



## ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item  
Meeting of July 13, 2010**

**DATE:** July 1, 2010

**SUBJECT:** Approval of a Lease Agreement for the Land and Improvements Located at 2406 Shirlington Road, Arlington, Virginia (RPC # 31035002).

**C. M. RECOMMENDATION:**

1. Approve the attached Lease Agreement (“Lease”) by and between the County Board of Arlington County, Virginia, as Landlord, (“County” or “Landlord”) and the Lucky Seven Food Mart Inc., as Tenant (“Lucky 7” or “Tenant”), for real property and improvements known as 2406 Shirlington Road, Arlington, Virginia (RPC # 31035002) (“Property”).
2. Authorize the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to execute, on behalf of the County Board, the Lease, and all related documents, subject to approval as to form of all documents by the County Attorney.

**ISSUES:** This is a proposed lease related to the possible acquisition of the second of the properties identified by the County for the Nauck Village Center. If the acquisition of the Property is agreed upon by the parties, then entry into attached Lease is part of the contemplated transaction.

**SUMMARY:** The proposed Lease, attached as **Exhibit A**, constitutes part of the agreements relating to the County’s proposed acquisition of the Property. It allows the Lucky 7, the current tenant of the Property, to lease back the Property for three months, for one dollar a month and payment of all operating and maintenance costs, after the County acquires the Property. The Lease term is intended to permit Lucky 7 to continue to operate while building out new space to relocate its business.

**BACKGROUND:** The Property is the second of three properties that consolidated will form the Nauck Village Center, contemplated by the Nauck Village Center Action Plan as a mixed-use, pedestrian friendly town square for Nauck, running north to south along an improved Shirlington Road, just northwest of the intersection of Shirlington Road and 24<sup>th</sup> Road South. See attached Vicinity Maps, labeled **Exhibit B-1 and B-2**.

County Manager: MB

County Attorney: SAAC

Staff: Hank Leavitt

55.

The owner of the Property, Mohammed Wali, currently leases the Property to Lucky 7, which operates a convenience store and a take-out chicken business on the premises.

Legal and Physical Description: The legal description of the Property is as follows:

All that certain piece or parcel of land with all its improvements and appurtenances thereunto belonging, situate, lying and being in Arlington County, Virginia, and being more particularly described as follows:

That parcel known as "first tract" east of the railway and being more particularly described as follows:

Parcel #1: Beginning at a point in the west line of the Glebe Road which is S. 6 degrees 27' E. 148.79 feet from the original northeast corner of Leonard Gray's property; thence with the west line of the said Glebe Road, S. 6 degrees 27' E. 86.21 feet to a point; thence departing from said Glebe Road S. 85 degrees 9' 30" W. 135.19 feet to a point; thence N. 19 degrees 43' 30" W. 89.17 feet to a point; thence N. 85 degrees 9' 30" E. 156.08 feet to the point of beginning and containing 12, 657 square feet, more or less.

Parcel #2: A parcel of land containing 523.26 sq. ft., more or less, designated "Parcel 1" and shown on plat attached to a deed recorded in Deed Book 1631, at page 421 among the land records of Arlington County, Virginia as "Plat - Right of Way Vacated from S. Kenmore Street and Easement Acquired for Shirlington Road at 24th Street."

**DISCUSSION:** As part of the contemplated acquisition of the Property by the County from the Seller, Lucky 7 would agree to terminate its existing lease with the Seller. At settlement, the County would enter into the proposed Lease with Lucky 7, which proposed Lease is for a term of three months, for the sum of one dollar a month. As additional consideration, the Tenant will convey to the County, upon expiration of the term, certain designated equipment and personal property. The Lease term is contemplated to permit Lucky 7 to continue operating its business while building out new space to relocate. During the Lease term, Lucky 7 will be responsible for all maintenance and expenses relating to the Property, the insurance for the contents and business personal property, and the real estate taxes for the Property. Staff is negotiating the final details of the Lease with Lucky 7. Revisions, if any, to Exhibit A will be promptly provided to the Board upon receipt by County staff.

Public Notice: Public notice of the proposed Lease was given in accordance with the Code of Virginia. Notice was placed in the July 5, 2010 issue of the Washington Times for the Recessed County Board Meeting of July 13, 2010.

**FISCAL IMPACT:** None.

**CONCLUSION:** It is recommended that the County Board approve and accept the attached Lease between the County Board, as Landlord, and the Lucky Seven Food Mart Inc., as Tenant for real property and improvements located at 2406 Shirlington Road, Arlington, Virginia (RPC # 31035002) and authorize the Real Estate Bureau Chief, Department of Environmental Services,

or his designee, to execute, on behalf of the County Board, the Lease, and all related documents, subject to approval as to form of all documents by the County Attorney.

## Exhibit A-Lease

### LEASE AGREEMENT

THIS AGREEMENT OF LEASE ("Lease") is made and entered into this \_\_\_\_ day of July, 2010, by and between COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic (hereinafter referred to as "Landlord") and LUCKY SEVEN FOOD MART INC., a Virginia corporation (hereinafter referred to as "Tenant").

#### WITNESSETH:

1. PREMISES, TERM, AND BASIC MONTHLY RENTAL. That for and in consideration of the rent hereinafter reserved and the covenants herein contained and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the Landlord does hereby lease and demise unto the Tenant the real property and improvements thereon known as 2406 Shirlington Road, Arlington, Virginia, 22206, further described in **Exhibit A** attached hereto and further known as the Lucky Seven Food Mart ("Premises"). The term of this Lease shall commence on the 30th day of July, 2010 [OPEN: Must be Settlement Date] ("Commencement Date") and ends on the 31st day of October, 2010 ("Term"), unless terminated sooner as provided for in this Lease. Tenant agrees to pay, to the Landlord, rent in the sum of one dollar (\$1.00) per month for each month of the Term (hereinafter referred to as the "Basic Monthly Rent"), payable in advance on the first (1st) day of each month, at \_\_\_\_\_ or such other place as may be designated in writing. As additional consideration, Tenant shall convey to Landlord certain designated equipment and personalty upon expiration of the Term or other termination of the Lease.

2. RENEWAL, HOLDOVERS AND TERMINATION.

A. RENEWALS. None.

B. HOLDOVERS. None.

3. PERMITTED USE OF PREMISES. Tenant shall use the Premises only as the Lucky 7 Food Mart and only for such use of the Premises existing on the Commencement Date.

4. ADDITIONAL RENT.

A. OPERATING EXPENSES. Unless otherwise required to be paid directly, Tenant covenants and agrees to reimburse the Landlord for, all operating expenses related to the Premises. For the purposes herein, the term "operating expenses" shall mean all costs and expenses necessarily incurred by Landlord or Tenant in connection with the continued ownership, operation, servicing, and maintenance of the Premises and the common grounds pertinent to the Premises, including, but not limited to: all real property taxes, assessments, levies, fees, or other charges related to or charged against the Premises; management fees; payroll taxes; personal property and/or business-related taxes; common area electricity, and all other utility charges; extermination service; detection and security services; premiums for fire and casualty, liability, normal, and customary insurance; building supplies; reasonable attorneys

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fees for work directly related to management and operation of the Premises; service and maintenance contract/s, including contracts for the maintenance of HVAC and other mechanical equipment where applicable;

B. MISCELLANEOUS. Tenant shall pay as additional rent all sums of money or charges required to be paid by Tenant under this Lease, whether or not the same shall be designated "additional rent", and all remedies applicable to the nonpayment of rent shall be applicable thereto. Any additional rent that relates to any delayed performance, any nonperformance, or any default by Tenant, or any act or omission which would, together with notice or lapse of time or both, constitute a default by Tenant, shall be deemed payable on the first day of the month next following such occurrence or nonoccurrence.

