

Town of Haymarket – Special Meeting of the Town Council
February 15, 2012
15000 Washington Street-Haymarket, Virginia 20169
Mayor Pamela E. Stutz

Call to Order

6:45 p.m.

Roll Call

Tobias, Cole, Scarbrough, Kenworthy, Weir

Absent: Stutz & Leake

Closed Session

Tobias motions to enter into closed session pursuant to VA §15.2-3711 A3 for the Council discussions and consideration of publicly held real property, Town Center Property leases, namely the lease agreement with ATTIVA Corporation, Weir seconds; Tobias-Yes, Leake-Absent, Cole-Yes, Scarbrough-Yes, Kenworthy-Yes, Weir-Yes, Stutz-Absent

Tobias motions that the Council of the Town of Haymarket does hereby certify, at 7:05 p.m., that to the best of each member's knowledge, only public business matters lawfully exempt from the open meeting requirements by Virginia law were discussed in the closed session, to which this certification applies, and only such public business matters as were identified in the motion convening the closed session were heard, discussed or considered by Council, Scarbrough seconds; Tobias-Yes, Leake-Absent, Cole-Yes, Scarbrough-Yes, Kenworthy-Yes, Weir-Yes, Stutz-Absent

ATTIVA Corporation Lease Agreement

Tobias motions to authorize the Town Manager & Town Attorney to enter into negotiations and to take all steps and actions necessary and reasonable, including modification of existing lease terms as the Town Manager may deem expedient, to terminate the existing lease with ATTIVA Corporation and to enter into a new lease with QBE, LLC for the existing space of both ATTIVA & QBE and to negotiate on behalf of the Town all documents, leases and termination agreements necessary to effect the foregoing or any similar arrangements, Cole seconds; Tobias-Yes, Leake-Absent, Cole-Yes, Scarbrough-Yes, Kenworthy-Yes, Weir-Yes, Stutz-Absent

**Cole motions to that the Town Council forego any payment for tonight's special meeting,
No second
MOTION FAILS**

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15000 Washington Street-Haymarket, Virginia 20169
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Adjournment

Tobias motions to adjourn the special meeting of the Haymarket Town Council of February 15, 2012, Weir seconds;

Ayes: 4 Nays: 0 Absent: Stutz & Leake

Submitted:

Approved:



Jennifer Preli, Town Clerk



John Cole, Vice Mayor

COMMERCIAL LEASE

THIS LEASE AGREEMENT, (Lease) made this 17th day of August, 2010 by and between the Town of Haymarket, a municipal corporation of the Commonwealth of Virginia, herein referred to as "Landlord", whose address is 14710 Washington Street, PO Box 1230, Haymarket, Virginia 20169, and, Gerry Kennedy and Attiva Corporation, Inc. dba Haymarket Professional Services, jointly and severally, herein referred to as Tenant, whose respective addresses are 14408 Otis Ct, Haymarket, Virginia 20169 and 14408 Otis Court, Haymarket, Virginia 20169.

LEASED PREMISES

Landlord hereby grants to Tenant a non-transferable right and revocable permission for the temporary use of and right to occupy those certain premises, herein referred to as "Premises", located at 15000 Washington Street, Suites 230, 240, 250, 260, 270, 280, and the small conference room including the non-exclusive use of the interior hallways as required for ingress/egress to the second floor, Haymarket, Virginia, containing approximately 3,096 square feet of office space, together with the non-exclusive use of parking in such spaces or areas as may from time to time be designated by Landlord. The identified suites are to be consolidated as "Suite 200". The Premises are also generally shown on a "Sketch" attached hereto.

TERM OF LEASE

The term of this lease shall be for a period of five (5) year(s) commencing upon the execution and receipt of the first portion of the Security Deposit. The rent called for herein shall begin in any event on November 1, 2010 or on such earlier date as Tenant may obtain an occupancy permit (the "Rent Commencement Date").

The provisions of this Lease Agreement shall control any successive terms, and annual rent shall be subject to the increases described herein. The Landlord offers the following two option terms after the expiration of the initial term provided Tenant is not in default: two (2) option terms of two and one-half years each, provided Tenant shall give to Landlord 60 days prior written notice of intention to exercise each successive option term.

