

ENDS MARCH 31, 2013

FULL SERVICE OFFICE LEASE

THIS LEASE AGREEMENT ("Lease") is made as of this 7th day of March, 2003, between 100 NORTH MAIN, L.L.C., a Virginia limited liability company ("Landlord"), and the CITY OF SUFFOLK, a Virginia municipality ("Tenant").

RECITALS

R-1 Landlord has entered into a Purchase Agreement (the "Purchase Agreement") dated as of September 16, 2002, to acquire from the Industrial Development Authority of the City of Suffolk ("Seller") the Building, as defined herein.

R-2 As a critical element in Tenant's efforts to revitalize its Downtown Historic District and to provide vital premises for an essential governmental service, the Purchase Agreement requires Landlord to renovate the Building into Class A office space for use as executive/administrative offices of one or more departments or agencies (including the City of Suffolk School Board) performing vital governmental functions and which, due to the nature of their functions, typically occupy "Class A" office space (the "Tenant's Permitted Use"), and for a full service restaurant on the first floor of the 100 North Main Street portion of the Building (together, the "Project").

R-3 Tenant and Landlord have determined that the Project would not be economically feasible without the commitment of Tenant to lease the Leased Premises, as defined hereinbelow, for the term herein provided for the Tenant's Permitted Use, and Tenant intends that Landlord and any person providing financing to Landlord rely on Tenant's promises and undertakings in this Lease and upon Tenant's commitment to the Project, notwithstanding the first sentence of Section 30 of this Lease.

1. **Definitions.** The following definitions shall apply to the indicated terms, whenever used in this Lease. Additional defined terms may be found in the body of the Lease.

1.1 **Building.** The term "Building" shall mean collectively, those certain office buildings located at 100 North Main Street and 120-122 East Washington Street in Suffolk, Virginia, commonly known as The Professional Building, together with any related land, improvements, parking facilities, common areas, driveways, sidewalks and landscaping conveyed to Landlord under the Purchase Agreement or constructed by Landlord on the real property conveyed under the Purchase Agreement.

1.2 **Leased Premises.** The term "Leased Premises" shall mean approximately 23,360 square feet located on part of floors one and two, and all of floors three through seven, in 100 North Main Street and all of 120-122 East Washington Street, other than Common Areas and the portion of 120 East Washington Street included within the kitchen area of the restaurant space, all as more particularly outlined on the drawings attached hereto as **Exhibit A** and incorporated herein by reference.

Landlord's Initials: FLE Tenant's Initials: RAM

1.3 **Lease Term.** The term "Lease Term" or "Term" shall mean the period between the Commencement Date and the Expiration Date (as such terms are hereinafter defined), unless sooner terminated as otherwise provided in this Lease.

1.4 **Commencement Date.** The "Commencement Date" shall mean the first to occur of (a) ten (10) days after Tenant has received from Landlord a copy of an unconditional Certificate of Occupancy for the Leased Premises and the Common Areas or (b) Tenant's taking occupancy of any portion of the Leased Premises.

1.5 **Expiration Date.** "Expiration Date" shall mean ten (10) years after the Commencement Date plus the number of days from that date until the last day of the month in which the Commencement Date occurs.

1.6 **Minimum Rent.** Minimum Rent shall mean Twenty-Seven Thousand Two Hundred Fifty-Three and 33/100 Dollars (\$27,253.33) for the first twelve (12) months of the Lease Term, and for each subsequent twelve months, an amount equal to one hundred two percent (102%) of the Minimum Rent applicable during the prior twelve months, as shown on **Exhibit B** hereto.

1.7 **Tenant's Permitted Use.** The term "Tenant's Permitted Use" shall have the meaning set forth in Recital R-2.

1.8 **Rules and Regulations.** The term "Rules and Regulations" shall mean the Rules and Regulations for the Building attached at **Exhibit C**.

1.9 **Hours of Operation.** The regularly scheduled hours of operation for the Building shall be 8:00 a.m. to 7:00 p.m., Monday through Friday, and Saturday 9:00 a.m. to 1:00 p.m., excepting holidays. Landlord shall furnish heat or air conditioning as may, in the reasonable judgment of Landlord, be required for the comfortable use and occupancy of the Premises, provided that Tenant complies with the terms of this Lease for the use and occupancy of the Premises, to or for the benefit of the Premises during such regularly scheduled hours. Floors may be subject to control by separate, automatically-timed thermostats. Tenant shall be allowed access to the Premises twenty-four (24) hours a day, seven (7) days a week.

1.10 **Landlord's Address For Notices.** The term "Landlord's Address for Notices" shall mean P. O. Box 11659, Norfolk, VA 23517.

1.11 **Landlord's Address For Rent.** P. O. Box 11659, Norfolk, VA 23517.

1.12 **Landlord's Work.** The term "Landlord's Work" shall have the meaning set forth in Section 15.1 and as shown on **Exhibit D** attached hereto.

1.13 **Tenant's Address For Notices.** The term "Tenant's Address for Notice" shall mean Attn: City Manager, City of Suffolk, 441 Market Street, Suffolk, Virginia 23434.

1.14 **Attachments:**

Landlord's Initials: ETC Tenant's Initials: QWA

- Exhibit A - Floor Plan of Leased Premises
- Exhibit B - Minimum Rent Schedule
- Exhibit C - Rules and Regulations of Building
- Exhibit D - Landlord's Work
- Exhibit E - Janitorial and Cleaning Services

2. **Premises.** Landlord leases to Tenant, and Tenant leases from Landlord, the Leased Premises described in Section 1. The Leased Premises are shown on a floor plan attached hereto and incorporated herein as **Exhibit A**. **Exhibit A** sets forth the general layout of each floor and shall not be deemed a warranty on the part of Landlord that the floor is or will be exactly as indicated on such diagram. Tenant's occupancy of the Leased Premises shall include the use in common with others entitled thereto of such parking areas, service roads, sidewalks, signs, equipment, facilities, service areas, hallways, doors, stairwells, and the like (the "Common Areas") as Landlord may, from time to time, make available to Tenant for use in common with others, subject, however, to the terms and conditions of this Lease and to all Rules and Regulations for the use thereof as may from time to time be reasonably prescribed by Landlord.

3. **Use of Leased Premises.** The Leased Premises shall be used solely for the Tenant's Permitted Use indicated in Section 1, and for no other purpose.

4. **Length and Commencement of Term; Special Termination Right.** The term of this Lease shall commence on the Commencement Date, and continue for the Term indicated in Section 1 following the Commencement Date.

So long as Tenant is not in default under the terms of this Lease and Seller is not in default under the Purchase Agreement or any other agreement with Landlord respecting the Building, if the Commencement Date has not occurred on or before four hundred twenty-five (425) days after the Closing, as defined in the Purchase Agreement, Tenant, at Tenant's sole option, shall have the right to terminate this Lease upon thirty (30) days' prior written notice to Landlord, unless Landlord causes the Commencement Date to occur within such thirty (30) day period. The calculation of the elapsed days under this Section 4 shall exclude any days when a force majeure event interferes with construction activities.