### 5. UTILITIES, SERVICES AND TAXES.

A. UTILITIES. Tenant shall pay all charges for all utilities, including gas, electricity, sewer, and water services used with respect to the Premises. If the "metering" system for utilities is not separate for the Premises, Tenant hereby agrees to pay all utilities which are "metered" on "common meters" and bill the other tenants' pro-rata share. In no event shall Landlord be liable for damages or otherwise for an interruption or failure in the supply of any such utility to the Premises.

B. TRASH. Tenant shall provide for trash service, at Tenant's sole cost and expense. Tenant agrees to follow all instructions provided by Landlord for receptacle use. Any trash or refuse left outside of the building upon or adjacent to the Premises may be removed by Landlord, at Landlord's option and without notice, at Tenant's sole expense.

C. TAXES. Tenant shall pay for all taxes related to or arising from the Premises and any businesses therein directly to the taxing authority, including but not limited to, the real estate taxes for the Premises.

6. SECURITY DEPOSIT. The Landlord herewith acknowledges the receipt of Three Thousand Two Hundred Dollars (\$3,200.00) ("Security Deposit") from Mohammed Wali, the Landlord under a prior lease between Wali and Tenant. The Security Deposit shall be retained as security for the faithful performance of all of the covenants, conditions, and agreements of this Lease, but in no event shall the Landlord be obligated to apply the same on rents or other charges in arrears or on damages for the Tenant's failure to perform the said covenants, conditions, and agreements; the Landlord may so apply the security at its option; and the Landlord's right to the possession of the Premises for nonpayment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this security. The said sum, if not applied toward the payment of rent in arrears or toward the payment of damages suffered or expenses incurred by the Landlord by reason of the Tenant's breach of the covenants, conditions, and agreements of this Lease is to be returned to the Tenant when this Lease is terminated, according to these terms, and in no event is the said security to be returned until the Tenant has vacated the Premises and delivered possession to the Landlord. In the event that the Landlord repossesses the Premises because of the Tenant's default or because of the Tenant's failure to carry-out the covenants, conditions, and agreements of this Lease, the Landlord may apply the

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said security to all expenses or damages suffered to the date of said repossession, and may retain the said security to apply on such expenses or damages as may be suffered or shall accrue thereafter by reason of the Tenant's default or breach. The Landlord shall not be obligated to keep the said security in a separate fund, or in any interest earning account, unless required by law to do so, but may mix the said security with Landlord's own funds.

7. USE OF PREMISES. Tenant shall comply with all laws, ordinances, rules and regulations now in effect or that may hereafter be enacted by the Municipal, County, State, or Federal Government, insofar as the same pertain to the conduct of its business in the Premises. Tenant will not use, permit, or suffer to be used, the Premises for any disorderly, hazardous, or unlawful purpose, or for any other purpose than that of sale of food (retail) and carry-out operations and, if approved by the appropriate governmental agency, ABC "off" premises and the sale of Lottery Tickets.

8. PERMITS. Tenant shall obtain, at Tenant's sole cost and expense, any and all permits, licenses, and the like required or necessary to permit Tenant to occupy the Premises for the permitted uses.

9. ASSIGNMENT AND SUBLETTING. Tenant shall not mortgage this Lease or any estate or interest therein. Tenant will not sublet the Premises, or any part thereof, or transfer possession or occupancy thereof, or transfer or assign this Lease, without the prior written consent of Landlord. In the event that Tenant requests Landlord's consent to assign this Lease or to sublet all or a portion of the Premises (which request must be made by Tenant to the Landlord in writing), Landlord shall, upon receipt of a document or agreement formalizing such assignment or sublease, have the option of terminating this Lease, which option shall be exercised by submitting written notice thereof to Tenant within ten (10) days following receipt of such a document. Consent by Landlord to any assignment, transfer, or subletting, shall not be construed as a waiver or release of Tenant from any covenant or obligation under this Lease. Such consent by Landlord shall not be effective unless such transferee, assignee, or sublessee shall deliver to Landlord (i) a written agreement in form and substance satisfactory to Landlord pursuant to which such transferee, assignee, or sublessee assumes all of the obligations and liabilities of Tenant hereunder, and (ii) a certified copy of the assignment agreement or sublease. Any assignment, transfer, or subletting without the Landlord's written consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease. If, during the term of this Lease, any or all of the shares of Tenant's stock or Tenant's partnership interests shall be transferred by sale, assignment, merger, operation or law, or other disposition so as to result in a transfer of more than forty—five percent (45%) of Tenant's stock or partnership interest, such transfer shall be deemed as an assignment and, therefore, prohibited without the express written consent of Landlord. Landlord's consent to an assignment or subletting by Tenant of the whole or any part of the Premises shall not affect Landlord's right to approve or disapprove in advance each and every subsequent assignment or subletting of the whole or any part of the Premises, whether by Tenant or another party, throughout the term of this Lease, and each and every assignment or subletting shall be subject to the terms of this paragraph.

10. PLUMBING AND HEATING. Tenant shall furnish heat, hot water, and air conditioning, if any, at Tenant's own cost and expense, including the costs of purchase and

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installation of such equipment, and the costs of operation, maintenance, repair and replacement. Tenant agrees to keep the plumbing, heating, and air conditioning systems in good order and repair; to make replacements thereto, whether said repairs or replacements be necessitated by ordinary wear and tear or otherwise; to maintain a service contract on the heating and air conditioning systems which provides for periodic inspection and servicing of all said equipment and repairs and replacements thereto, whether said repairs and replacements be necessitated by ordinary wear and tear or otherwise; and to send promptly to the Landlord copies of all quarterly inspections.

11. CLEAN PREMISES. Tenant, at its own cost and expense, shall keep the sidewalks, parking lot, and surrounding areas of the Premises free from obstructions of any and all nature, shall keep the Premises clean, shall maintain suitable receptacles for trash and refuse, and shall promptly remove from the Premises, inside and out, all accumulations of trash and refuse.

12. REPAIRS. Tenant agrees that it shall keep the Premises and the fixtures therein in good order and proper sanitary condition, and will make and pay for, at its own cost and expense, any and all repairs and replacements necessary during the Term, to include repairs to roof, downspouts, gutters, exterior walls (windows and/or doors are considered as exterior walls for the purpose of this Lease). At the expiration or termination of this Lease, or any extension or renewal thereof, Tenant shall leave the Premises in good condition, allowance being made for ordinary wear and tear and damage by fire, or by the elements or by act of God or by public enemy.