Tenant understands and agrees that in the event the Town should sell this property that the Town will assign this lease to the purchaser who shall then be responsible for performing the terms hereof. In such event, the Town shall have no further liability.

HOLDOVER

If Tenant holds possession of the premises after the expiration of any term as provided herein, Tenant shall become a Tenant from month-to-month on the terms and conditions of this lease, and Tenant must provide proper and adequate notice not less than thirty (30) days prior to terminating such tenancy.

The rental shall continue as provided for in this Lease at 110% of the rental at the time this lease expires or until such time as the Landlord gives Tenant 15 days notice of a change to the rental amount.

Should the Tenant fail to vacate at the end of a term, after having given notice of non-renewal or of intent to vacate, or after receiving notice to vacate from the Landlord, the rental for the holdover period shall be 120% of the latest rental rate for the duration of the holdover period or one month's rent, whichever is greater. In addition to rent, Tenant shall be responsible for all damages incurred or suffered by the Landlord in connection with Landlord having leased or attempted to lease the premises in reliance on any notice of non-renewal for any successive term or other notice of termination, or suffered by the Landlord due to Tenant's failure to vacate.

RENT

The Tenant covenants and agrees to pay rental in the amounts and terms set forth below: Year 1: Total Annual Rental \$74,304.00. This total will be due in 12 Monthly Installments of \$6,192.00. The first monthly installment is due and payable on the Rent Commencement Date. The remaining monthly installments are due and payable on the fifth day of each month thereafter, beginning on the fifth day of the second month. Rent and any other payment due hereunder shall be deemed to be paid when it is received at Haymarket Town Hall, 14710 Washington Street, Haymarket, Virginia 20169, or at such other place as the Landlord may from time to time designate in writing to the Tenant. All checks are to be made payable to the Town of Haymarket.

The initial rental amount is based on a per square foot charge of \$24.00 and a total square footage of 3,096.

CAM (common area maintenance) charges include: trash removal, snow removal and cleaning of common areas including bathrooms and are included in the above rental amount.

BUILD OUT. Landlord agrees to provide a "Build Out Allowance", as hereafter defined, for tenant improvements specified in Schedule "A" of up to \$30,960.00 based on Tenant's actual out of pocket costs for the improvements set forth in Schedule "A" to be verified by receipts submitted by Tenant by no later than October 15, 2010, or such additional receipts as may be submitted thereafter which are acceptable to the Town in its sole discretion, showing at least \$55,000.00 of out of pocket costs by Tenant for the improvements on Schedule "A" completed and a part of Landlord's property. In the event the out of pocket costs are less than \$55,000.00, the Build Out Allowance shall be reduced dollar for dollar for each dollar below \$55,000.00, being referred to herein as "Build Out Allowance". The Build Out Allowance shall be credited to rents beginning the month following the Rent Commencement Date and running for a total of five consecutive months with a reduction in the rent due each month of an amount equal to 1/5 of the Build Out Allowance, but in any event, not to exceed \$6,192.00 per month for a total of \$30,960.00, with any necessary other pro-rations thereto. Tenant agrees to promptly pay for all such work and not to suffer any lien or claim for such work to be asserted against the Landlord or any of its property and

further agrees that if any such lien or claim is asserted, to indemnify and hold harmless the Landlord, including all costs of defense or negotiation including all attorney's fees, expert witness fees, witness fees, and all other costs or fees. Tenant agrees to begin Build Out on or after September 1, 2010.

LATE CHARGES. In the event a monthly rental payment is received after the tenth day of the month for which it is due, Tenant agrees to pay as a late fee, due immediately, an additional sum equal to five percent (5%) of the monthly installment. In addition, Tenant agrees that, if Tenant fails to pay within seven (7) days after the date which due any installment of rent or any other payment due hereunder, any and all such unpaid amounts shall bear interest at the rate of one and one-half percent (1.5%) per month [an annual rate of eighteen percent (18%) compounded monthly] beginning on the due date and continuing until fully paid. Tenant acknowledges that the Late Charges are equitable compensation to Landlord, and are intended to reasonably compensate Landlord for the administrative, accounting, processing and collection costs caused by Tenant's failure to timely pay the amounts due hereunder.