5. **Rent.** Tenant shall pay, as rent for the Leased Premises on the first day of every month during the term of this Lease, the monthly Minimum Rent provided for in Section 1 of this Lease. If the Commencement Date is not the first day of the month, rent for that month shall be prorated. If any rent or other sum is not received by Landlord within ten (10) days after due, Tenant shall pay a late charge of five percent (5%) of the overdue amount. Amounts not paid within ten (10) days of the date due shall bear interest from the due date at the rate of one and one-half percent (1.5%) per month, calculated daily. The Project is intended to qualify for a ten (10) year moratorium on reassessment provided for in the City Code of the City of Suffolk. If the Building is reassessed prior to the end of the Term, Tenant shall pay to Landlord one hundred percent (100%) of the increased real property taxes incurred by Landlord as a result of such reassessment as Additional Rent.

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6. **Payments.** All rental and other payments shall be made to Landlord at the address indicated in Section 1 of this Lease, until Landlord otherwise directs in writing. All charges, fees, and other amounts due, other than Minimum Rent, shall be deemed Additional Rent. Unless otherwise provided in this Lease or in writing, all payments of Minimum Rent and Additional Rent shall be payable monthly in advance on or before the first day of each month during the Term, without prior demand. All payments shall be made prior to the close of business (Eastern Standard Time) on the date specified for such payment and in immediately available United States funds.

7. **Trade Fixtures.** Tenant shall have the right to install its trade fixtures in the Leased Premises, provided such installation shall not interfere with either the renovation and construction of the Building or the completion of any improvements to the Leased Premises which Landlord may have specifically agreed in this Lease to perform, or with the qualification of the Project for federal or state historic tax credits, and such installation shall be at the sole risk and expense of Tenant. All trade fixtures installed in the Leased Premises by Tenant shall remain the property of, and shall be removed by, Tenant on or by the expiration of the Term, provided Tenant is not in default under this Lease, and Tenant shall promptly repair, or reimburse Landlord for the cost of repairing, all damages to the Leased Premises caused by the removal of those fixtures.

8. **Control of Common Areas and Facilities by Landlord.** The Common Areas shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right, from time to time, to establish, modify, and enforce reasonable rules and regulations with respect to the Common Areas. Without limiting the foregoing, Landlord shall have the right to construct, maintain, and operate lighting facilities on all Common Areas; to police the same; to change, in Landlord's reasonable discretion, the area, level, location, quantity, and arrangement, from time to time, of the Common Areas; to close or discontinue common use of all or any portion of the Common Areas to such extent as may be reasonably necessary, or proper to prevent a dedication or the accrual of any rights to any person or the public; and to do and perform such other acts in and to the Common Areas as Landlord, in its reasonable discretion, determines to be necessary to improve the convenience and use thereof by Tenants or their officers, agents, employees, and customers, or to improve the profitability of the Building. Landlord will operate and maintain the Common Areas in such reasonable manner as Landlord, in its reasonable discretion, shall determine from time to time. Without limiting the scope of such discretion, Landlord shall have the full right and authority to employ all personnel and to make reasonable rules and regulations pertaining to the proper operation and maintenance of the Common Areas and facilities.

9. **Parking License.** On or before the Commencement Date, Tenant, as owner of the parking facility adjacent to the east side of the Building, shall grant to Landlord, by separate written agreement, a five (5) year license providing the exclusive right to use twenty-five (25) parking spaces in such parking facility. This license shall contain the normal terms of a license with the City of Suffolk and shall also provide that:

9.1 So long as the Lease is in effect, seven (7) spaces so licensed to Landlord shall be reserved for use by the Tenant;

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9.2 The license of eighteen (18) of the spaces shall commence only at such time as the Restaurant, to be operated in the Building, has opened for business and shall lapse for so long as no Restaurant is operating in the Building. In any event, the license for these eighteen (18) spaces will terminate on the fifth (5th) anniversary of the Commencement Date; and

9.3 The location of the twenty-five (25) spaces shall be located in mutually agreeable places as close to the Building as possible.

10. Services.

10.1 Landlord shall supply to the Leased Premises, at no cost to Tenant, (i) electrical service sized properly to provide electricity sufficient for lighting and typical office equipment; (ii) back-up emergency electrical service, by means of an auxiliary power source, sufficient to power emergency lighting and Tenant's mainframe computer operations; and (iii) an electric power meter with all connection fees paid so that Tenant will be required to pay only those normal and customary charges when taking over an existing electric utility account.

10.2 Landlord shall furnish during the Hours of Operation (a) fluorescent tube replacements; (b) snow, ice, and trash removal; and (c) elevator service (powered by electrical service to be obtained and paid for by Tenant so long as Tenant is the only Tenant above the first floor). All such services shall be provided without cost to Tenant during the Hours of Operation. ~~The utility charges for electricity, water and sewer charges provided to the Leased Premises shall be separately metered with accounts for such utilities to be in Tenant's name, and Tenant shall pay all monthly charges for usage of electricity, water and sewer service provided to the Leased Premises.~~ If Tenant is furnished additional services, or if Tenant's use of the Leased Premises causes additional expense, Tenant shall pay the additional expense. If Tenant wishes to install electrical equipment such as electrical heating or refrigeration equipment, electronic data processing machines, or equipment using current which exceeds that to be furnished according to the Space Plans and Specifications, Tenant shall obtain the prior written consent of Landlord, which consent shall not be unreasonably withheld, and shall pay as Additional Rent the additional cost involved. If any required services are suspended or curtailed due to accident, emergency, mechanical breakdown, or any other cause beyond Landlord's reasonable control, Landlord shall restore the services with reasonable dispatch, but Landlord shall not have any responsibility or liability for the curtailment or suspension of services and there shall be no abatement of rent or other effect on Tenant's obligations under this Lease provided Landlord acts with reasonable dispatch. Any security measures that Landlord may provide are for the protection of the Building only and shall not be relied upon by Tenant to protect Tenant or its employees, or Tenant's or its employees' property.

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11. Maintenance by Landlord. Landlord shall maintain the Building, including the exterior, windows, all structural components, mechanical equipment, plumbing, heating and cooling systems, in first-class condition and repair. Subject to the following section, Landlord shall, within a reasonable time after having received written notice from Tenant of such a need, make such repairs to the Building as may be necessary to keep the Building in good condition and repair. Landlord will not be responsible for any damage resulting from any leak or defect in the plumbing, roof, sidewalls, gutters, or downspouts unless such damage is due to Landlord's failure

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to repair such defect within a reasonable time after Landlord has received notice from Tenant of the need to repair such defect.

12. **Maintenance by Tenant.** Excluding maintenance which is the responsibility of Landlord, Tenant shall, at its expense, be responsible for all janitorial and cleaning services for the Leased Premises and shall make such repairs to (i) the Leased Premises as may be necessary to keep the Leased Premises in good, clean, first-class condition, normal wear and tear excepted, and (ii) the Building as may be required by damage thereto caused by the negligence or willful act of Tenant or any of its agents, employees, contractors, licensees, or invitees. Tenant shall make no alterations in the Leased Premises except as specifically authorized herein.

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13. **Sundry Covenants of Tenant.** Tenant shall: (a) comply with all federal, state, and municipal laws, ordinances, and regulations relating to the Leased Premises and its Permitted Use, including, without limitation, all environmental laws, rules and regulations (collectively the "Environmental Laws"); (b) notify Landlord immediately upon receipt of all notices or other communications by governmental authorities regarding possible or actual noncompliance with laws, ordinances, or regulations, and (c) not use or permit to be used the Leased Premises for any illegal or immoral purpose.

