22. Surrender and Holding Over. Lessee upon expiration or termination of this Lease, either by lapse of time or otherwise, agrees peaceable to surrender to Landlord the Demised Premises in orderly and broom clean condition as set forth herein. In the event that Lessee shall fail to surrender the Demised Premises upon written demand, Landlord, in addition to all other remedies available to it hereunder, shall have the right to receive, as liquidated damages for all the time Lessee shall so retain possession of the Demised Premises or any part thereof, a rent amount equal to twice the total Base Rent specified in Paragraph 4 of this Lease, as applied to such period, plus all other costs and expenses such as Taxes, Utilities Expenses and Insurance Costs. If Lessee remains in possession of the Demised Premises with Landlord's consent but without a new lease reduced to writing and duly executed, Lessee shall be deemed to be occupying the Demised Premises as a tenant from month to month, subject to all of the covenants, conditions and agreements of this Lease.

23. Condemnation/Eminent Domain.

(a) If any portion of the Demised Premises or occupancy thereof shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "condemned" or "condemnation") such that Lessee's conduct of its business is impaired in a manner such that Lessee is unable to operate its business in a commercially reasonable manner (such determination to be made by an independent accounting firm selected by Lessee which is not the regular accountant of Lessee), then the Lease may be terminated by Lessee. In the event that such taking or condemnation does not result in a termination of the Lease, but partially reduces Lessee's business operation, then in that event, the rental payment for the Premises shall be equitably adjusted in a manner proportionate to the impairment caused by the condemnation. Notwithstanding anything in this Section 23 to the contrary, in the event (i) more than fifty (50) percent of the parking area available to the property is condemned, Landlord shall make reasonable substitute parking facilities available, and if Landlord fails to do so, then *Landlord shall not be in default, however, *Tenant shall have the right to terminate this Lease by written notice to Landlord within sixty (60) days of such taking.

(b) Beginning on the Lease Commencement Date and continuing until the seventh (7th) anniversary of the Lease Commencement Date, any award, damages and other compensation paid by such authority on account of such condemnation which results in termination of this Lease pursuant to 23(a), shall be distributed first to Landlord in an amount not less than Landlord's unadjusted basis in the property, then to Lessee in an amount sufficient to repay the Capital Accounts of Lessee's partners. Any residual monies shall belong to Landlord. Commencing on the seventh (7th) anniversary of the Lease Commencement Date and continuing through the expiration of the lease, and in all other instances of condemnation, all awards, damages and other compensation paid by such authority or accountant of such condemnation shall belong to Landlord, and Lessee assigns to Landlord all rights to such awards, damages and compensation. Lessee shall not make any claim against Landlord or the authority for any portion of such award, damages or compensation attributable to damage to the Demised Premises, value of the unexpired portion of the Lease Term, loss of profits or goodwill, leasehold improvements or severance damages as a result of such condemnation. Nothing contained herein, however, shall prevent Lessee from pursuing a separate claim against the condemning authority for the value of furnishings, Equipment, Trade Fixtures and Renovations installed in the Demised Premises at Lessee's expense (only to the extent Lessee has actually paid for such furnishings, Equipment, Trade Fixtures and Renovations) and for relocation expenses, provided that such claim shall in no way diminish the award, damages or compensation payable to Landlord in connection with such condemnation.

24. Notices. Whenever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall not be deemed to have been duly given or served unless in writing and either personally delivered or forwarded by registered or certified mail, postage prepaid, or by federal express or other nationally recognized air carrier, addressed as follows:

LANDLORD: Reston Property Investors Limited Partnership
1410 Springhill Road, Suite 175
McLean, Virginia 22102
Attn: Mr. Theodore J. Georgelas

LESSEE: Reston Ice Forum L.P.
c/o Hockey Plus
9495-B Silver King Court
Fairfax, Virginia 22031
Attn: Brian Steward

LENDER:
(if applicable) Signet Bank
1130 Connecticut Avenue, N.W., 12th Floor
Washington, D.C. 20036
Attn: Robert Sullivan, Vice President

Such addresses may be changed from time to time by the parties by serving notice as provided above. Copies of any such notice shall also be mailed, respectively, to:

COUNSEL FOR
LANDLORD: Marc E. Bettius, Esquire
Miles & Stockbridge P.C.
11350 Random Hills Road, Suite 500
Fairfax, Virginia 22030

COUNSEL FOR
LESSEE: Raymond J. Stewart
Anderson, Hibey & Blair
1708 New Hampshire Avenue, N.W.
Washington, D.C. 20009

25. Scope and Interpretation of the Agreement. This Lease shall be considered to contain the entire agreement between the parties hereto pertaining to the Demised Premises and all negotiations and all agreements acceptable to both parties are included herein. The laws of the Commonwealth of Virginia shall govern the validity, interpretation, performance and enforcement of this Lease.