Tenant further agrees to pay a fee of Thirty-Five Dollars (\$35.00), in addition to any late fees, for all checks returned for insufficient funds, plus any protest or bad check return fee charged to Landlord by its bank or other financial institution. All rental payments will be first applied to all past due balances and then to the current rental due.

ESCALATION CLAUSE

At the end of the first year of this lease and thereafter at the end of the succeeding lease year or option year, and effective simultaneously with the commencement date of such succeeding term or option term of this Lease, the Annual Rental (and proportionately the Monthly Installments) shall escalate by five percent (5%) from the Annual Rental of the prior year.

SECURITY DEPOSIT

The Tenant agrees to pay the Landlord a sum equal to two (2) full monthly installments of the first term's Annual Rental, in the total amount of \$12,384.00 as a security deposit payable one-half upon execution of this lease agreement and one-half on the Rent Commencement Date. The deposit is to be held by the Landlord as security for the faithful performance by Tenant of all the terms of this agreement. Under no circumstances whatsoever shall the Security Deposit be deemed to constitute payment of the final installment of Rent, and Tenant may not designate that the Security Deposit be utilized to reduce any other fee or charges due to the Landlord. Within sixty (60) days of satisfactory termination of this Lease, Landlord will refund to Tenant at the forwarding address provided by Tenant that portion of the Security Deposit not necessary to repair the Leased Premises, normal wear and tear excepted.

UTILITIES

Landlord shall pay all normal and reasonable charges for water, sewer, gas and electricity used by Tenant on the Leased Premises in the normal course of its business during the term of this Lease. Tenant shall be responsible for any abnormal or excessive use as determined by the Landlord. All other utilities shall be the responsibility of the Tenant. Tenant acknowledges that the Leased

Premises are designed to provide standard office electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical service to other tenants. The parties specifically agree that if rent shall remain unpaid for five days or more after its due date, the Landlord may at its option discontinue any or all of the above utilities until such time as the rent and all other charges due under this Lease are paid in full.

Failure to exercise this option shall not be deemed a waiver thereof.

SIGNAGE

Landlord agrees to provide a building monument sign on Washington Street to include Quality Business Engineering (QBE) as may be approved by the Planning Commission, Architectural Review Board, and Town Council. Landlord further agrees to provide in-building signage for QBE as follows: OBE (logo) Quality Business Engineering (as exists on 6611 Jefferson sign).

ASSIGNMENT

The premises may not be sublet nor this agreement assigned, without the Landlord's prior written approval of the prospective sub lessee or assignee. Such sublease and/or assignment shall not relieve the Tenant of its duties and obligations hereunder. The Landlord hereby agrees to and approves a sublet between the tenant and Quality Business Engineering, Inc.

PETS

The Tenant or its guests shall keep in or about the premises no animals, pets, poultry or livestock without the prior written permission of the Landlord.

Fish tanks which hold more than five gallons of water are not permitted without the Landlord's prior specific written approval. Tenant shall be liable for any and all damage to the premises caused directly or indirectly by the presence of any fish tank or similar device, even if the Tenant is without fault in causing the damage.

RULES

Tenant shall comply with any Rules of the building that may be adopted or altered by Landlord from time to time, and Tenant shall cause all of his agents, employees, invitees and visitors to do so; all changes to such Rules will be provided by Landlord to Tenant in writing.

INSPECTION

The Tenant acknowledges receipt in good condition of the premises and all its equipment, excepting any list of defects which the Tenant has delivered to the Landlord prior to the execution hereof. If Tenant fails to so deliver such a list of defects, the Landlord shall consider the Tenant to have accepted that the condition of the premises was without material defect at the commencement of the Lease.

The Tenant agrees that it will take care of the premises and fixtures and equipment therein and that, upon the expiration or termination of this Lease agreement or any extension thereof, Tenant will leave the premises thoroughly cleaned and in good condition, ordinary wear and tear excepted. Tenant shall be

responsible for all repairs except to the exterior of the building. The Tenant further agrees that it will give the Landlord prompt written notice of any defects in the premises or in any of the equipment, appliances, or parts thereof as soon as the Tenant is aware of them notwithstanding that it is Tenant's responsibility to make such repairs under this agreement. The Tenant agrees to pay for all expenses caused by his failure to promptly report any defect, and to pay for all necessary repairs in the premises or in the equipment thereof including those caused by Tenant's own negligence or that of his invitees, employees, or agents.