The Leased Premises shall not be used by Tenant or by Tenant's agents, employees, invitees or independent contractors for the treatment, storage, use, or disposal of toxic or hazardous wastes or substances, or any other substance, exposure to which is prohibited, limited, or regulated by a governmental or quasi-governmental authority or which, even if not so regulated, could or does pose a hazard to the health and/or safety of the occupants of the Building or surrounding property.

14. **Improvements.** Any improvements Tenant makes to the Leased Premises shall be made at Tenant's sole cost and expense and subject to the terms of this Lease. Tenant shall obtain Landlord's approval prior to making any improvements, which approval shall be in writing and shall not be unreasonably withheld.

15. **Landlord's Buildout of Leased Premises.**

15.1 **Landlord's Work.** Under this Section 15, Landlord has agreed to perform certain improvements to the Leased Premises (the "Landlord's Work") more particularly described in Exhibit D attached hereto. The Landlord's Work shall be in accordance with the provisions of Sections 15.2 - 15.6 below.

15.2 **Cost of the Work.** Except as otherwise provided herein, Landlord shall pay all costs (the "Costs of Landlord's Work") associated with Landlord's Work whatsoever, up to a maximum of Two Hundred Thirty-Three Thousand Six Hundred Dollars (\$233,600.00). The Costs of Landlord's Work shall include a ten percent (10%) fee for Landlord's construction monitoring and supervision services.

Prior to commencing the Landlord's Work, Landlord shall provide Tenant with a written itemized statement of the total of the Costs of Landlord's Work. Upon approval of

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the total of Costs of Landlord's Work, the Tenant shall be responsible for payment to Landlord on the Commencement Date of the Costs of Landlord's Work minus Two Hundred Thirty-Three Thousand Six Hundred Dollars (\$233,600.00). If the actual Costs of Landlord's Work exceed the figure given to Tenant, Landlord shall be responsible for payment of such excess.

15.3 **Space Plan and Specifications.** The Landlord's Work is contemplated to include the Space Plans and Specifications described in the Development Plans approved by the Seller on Tenant's behalf pursuant to the Purchase Agreement (the "Space Plans and Specifications"). The Seller shall have authority to approve modifications of the Development Plans, including the Space Plans and Specifications, on Tenant's behalf.

15.4 **Compliance.** Landlord's Work shall comply in all respects with the following: (a) the Building Code of the City of Suffolk and the Commonwealth of Virginia and State, County, City or other laws, codes, ordinances and regulations (including, but not limited to, the Americans with Disabilities Act of 1990), as each may apply according to the rulings of the controlling public official, agent or other such persons; and (b) applicable standards of the National Board of Fire Underwriters and National Electrical Code.

15.5 **Performance.**

15.5.1 Landlord's Work shall be performed in a thoroughly safe, first class and workmanlike manner in conformity with the approved Space Plans and Specifications, and shall be in good and useable condition at the date of completion;

15.5.2 Landlord shall be required to obtain and pay for all necessary permits and/or fees with respect to Landlord's Work, and the same shall be shown to Tenant prior to commencement of the Work; and

15.5.3 The approval of Landlord's plans and specifications by Tenant, and the recommendations or approvals concerning contractors, subcontractors, space planners, engineers or architects by Tenant, shall not be deemed a warranty as to the quality or adequacy of the Work, or the design thereof, or of its compliance with laws, codes and other legal requirements.

15.5.4 Landlord shall commence construction of Landlord's Work on or before five (5) days after the closing ("Closing") on the acquisition of the Project by Landlord and shall diligently pursue completion of Landlord's Work. Landlord's Work shall be completed no later than four hundred twenty-five (425) days after Closing.

15.6 **Insurance.** If required by law, Tenant and Landlord shall carry Virginia Workers' Compensation Insurance covering all of their respective employees for all Virginia statutory Workers' Compensation benefits including Employers Liability Insurance in the amount required by law. Landlord shall maintain, after the Commencement Date, a Commercial General Liability insurance policy with a General Aggregate Limit of \$2,000,000, Products-Completed Operations Aggregate of \$2,000,000, Personal and Advertising Injury with a \$1,000,000 Limit, Each Occurrence Limit of \$1,000,000, Fire Damage Limit (Any One Fire) of

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\$50,000 and Medical Expense Limit (Any One Person) of \$5,000. The Commercial General Liability policy will name Tenant as an additional insured. Landlord (at any time while Landlord owns or operates a motor vehicle) and Tenant will also provide a Business Automobile Policy to include coverage for at least \$1,000,000 Combined Single Limit of Liability arising out of the ownership, use, maintenance or operation of any motor vehicle.

15.7 **Inspection During Construction.** Tenant shall have the right to periodically enter the Leased Premises during construction to conduct inspections at its own risk. Tenant shall cause no loss, damage to, or disruption of the Landlord's Work by its activities on the Leased Premises.

15.8 **Inspection Upon Completion.** Landlord and Tenant shall conduct an inspection of the Leased Premises upon completion of Landlord's Work at which time the condition of the Leased Premises shall be noted and documented for purposes of determination of the relative condition upon Tenant's surrender of the Leased Premises upon expiration of the Lease Term or earlier termination.

16. **Assignment and Subletting.** Without Landlord's prior written consent, Tenant shall have the right to assign, transfer, mortgage, pledge, hypothecate, or encumber this Lease or any interest under this Lease. Tenant shall not (a) sublet or grant concessions of or to the Leased Premises, in whole or in part except upon the prior written consent of Landlord, which shall not be unreasonably withheld; or (b) except as otherwise permitted by this paragraph, allow any person (other than Tenant, its employees, agents, servants, and invitees) to occupy or use all or part of the Leased Premises. No assignment or subletting permitted by Landlord shall release Tenant of its obligations or alter the Tenant's Permitted Use or the primary liability of Tenant to pay rent and perform all its other obligations under this Lease.

17. **Condemnation.** If the whole or any part of the Leased Premises shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction, or remodeling of any part of the Leased Premises, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord (or Tenant, if more than ten percent (10%) of the Leased Premises is taken, or if access to the Leased Premises or any common restrooms serving the same is materially impaired) shall have the option to terminate this Lease upon ninety (90) days' notice, provided such notice is given no later than 180 days after the date of such taking, condemnation, configuration, vacation, deed, or other instrument. Landlord shall be entitled to receive the entire award or payment in connection therewith, and Tenant waives any right it may have to any such award or payment. All rent shall be apportioned as of the date of such termination or the date of such taking, whichever shall first occur. If any part of the Leased Premises shall be taken, and this Lease shall not be so terminated, the rent shall be proportionately abated.