13. ALTERATIONS AND ADDITIONS. Tenant shall make no structural alterations or changes to any part of the Premises without Landlord's prior written consent and after Tenant provides the Landlord with an approved building permit and plans. Any additions, improvements, alterations, and/or installments, including without limitation, all fixtures, made or installed by Tenant shall become and remain a part of the building and be and remain Landlord's property upon the termination of Tenant's occupancy of the Premises; provided, however, that if Landlord gives written notice to Tenant at the expiration or prior to termination of this Lease to such effect, it may require Tenant to restore the Premises to its original condition. Tenant will save Landlord, its elected and appointed officials, officers, employees, agents, successors and assigns, harmless from and against all expenses, liens, claims, or damages to either property or person which may or might arise by reason of the making of any such additions, improvements, alterations, and/or installations. Tenant shall give Landlord lien waivers from any and all contractors prior to start of construction and when work is completed.

14. TRADE FIXTURES AND BUSINESS PERSONAL PROPERTY. Landlord shall have the right to approve the plans for the design of the interior of the Premises, which approval will not be unreasonably withheld. After such approval is obtained from the Landlord, the Tenant may install any furniture, trade fixtures, and machinery necessary to conduct Tenant's business. Any equipment, trade fixtures and other personal property located in the Premises at the expiration of the Term or other termination of the Lease, set forth on the attached **Exhibit C**, incorporated herein ("Existing Personalty") shall be conveyed by Tenant to the Landlord at the expiration of the Term or other termination of the Lease pursuant to a bill of sale in the form attached hereto and made a part hereof as **Exhibit D** ("Bill of Sale"). The Bill of Sale shall

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contain warranties of good, lien free title to the Existing Personalty. Tenant acknowledges and agrees that, from and after the expiration of the Term or other termination of the Lease, Landlord shall have the right to relocate and/or remove all or any portion of the Existing Personalty within of from the Premises from time to time and to sell, transfer, replace or dispose of same at Landlord's sole discretion. Regardless of the above, all furniture, trade fixtures, and machinery not removed upon expiration of the Term or other termination of the Lease, shall be deemed to have been abandoned by Tenant, and shall become Landlord's property.

15. TENANT'S PROPERTY. All property in the Premises shall be and remain at Tenant's sole risk. Landlord shall not be liable to any person or entity for loss or damage to property of Tenant or others arising from theft, fire, explosion, bursting, overflowing, or leaking of the roof, or of water, sewer, or steam pipes, or from heating or plumbing fixtures, or from electric wires or fixtures, or from any other cause whatsoever.

16. PLATE GLASS. Tenant shall be responsible for all damage to and breakage of plate glass. Tenant promptly shall cause such damage and breakage to be repaired at Tenant's sole cost and expense.

17. LIABILITY AND INDEMNIFICATION.

A. Landlord, its elected and appointed officials, officers, employees, agents, successors and assigns, shall not be liable for any losses, damages, injuries, or accidents of any kind whatsoever or however or by whomever caused, unless caused by the negligence of Landlord. Notwithstanding any other provision of this Lease to the contrary, except to the extent expressly prohibited by law, Tenant hereby waives any claim it might have against Landlord, its elected and appointed officials, officers, employees, agents, successors and assigns, for any consequential damages sustained by Tenant arising out of the loss or damage to any person or property of Tenant.

B. Tenant shall indemnify Landlord, its elected and appointed officials, officers, employees, agents, successors and assigns, and shall save them harmless from and against any and all claims, actions, damages, liability, and expense, including reasonable attorneys fees, in connection with loss of life, personal injury, or damage to property arising from any occurrence in or about the Premises (other than an occurrence caused by Landlord's negligence), or the occupancy or use by Tenant of the Premises, or caused by any act or omission of Tenant, its agents, servants, employees, assignees, or invitees, including, but not limited to, the filing of any mechanics or materialmens liens against the Premises. Tenant shall also pay all costs, expenses, and reasonable attorneys' fees that may be incurred by Landlord in enforcing the covenants and agreements in this Lease or in enforcing a termination of this Lease pursuant to paragraph 22 herein.

18. INSURANCE.

A. GENERAL PROVISIONS.

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(1) The deductible(s) on any insurance policy required to be carried by Tenant (or in the instance of real property insurance, carried by Landlord) shall be the responsibility of Tenant.

(2) All insurance policies required of Tenant hereunder shall be endorsed to include the following provisions: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to Arlington County, Virginia." Tenant shall provide Landlord with a certificate(s) of insurance evidencing the coverage required by this paragraph 18 within thirty (30) days after the date of this Lease and thereafter on an annual basis during the Term of this Lease.

(3) Each commercial general liability policy shall name Landlord and any other parties in interest designated in writing by Landlord as additional insureds. Copies of all policies or certificates evidencing the existence and amounts of such insurance shall be delivered to Landlord no later than five (5) days prior to the date of this Lease, and renewals thereof shall be delivered to Landlord at least ten (10) days prior to the expiration of any such policy. Tenant's failure to provide and keep in force the insurance required under this paragraph 18 shall be regarded as a material default, entitling Landlord to exercise any or all of the remedies provided in this Lease.

B. COMMERCIAL GENERAL LIABILITY. During the Term, Tenant shall carry and at all times maintain, at its own expense, with a company acceptable to Landlord, commercial general liability insurance in the amount of at least two million and 00/100 Dollars (\$2,000,000) per occurrence and in the aggregate for bodily injury and property damage. Tenant shall include Landlord, its elected and appointed officials, officers, employees and agents, and Landlord, as additional insureds on all policies of insurance. Prior to the beginning of the Term, Tenant shall provide Landlord with a Certificate of Insurance showing all insurance required by this paragraph 18 to be in effect. Such liability insurance shall be applicable to the Premises and all equipment installed by Tenant therein.

C. PROPERTY INSURANCE. Throughout the Term, Landlord shall maintain fire and extended risk insurance for the replacement value of the building on the Premises or, alternatively, self-insure the building on the Premises. The foregoing insurance policy and any other insurance or self-insurance carried by Landlord shall be for the sole benefit of Landlord and under Landlord's sole control, and Tenant shall have no right or claim to any proceeds thereof or any other rights thereunder.

D. LEASEHOLD IMPROVEMENTS. Tenant shall, at all times during the Term, maintain in effect policies of insurance covering Tenant's trade fixtures, merchandise and other personal property from time to time in or on the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost, providing protection against all risks covered by standard broad form property insurance.

### E. FIRE INSURANCE.

(1) Tenant shall not do or permit anything to be done by Tenant, its employees, agent or contractors in the Premises or on or in the building that is on the Premises or bring or

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keep anything therein that shall in any way increase the rate of fire or other insurance for said building or Premises, or conflict with the fire laws or regulations, or with any insurance policy upon said building or Premises or any part thereof, or with any self insurance requirement, statutes, rules or regulation enacted or established by the applicable governmental authority.