The Landlord may enter the premises for the following purposes: to determine whether the Tenant is complying with the provisions of this Lease; to make repairs, alterations, or improvements; to show the dwelling to prospective purchasers, mortgagees, lenders, tenants, workmen or contractors. Such entries shall not be so frequent so as to seriously disturb the Tenant's peaceful enjoyment of the premises for business use. Such entries shall take place with reasonable prior notice to the Tenant, whose consent shall not be withheld unreasonably. If the Landlord or his agent reasonably believes that an emergency exists which requires immediate entry, such entry may be made without the Tenant's knowledge or consent, although Landlord will promptly attempt to notify Tenant. The Tenant agrees to allow access and occupancy to workmen for redecorating, repairing and remodeling the premises.

Landlord may also enter the premises to treat the premises with pesticides and/or pest control devices. Landlord shall give the Tenant at least forty-eight (48) hours notice prior to the application of pesticide in the premises. If the Tenant requests the application of the pesticide, no notice shall be required.

DEFAULT

Unless otherwise specified herein, any payment, cost or expense other than monthly rent which the Tenant shall owe to the Landlord shall be due within five (5) days after notice from the Landlord specifying the item or items alleged to be due and unpaid.

Tenant agrees not to commit or permit any waste or nuisance on or about the premises, nor keep any combustible, hazardous or dangerous materials on the premises, nor to do anything that might create a hazard of fire on the premises, and at all times to comply with all applicable safety and environmental laws.

The premises shall be used by Tenant only for conducting general corporate business for its administrative functions at this location. That includes management, accounting, human resources, IT infrastructure and general operations pursuant to its government contracting services business provided that such use shall be carried on in compliance with all requirements of law and/or governmental agency. No other use may be made of the premises without the express prior written consent of the Landlord.

In the event the Tenant abandons the property, the Landlord may, at its option, accelerate the entire unpaid balance of the unexpired portion of the Lease term and take such action to collect same as the Landlord deems appropriate. The Landlord may re-enter the premises, and such re-entry shall not be deemed a surrender or termination of the lease but shall instead be deemed to be a



retaking for the purpose of re-letting the premises. The Landlord may also make such alterations, improvements, repairs, etc. as it deems necessary to prepare the premises for re-letting. Neither the Landlord's re-entry nor failure to re-enter shall be deemed a waiver of any claim it may have against the Tenant for the remaining portion of the Lease, including for rent or other payments. The Tenant shall remain liable to the Landlord for the entire unpaid balance plus all damages that the Landlord may have suffered by reason of Tenant's abandonment, less credit given for any rental received by the Landlord for the leased premises from a successor tenant. If such a successor tenant pays a rent that exceeds the rental obligation of the Tenant hereunder, Landlord shall be under no obligation to the Tenant to account for or pay over such excess.

Breach of any term of this Lease Agreement, material or otherwise, by Tenant may, in Landlord's sole discretion, constitute default of this Lease Agreement. Any breach or default, material or otherwise, by the Tenant under this Lease Agreement may further, in Landlord's sole discretion, constitute a default under any other Agreement or Lease between Landlord and Tenant. So also, any breach or default, material or otherwise, under any other Agreement or Lease between Landlord and Tenant may, in Landlord's sole discretion, constitute a default under this Lease Agreement.

If a default shall exist, material or otherwise, because of any reason described above or for Tenant's failure to pay the monthly rent by the 5th day of any month, Tenant's right to possession shall thereupon cease and Landlord shall be entitled to the possession of said premises and to re-enter the same without demand for rent or for possession. Landlord may proceed forthwith to recover possession of said premises by process of law, any notice to quit or of intention to exercise such option or to re-enter said premises being hereby **EXPRESSLY WAIVED BY TENANT**. Further, upon default, Landlord at its sole option may accelerate the unpaid rent for the unexpired portion of the Lease term, giving credit for any proceeds from a re-letting in whole or in part of the premises during such unexpired period less associated costs, including for improvements by Landlord.