18. **Damage by Fire or Other Casualty.** If the Leased Premises or a substantial portion of the Building is damaged by fire or other casualty during the Term, Landlord shall restore the Leased Premises with reasonable dispatch to substantially the same condition they were in prior

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to such damage, insofar as the proceeds from Landlord's insurance permit and such proceeds are made available to Landlord to effect such restoration. Landlord shall have no liability to restore any improvements as may have been made to the Leased Premises, whether before or after the date of this Lease, nor to restore any of Tenant's fixtures, decorations, equipment, furniture, or inventory. If the Leased Premises are rendered untenable in whole or in part as a result of such damage, the Minimum Rent and Additional Rent payable shall be equitably and proportionately abated (according to loss of use) during the period intervening between the date of such damage and the date the Leased Premises are restored. If Landlord's mortgagee does not make all insurance proceeds available to Landlord to restore the Building, or if Landlord determines that restoration is not economically justified, Landlord may terminate this Lease by notice to Tenant. Landlord shall give any such notice no later than ninety (90) days after the date of such casualty or within thirty (30) days after the Lender refuses to make the insurance proceeds available to Landlord.

If the Leased Premises are a substantial portion of the Building as damaged by fire or other casualty during the last three (3) years of the Term, and Tenant reasonably determines that restoration of the Leased Premises will take longer than one hundred eighty (180) days, or the damage occurs during any portion of the Term and Tenant reasonably determines that restoration of the Leased Premises will take longer than two hundred fifty (250) days, then in either situation, Tenant may, at its option, terminate this Lease on condition that such notice is given within ninety (90) days after damage. If Tenant elects to terminate this Lease, all rent payable shall be abated as of the date of such damage, and Tenant shall remove all of its property from the Leased Premises within thirty (30) days after notice of termination is given, provided Tenant is not in default at that time.

19. Insurance.

19.1 Tenant shall have the right to self-insure Tenant's rights and obligations under this Lease, in the manner customarily done by Tenant in such instances.

19.2 Landlord shall maintain for its own benefit, upon such terms as Landlord reasonably deems appropriate, a casualty insurance policy on the Building in an amount no less than \$3,000,000, with an inflation adjustment provision, and a combined single limit bodily injury and property damage liability insurance policy. If Tenant's use or occupancy of the Leased Premises causes any increase in Landlord's insurance premiums, Tenant shall pay the increase as Additional Rent.

19.3 Each such policy required under this Section 19 shall also contain a provision prohibiting cancellation without thirty (30) days' prior written notice to Landlord or its designee. Certificates of such insurance policies shall be delivered to all parties promptly after the issuance of the respective policies, and annually thereafter. If either party fails to provide or maintain any such insurance, the other party may (but shall not be obligated to) do so and collect the cost thereof as Additional Rent.

20. Waiver of Subrogation. Tenant waives all claims against Landlord for any damage or loss Tenant may suffer which is capable of being insured against under an all risks

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property insurance policy, regardless of whether Tenant has such a policy in place; and all insurance policies carried by Tenant covering the Leased Premises, its contents, or any part thereof, shall contain an express waiver of any right of subrogation against Landlord by the issuer of the policy. Landlord waives all claims against Tenant for any damage or loss Landlord may suffer which is covered by an insurance policy carried by Landlord (or which Landlord is required to carry under this Lease); and all insurance policies carried by Landlord covering the Leased Premises, its contents, or any part thereof, shall contain an express waiver of any right of subrogation against Tenant by the issuer of the policy.

21. **Default.**

21.1 **Events of Default.** If (i) Tenant fails to pay any item of rent when due, whether Minimum Rent, Additional Rent, or any other sum within ten (10) days after receipt of Landlord's written notice thereof, or (ii) if Tenant breaches any of its non-monetary obligations contained in this Lease and such breach continues for thirty (30) days after receipt of Landlord's written notice thereof, or (iii) any event of bankruptcy or insolvency as stated in Section 21.6 below occurs, then subject to the cure provisions set forth below, Tenant shall be in default.

21.2 **Remedies.** If Tenant is in default, Landlord, at its option, may in addition to its rights under applicable law (i) terminate this Lease and re-enter the Leased Premises or any part thereof, repossess the same and expel Tenant and those claiming through Tenant, and remove Tenant's or their personal property without being deemed guilty of any manner of trespass and reserving Landlord's right to collect rent for the balance of the Term as if the Lease had not been terminated and continue to collect the rent and all other sums payable as they become due, and/or re-lease the Leased Premises on Tenant's behalf, crediting Tenant with any income received as a result of the re-leasing after deducting all Landlord's reasonable expenses, and other costs relating thereto, and reasonable attorney's fees; (ii) terminate Tenant's right of possession without terminating this Lease and continue to collect the rent and all other sums payable as they become due, and/or re-lease the Leased Premises on Tenant's behalf, crediting Tenant with any income received as a result of the re-leasing after deducting all Landlord's expenses and other costs relating thereto, and reasonable attorney's fees; (iii) seek any other remedy provided by law, equity, and/or elsewhere in this Lease; and/or (iv) resort to any combination of the remedies set forth in this Lease and applicable law. In the event of termination of Tenant's right of possession and/or termination of this Lease by Landlord, Landlord shall use due diligence to mitigate damages and to relet the Leased Premises.

21.3 **Costs Incurred by Landlord.** Tenant shall pay to Landlord upon demand all expenses, including without limitation the reasonable fees and disbursements of attorneys, accountants, architects, agents, and others, incurred by Landlord as a result of Tenant's failure to perform one or more of its obligations under this Lease or as a result of an action or proceeding brought against Landlord by Tenant in which Landlord prevails. Landlord shall pay Tenant's reasonable costs and attorney's fees incurred in any suit against Landlord for Landlord's breach of this Lease in which Tenant prevails. Tenant shall pay interest on any damages or costs incurred by Landlord which Tenant is obligated to pay hereunder at the rate of eight percent (8%) per annum, compounded monthly.

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21.4 **Tenant's Right to Cure.** If the nature of a non-monetary default is such that it cannot be performed or discontinued by Tenant within thirty (30) days after Landlord's written notice, Landlord shall not exercise any remedy permitted under this Section if Tenant commences the performance or discontinuance within such thirty (30) day period and diligently pursues the same to completion, but such extended cure period shall not exceed ninety (90) days. This thirty (30) day right to cure period may be reduced by Landlord in its notice to a shorter period required by a governmental notice of violation, or by code, law, rule, regulation, or existing emergency.

21.5 **Landlord's Right to Perform Tenant's Obligations.** If Tenant fails to perform any of its obligations under this Lease, Landlord, after thirty (30) days' notice to Tenant, may (but shall not be obligated to) perform such obligation(s) for the account of and at the expense of Tenant; provided that, in an emergency, only such notice as is reasonable under the circumstances need be given.

21.6 **Bankruptcy or Insolvency.** If at any time after the date of this Lease (i) a proceeding in bankruptcy, insolvency, or reorganization is instituted against Tenant pursuant to any federal or state law now or hereafter enacted; or (ii) a receiver or trustee of all or any portion of the business or property of Tenant is appointed; or (iii) an execution or attachment is issued against Tenant or any of their respective businesses or property or against the Leasehold estate created by this Lease, and such proceeding, process, or appointment is not discharged and dismissed within sixty (60) days after the date of such institution, appointment, or issuance; or if (iv) Tenant is adjudged a bankrupt or insolvent; or (v) Tenant makes an assignment for the benefit of creditors; or (vi) Tenant files a voluntary petition in bankruptcy or petitions for (or enters into an arrangement for) reorganization, composition, or any other arrangement with its or their creditors under any federal or state law now or hereafter enacted; or (vii) this lease or the estate of Tenant herein passes or devolves upon, by operation of law or otherwise, anyone other than Tenant, then Landlord shall have the right to treat such occurrence as an event of default; Landlord, however, shall not be required to give Tenant notice of such event of default before pursuing any remedy provided for in this Lease or by applicable law.

