(4) Landlord covenants to furnish to Lessee, within twenty (20) days after Landlord's receipt of Lessee's written request therefor, official receipts of the appropriate taxing authority of Taxes, if such receipts are then available to Landlord. If Lessee, at its option, pays taxes directly to a taxing authority, Lessee shall furnish evidence thereof to Landlord.

(5) After each payment of Taxes by Lessee to Landlord, Lessee, at Lessee's expense, shall have the right, within one (1) year after the date of its written notice to Landlord, during normal business hours at Landlord's office, to audit the books and records of Landlord relating to Landlord's payment of Taxes. In the event such audit shows that Landlord received any refunds for Taxes paid by Landlord for which Lessee has reimbursed Landlord, Landlord shall pay to Lessee the amount of such refund. In addition, Lessee, at Lessee's sole cost and expense shall have the right to contest or appeal to Fairfax County any assessment for Taxes paid by Landlord, and Landlord agrees to cooperate with Lessee if Lessee elects to pursue such appeal, provided that Lessee's right to appeal its assessment for Taxes shall not relieve Lessee of its obligation to make timely payments of Taxes as required herein. Any refund of taxes paid to the taxing authority for which Lessee has reimbursed Landlord, shall be immediately turned over to Lessee upon receipt of refund from the County of Fairfax.

(c) Insurance Costs. (1) Lessee shall, beginning on the Lease Execution Date and continuing thereafter during the entire term of this Lease including any exercised extensions, pay to Landlord all amounts to be paid by Landlord for Insurance Costs. For the purposes of this Lease "Insurance Costs" shall mean all costs incurred by Landlord as a result of Landlord's obligation with respect to obtaining and maintaining casualty insurance as set forth in Paragraph 15(d) herein during the Lease Term and any exercised extensions.

(2) Within ten (10) days after Landlord's receipt of a bill or invoice for Insurance Costs from the insurance carrier, Landlord shall furnish Lessee a copy of the bill or invoice for the Insurance Costs. After receiving a copy of the bill or invoice for the Insurance Costs, Lessee shall make payment in full of the Insurance Costs to Landlord at least twenty (20) days before the Insurance Costs are due and payable.

(3) In the event that Lessee shall fail to pay any Insurance Costs pursuant to this Paragraph 7(c), after the same shall become due and payable, and such failure shall continue for five (5) days after written notice to Lessee by Landlord, Landlord shall have the right, at its option, to pay the Insurance Costs with all interest and penalties thereon, and the amount so paid, with interest thereon from the date of such payment at the rate of ten percent (10%) per annum, shall be deemed to be additional rent hereunder and shall be due and payable by Lessee on the first day of the month following the month in which payment by Landlord was made.

8. Repairs.

(a) Except as provided in this Lease with respect to condemnation and damages caused by casualty, Landlord agrees to keep the roof of the Demised Premises in proper repair and shall commence repairs within seven (7) days of receipt of notice from Lessee of the need for structural repairs and shall diligently pursue to completion such repairs to the Demised Premises consisting of the exterior walls, load bearing elements and foundations, and exterior underground water and sewer pipes to the Demised Premises (caused by structural defects but excluding ordinary stoppage or repairs which are the responsibility of any government agency or utility company) (the "Structural Components" or "Structural Component"),

provided that in each case Lessee shall have given Landlord prior written notice of the necessity of such Structural Component repairs, and provided further that such repair or damage is not due to or not resulting from any Gross Negligence or Wilful Misconduct of Lessee, its agents, employees or invitees. Landlord shall accomplish all such repairs, alterations, replacements and modifications expeditiously and by using materials and labor of a kind and quality equal to the original work. Temporary closings by Landlord of parking, walking and driveway areas for repairs, changes or other reasonable undertakings shall be permitted, without any deduction or offset of Rental or liability to Landlord. Landlord shall use best efforts to minimize interference with Lessee's use, access and enjoyment of the Demised Premises. Additionally, Landlord shall paint certain visible portions of the exterior building siding, shall repair the drip edge, and shall ensure that the building landscaping is trimmed and all lawn areas are mowed prior to the commencement of the Basic Term.