In the event that Landlord incurs expenses associated with obtaining possession of the premises or in the enforcement of any covenant, condition or agreement herein contained, whether through legal proceedings or otherwise, and whether or not such legal proceedings be prosecuted to a final judgment, Tenant agrees to be liable for and to pay Landlord all such expenses, including all court costs and attorney's fees incurred or reasonably anticipated to be incurred including collection of any judgment. Such attorney's fees shall be not less than \$750.00 for any default. To establish greater attorney's fees, the Landlord may present a signed affidavit from his counsel as to the fees claimed and the services rendered and anticipated to be rendered on behalf of Landlord. All objections to this method of proof are hereby expressly waived by Tenant. The parties agree that future attorney's fees may be claimed hereunder.

LANDLORD'S BREACH OF COVENANTS

In the event the Landlord fails to abide by the provisions of this Agreement or violates any requirement of state or federal law pertaining to this Lease Agreement, which breach materially affects health and safety, the Tenant may



serve a written notice on the Landlord specifying the acts and/or omissions constituting such alleged breach and stating that this Lease Agreement will terminate upon a specific date not less than thirty (30) days after receipt of the notice if such breach is not remedied within such 30 day period. If repairs can remedy the breach, and the Landlord adequately remedies the breach prior to the date specified in the notice, this Lease Agreement will not be terminated. The Tenant may not terminate this Agreement for a condition caused by the deliberate or negligent act of the Tenant, his employees, agents or invitees. The Tenant may not terminate this Agreement in any manner not specified herein.

ALTERATIONS

The Tenant may, at the Tenant's expense and expressly conditioned upon the Landlord's express written consent, remodel, redecorate and/or make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided Landlord, in its sole discretion, shall pre-approve such items in writing and further provided the same are made in a workmanlike manner and utilizing good quality materials. The improvements set forth in Schedule "A" are hereby approved by the Landlord. Tenant shall have the right to place personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, provided there is no injury to the premises. All personal property, equipment, machinery, trade fixtures and installations, whether installed by Tenant at the commencement of the Lease term or installed on the Leased Premises during the Lease term which are attached to the Leased Premises or which can not be removed without material injury to the premises such as wall to wall carpet, partitions, fixtures and the like, shall not be removed at the lease end unless agreed by the Landlord and shall be the Landlord's property free and clear of any claim by Tenant.

No signs, wires, satellite receiving dishes, television or radio antennas, or any other items may be installed on the exterior of the premises without the prior written consent of the Landlord.

QUIET ENJOYMENT

Landlord covenants and warrants that, upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of the Lease.

SUBORDINATION

At the option of the Landlord, this Lease and all rights of the Tenant hereunder shall be either prior to, or subject and subordinate to, any mortgage or deed of trust or ground lease, revenue bond or bond now or hereafter constituting a lien against the premises, or any part thereof, and to any and all renewals, modifications, consolidations, replacements and extensions thereof. The election of the Landlord hereunder may be made at any time. Tenant agrees to execute any reasonable Subordination of Mortgage Agreements or other documents requested by Landlord at any reasonable time during the term of this Lease.

VACATING



Upon the termination of the tenancy, the Tenant shall completely vacate the premises, including the removal of all of Tenant's property. No right of storage is given by this Lease Agreement and the Landlord has no duty to protect the Tenant's possessions against loss. In the event the Tenant's property is not completely removed, the Landlord may dispose of such property at its discretion at any time, without any liability to the Tenant for damage or loss. The Tenant shall pay for all costs of removal of such property. This provision shall survive termination of this lease agreement. Before departure, the Tenant shall return all keys, television cables and similar items, and shall turn over to the Landlord the premises and all its fixtures and equipment in good and substantial repair, thoroughly cleaned and in sanitary condition, reasonable wear and tear excepted. The Tenant shall allow the Landlord to inspect the premises in the Tenant's presence to verify the condition of the premises and its contents, which inspection must be made within five (5) days of vacating the premises. The Tenant shall undertake the following immediately prior to vacating the premises so as to return it in the condition specified in this paragraph:

- a. Clean walls, molding, and doors of grease, print, pen and pencil marks, dirt, dust and fingerprints, etc.
- b. Return all door and mailbox keys to the Town Hall.
- c. Empty closets of hangers, boxes and trash.
- d. Clean all windows and glass.

LIENS

The Landlord reserves to itself all rights, powers, actions and remedies, including the creation of liens on any property of Tenant, which are available under this Lease Agreement and/or the laws of the Commonwealth of Virginia, in the event of any breach or default, material or otherwise, by the Tenant of the provisions of this Lease Agreement.