22. **Waiver by Landlord.** Landlord's failure to insist upon strict performance by Tenant of any obligation under this Lease, irrespective of the length of time for which such failure continues, shall not be construed as a waiver or relinquishment of Landlord's right to demand strict compliance in the future. The receipt and acceptance by Landlord of rent with knowledge of the breach of any obligation hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been agreed upon unless expressed in a writing signed by the parties.

23. **Liens.** Excluding services and maintenance to be provided by Landlord and as otherwise provided herein, Tenant shall pay all sums of money due for labor, services, materials, supplies, and equipment furnished at Tenant's request with respect to the Leased Premises or any other part of the Building. If a mechanic's, materialman's, or other lien (or notice of intent to file such a lien) is filed or recorded against the Leased Premises, the Building, or Landlord's interest in either, based upon labor, services, materials, supplies, equipment, or the like ordered, or alleged to have been ordered by Tenant, Tenant shall cause such lien to be discharged of record within thirty

Landlord's Initials: FTG Tenant's Initials: WA

(30) days after Tenant first has knowledge of such lien. If such lien is not discharged within the thirty (30) day period, Landlord may (but shall not be obligated to) cause such discharge by (i) payment to the lienor, (ii) deposit of substitute security with a court having jurisdiction, (iii) bonding, or (iv) such other means chosen by Landlord; and the entire cost of the discharge shall be paid to Landlord by Tenant upon demand. Tenant shall, upon request, furnish Landlord with contractors' affidavits, full and final waivers of right to lien, and receipted bills covering all labor and materials expended and used in or about the Leased Premises by or at the request of Tenant.

24. **Signs, Awnings, and Canopies.** Tenant shall not place or display (or cause to be placed or displayed) on any exterior door, wall, or window of the Leased Premises any sign, awning, canopy, advertising matter, or other thing of any kind, and shall not place or display any decoration, lettering, or advertising matter on the glass of any window or door of the Leased Premises, without Landlord's prior written approval which shall not be unreasonably withheld. Tenant shall maintain such sign, awning, canopy, decoration, lettering, advertising matter, or other thing, as may be approved by Landlord, in good condition and repair at all times. Specific criteria regarding signage may be set forth on an Exhibit or in the Rules and Regulations.

25. **Exhibits, Addenda, Rules, and Regulations.** All Exhibits, Addenda and Rules and Regulations appended to this Lease are hereby incorporated into this Lease, and Tenant shall comply with and observe the same. Tenant's failure to comply with and observe the same shall constitute a breach of this Lease. Landlord reserves the right to reasonably amend, supplement, or add to the Rules and Regulations from time to time.

26. **Surrender of Premises.** On expiration or sooner termination of the Term, Tenant shall surrender to Landlord the Leased Premises and all Tenant's improvements and alterations, broom clean, in good order, condition, and repair, except for ordinary wear and tear or condemnation or destruction of the Leased Premises not caused by Tenant or its agents, contractors or invitees, and except for trade fixtures that (i) Tenant has removed, or (ii) Landlord has not requested to be removed. Tenant shall also deliver to Landlord all keys and entry cards to the Leased Premises, remove all its personal property, and make all repairs and reimbursements required pursuant to this Lease. Landlord may elect to retain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the premises on expiration or termination of the Term. Title to any such alterations or Tenant's personal property that Landlord elects to retain after expiration of the Term shall vest in Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such alterations or personal property. Tenant shall pay Landlord upon demand the reasonable cost of repairing any damage to the Leased Premises caused by the removal of Tenant's trade fixtures and other property, whether such removal is by Landlord or by Tenant.

27. **Holdover.** The parties recognize and agree that the damage to Landlord resulting from any failure by Tenant to timely surrender possession of the Leased Premises will be extremely substantial, will exceed the amount of the Minimum Rent payable under this Lease, and will be impossible to measure accurately. Tenant therefore agrees that if possession of the Leased Premises is not surrendered to Landlord within twenty-four (24) hours after the date of the expiration or termination of the Term, then Tenant shall pay, for each month and for each portion of any month during which Tenant holds over in the Leased Premises after the expiration or

Landlord's Initials: PTG Tenant's Initials: POA

termination of the Term, one hundred fifty percent (150%) of the aggregate of that portion of the Minimum Rent which was payable under this Lease during the last month of the Term. Nothing contained in this Lease shall be deemed to permit Tenant to retain possession of the Leased Premises after the expiration of the Term; however, Tenant may hold over on a month-to-month basis at the then existing Minimum Rent with the written permission of Landlord. The provisions of this Section shall survive the expiration or termination of the Term.

28. **Subordination and Attornment.** This Lease is and shall be subject and subordinate to any mortgage, deed of trust, underlying leasehold estate, or other arrangement or right to possession (collectively, "Prior Interest") that may now or hereafter be placed upon or affect the Leased Premises or the Land of which the Leased Premises is a part, or against any building hereafter placed upon the land of which the Leased Premises is a part, to all advances to be made thereunder, to the interest and principal payable thereon, and to all renewals, replacements, modifications, consolidations, and extensions thereof, provided that the documents creating the Prior Interest require that Tenant's rights under this Lease be recognized and that Tenant's quiet possession shall not be disturbed so long as Tenant is not in default. Upon Landlord's request Tenant shall execute and deliver such documents, in such terms as Landlord reasonably requests, to evidence the same. Upon request, Tenant shall agree to provide to any mortgagee copies of correspondence and notices that Tenant gives to landlord and to allow such mortgagee an additional thirty (30) days to cure, on Landlord's behalf, any default of Landlord hereunder, and to provide such other reasonable assurances as such mortgagee may reasonably request. Upon request of any such mortgagee, Tenant shall attorn to and acknowledge the foreclosure purchaser or purchasers as Landlord hereunder, provided the foreclosure purchaser or purchasers as successor landlord agrees in writing to recognize Tenant's rights under this Lease and that Tenant's quiet possession shall not be disturbed so long as Tenant is not in default. Tenant shall execute and deliver to any mortgagee of the Building a Subordination, Nondisturbance and Attornment Agreement consistent with the provisions of this Section 28 and containing such other reasonable provisions as such mortgagee may request.

29. **Estoppel Certificates.** Upon the request of Landlord or Tenant, the other party shall execute, acknowledge, and deliver to the requesting party a written statement, addressed to such person as the requesting party may direct, (a) certifying whether this Lease is in full force and effect and unmodified (or if modified, specifying the modifications), and whether the other party is in default under this Lease (if a default is alleged, specifying the default), (b) stating the date to which rent and any other charges have been paid by Tenant, and (c) certifying or stating such other matters as may be reasonably requested.