(2) If at any time during the Term, the Landlord, in its sole discretion, determines that: (a) the building or any part of the Premises are completely damaged or destroyed by fire or other casualty, or (b) the Premises are so damaged that the portion remaining undamaged is unsuitable for the operation of Tenant's Permitted Use, and such damage or destruction cannot be repaired so that the building and the Premises are restored to the same condition as they were immediately prior to the damage or destruction with thirty (30) days after such damage or destruction, Landlord may terminate this Lease, without further liability or obligation to Tenant arising from such termination, by giving written notice to the Tenant of such termination at any time within thirty (30) days after the date of such damage. In no event shall Landlord be required to rebuild, repair, or replace any part of the partitions, fixtures, additions, and other improvements which may have been placed in, on, or about the Premises by Tenant. No compensation or claim will be allowed or paid, by Landlord, by reason of inconvenience, annoyance, or injury to business arising from the repairing or closing the building or the Premises due to fire or other causally damage.

19. REQUIREMENTS OF LAW. Tenant will, at its own cost, promptly comply with and carry-out all orders, requirements, or conditions now or hereafter imposed upon it by the ordinances, laws, and/or regulations of the Municipality or the County in which the Premises is located, whether required of Landlord or otherwise, in the conduct of Tenant's particular business or use of the Premises. Tenant will indemnify and save Landlord harmless from all penalties, claims, or demands resulting from Tenant's failure or negligence in this respect.

20. CONDEMNATION/EMINENT DOMAIN.

A. If less than a substantial part of the Premises shall be taken or condemned or sold for public or quasi-public use or purpose by or to any competent authority, then this Lease shall not terminate except as to the part taken. The Lease shall terminate as to the part taken as of the date when title vests in any such authority. Tenant shall pay rent covering only that part of the Premises not so taken; the rent for such space shall be that portion of the total rent which the amount of square foot area remaining bears to the total square foot area of all the Premises. Tenant agrees that, if the Premises, or a substantial part thereof, shall be taken or condemned or sold for public or quasi-public use or purpose by or to any competent authority, this Lease shall terminate as to the entire Premises as of the date when title vests in such authority. Tenant shall have no claim against Landlord, and shall have no claim or right to any portion of the amount awarded as damages or paid as a result of any condemnation; and all rights of Tenant to damages therefor, if any, are hereby assigned by Tenant to Landlord. Upon such condemnation or taking, Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease, leasehold improvements, or goodwill. For purposes of this paragraph, a "substantial part" shall mean seventy-five percent (75%) or more of the Premises.

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B. If less than a substantial part of the Premises be taken by condemnation, Landlord shall, upon receipt of the award of condemnation, make all necessary repairs or alterations to the Premises so as to constitute the portion of the Premises not taken a complete architectural unit, but Landlord shall not in any event be required to spend for such work more than the amount received by Landlord as damages. Tenant, at its expense shall, with respect to all signs, trade fixtures, equipment, display cases, furniture, furnishings, and other installations of Tenant, restore such part of the Premises as is not taken to as near to its former condition as possible.

21. EVENTS OF DEFAULT. The following events shall be deemed to be events of default of Tenant under this Lease:

A. Tenant shall fail to pay any installment of the rent or any other payment or reimbursement to Landlord required herein, when due, and such failure shall continue for a period of five (5) days from the date such payment is due.

B. Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

C. There shall be filed against Tenant, and not be discharged within fifteen (15) days of such filing, or Tenant shall file a petition under any chapter of the Bankruptcy Reform Act of 1978, as amended, or under any similar law or statute of the United States or any State thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

D. A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

E. Tenant shall desert or vacate the Premises for fifteen (15) consecutive days without notifying Landlord.

F. Tenant shall fail to comply with any term, provision, or covenant of this Lease, other than the payment of rent and other charges, and shall not cure such failure within ten (10) days after written notice thereof to Tenant, or if cure cannot be made within ten (10) days, if Tenant shall fail to begin curing such failure within the ten (10) days and shall fail to pursue diligently cure of such failure. However, any such failure to comply with the terms of this Lease, must be cured within fifteen (15) days of Landlord's initial notice to Tenant.

G. The Tenant shall have caused, directly or indirectly, a contractor or sub-contractor to place a mechanics lien or materialmen lien against the Property for non-payment for goods and services. It is agreed and understood by Landlord and Tenant that Tenant must obtain lien waivers from all contractors of every nature before and after or construction begins.

22. DEFAULT REMEDIES. In the event of a default or breach by the Tenant of any covenant, condition, agreement, or requirement under the terms of this Lease, Landlord shall have the following cumulative remedies in addition to, and not in lieu of, any and all remedies, legal or equitable, which may be accorded to it by law or by other provision of this Lease:

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A. Landlord may give Tenant five (5) days notice of termination of this Lease in any of the following circumstances: (i) if the Tenant shall be in default as to the performance of any covenant, agreement, obligation, or requirement of this Lease other than the failure to make any payment required hereunder, and if such default is not cured within ten (10) days after written notice thereof given by Landlord; or, if such default shall be of such nature that it cannot be cured completely within such ten (10) day period, Tenant shall have commenced expeditious effort to cure the same and shall pursue the same with all possible haste; (ii) if Tenant shall be adjudicated a bankrupt, make a general assignment for the benefit of creditors, or take the benefit of any insolvency act, or if a receiver or trustee in bankruptcy shall be appointed for Tenant's property; (iii) if the Premises becomes vacated or deserted for a period of fifteen (15) days; (iv) if this Lease shall be assigned or the Premises sublet in whole or in part other than in accordance with the terms of this Lease, and such default is not cured by Tenant upon ten (10) days notice given by Landlord; or (v) if the Tenant shall fail to make any payment required hereunder for more than ten (10) days.

B. If Landlord shall give the Tenant five (5) days notice of termination, as provided in sub-paragraph 22.A. above, then, at the expiration of such period, this Lease shall terminate as completely as if the same were the date herein definitely fixed for the expiration of the term of this Lease, and Tenant shall then surrender the Premises to Landlord. If this Lease shall so terminate, it shall be lawful for the Landlord, at its option, without formal demand or notice of any kind, to re-enter the Premises by an action for summary possession or by any other means, and to remove Tenant therefrom without being liable for any damages therefor. Upon termination of this Lease, as herein provided, Landlord shall have the right, at its election, to terminate any sublease then in effect, without the consent of the sublessee concerned.

C. In the event the Tenant shall hold-over the Premises upon the expiration or other termination of this Lease, then the Tenant shall pay to the Landlord, and the Landlord shall have the right to recover from the Tenant, during such holding-over, double the full rent together with all adjustments thereto which would be payable under this Lease but for said expiration or other termination.

D. In the event of a termination of this Lease, pursuant to sub-paragraphs 22.A. and 22.B., Tenant shall remain liable for all its obligations under this Lease, despite Landlord's re-entry, and Landlord may re-rent or use the Premises as agent for Tenant, if Landlord so elects. Tenant waives any and all requirement for notice of intention to re-enter and any right of redemption.

E. Nothing in the paragraph shall be deemed to require Landlord to give Tenant any notice, other than such notice as by statute cannot be waived, prior to commencement of an action for summary possession or for nonpayment of rent or any adjustment or addition thereto.