INJURY, DAMAGE OR DESTRUCTION

Landlord shall not be liable to the Tenant for any damage, direct, consequential or of any other type whatsoever, to the Tenant's person or property for any reason, or the person or property of his agents, guests, employees, or invitees of any kind. Tenant shall possess a nondelegable duty to take all reasonable and/or necessary steps to ensure the safety and health of all persons and property on the Leased Premises. Tenant may wish to obtain insurance for its benefit to cover all such risks.

If during the term of this Lease, the Leased Premises are damaged by fire, flood, windstorm, strikes, riots, acts of public enemy, acts of God or other casualty, or in any other fashion, such that the same are rendered partially or wholly unfit for occupancy, and if said premises cannot be repaired within 10 days from the time of said damage, then this Lease shall terminate as of the date of such damage at the sole option of Landlord. In such case, Tenant shall pay the rent apportioned to the time of damage and shall immediately surrender the Leased Premises to Landlord who may enter upon and repossess the same and Tenant shall be relieved from further liability hereunder. If Landlord elects to repair the premises, the rent shall be apportioned and the Lease shall continue.



If any damage by any of the above rendering the Leased Premises partially unfit, can be reasonably, in the sole judgment of the Landlord, repaired within 10 days after such damage or that such repairs may be commenced and completed within a reasonable time not to exceed 60 days from the date of such damage, Landlord may repair such damage and this Lease shall not be affected in any manner except that the rent shall be apportioned from the date of such damage until such repairs have been completed.

In the event of partial damage which the Landlord elects to repair, the rent payment due shall be reduced in proportion to the damage and its duration. Specifically, the Tenant must pay the same percentage of the normal rent as the percentage of the premises which Tenant is able to occupy without disturbance, in the pro rata amount reflecting the pro rata duration of the significant damage.

If the damage by any of the above casualties is so slight that Tenant is not disturbed in his possession and enjoyment of the premise, then Landlord shall repair the same promptly and in that case the rent accrued or accruing shall not abate.

Other than through the specific provisions herein, no compensation or claim or diminution of rent will be allowed or paid by Landlord by reason of any damage, inconvenience, annoyance, or injury to business or interruption of the business arising from the necessity of repairing the premises or any portion of the Building of which the Leased Premises are a part, however the necessity may occur.

Tenant understands and agrees that for the provisions of the above paragraphs, it will have adequate insurance available to protect its interest in the event of casualties, damage, injury or destruction to property or person from any cause whatsoever.

INSURANCE

Tenant agrees that it shall, at its sole cost and expense, deliver to Landlord an original signed Certificate of Insurance or certified duplicate liability insurance policy not less than five (5) days prior to the commencement date of this Agreement, naming the Town of Haymarket, its respective agents and/or beneficiaries, and any designees of the Landlord as additional named insureds, with the following coverage: Commercial general liability insurance (broad form) in minimum amounts of \$1,000,000.00 combined single limit on bodily injury and property damage liability including products liability. Such certificate or duplicate policy shall contain a provision that Landlord and Tenant shall be given a minimum of ten (10) days written notice by the insurance company prior to cancellation, termination and/or material change of such insurance.

Tenant agrees to reimburse Landlord for, and to indemnify, defend and hold Landlord, its employees and agents harmless from and against, all costs, damages, claims, liabilities, expenses (including attorney's fees), losses and court costs suffered by or claimed against Landlord, directly or indirectly, based on or arising out of, in whole or in part from (a) use and/or occupancy of the premises or the business conducted therein by Tenant, (b) any act or omission of Tenant or any invitee, (c) any breach of Tenant's obligations under this lease, including failure to surrender the premises upon the expiration or earlier

termination of the lease term, or (d) any entry by Tenant or any invitee upon the premises prior to commencement, or after termination, of this Lease.

COMMON AREAS AND PARKING

The Landlord agrees that Tenant and Tenant's customers, employees, and/or visitors, shall have the right throughout the term of this Lease to use, in common with others entitled to similar use thereof, the normal and customary interior common areas of the building of which the Leased Premises are a part, including all hallways, stairways and doorways for ingress to and egress from the Leased Premises, and the exterior common areas to the total premises, parking spaces as may be designated or assigned by Landlord from time to time, streets, service drives, and sidewalks for ingress to and egress from the demised premises and public streets and highways, and Landlord shall arrange and adequately maintain said interior common areas in good and usable condition throughout the term of this Lease except those areas located on the second floor of the building.