30. **Subject to Appropriation.** Regardless of any other provision of this Lease, Tenant's obligations to pay the Minimum Rent hereunder are subject to and contingent upon an annual appropriation by the City Council of the City of Suffolk of the funds necessary to pay all sums due from Tenant under this Lease. The City Manager agrees to include a request for an amount sufficient to satisfy the Tenant's annual Minimum Rent obligation in the Tenant's annual budget for each fiscal year and to use his or her best efforts to secure an appropriation prior to the commencement of each fiscal year for the sums due from Tenant under the Lease during that fiscal year.

Landlord's Initials: FTG Tenant's Initials: [Signature]

31. **Right of Entry.** Upon reasonable advance notice from Landlord to Tenant, Tenant shall allow Landlord or its representatives to enter the Leased Premises at any reasonable hour to inspect the same, to make any repairs or renovations deemed necessary or desirable, or to show the premises to prospective tenants during the last six (6) months of the lease term, purchasers, or lenders; and six months before the Term expires, Landlord may place "For Rent" or similar signs about the Leased Premises.

32. **Force Majeure.** Whenever Tenant or Landlord is required by the terms of this Lease or by law to perform any contract, act, work, labor or services, or to discharge any lien against the Leased Premises, or to perform and comply with any laws, rules, orders, ordinances, or regulations, but is unable to perform such act(s), then Tenant or Landlord, as appropriate, shall not be deemed to be in default and the other party shall not enforce or exercise any of its rights under this Lease, if and so long as nonperformance or default is directly caused by strikes, non-availability of materials, war or national defense preemptions, governmental restrictions, acts of God, acts of the other party, or other similar causes beyond the reasonable control of the non-performing party. Tenant and Landlord shall in any event pay any sum of money required to discharge any lien incurred by them if at any time the Leased Premises, or any part thereof, is in danger of being foreclosed, forfeited, or lost by reason of such lien.

33. **Limitation of Landlord's Liability.** Except to the extent insurance proceeds are actually received by Landlord, Landlord shall not be responsible or liable for latent defects, deterioration, or change in the condition of the Building, the Common Areas, or the Leased Premises, or for any damage resulting therefrom, whether to person or property, or for loss to any property of Tenant as a result of theft or misplacement, or for inconvenience, business interruption, or loss of business of Tenant for any reason. Regardless of any other provision in this Lease, if Landlord defaults in the performance of any of its obligations under this Lease, Tenant agrees to look solely to Landlord's interest in the Building or to the undistributed proceeds of any sale of the Building, any rental income and insurance proceeds for the satisfaction of any judgment obtained by Tenant as a result of any default, and Tenant shall not seek any personal money judgment against Landlord or any of its officers, directors, stockholders, or partners. The foregoing shall not be deemed to limit Tenant's right, if any, to obtain injunctive relief or specific performance.

34. **Notices.** Any notice, demand, consent, request, or other communication required or permitted under this Lease shall be in writing and shall be given by hand delivery or sent by the United States mail by certified mail, return receipt requested, postage prepaid, and addressed as indicated in Section 1 of this Lease. Notice shall be deemed given when hand delivered or three (3) days after deposit for delivery by a recognized overnight courier service, or five (5) days after deposit with the United States Postal Service. The parties may change their respective addresses by written notice to all other parties.

35. **Quiet Enjoyment.** Landlord covenants that Tenant, on paying all rents and performing all the obligations set forth in this Lease, shall have and enjoy quiet and peaceable possession of the Leased Premises during the Term.

36. **Entire Agreement.** This Lease contains the entire agreement between the parties with respect to the leasing of the Leased Premises and supersedes, merges and replaces all prior

Landlord's Initials: FTG Tenant's Initials: RSW

written or oral agreements, negotiations, offers, representations, and warranties with respect to the leasing of the Leased Premises. This agreement cannot be altered, waived, or modified in any way, including the provisions of this Section, except in a writing signed by the parties. No course of dealing between the parties, no usage of trade, and no parol or outside evidence of any nature shall be used to modify, interpret, or supplement any provision of this Lease.

37. **Survival.** The representations, warranties, and agreements of the parties contained in this Lease and in all other documents delivered in connection with this Lease shall survive the expiration or sooner termination of this Lease.

38. **Severability.** If any provision of this Lease is unenforceable, the remainder of this Lease shall continue in effect and be construed as if the unenforceable provision had not been contained in this Lease. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

39. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns; provided, however, that this Section shall not be construed to permit the assignment of this Lease except as expressly provided.

40. **Third Party Beneficiaries.** The provisions of this Lease are intended to benefit only the parties to this Lease. No person not a party to this Lease shall be deemed a third party beneficiary of this Lease, nor shall any such person be authorized or empowered to enforce the provisions of this Lease, except to the extent such a person becomes a permitted assignee of one of the parties.

41. **Venue.** Regardless of what venue would otherwise be permissive or required, the parties stipulate that all actions arising under or affecting this Lease shall be brought in the Circuit or General District Courts of the City of Suffolk, Virginia, the parties agreeing that such forum is mutually convenient and bears a reasonable relationship to this Lease.

42. **Consent to Jurisdiction and Service of Process.** The parties irrevocably submit to the jurisdiction of the state courts of the Commonwealth of Virginia and to the jurisdiction of the United States District Court for the Eastern District of Virginia, for the purpose of any suit, action, or other proceeding arising under or affecting this Lease.

43. **Counting Days.** In computing the number of days for purposes of this Lease, all days shall be counted including weekends and holidays; provided, however, that if the last day for taking any action under this Lease shall fall on a Saturday, Sunday, or banking holiday, the time for taking such action shall be extended to the next regular business day.

44. **Number and Gender.** When used in this Lease, the singular includes the plural, the plural includes the singular, and the use of any gender includes any other gender, as circumstances may require. The term "person" includes both natural persons and entities.

Landlord's Initials: FTG Tenant's Initials: PWA

45. Headings. The headings contained in this Lease are for the convenience of the parties only, and are not a part of the substantive agreement of the parties nor shall they affect the meaning or interpretation of any provision of this Lease in any way.

46. Counterparts. This Lease may be executed in multiple counterparts. When at least one copy of this Lease has been executed by each party to this Lease, this Lease shall be in full force and effect, and all of such counterparts shall be read together as a single agreement.

47. Recording. Upon request of either Tenant of Landlord, the parties shall execute a short form of this Lease on a written document witnessed and acknowledged in form capable of being recorded in the public records, which short form Lease shall be recorded at the sole cost and expense of the party requesting the same in the Clerk's Office of the Circuit Court of the city wherein the Leased Premises are located.

48. No Agents Utilized. Landlord warrants that it has dealt with no broker or agent in connection with this Lease. Tenant warrants to Landlord that Tenant has dealt with no broker or agent in connection with this Lease.

[SIGNATURES BEGIN ON NEXT PAGE]

Landlord's Initials: FTG Tenant's Initials: REN

IN WITNESS WHEREOF each corporate party hereto has caused this Lease to be executed in its name and behalf by its duly authorized officer or agent.

LANDLORD: 100 NORTH MAIN, L.L.C., a Virginia limited liability company

By: [Signature]
Title: Managing Member
Date: 3-10-03

TENANT: CITY OF SUFFOLK, a Virginia municipality

By: [Signature]
Title: City Manager
Date: March 7, 2003

SEEN AND APPROVED BY:

INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF SUFFOLK

By: [Signature]
John C. Harrell, Chairman

The undersigned joins in the execution of this Lease for the purpose of agreeing to comply with the obligations of the City Manager under Section 30 hereof.