26. Force Majeure. In the event that Landlord or Lessee shall be delayed, or hindered, or prevented from the performance of any act required hereunder, by reason of governmental restrictions, scarcity of labor or materials, or for other reasons beyond its control, the performance of such act shall be extended for the period of delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

27. Estoppel Certificate. Landlord may request, an estoppel certificate from Lessee; Lessee agrees to promptly execute and deliver in recordable form any reasonable certificate furnished to it certifying and stating (if such be the case) that (i) this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications); (ii) the dates to which the Rentals and any other charges due hereunder have been paid by Lessee; (iii) whether or not, to the best knowledge of Lessee, Landlord is in default in the performance of any covenant or condition contained in this Lease, and if so, detailing the nature of such default; (iv) the address to which notices to Lessee should be sent; (v) there are no defenses or offsets to the Lease claimed by Lessee; and (vi) any other information of which Lessee is knowledgeable, as may be reasonably required by Landlord. Any such statement delivered

by Lessee pursuant hereto may be relied upon by any owner of the Property, any prospective purchaser of the Property, any holder of a deed of trust or mortgage or prospective holder of a deed of trust or mortgage on the Property or on Landlord's interest therein, or any prospective assignee of any such deed of trust or mortgage. Lessee acknowledges that time is of the essence for the delivery of such statements.

28. Events of Default. The occurrence of any of the following shall constitute an Event of Default hereunder:

(a) The filing of a petition by Lessee or the involuntary filing of a petition for adjudication of the Lessee as a bankrupt or insolvent, or for its reorganization under Chapter 11 of the Bankruptcy Act, or for the appointment of a receiver or trustee of Lessee or Lessee's property; the filing of such petition against Lessee, which is not dismissed or discharged within sixty (60) days; any assignment by Lessee for the benefit of creditors; or the taking possession of the property of Lessee by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Lessee or any other execution, levy, attachment or other process of law upon Lessee's interest in the leasehold estate, or any part thereof.

(b) Any failure by Lessee to pay on the due date the Rental, additional rent or any other monetary sums required to be paid hereunder, and such non-payment shall not be cured within five (5) days after receipt of written notice from Landlord.

(c) Lessee's violation of Paragraph 15(c) and its failure, within one (1) month after such violation, to cure such violation or to provide such insurance.

(d) Landlord's or Lessee's failure to perform or observe any other non-monetary covenant, condition or agreement of this Lease within thirty (30) days after delivery of written notice and demand, provided, that, if such failure is of such a character as not to permit compliance within thirty (30) days, then Landlord's or Lessee's (if applicable) failure to proceed diligently and immediately upon receipt of notice to commence the cure of such failure, and thereafter to diligently complete such cure with all reasonable dispatch, shall constitute an Event of Default.

29. Landlord' Remedies. Upon the occurrence of an Event of Default by Lessee hereunder, Landlord shall have and may exercise any or all of the rights and remedies afforded a landlord under Virginia law relating to commercial leasing and Lessee shall be responsible for all costs (including reasonable attorney's fees and related expenses) of exercising such rights and remedies. Landlord may, but shall not be obliged to, obtain possession of the Demised Premises by unlawful detainer or other judicial proceeding which it may, in its sole discretion, institute for such purpose. Landlord's obtaining of possession of the Demised Premises, either with or without judicial proceedings for that purpose, shall not, of itself, terminate this Lease.

With or without terminating this lease, Landlord shall use its reasonable efforts to re-lease the Demised Premises to another satisfactory person or entity for a term within or beyond the Term of this Lease, and Lessee shall be liable for any loss in rent for the balance of the Lease together with any expenses or costs incurred by Landlord in re-renting the Demised Premises or a portion thereof such as the payment of commissions, the making of alterations or otherwise.

30. Further Remedies. It is further agreed that in the event of a breach or threatened breach by either party of any of the covenants, conditions or agreements hereof, the other party shall have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or in equity whether or not other remedies, indemnity or reimbursements

are herein provided. It is further agreed that the various rights and remedies, powers, options and elections of the parties reserved, expressed or contained in this Lease are distinct, separate and cumulative and no one of them shall be deemed to be exclusive of the other rights, remedies, powers or options as are provided herein, or are now or may hereafter be conferred upon them by statute or by state law.

31. Partial Payments. No payment by Lessee or receipt of a lesser amount then the Rental and other sums herein required shall be deemed to be other than an account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rental be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rental and other sums required herein or pursue any other remedy provided in this Lease or under law or equity. Any actions brought by Landlord to enforce any of its rights for the collection of Rental or other charges required herein shall not be deemed to exhaust Landlord's powers to exercise such rights. Such action may be brought from time to time, and as often as any Rental or other costs and charges required hereunder shall be due and owing and in arrears, and such power may be exercised after the extension or renewal of this Lease.