(b) Except for Structural Component repairs which are the responsibility of Landlord under this Lease, and except as provided in this Lease with respect to condemnation and damages caused by casualty, Lessee shall keep the Demised Premises, including but not limited to the interior walls, non-structural components of the Demised Premises and all building systems, electrical, plumbing, heating, air-conditioning, sprinkler systems and other mechanical and hydraulic installations as presently existing or later installed and actually located therein, lighting fixtures and interiors wiring extending to and including the main circuit breaker panels, and the normal up-keep and replacement of the floor surfacings or coverings, and all doors, and any and all plate glass and door and window glass (collectively the "Building Systems") in good order, accomplishing any and all repairs, alterations, replacements and modifications and using materials and labor of a kind and quality equal to the original work, and will surrender the Demised Premises at the expiration or earlier termination of the Lease, in as good condition as when received excepting only deterioration caused by ordinary wear and tear. Lessee maintenance obligations hereunder shall not include repairs or replacements directly resulting from the gross negligence or wilful misconduct of Landlord, its employees, agents, or contractor employees. The cost of any repairs or replacements to the Building Systems presently existing or later installed and actually located in the Demised Premises shall be borne by the Lessee during the term hereof. Notwithstanding anything herein contained to the contrary, Landlord warrants for a period of twelve (12) months from the Rent Commencement Date to replace or repair any defective component of the existing Building Systems not covered by any separate warranty as part of the new renovations to the building and will commence repairs within seven (7) days of receipt of written notice from Lessee, and will diligently pursue such repairs to completion.

(c) Maintenance of the trees, shrubbery, and grass areas, and snow removal on the Property shall be the responsibility of the Lessee. Except as may be otherwise provided herein, Landlord shall have no obligation to repair, maintain, later replace or modify the Demised Premises or any part thereof, or any Building Systems located therein, including any plate glass or door or window glass.

(d) During the Lease Term, Lessee shall enter into a maintenance contract(s) with a maintenance company(ies) or contractor(s) reasonably acceptable to Landlord for the maintenance, repair and up-keep of the HVAC Systems within the Demised Premises. Lessee or Lessee's maintenance company(ies) or contractor(s) shall provide Landlord reports on the maintenance repair and up-keep of the HVAC System upon Landlord's reasonable written request.

9. Lessee's Right to Make Alterations.

(a) With respect to alterations and renovations herein provided for, Lessee covenants and agrees that it will at all times maintain the premises free of any liens or clouds upon title which may result from claims by third parties with respect to Lessee's use and occupancy of the premises. At any time after the perfecting of any such lien or cloud upon title Lessee will take all appropriate steps and effect all necessary means to immediately release, suspend or ameliorate such lien or claim available pursuant to the laws of the Commonwealth of Virginia. By way of example, but not limitation, Lessee shall take such appropriate actions as are provided for under Section 43-67 et. seq. of the Code of Virginia, 1950 as amended, as said section is now in full force and effect and may hereafter be amended. Except as provided in Paragraphs 9(b) and 9(c) below and as shown on Exhibit A-2 as they may be revised in construction, Lessee covenants and agrees that it shall not make any alterations, improvements, renovations or additions (the "Alterations") to the Demised Premises during the Term of this Lease or any extensions thereof nor shall Lessee cut or drill into, or secure any fixture, apparatus or equipment of any kind (the "Equipment") to any part of the Demised Premises without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. Except as provided herein, Landlord shall notify Lessee at the time it approves any Alterations or the installation of any Equipment by Lessee which such Alterations or pieces of Equipment shall remain a part of the Demised Premises at the expiration or earlier termination of this Lease and become the property of Landlord, and which Alterations or pieces of Equipment shall be removed by Lessee, at its sole expense. If Lessee is required by Landlord to remove such Alterations, and/or Equipment, Lessee shall restore the Demised Premises to the same order and condition in which it was at the commencement to this Lease, ordinary wear and tear excepted.

(b) Provided that Lessee is not in a material Event of Default hereunder, Lessee shall have the right from time to time and at any time, without Landlord's consent, to perform the following Alternations within the Demised Premises: (i) install, remove and relocate nonstructural partitioning, (ii) paint and install wall coverings, (iii) relocate electrical outlets, (iv) install and remove work stations, (v) install and remove Lessee's Equipment owned or leased by Lessee and perform cable pulls in connection there with (vi) install and remove carpeting and other floor coverings, and (vii) such other nonstructural Alterations as Lessee deems reasonably necessary; provided, however, that the anticipated cost of any single nonstructural Alterations shall not exceed Fifty Thousand Dollars ($50,000) and shall not materially and adversely affect the Demised Premises' base building structure. Any and all Alterations to and Equipment installed in, or upon, the Demised Premises without the written consent of Landlord in accordance with this Paragraph 9(b) shall, unless Landlord elects otherwise, become the property of Landlord without payment therefore by Landlord and shall remain upon the Demised Premises and be surrendered with the Demised Premises at the expiration or earlier termination of this Lease (including any exercised Option Term). Should Landlord elect that all Alterations (excluding Alterations identified in (ii) and (vi) above) made by Lessee and/or Equipment installed by Lessee without Landlord's written consent be removed from the Demised Premises upon the expiration or termination of this Lease, Landlord shall notify Lessee of its election in writing and Lessee hereby agrees to cause the same to be removed at Lessee's sole cost and expense and to restore the Demised Premises to its original condition, ordinary wear and tear acceptable on or before the expiration or termination of this Lease. Notwithstanding the foregoing, Landlord agrees that Lessee may construct and operate a restaurant in the Demised Premises provided such construction is

at Lessee's sole expense and that Landlord shall have the right to review and approve plans for the restaurant prior to construction.

