

# Office Lease

1. PARTIES: This lease agreement is executed this 15th day of October, 2007 by and between Time Management Properties, Inc. hereinafter called "Lessor" and Umbrella Marketing, Inc. hereinafter called "Lessee."

2. PREMISES: That the Lessor has and does hereby lease unto the Lessee, and the Lessee does hereby lease from Lessor, the use and occupancy of Unit 208 in the office building located at 234 Independence Way, Virginia Beach, VA 12204

3. TERM OF LEASE: Lessee shall be entitled to the use of the premises for the term of 12 months, beginning on the 1st day of April, 2007, and ending on the 31st day of March, 2008.

4. RENT: Lessee shall pay to Lessor as rent the total sum of \$24,000.00 Dollars due in monthly installments of \$2,000.00 Dollars, commencing on the 1st day of April, 2007, and every month thereafter for the term of the lease.

5. USE OF PREMISES: The leased premises shall be used by the Lessee, its successors and assigns, as business offices and for no other purpose, and shall be subject to the following conditions, each and every one of which Lessee can earn and agrees to keep and perform.

6. RIGHTS OF LESSOR IN EVENT OF DEFAULT: Lessee agrees to pay to Lessor the sums herein specified and to comply with the terms and provisions of this lease, and

a. In the event there is any non-payment of the rent when due, or the leased premises should be deserted or vacated, this lease, at the sole option of the Lessor, shall be terminated.

b. In case the Lessee shall fail to comply with any term or provision of this lease other than the payment of rent and shall fail within 15 days after notice to the Lessee of such breach to cure the breach specified in that notice; or if Lessee shall file any petition in bankruptcy, or shall be declared or adjudged a bankrupt under the laws of the United States, or shall make an assignment for the benefit of creditors, or commit any act of insolvency or should become insolvent, or shall make any transfer of property the purpose of which might tend to defeat the collection of rent due or to become due under this lease, the Lessor shall have the option to terminate this lease or to declare the entire amount of rent which would become due and payable during the remainder of the term immediately due without notice to the Lessee, and to demand payment thereof and to enforce such payment by the any applicable legal methods.

7. SUBLETTING AND ASSIGNMENTS: Neither the premises leased by the terms of this lease nor any part thereof shall be assigned, let, or sublet, or used or permitted to be used for any purpose other than that hereinabove mentioned without the prior written consent of the Lessor.

8. ALTERATIONS AND IMPROVEMENTS: The Lessee shall not commit waste nor suffer nor permit waste to be committed on said premises. Lessee will keep the building and all other improvements to the extent covered by this lease in sound condition and good repair and will neither do nor permit to be done anything to the said premises that may impair the value thereof Lessee shall take good care of the leased premises and fixtures therein and shall quit and surrender said premises at the end or other termination of said term in good condition as the reasonable use thereof will permit and shall not make any alterations, additions, or improvements in said premises without the written consent of said Lessor, and all alterations, additions, or improvements which shall be made by either of the parties hereto upon the premises, except office furniture, never attached to the building or any part thereof; put in at the expense of the Lessee, shall be the property of the said Lessor and shall remain upon and be surrendered with the premises as a part thereof at the termination of this lease, without disturbance, molestation, or injury. Lessee, by

moving into the leased premises and taking possession thereof, shall accept and shall be held to have accepted the leased premises as suitable for the purposes for which the some are leased, and shall accept and shall be held to have accepted the said building and each and every appurtenance thereof, and said Lessee by said act waives any and all defects therein.

9. SECURITY INTEREST: As security for all rentals and other sums of money to become due hereunder from the Lessee, Lessee grants Lessor a security interest in all personal property of the Lessee situated in the teased premises The interest herein granted to Lessor shall be in addition and supplementary to any lien or right given to Lessor by statute.

10. LOSS OR DAMAGED TO PREMISES: if the leased premises or the building are made untenable by fire or other casualty, including damage or casualties of war, Lessor shall immediately take such action as is necessary to reconstruct, repair, restore, and rehabilitate the premises and the building, provided, however, that if a registered architect selected by Lessor should certify that such repairs and rehabilitation to the leased premises cannot be accomplished by using standard working methods and procedures so as to make the leased premises tenantable within one hundred 30 days from the date of said fire or casualty, either party shall have the right to terminate this lease by giving the other notice of such election within 30 days after the occurrence of said fire or other casualty or 10 days after receipt of the architects certificate, whichever occurs last. If said fire or other casualty results in the total destruction of the building, this lease shall automatically terminate as of the date of said fire or other casualty. In case of fire or other casualty not malting in termination of this lease, rent shall be abated on a per diem basis while the premises are untenable and, in case of termination of this lease, rent shall be apportioned on a per diem basis and to be paid to the date of the fire or other casualty. In case of damage or destruction to the leased premises due to such fire or other casualty, Lessor may re-enter and re-possess the same or any part thereof for the purpose of removing or repairing the loss or damage.

11. PERSONAL OR PROPERTY RISKS: Lessor shall not be liable for any damage to any property at any time in said promises or building form gas, smoke, water, rain, or snow, which may leak into, issue, or from any part of said building of which the premises hereby leased are a part, or from the pipes or plumbing work of the same, or from any other place or quarter. The Lessee further agrees to indemnify and hold the Lessor harmless from any and all damages or claims which the said Lessor may be compelled to pay on account of injuries to the person or property of any other tenant in this building or to any other person rightfully in said building for any purpose whatsoever, where the injuries aforesaid are cause by the negligence or misconduct of the Lessee, his agents, servants, or employees.

12. SERVICES INCLUDED: Lessor agrees to pay for the following services, if any:

Trash removal  
\_\_\_\_\_  
\_\_\_\_\_

13. FIXTURES; Said Less agrees that all additions, fixtures, and improvements added to or made upon said premises by Lessee shall at once become the property of the Lessor and be surrendered to it upon termination of the lease, but this paragraph shall not apply to the movable property and furniture of the Lessee.

14. HOLDING OVER: Each of the parties hereto agrees to give the other party notice in writing of their intention not to renew or extend this lease that at least ninety (90) days before the expiration of the lease irtin. Should Lessee, or any of its successors in interest hold over the demised premises, or any part thereof, after the expiration of the term of this lease, unless otherwise agreed in writing, such holding over shall be construed as tenancy from month to month at a monthly rental equal to the rent paid for the last month of the term of this lease.

15. NOTICES: All notices required to be given under the terms of this agreement shall be given by U.S. Mail, first class, postage prepaid, at the addresses of the parties as specified below, or at any other address which either party may specify in writing.

16. GOVERNING LAW: This contract shall be governed by the laws of the State of Virginia

17. ADDITIONAL PROVISIONS, IF ANY:

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We have set our hands this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Signature of Lessor

By: \_\_\_\_\_  
Signature of Lessee

James Tamura  
Print or type name here

Eric Scott  
Print or type name here