32. Severability. It is agreed that if any provision of this Lease shall be determined to be void by a court of competent jurisdiction, then such determination shall not affect any other provisions of this Lease, all of which other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Lease is capable of two (2) constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

33. Costs and Attorneys Fees. Lessee agrees to pay all expenses incurred in collecting the Rental and other costs and charges reserved herein or in recovering possession of the Demised Premises by Landlord, including reasonable attorney's fees and costs. Landlord agrees to pay all expenses incurred by Lessee in enforcing any of the Landlord's obligations under this Lease, including reasonable attorney's fees, in the event Lessee prevails and all appeals are exhausted.

34. Captions. Any heading preceding the text of the Paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they effect its meaning, construction or effect.

35. Time is of the Essence. Time is of the essence in the performance of all provisions of this Lease.

36. Applicable Law. This Lease shall be construed in accordance with the laws of or applicable to the Commonwealth of Virginia.

37. Multiple Counterparts. This Lease may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original; however, all such counterparts together shall only constitute one and the same agreement.

38. Confirmatory Documents. Each party agrees to promptly execute, acknowledge and deliver to the other party such documents as shall be reasonably requisite to ensure to the other party the rights and benefits to which it is entitled under this Lease and which are approved by such party.

39. Non-Compete. Landlord and its general partners agree that so long as this Lease is in full force and effect they will not in a seventy-five (75) mile radius from the Demised Premises operate an ice rink facility in competition with

Lessee, provided, however, that nothing herein limit the right of Landlord or the general partners thereof to operate other businesses both within the building containing the Demised Premises and elsewhere wherever located.

40. Landlord's Lien. Landlord shall have and Lessee hereby grants to Landlord a continuing security interest for all Rental and other sums becoming due hereunder from Lessee, upon all goods, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Lessee identified as Trade Fixtures on Exhibit B attached hereto situated on or within the Demised Premises subject to this Lease and such property shall not be removed therefrom without the consent of Landlord until all arrearages in Rental as well as any and all other sums then due to Landlord hereunder shall first have been paid and discharged. Products of the collateral listed above are also covered. Any lien of Landlord, whether pursuant to this provision, by statute or at law, is hereby agreed to be subordinate to any (i) equipment lease under which Lessee leases equipment from a third party lessor, (ii) any lien or right of a person who has sold or consigned goods, equipment, fixtures, furniture, inventory or other personal property to Lessee, or (iii) any lien of a lender who provides working capital financing to Lessee. Upon the request of Lessee, Landlord agrees to execute a subordination agreement reasonably satisfactory to any party described above. Upon the occurrence of an Event of Default under this Lease, Landlord shall have, in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation the right to sell the property described in this Section at public or private sale upon thirty (30) days notice to Lessee. Lessee hereby agrees to execute such other instruments necessary or desirable in Landlord's discretion to perfect the security interests hereby granted. Landlord and Lessee agree that this Lease and Security Agreement serves as a financing statement and that a copy of photographic or other reproduction of this portion of the Lease may be filed of record by Landlord and have the same force and effect as the original. This Security Agreement and Financing Statement also covers those Trade Fixtures which have become affixed to the Demised Premises and may be filed for record in the land records. The record owner of the Property is Landlord. Lessee hereby warrants and represents that the collateral subject to the security interest granted by this Paragraph is not purchased or used by Lessee for personal, family or household purposes. Except as provided herein, Landlord waives any additional statutory lien for Rental in Landlord's favor.

41. Commissions. Each party hereto represents and warrants to the other that, in connection with the leasing of the Demised Premises hereunder, the party so representing and warranting has not dealt with any real estate broker, agent or finder and there is no other commission, charge or other compensation due on account thereof. Each party hereto shall indemnify and hold harmless the other against and from any inaccuracy in such party's representation.

42. Purchase Option. Any time commencing on the seventh (7th) anniversary of the Lease Commencement Date through the tenth (10th) anniversary of the Lease Commencement Date, the Lessee shall have the option to purchase the land and building from the Landlord at a price of one hundred percent (100%) of the Fair Market Value of the highest and best use of the property, but not less than the greater of (i) the value of Landlord's basis in the property, or (ii) the amount of mortgage debt on the property. Lessee shall give to Landlord sixty (60) days written notice of Lessee's intention to begin the appraisal process. Landlord shall designate an appraiser by written notice to Lessee within forty-five (45) days of receipt of Lessee's notice. Within fifteen (15) days thereafter, Lessee shall, by written notice to Landlord, designate a second appraiser. If the Lessee does not so designate a second appraiser within such fifteen (15) day period, the appraiser appointed by the