(c) Provided that a material uncured Event of Default by Lessee is not existing hereunder, Landlord agrees that the items identified on Exhibit B attached hereto (the "Trade Fixtures") may be removed by Lessee upon the expiration of this Lease or earlier termination of the Lease in accordance with the terms of Paragraph 17(a) herein.

(d) Prior to commencing construction on any Alternation and/or installation of any Equipment and Trade Fixtures consented to by Landlord or installed or constructed pursuant to Paragraph 9(b), Lessee agrees to obtain and deliver to Landlord written and unconditional waivers of mechanic's liens and materialman's liens upon the Property for all work, labor and services to be performed, and materials to be furnished in connection with such work, signed by all contractors, subcontractors, materialmen and laborers to become involved in such work. If, notwithstanding the forgoing, any mechanic's or materialmen's lien is filed against the Property for work claimed to have been done or for materials claimed to have been furnished to Lessee, such lien shall be discharged by Lessee in accordance with Paragraph 10(g) herein.

(e) Any and all Alterations and the installation of all Equipment and Trade Fixtures shall be installed or constructed in a good and workmen like manner in accordance with all applicable laws, codes, ordinances and regulations.

(f) Should Lessee fail to remove such Alterations, Trade Fixtures and/or Equipment or fail to restore the Demised Premises as required herein, Landlord may do so, collecting, at Landlord's option, the cost and expense thereof from Lessee as additional rent upon demand. Lessee shall defend, indemnify and hold Landlord harmless from and against any and all expenses, liens, claims or damages to either property or person which may or might arise by reason of the making of any such Alterations and/or installations of such Equipment or Trade Fixtures, unless caused by the gross negligence or willful misconduct of Landlord.

10. Affirmative Covenants of Lessee. Lessee agrees:

(a) To give to Landlord prompt written notice of any (i) accident for which Lessee has filled out an accident form (on a monthly basis), (ii) fire, or (iii) material damage of which Lessee has knowledge and for which Lessee has or should have reported to its insurance carrier occurring on or to the Demised Premises.

(b) To keep all garbage and refuse in the proper containers and to place the same outside of the Reston Ice Forum Building in the proper location prepared for collection in the manner specified and in accordance with municipal or county regulations.

(c) To keep the Demised Premises sufficiently heated to prevent freezing of water in pipes and fixtures.

(d) To keep the Demised Premises reasonably dry, clean, orderly, sanitary and free from rubbish or other obstructions.

(e) To refrain from and prohibit within the Demised Premises the sale of alcoholic beverages, except with proper permits or licenses (Landlord agrees to support any efforts by Lessee to procure or maintain such permits or licenses).

(f) To defend, indemnify and hold Landlord harmless from penalties, fines, costs, expenses or damages incurred by Landlord and resulting from Lessee's failure to comply with any and all requirements of any of the duly constituted

public authorities and with the terms of any state or federal statute or local ordinance or regulation applicable to Lessee or its use of the Demised Premises.

(g) That Lessee shall not suffer or permit any liens to stand against the Demised Premises or the Property or any part thereof by reason of any work, labor, services or materials done for, or supplied to, or claimed to have been done for, or supplied to, Lessee or anyone holding the Demised Premises or any part thereof. If any such lien shall at any time be filed against the Demised Premises or the Property, Lessee shall cause the same to be discharged of record within thirty (30) days after receipt of written notice by Lessee of such filing, by either payment, deposit or bond. If Lessee shall fail to discharge any such lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, procure the discharge of the same either by paying the amount claimed to be due, by deposit in court, or by bonding and/or Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment, if any, in favor of the lienor with interest, costs and allowances. Any amount paid or deposited by Landlord for any of the aforesaid purposes, and all legal and other expenses of Landlord, including attorneys' fees, all necessary disbursements in connection therewith, in defending any such action or in procuring the discharge of such lien, together with interest thereon at the rate of twelve (12%) percent per annum from the date of payment or deposit, shall become due and payable forthwith by Lessee to Landlord as additional rent in accordance with the provisions of this Lease. Landlord agrees to notify Lessee of those amounts paid for or deposited by Landlord pursuant to this Paragraph.