The Landlord shall adequately maintain in good and usable condition during normal business hours throughout the term of this Lease all exterior common areas of the total premises, and accordingly shall be responsible for snow removal and maintenance of the parking areas on the premises.

NOTICES

The Landlord may serve notices, if any such notices be required, to the Tenant in person, by certified mail addressed to the Tenant at the premises' address or by posting on any entrance door to the Premises. The Tenant must provide any notice described in this Agreement in writing and by hand delivery to Town of Haymarket at Haymarket Town Hall with a receipt signed by the Town's Clerk's Office, 14710 Washington Street, Haymarket, Virginia; or to such other place as the Landlord may designate in writing.

MISREPRESENTATIONS

The Tenant has made certain representations to the Landlord regarding credit history, rental history, financial affairs and other relevant information in order to induce the Landlord to rent the premises to Tenant. This Lease Agreement has been entered into by Landlord in reliance on this information. In the event any of that information, including but not limited to information about Tenant's agents or employees, is untrue, misleading, or incomplete, Landlord reserves unto itself the right to cancel this Lease Agreement within a reasonable time after discovery by Landlord of such misstatement or omission. In such circumstance, Tenant shall immediately vacate the premises and shall be liable to Landlord for all costs, expenses, and damages that Landlord may suffer directly or indirectly by reason of Tenant's misstatement or omission, including any reasonable attorney's fees incurred by Landlord.

FINAL AGREEMENT

This written Lease Agreement represents the parties' full and complete understanding; there are no other agreements, either written or oral. This agreement may be modified or altered only by a writing signed by both parties.



This Lease Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Landlord, and, where permitted hereby, the assigns of the Tenant.

MODIFICATION AND WAIVER

This Lease Agreement may not be changed except in a writing signed by the Tenant and Landlord. If the Landlord waives any breach of the lease agreement, that waiver shall not waive the covenant or condition breached nor any later breach. If Landlord accepts any overdue payment, that shall not be a waiver of any breach by Tenant other than Tenant's failure to pay that much of the payment accepted and any such payment shall be received with full reservation of all rights by the Landlord.

NO JOINT VENTURE OR 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 to create any other relationship between the parties hereto other than that of Landlord or Tenant.

COUNTERPARTS

This Lease Agreement may be executed in counterparts including facsimile or e-mail counterparts containing facsimile or e-mail signatures. Once such counterparts are executed by all parties hereto, all such counterparts shall be collectively considered and have the legal force of an original agreement properly executed by all parties.

A handwritten signature in black ink, appearing to be a stylized name, located in the bottom right corner of the page.

Witness the following signatures and seals:

Executed this 25th day of August, 2010.

TENANT:

[Signature] 10/23/10
GERRY KENNEDY, individually

ATTIVA CORPORATION, INC.

By: [Signature] 10/23/10
Authorized Officer

Tax ID# for both furnished on a separate document.

LANDLORD:
TOWN OF HAYMARKET

By: [Signature]
Pamela E. Stutz, Mayor

Attest: [Signature], 8/30/2010
Clerk

APPROVED AS TO FORM:

Town Attorney

[Handwritten mark]

COMMERCIAL LEASE ADDENDUM

This Commercial Lease Addendum made and entered into this 6th day of December, 2011, by and between the TOWN OF HAYMARKET, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, herein called "Landlord" and GERRY KENNEDY and ATTIVA CORPORATION, INC., dba HAYMARKET PROFESSIONAL SERVICES, jointly and severally, herein called "Tenant".