F. Landlord may accelerate the rent and declare all installments of rent for the entire term of the Lease herein provided, together with all additions and adjustments thereto, to be immediately due and owing. In such event all remaining installments of rent due hereunder shall at once become due and payable without notice or demand, and the same shall be adjusted to

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reflect the additions and adjustments thereto which are or would be due pursuant to paragraph 4 above by multiplying the number of such installments by the amount of the last due installment as adjusted pursuant to said sub-paragraph. In lieu thereof, Landlord shall have the right, at its election at any time, to recover as liquidated damages a sum equal to six (6) times the amount of the last due installment, together with all additions and adjustments thereto, without any set-off for the reasonable rental value of the Premises for the remainder of the term of the Lease.

G. All remedies of the Landlord shall be cumulative, and no election of acceptance of any remedy shall be deemed a waiver of any other remedy. In addition to all other remedies, Tenant will pay all attorneys fees and other expenses incurred by Landlord in enforcing its rights with respect to any default of Tenant in any obligation hereunder.

23. WAIVER. The waiver by Landlord of any breach of the term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term, or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing by Landlord.

24. LANDLORD'S CURE OF DEFAULT BY TENANT: REIMBURSEMENT OF EXPENSES. If Tenant defaults in making any payment or in doing any act herein required, then Landlord may, but need not, make such payment or do such act. If Landlord makes any such payment or incurs any charge or expense on behalf of Tenant under the terms of this Lease, the amount of the payment or expense, plus ten percent (10%) of said charge or expense, with interest thereon at the rate of eighteen percent (18%) per annum, beginning ten (10) days after a written invoice therefor is sent by Landlord, shall be paid by Tenant to Landlord, shall constitute additional rent hereunder, and shall be due and payable immediately when Landlord sends a written invoice therefor; provided, however, that the making of such payment or the doing of such act by Landlord shall not cure such default by Tenant or stop Landlord from pursuing any remedy to which Landlord would otherwise be entitled.

25. LANDLORD'S LIEN. In addition to any statutory lien for default rent in Landlord's favor, Tenant hereby grants to Landlord a continuing security interest for all rent, additional rent, and other payments due hereunder, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper, and all other personal property of Tenant situated on the Premises. Such property shall not be removed from the Premises without the consent of Landlord until payment has been made of all arrearages in rent, additional rent, or other payments then due to Landlord. Tenant hereby agrees to execute such financing statements and other instruments necessary to perfect the security interest hereby granted and created.

26. CONDUCT OF BUSINESS. Landlord assumes no liability or responsibility whatever with respect to the conduct and operation of Tenant's business to be conducted in the Premises, nor with respect to the conduct and operation of any other use of the Premises which Landlord may by prior written consent permit.

## Exhibit A-Lease

27. SUBORDINATION. This Lease is subject and subordinate to all ground or underlying leases, and to any first mortgage or first deed of trust (which terms shall include both construction and permanent financing) that may now or hereafter encumber or otherwise affect the Premises or Landlord's leasehold interest therein, and to all renewals, extensions, modifications, consolidations, replacements, recastings, and/or refinancing thereof. This clause shall be self-operative, and no further instrument of subordination shall be required by any mortgagee or trustee to effect the subordination of this Lease. Nonetheless, in confirmation of such subordination, Tenant shall, at Landlord's request, promptly execute any requisite or appropriate certificate or document. Tenant further covenants and agrees that it will, at the written request of the party secured by any such mortgage or deed of trust, execute, acknowledge and deliver any instrument to effect the subordination of this Lease to the mortgage or deed of trust. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such certificates, instruments, or other documents on behalf of Tenant. Landlord shall provide Tenant with copies of all certificates, instruments, or documents, that Landlord has executed on Tenant's behalf. Tenant agrees that in the event that any proceedings are brought for the foreclosure of such mortgage or deed of trust, Tenant shall attend to the purchaser at such foreclosure sale, if requested to do so by the purchaser, and to recognize the purchaser as Landlord under this Lease, and Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give Tenant any right to terminate this Lease in the event that any such foreclosure proceeding occurs.

28. ESTOPPEL CERTIFICATES. Tenant agrees, upon not less than five (5) days written notice by Landlord, to execute, acknowledge, and deliver to Landlord, within five (5) days of receipt, a statement in writing: (i) certifying that this Lease is unmodified and in full force and effect, or, if there have been modifications, that this Lease is in full force and effect as modified, and stating any such modifications; (ii) certifying that Tenant has accepted possession of the Premises, and that any improvements required by the terms of this Lease to be made by Landlord have been completed to the satisfaction of Tenant; (iii) stating that no rent under this Lease has been paid more than thirty (30) days in advance of its due date; (iv) stating the address to which notices to Tenant should be sent; (v) certifying that Tenant, as of the date of any such certification, has no charge lien, or claim of set-off under this Lease, or otherwise, against rents or other charges due or to become due hereunder; and (vi) stating whether or not, to the best of Tenant's knowledge, Landlord is in default in the performance of any covenant, agreement, or condition contained in this Lease, and, if so, specifying each such default of which Tenant may have knowledge. Any such statement delivered pursuant hereto may be relied upon by any owner of the Premises, any prospective purchaser of the Premises, any mortgagee or prospective mortgagee of the Premises or of Landlord's interest, or any prospective assignee of any such mortgagee.

29. MECHANICS LIEN. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance upon, or in any manner to bind, the interest of Landlord in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien is or can be validly and legally asserted against its leasehold interest in the Premises. If any mechanics or materialmen lien is

## Exhibit A-Lease

filed against the Premises for work furnished to Tenant, such lien shall be discharged by Tenant within ten (10) days, at Tenant's expense, by the payment thereof or by filling any bond required by law. If Tenant fails to discharge any such mechanics or materialmens Lien, Landlord may, at its option, discharge the same and treat the cost thereof as additional rent payable with the monthly installment of rent next becoming due.

### 30. NOTICES.

A. All rent and other payment required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address set forth below, or at such other addresses as Landlord may specify from time to time by written notice. Tenant's obligation to pay rent and any other amounts to Landlord under the terms of this Lease shall not be deemed satisfied until such rent and other amounts have been received by Landlord.

B. Any notice or document required or permitted to be delivered hereunder shall be delivered by overnight courier (e.g. FedEx) or United States mail, postage prepaid, by certified or registered mail, addressed to the parties hereto at the respective addresses set out below, or at such other addresses as they have specified by written notice delivered in accordance herewith:

#### IF TO LANDLORD:

Hank Leavitt  
2100 Clarendon Boulevard  
Arlington, Virginia 22201

#### IF TO TENANT:

\_\_\_\_\_, President  
Lucky Seven Foodmart, Inc.  
2406 S. Shirlington Road  
Arlington, VA 22206

Notices shall be effective upon receipt by the party to whom they are sent.

31. SIGNS AND ADVERTISING. Tenant shall have the right to install signs upon the Premises, at Tenant's sole cost and expense; provided, however, that Tenant shall comply with the Arlington County, Virginia sign ordinance in determining the style location and size of any sign to be installed.

32. QUIET ENJOYMENT. Upon payment by Tenant of the rents herein provided and upon the observance and performance of all the covenants, terms, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Landlord, subject, nevertheless, to the terms and conditions of this Lease.