(h) That Lessee will not do or suffer to be done any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Demised Premises, or any part thereof, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than for ordinary recreational facilities similarly situated. In the event that as a consequence of the activities of or occupancy of Lessee, the Demised Premises shall be rated as a more hazardous risk than ordinary recreational facilities of similar character in Northern Virginia, then Lessee agrees to pay to Landlord as additional rent, upon demand, any and all increases of premiums on insurance carried by Landlord on the Demised premises, or any part thereof or cease the identified activity and reimburse to Landlord on demand as additional rent any insurance costs incurred by Landlord as a result of the activity.

11. Representations and Warranties of Landlord.

(a) Landlord represents and warrants to the Lessee that it is rightfully in possession of the Demised Premises and has and shall have the right to lease the Demised Premises during the entire term of this Lease, including any exercised renewals and provided no Event of Default exists and is continuing, Lessee shall, during the Lease Term, peaceably and quietly occupy and enjoy the full possession of the Demised Premises and all rights under this Lease without hinderance by Landlord or anyone claiming by or through Landlord.

(b) Landlord represents that it has no actual knowledge that the Demised Premises and the Property contain any asbestos or any hazardous waste, toxic substances, hazardous substances or hazardous materials as those terms are used in Paragraph 2(c) herein. Landlord further agrees not to bring or cause to be brought into the Demised Premises any asbestos or any hazardous waste, toxic substances, hazardous substances or hazardous materials as those terms are defined

herein. Landlord agrees to indemnify and hold harmless Lessee from any loss or damage suffered by Lessee as a result of the inaccuracy of this clause 11(b) or Landlord's breach of this clause 11(b).

12. Signs. Lessee may affix any sign, advertisement or other lettering on any part of the outside or inside the Demised Premises without obtaining Landlord's written approval thereof; provided that Lessee shall maintain such sign, lettering, etc., in good condition and repair at all times and in conformance with all Fairfax County or Virginia codes, ordinances and regulations and shall pay for the cost of removal should the same be required to be removed or altered.

13. Rights of Landlord. Landlord reserves the following rights with respect to the Demised Premises:

(a) At all reasonable times (provided Landlord uses its best efforts to minimize interference with Lessee's use, access and enjoyment of the Demised Premises) and during any emergency, by itself or its duly authorized agents, to go upon and inspect the Demised Premises and every part thereof, and at its option make any reasonable necessary repairs, alterations and additions to the Demised Premises which Landlord is obligated or has the right to repair under the Lease. Landlord shall have the right, but not the obligation to make any repairs to the Demised Premises which Lessee has failed to repair or which Lessee has improperly repaired, provided Landlord furnished Lessee written notice of the repair and Lessee has failed to initiate and diligently pursue the proper repairs within thirty (30) days after receipt of notice. Lessee shall be responsible for and pay, as additional rent, on demand the reasonable cost of any such repair which Landlord makes to the Demised Premises as a result of Lessee's failure to make such repairs as required under Paragraph 8.

(b) To display a "For Rent" or "For Sale" sign the last six (6) months of the Lease Term or Option Term, or after written notice from either party terminating this Lease. Prospective tenants authorized by Landlord may inspect the Demised Premises at any time during normal business hours.

14. Damage to Premises. If the Demised Premises shall be damaged by the elements or other casualty (other than casualty caused by Lessee's gross negligence or wilful misconduct and/or other than uninsured casualty), Landlord shall repair and restore the Demised Premises (including but not limited to Structural Components and Building Systems) to substantially the same condition they were in prior to such damage or destruction; provided, however, that if in Landlord's reasonable judgment such repair and restoration cannot be completed within nine (9) months after the occurrence of such damage or destruction (taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans and issuance of all required governmental permits), then Landlord shall notify Lessee within forty-five (45) days after the occurrence of such damage or destruction and Lessee shall have the right to terminate this Lease as of the sixtieth (60th) day after such damage or destruction by giving to the other written notice of termination. If this Lease is terminated pursuant to this Paragraph, then Rental shall be apportioned (based on the portion of the Demised Premises which is usable after such damage or destruction) and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Demised Premises are substantially complete, Lessee shall be required to pay the Rental only for the portion of the Demised Premises that is usable or that portion of the Demised Premises which Lessee is not prohibited from using by any governing authority have jurisdiction while such repair and restoration are being made; provided, however, that if such damage or destruction was caused by the gross negligence or wilful misconduct of Lessee, its agents, employees, independent contractors or other invitees therein, then Lessee shall not be entitled to any such Rental reduction. If this Lease is not terminated as a result of such