or promises made by or on behalf of the other except as expressly set forth herein. Lessor and Lessee hereby waive trial by jury in any action or proceeding brought by either of them against the other on any matters whatsoever arising out of, under, or by virtue of the terms of this lease.
 - 50) Successors and assignees of the parties. The terms, covenants and conditions hereof shall be binding upon, and inure to the successors in interest and assignments of the parties here to.

Rental payments. Rental payments should be made payable to C116 Avion Park LLC and sent to:
C116 Avion Park LLC, 3931 Avion Park Ct. Suite C116, Chantilly Virginia, 20151

This instrument is executed as of the above date in multiple counterparts, each of which shall constitute an original.

For (Lessee)

By: _____
DATE _____

For: C116 Avion Park LLC (Lessor)

By: _____
DATE _____