## Exhibit A-Lease

33. NUISANCES. Tenant shall not permit any objectionable noise, or offensive odors and sounds to be emitted from the Premises, nor do or permit anything tending to create a nuisance or to disturb any occupants of neighboring property, nor do anything tending to injure the reputation of the County. Tenant shall not conduct nor allow upon the Premises any activities which are contrary to law.

34. ACCESS BY LANDLORD. Landlord (or its agent and employees) shall have the right to enter and inspect the Premises at any time during an emergency or during business hours, for the purpose of inspection, ascertaining the condition of the Premises, or in order to make emergency repairs to protect the public health and safety. Landlord shall not be liable to Tenant for any damages of any kind whatsoever caused by Landlord's inspection, repair, or maintenance of the Premises, unless caused by the negligence of Landlord.

35. SURRENDER OF PREMISES. At the expiration of the tenancy hereby created, Tenant shall surrender the Premises, including construction improvements, less reasonable wear and tear, and damage by unavoidable casualty excepted, and shall surrender all keys for the Premises to Landlord, and shall inform Landlord of all combinations on locks, safes, and vaults, if any, in the Premises. Tenant shall remove all its trade fixtures, and any alterations or improvements if requested by Landlord as provided herein, before surrendering the Premises as aforesaid, and shall repair any damage to the Premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

36. NO PARTNERSHIP. Nothing contained in this Lease shall be construed to create a partnership or joint venture of or between Landlord and Tenant, or create any other relationship between those parties other than that of Landlord and Tenant.

37. NO REPRESENTATION OF LANDLORD. Neither Landlord nor any agent or employee of Landlord has made any representations or promises with respect to the Premises except as herein expressly set forth, and no rights, privileges, easements, or Licenses are acquired by Tenant except as herein set forth.

38. BROKERAGE. Landlord and Tenant agree, unless otherwise indicated herein, that this Lease was not negotiated by or through the efforts of any real estate broker or agent, and that neither has obligated itself to the payment of any commission to any real estate broker or agent or to any other person for aid or assistance in the negotiation of this Lease. Tenant hereby further agrees to indemnify, defend, and hold harmless Landlord, its elected and appointed officials, officers, employees, agents, successors and assigns, from any costs, expense, or liability, including costs of suit and reasonable attorney's fees, for any compensation, commission, or charges claimed through the Landlord or Tenant, respectively, by any realtor, broker, or finder with respect to the lease of the Premises and the negotiation therefor.

39. RULES, REGULATIONS, AND COVENANTS. Tenant, its agents, employees, invitees, licensees, customers, clients, family members, and guests shall at all times abide by and observe the rules, regulations, and covenants attached hereto and incorporated herein by reference as **Exhibit B**, and such other rules or regulations as may be promulgated from time to

## Exhibit A-Lease

time by Landlord, with a copy sent to Tenant, for the operation and maintenance of the Premises. Nothing contained in this Lease shall be construed to impose upon Landlord any obligation to enforce such rules, regulations, and covenants, or the terms, conditions, or covenants contained in any other lease, as against any other tenant, its employees, agents, business invitees, licensees, customers, clients, family members, or guests. If there is any inconsistency between this Lease and the rules and regulations as set forth in Exhibit A, this Lease shall govern.

40. CORPORATE AUTHORITY. If Tenant is a corporation, each of the persons executing this Lease on behalf of Tenant hereby covenants and warrants that Tenant is a duly authorized and existing corporation, qualified to do business in the Commonwealth of Virginia, that the corporation has full right and authority to enter into this Lease, and that each of the persons signing on behalf of the corporation is authorized to do so. Further, each person signing on behalf of Tenant agrees to be personally bound by this Lease.

41. ACCEPTANCE OF CHARGES. Tenant's failure to object in writing to any statement, invoice, or bill rendered by the Landlord within fifteen (15) days of its receipt shall constitute Tenant's acquiescence with respect thereto, and shall render such statement, invoice, or bill an account stated between Landlord and Tenant.

42. FORCE MAJEURE. This Lease and the obligations of Tenant to pay the minimum annual rent, basic monthly rent, and all additional rent and to perform all of the terms, covenants, and conditions on the part of Tenant to be performed shall in no way be affected, impaired, or excused because Landlord, due to any and all delays beyond Landlord's reasonable control, including, but without limitation, delays caused by Tenant, governmental restrictions, governmental preemption, strikes, labor disputes, lock-outs, shortage of labor or materials, acts of God, enemy action, civil commotion, riot or insurrection, or fire, or other unavoidable casualty: (i) is unable to fulfill any of its obligations under this Lease; or (ii) is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied; or (iii) is unable to make or is delayed in making any repairs, replacements, additions, alterations, or decorations; or (iv) is unable to supply or is delayed in supplying any equipment or fixture. Landlord shall be under no obligation to pay overtime labor rates.

43. MISCELLANEOUS.

A. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include plural, unless the Context otherwise requires.

B. Tenant agrees to furnish to Landlord, promptly upon demand, both appropriate documentation evidencing the valid creation and existence of such party and a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of such party to enter into this Lease.

C. The captions inserted in this Lease are for convenience only, and in no way define, limit, or otherwise describe the scope or intent of any provision hereof.

## Exhibit A-Lease

D. All references in this Lease to “the date hereof” or similar references shall be deemed to refer to the last date on which all parties hereto have executed this Lease.

44. TRANSFER OF LANDLORD’S INTEREST; LIABILITY. Landlord may freely and fully assign its interest hereunder.

45. CONDITION OF PREMISES. Landlord furnishes and Tenant accepts the Premises in an “as is” condition without warranties, either expressed or implied. Tenant acknowledges that it has examined and knows the condition of the Premises. No representation has been made to Tenant by Landlord, rental agent, or anyone else as to (i) the condition of the Premises; (ii) any particular use that may be made of them; and (iii) the legally permitted use(s).

46. BINDING EFFECT. The terms, conditions, and agreements herein contained shall be kept and performed by the respective parties hereto, and shall be binding upon them and each of their successors and assigns; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein.

47. SURVIVAL OF TERMS. All obligations of Tenant hereunder not fully performed as of the expiration of the term of this Lease shall survive the expiration or earlier termination of the term hereof including, without limitation, all payment obligations with respect to rent, additional rent, operating expenses, all obligations concerning the condition of the Premises. Upon the expiration or earlier termination of the term hereof, Tenant shall pay to Landlord any amount reasonably estimated by Landlord as necessary to put the Premises in good condition and repair. All such amounts shall be used by Landlord for payment of such obligations of Tenant hereunder, with Tenant being liable for any additional costs therefore upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied. Any security deposit held by Landlord shall be credited against the amount payable by Tenant under this paragraph.

48. ENTIRE AGREEMENT. This Lease, together with the Exhibits attached hereto and referenced herein, contains the entire and only agreement between the parties. No oral statements or representations or prior written matter not contained or referenced to in this Lease shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by both parties hereto. No waiver of any provision of this Lease shall be deemed to have been made, unless it be in writing and signed by both parties hereto.

49. APPROPRIATION OF FUNDS. All obligations of the Landlord under the Lease shall be subject to the appropriation of funds by the County Board of Arlington County, Virginia for the specific purpose of satisfying any payment and other obligations of the Landlord under the Lease.