WITNESSETH:

RECITALS:

- a. The undersigned parties entered into a Commercial Lease dated August 17, 2010.
- b. Certain disagreements and disputes have arisen between the Landlord and Tenant, and the parties have resolved all differences and outstanding issues as of the date hereof as set forth hereinbelow.
- c. The parties wish to memorialize their agreement as to the resolution all issues and to clarify and modify certain terms of their Commercial Lease, so as to avoid any misunderstandings or disputes in the future.
- d. As a condition precedent to this Commercial Lease Addendum's acceptance by the Town, and its operation, and these modifications becoming effective, Attiva Corporation, Inc. and/or Gerry Kennedy shall pay unto the Town the sum of \$12,768.95 representing an agreed and compromised amount of rent, late charges and interest due the Landlord for rent, late charges and interest through November 30, 2011, and further to pay the sum of \$3,646.36 in compromise of a contested invoice of \$4,146.32 for certain

sums claimed by the Town as a result of Attiva Corporation's activities relating to Spend the Day in Haymarket. The parties understanding and agreement is that if such sums are not received by the Town in good and sufficient funds, subject to the clearing of any check, on or before 4:30 p.m. on December 6, 2011, time being of the essence, this offer of compromise and settlement, as offered by the Town and as represented by the above amounts shall be withdrawn and each party shall be entitled to all their rights and defenses and all other matters under and relating to the Commercial Lease and their relations for Spend the Day in Haymarket and nothing contained herein shall constitute an admission on behalf of either such party.

e. If such payments are made by 4:30 p.m. on December 6, 2011, time being of the essence, then the parties hereby forever release and discharge each other for any rent, late charges or interest due or accruing on or before November 30, 2011, without prejudice as to any rent, late charges, interest or other charges due thereafter.

PROVIDED, that the above sums are paid to and received by the Town on or before 4:30 p.m. on December 6, 2011, the Commercial Lease among the parties shall be hereby clarified and modified as follows:

1. The foregoing recitals are hereby incorporated by reference.
2. The parties agree that the late fee of 5% of any payment due shall not accrue or be due unless and until any monthly rent payment for any month is not received by the Town by 4:30 p.m. on the 12th of any month; therefore, such late charge shall accrue and be due as of the 13th of each month.
3. The parties agree that the interest at the rate specified in the Commercial Lease shall not accrue or be due unless and until any monthly rent payment is not received by



the Town by 4:30 p.m. on the 15th of any month; therefore, such interest shall accrue and be due as of the 16th of each month.

4. The initial term of the Commercial Lease shall be for a period ending on September 30, 2015. There shall continue to be two option terms of two and one-half years each, provided the Tenant is not in default, and Tenant shall give Landlord 60 days prior written notice of the intention to exercise each successive option term as is set forth in the Commercial Lease. This paragraph only clarifies the ending date of the initial five year term.

5. The Tenant, being Gerry Kennedy and Attiva Corporation, Inc. dba Haymarket Professional Services, jointly and severally, hereby acknowledge and re-affirm the late charges and interest which shall be due if any rent payment is not received by the Town on the dates set forth herein above., excepting only the late charges and interest charges, if any, for the December 2011 rent, which if not paid shall accrue a late charge on December the 11th, 2011 and interest beginning on a like date.

6. Any future dispute or disagreement among the parties shall in no way operate to lessen or mitigate the Tenant's joint and several responsibilities to pay any and all such late charges and interest.

7. Except as expressly modified herein, the provisions of the Commercial Lease dated August 17, 2010 are hereby re-affirmed and re-adopted by the parties hereto and shall remain in full force and effect.

8. This Addendum may be executed in counterparts including facsimile or e-mail counterparts containing facsimile or e-mail signatures. Once such counterparts are

executed by all parties hereto, all such counterparts shall be collectively considered and have the legal force of an original agreement properly executed by all parties. Time is of the essence as to all the provisions hereof and all provisions of the Commercial Lease.

WITNESS the following signatures and seals this 6th day of December, 2011.

TENANT:


GERRY KENNEDY, individually 12/6/11

ATTIVA CORPORATION, INC.

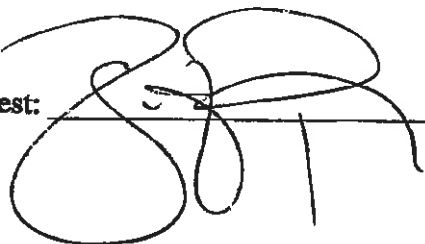
By: 
Authorized Officer 12/6/11

Tax ID# for both furnished on a separate document.

LANDLORD:

TOWN OF HAYMARKET

By: 
Pamela E. Stutz, Mayor

Attest:  CLERK



Clerk

APPROVED AS TO FORM ONLY:



Town Attorney