50. ROLE OF LANDLORD/LANDLORD DECISIONS: NO WAIVER. The Landlord’s execution of the Lease shall not constitute the granting of governmental approval to the Tenant for any governmental approval or consent required to be obtained by Tenant. Nothing in the

## Exhibit A-Lease

Lease shall be construed to waive any of Landlord's powers, right or obligations as a governing authority or local governmental body, including, but not limited to, its police powers.

51. SOVEREIGN IMMUNITY. Nothing in the Lease, nor any action taken by Landlord pursuant to the Lease, nor any documents which arise out of the Lease, shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Landlord, or of its elected and appointed officials, officers and employees.

52. INDEMNIFICATION AND HOLD HARMLESS. No provision of this Lease shall be construed as the Landlord, explicitly or implicitly, agreeing to indemnify or holding harmless the Tenant or any third party or parties from liability of whatever nature.

53. NO RIGHTS IN THIRD PARTIES. The Lease shall not create in the public, nor in any person or entity other than those signing the Lease, any rights as a third party beneficiary.

54. APPROVAL OF LEASE BY LANDLORD. The Lease shall not become effective unless and until the County Board approves the Lease as provided therein and the Lease is executed on behalf of the Board. If the Lease is not approved by the County Board, then no liability whatsoever shall accrue and the Landlord and Tenant shall have no obligation whatsoever to each other.

55. APPLICABLE LAW. The laws of the Commonwealth of Virginia shall govern the validity, performance, interpretation and enforcement of this Lease (without reference to conflicts of laws principles). All legal actions instituted by the Landlord or the Tenant concerning this Lease shall be filed solely in the Arlington County General District or Arlington County Circuit Court and in no other court.

[SIGNATURES ON THE FOLLOWING PAGE(S)]

**Exhibit A-Lease**

EXECUTED BY LANDLORD, this \_\_\_\_ day of \_\_\_\_\_, 2010

LANDLORD:

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY ATTORNEY

EXECUTED BY TENANT, this \_\_\_\_ day of \_\_\_\_\_, 2010.

TENANT:

Lucky Seven Foodmart Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

WITNESS: By: \_\_\_\_\_

## Exhibit A-Lease

### EXHIBIT A

All that certain piece or parcel of land with all its improvements and appurtenances thereunto belonging, situate, lying and being in Arlington County, Virginia, and being more particularly described as follows:

That parcel known as "first tract" east of the railway and being more particularly described as follows:

Parcel #1: Beginning at a point in the west line of the Glebe Road which is S. 6 degrees 27' E. 148.79 feet from the original northeast corner of Leonard Gray's property; thence with the west line of the said Glebe Road, S. 6 degrees 27' E. 86.21 feet to a point; thence departing from said Glebe Road S. 85 degrees 9' 30" W. 135.19 feet to a point; thence N. 19 degrees 43' 30" W. 89.17 feet to a point; thence N. 85 degrees 9' 30" E. 156.08 feet to the point of beginning and containing 12, 657 square feet, more or less.

Parcel #2: A parcel of land containing 523.26 sq. ft., more or less, designated "Parcel 1" and shown on plat attached to a deed recorded in Deed Book 1631, at page 421 among the land records of Arlington County, Virginia as "Plat - Right of Way Vacated from S. Kenmore Street and Easement Acquired for Shirlington Road at 24th Street."

## Exhibit A-Lease

### EXHIBIT B

#### RULES AND REGULATIONS

The following rules and regulations have been formulated for the safety and well-being of the Tenant and invitees of the Building, and become effective upon occupancy. Strict adherence to these rules and regulations is necessary to guarantee that Tenant will enjoy a safe and unannoyed occupancy in the Building. Any repeated or continuing violation of these rules and regulations by Tenant, after notice from Landlord, shall be sufficient cause for termination of this Lease at the option of Landlord.

The Landlord may, upon request of Tenant, waive the compliance by Tenant of any of the foregoing rules and regulations provided that: (i) no waiver shall be effective unless signed by Landlord or Landlord's authorized Agent; (ii) any such waiver shall not relieve Tenant from the obligation to comply with such rule and regulation in the future unless expressly consented to by Landlord; and (iii) no waiver granted to Tenant shall relieve any other sub-tenant from the obligation of complying with the foregoing rules and regulations unless such other tenant has received a similar waiver in writing from Landlord.

1. The sidewalks, entrances, passages, courts, vestibules, stairways, corridors or halls, or other parts of the Building not occupied by Tenant shall not be obstructed or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises.
2. No awnings or other projections shall be attached to the outside walls of the Building without the prior written consent of Landlord. No drapes, blinds, shades, or screens shall be attached to, or hung in, or used in connection with any window or door of the Premises, without the prior consent of Landlord. Such awnings, projections, curtains, blinds, screens, or other fixtures must be of a quality, type, design, and color, and attached in the manner approved by Landlord.
3. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, or vestibules, without the prior written consent of Landlord.
4. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same.
5. There shall be no marking, painting, drilling into, or in any way defacing any part of the Premises or the Building. No boring, cutting, or stringing of wires shall be permitted. No Tenant shall construct, maintain, use, or operate within the Premises or elsewhere within or on the outside of the Building any electrical device, wiring, or apparatus in connection with a loud speaker system or other sound system.

## Exhibit A-Lease

6. No animals, birds, or pets of any kind shall be brought into or kept in or about the Premises. No Tenant shall cause or permit any unusual or objectionable odors to be produced, or to permeate from, the Premises.
7. No Tenant shall make, or permit to be made, any unseemly or disturbing noises, or disturb or interfere with occupants of this or neighboring buildings or premises. No Tenant shall throw anything out of doors or windows or down the corridors or stairs.
8. No toxic, inflammable, combustible, or explosive fluid, chemical, or substances shall be brought or stored upon the Premises.
9. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Tenant, nor shall any changes be made in existing locks or the mechanism thereof, without prior written approval from Landlord and keys being furnished to Landlord. Each Tenant shall, upon termination of its tenancy, return to Landlord all keys of stores, office, storage, and toilet rooms either furnished to, or otherwise procured by, such Tenant; and, in the event of the loss of any keys so furnished, such Tenant shall pay to Landlord the cost thereof.
10. All removals, or the carrying in or out of any safes, freight, furniture, or bulky matter of any description must take place during the hours which Landlord or its Agent may determine from time to time.
11. Tenant shall not purchase supplies or services from any vendor whose repeated violations of the Building regulations have caused, in Landlord's opinion, a hazard or nuisance to the Building and/or its occupants.
12. Tenant shall be responsible for all persons for whom he authorizes entry into, or exit out of, the building, and shall be liable to Landlord for all acts of such persons.
13. The Premises shall not be used for lodging or sleeping, or for any immoral or illegal purposes.
14. No Tenant shall occupy or permit any portion of the Premises to be used or occupied for the possession, storage, manufacture, or sale of narcotics, dope, in any form, unless said Tenant's lease expressly grants permission to do so.
15. Landlord's employees shall not perform any work for Tenant or do anything outside of their regular duties, unless under special instruction from the management of the Building.
16. Canvassing soliciting, and peddling on the Premises is prohibited, and Tenant shall cooperate to prevent the same.
17. No water cooler, plumbing, or electrical fixtures shall be installed by any Tenant without the prior written consent of Landlord.

## Exhibit A-Lease

18. Mats, trash, or other objects shall not be placed in the public areas. Tenant will provide a common trash receptacle/s for use by Tenant. The receptacle/s must be closed when not in use, and no trash is to be left outside of it. Tenant will be responsible for the cost of removal of trash in and around the receptacle/s or around buildings. No trash or debris of any kind from oil-site is to be placed in or around the trash receptacle/s. This includes, but is not limited to, household trash and other items, paint cans, construction debris of any kind, etc.

19. Tenant shall not overload the floors on the Premises.

20. If Landlord designates a certain portion of parking area for employee and guest parking, Tenant covenants that it will require its employees and guest to park in such area. Landlord shall not be responsible for enforcing Tenant's exclusive parking rights against any third parties.

21. Tenant agrees, to the greatest extent possible, to park commercial vehicles, trucks, and equipment in such a fashion as to prevent any vehicles from blocking traffic lanes in front of the Premises or to damage any improvement thereon. Tenant or its employees shall not have inoperative or unregistered vehicles in the parking lot, and is not to store any vehicles in the parking lot.

**Exhibit A-Lease**

**EXHIBIT C**

**SCHEDULE OF EXISTING PERSONALTY**

<u>Name</u>	<u>Description</u>	<u>Model/Serial No.</u>
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**Exhibit A-Lease**

**EXHIBIT D**

**FORM BILL OF SALE**

THIS BILL OF SALE ("Bill of Sale") is executed on this \_\_\_ day of \_\_\_\_\_, 2010, by LUCKY 7 FOOD MART INC., a Virginia corporation ("Tenant"), in favor of the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic ("Landlord").

1. Definitions. The Premises shall mean the real property and improvements thereon known as 2406 Shirlington Road, Arlington, Virginia 22206 (RPC# 31035002), as more particularly described in that certain Lease Agreement dated as of approximately even date herewith, by and between Landlord and Tenant ("Lease").

2. Personal Property. The "Personal Property" shall mean all equipment, trade fixtures and other personal property located in the Premises as of the date of the Lease. Tenant's inventory of the Personal Property is described on **Exhibit C** attached to this Bill of Sale.

3. Sale and Conveyance. For good and valuable consideration received by Tenant, the receipt and sufficiency of which are hereby acknowledged, Tenant hereby sells, assigns, transfers and conveys to Landlord all right, title and interest in and to the Personal Property. Tenant hereby covenants and agrees: that Tenant is the lawful owner of the Personal Property; that Tenant has the right to sell and dispose of the Personal Property; that the Personal Property is free from all claims, encumbrances and liens; that Tenant has good and marketable title to the Personal Property; that Tenant will warrant and forever defend title to the Personal Property unto Landlord against all and every person or persons; and that Tenant shall execute such further assurances thereof as may be reasonable necessary.

IN WITNESS WHEREOF, Tenant has executed this Bill of Sale the day and year first above written.

TENANT:

LUCKY 7 FOOD MART INC., a Virginia corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

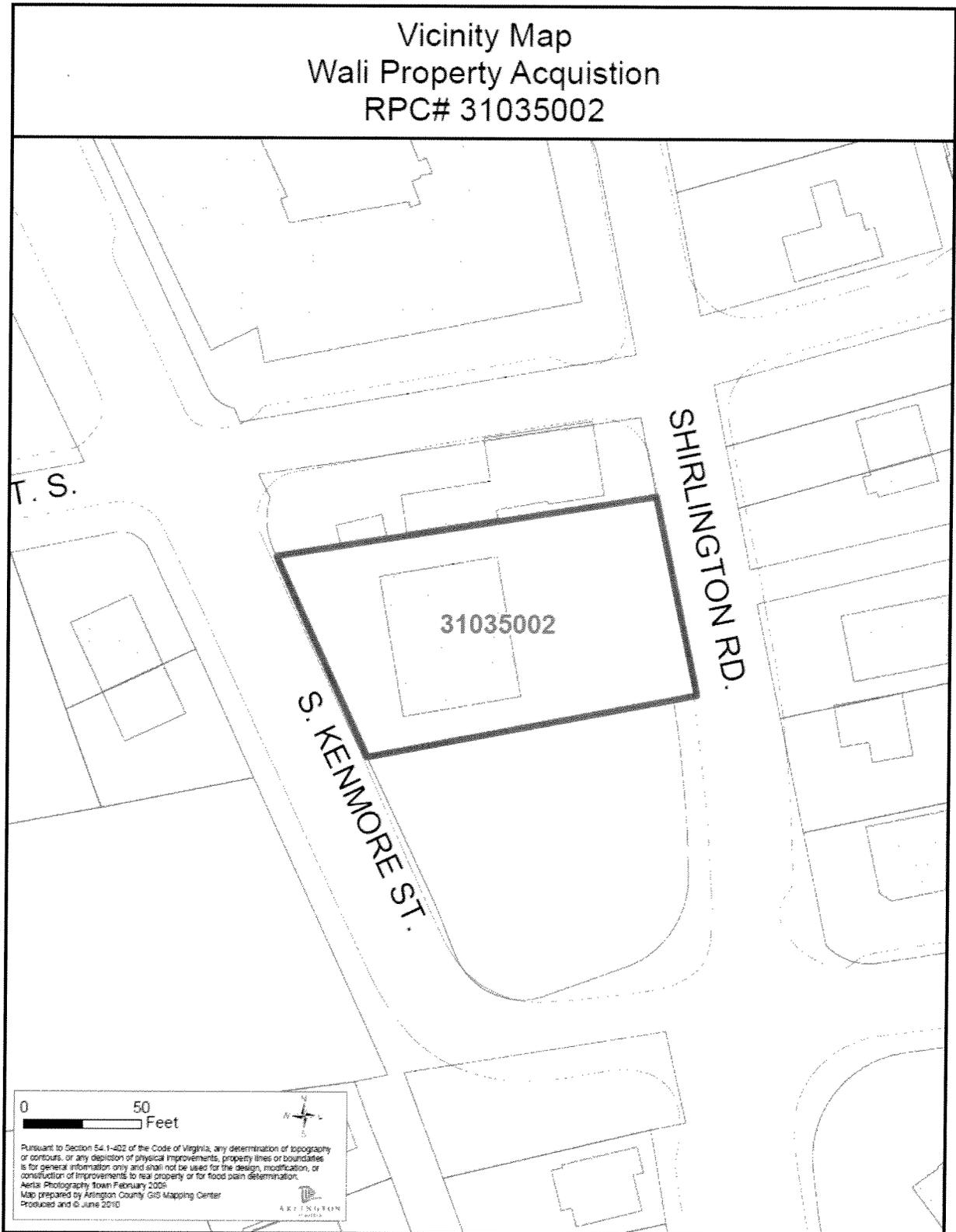
COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_

**Exhibit A-Lease**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, \_\_\_\_\_ of Arlington County, Virginia.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_



Vicinity Map  
Wali Property Acquisition  
RPC# 31035002