[Signature]
City Manager

Attest: [Signature]
City Clerk

Approved as to form:
[Signature]
City Attorney Helivi L. Holland, Asst.

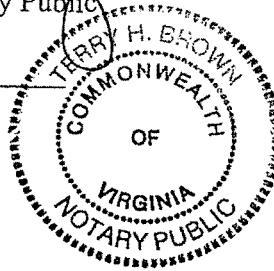
Landlord's Initials: FTG Tenant's Initials: [Signature]

COMMONWEALTH OF VIRGINIA
CITY OF Virginia Beach, to-wit:

The foregoing instrument was acknowledged before me this 10 day of March, 2007³
by Frank T. G Adams as Managing Member of 100 North Main,
L.L.C., a Virginia limited liability company.

Terry H. Brown
Notary Public

My Commission expires: 10/31/03



COMMONWEALTH OF VIRGINIA
CITY OF Suffolk, to-wit:

The foregoing instrument was acknowledged before me this 7th day of March, 2007³
by R.S. Herbert as City Manager of the City of
Suffolk, a Virginia municipality.

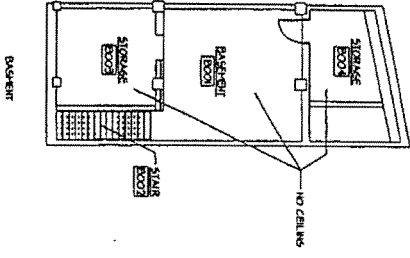
Kathy B. Grady
Notary Public

My Commission expires: June 30, 2006

Landlord's Initials: FTC Tenant's Initials: RS

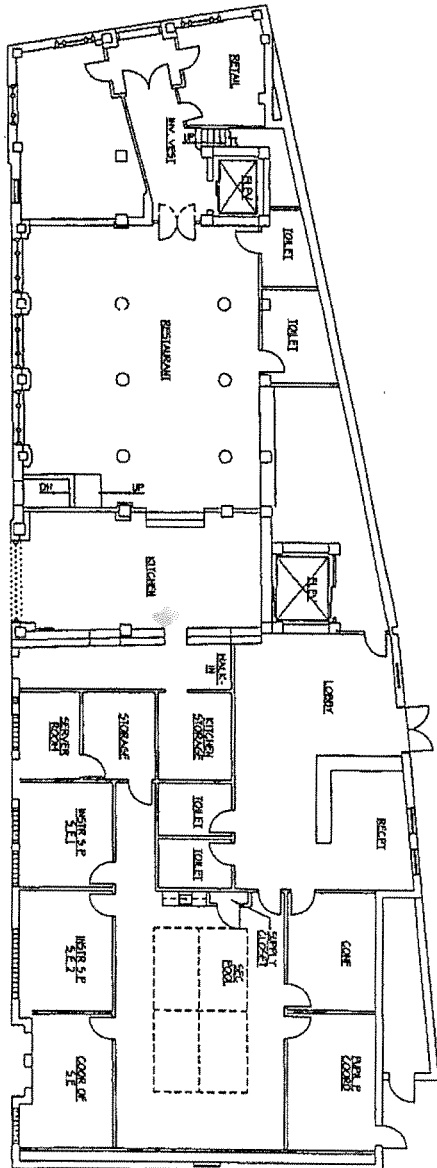
EXHIBIT A
FLOOR PLANS

Landlord's Initials: FTG Tenant's Initials: TGG



BASEMENT REFLECTED CEILING PLAN

SCALE: 1/16"=1'-0"



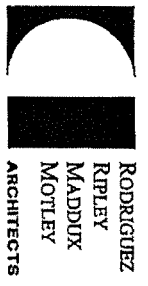
FIRST FLOOR NEW WORK PLAN

SCALE: 1/16"=1'-0"

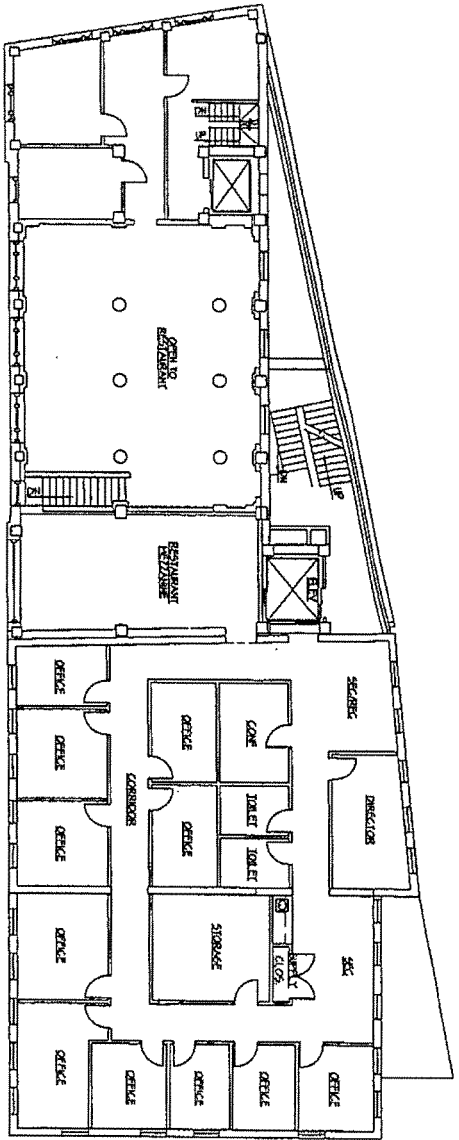
(SPECIAL EDUCATION PUPIL PERSONNEL)

1069
FTZ

GRAPHIC SCALE:



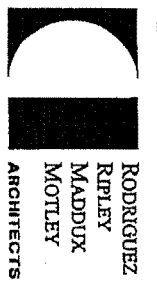
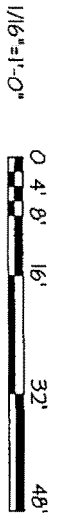
FIRST FLOOR NEW WORK PLAN		Sketch no
PROFESSIONAL BUILDING		SK-1
SUFFOLK, VIRGINIA		of 1
Project no 0218000	date FEBRUARY 3, 2003	dwg no
		scale: AS NOTED



**SECOND FLOOR/MEZZANINE
NEW WORK PLAN**

SCALE: 1/16"=1'-0" (FINANCE DEPARTMENT)

GRAPHIC SCALE:

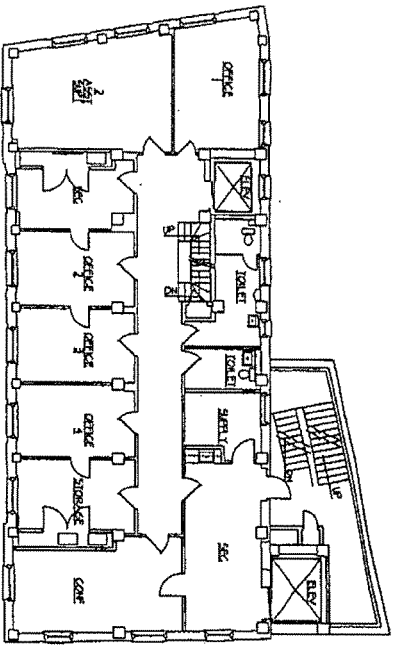


**RODRIGUEZ
RIPLEY
MADDDUX
MOTLEY
ARCHITECTS**

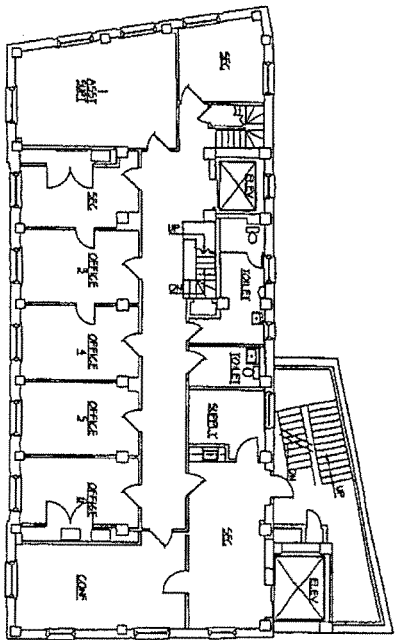
SECOND FLOOR/MEZZANINE NEW WORK PLAN
PROFESSIONAL BUILDING
SUFFOLK, VIRGINIA

project no 0218000 date FEBRUARY 3, 2003

sketch no **SK-2**
of 1
dwg no .
scale: AS NOTED

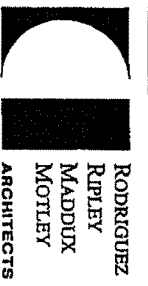


NEW WORK FIFTH FLOOR PLAN
 SCALE: 1/16"=1'-0"
 (ELEMENTARY INSTRUCTION)



NEW WORK SIXTH FLOOR PLAN
 SCALE: 1/16"=1'-0"
 (SECONDARY INSTRUCTION)

GRAPHIC SCALE:
 0 4' 8' 16' 32' 48'



**RODRIGUEZ
 RUPLE
 MADDUX
 MOTLEY
 ARCHITECTS**

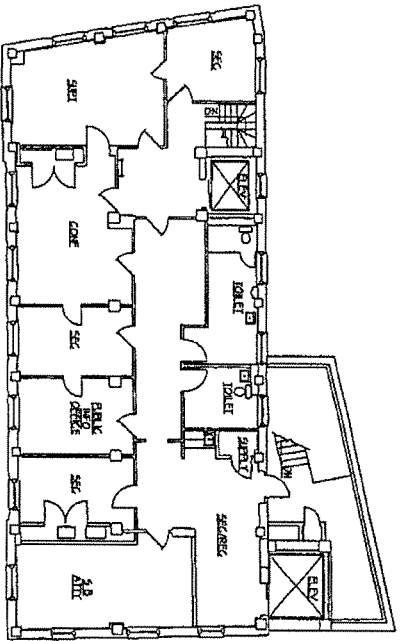
FIFTH AND SIXTH FLOOR NEW WORK PLANS
PROFESSIONAL BUILDING
 SUFFOLK, VIRGINIA

project no 0218000 date FEBRUARY 3, 2003

sketch no SK-4 of 1

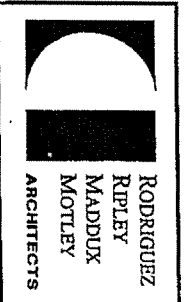
dwg no .

scale: AS NOTED



NEW WORK SEVENTH FLOOR PLAN
 (SUPERINTENDENT)
 SCALE: 1/16"=1'-0"

GRAPHIC SCALE:



SEVENTH FLOOR NEW WORK PLAN
PROFESSIONAL BUILDING
 SUFOLK, VIRGINIA

project no. 02180.00 date FEBRUARY 3, 2003

sketch no. **SK-5**
 of 1
 dwg no. *
 scale: AS NOTED

EXHIBIT B

MINIMUM RENT SCHEDULE

Monthly Minimum Rent for each twelve month period after Commencement Date (a "Lease Year"):

Lease Year 1:	✓ \$27,253.33	03/04
Lease Year 2:	✓ \$27,798.42	04/05
Lease Year 3:	\$28,354.33	05/06
Lease Year 4:	\$28,921.42	06/07
Lease Year 5:	\$29,499.92	07/08
Lease Year 6:	\$30,089.83	08/09
Lease Year 7:	\$30,691.67	09/10
Lease Year 8:	\$31,305.50	10/11
Lease Year 9:	\$31,931.58	11/12
Lease Year 10:	\$32,570.25	12/13

*- operating lease indicates
5 months / 8 months*

03/04 - start -	12/03 - 4/04 =	27,253.33 =	7 months
	7/04 - 6/05 =	27,253.33 =	4 months July Aug Sept
		27,798.42 =	8 months
	07/05 - 6/06 =	27,798.42 =	4 months = 111,192.68
		28,354.33 =	8 months = 226,234.64
	07/06 - 06/07 =	28,354.33 =	5 months = 141,771.65
		28,921.42 =	7 months = 202,449.96
	07/07 - 06/08 =	28,921.42 =	5 months = 144,607.10
		29,499.92 =	7 months = 206,499.44
	07/08 - 06/09 =	29,499.92 =	5 months = 147,499.60
		30,089.83 =	7 months = 210,628.81
	07/09 - 06/10 =	30,089.83 =	5 months } 365,290.84
		30,691.67 =	7 months }
	07/10 - 06/11 =	30,691.67 =	5 months } 372,596.85
		31,305.50 =	7 months }
	07/11 - 06/12 =	31,305.50 =	5 months } 380,048.86
		31,931.58 =	7 months }
	07/12 - 06/13 =	31,931.58 =	5 months } 387,649.65
		32,570.25 =	7 months }
	07/13 - 10/13 =	32,570.25 =	4 months

*Jan - July = 7
Aug - Dec = 5*

Landlord's Initials: FTG Tenant's Initials: 106

EXHIBIT C

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or used for any purpose other than ingress and egress. The halls, passages, entrances, elevators, stairways, balconies and roof are not for the use of the general public, and Landlord shall in all cases retain the right to control or prevent access thereto by all persons whose presence in the judgment of Landlord shall be prejudicial to the safety, character, reputation or interests of Landlord and its tenants, provided that nothing herein contained shall be construed to prevent such access by persons with whom Tenant normally deals in the ordinary course of its business unless such persons are engaged in illegal activities. Tenant and no employees of Tenant shall go upon the roof of the Building without the written consent of Landlord.

2. No awnings or other projections shall be attached to the outside walls or surfaces of the Building nor shall the interior or exterior of any windows be coated without the prior written consent of Landlord. Except as otherwise specifically approved by Landlord, all electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent and of a quality, type, design and bulb color approved by Landlord. Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Leased Premises.

3. No sign, picture, plaque, advertisement, notice or other material shall be exhibited, painted, inscribed or affixed by Tenant on any part of, or so as to be seen from the outside of, the Leased Premises or the Building without the prior written consent of Landlord. In the event of the violation of the foregoing by Tenant, Landlord may remove the same without any liability, and may charge the expense incurred in such removal to Tenant. The directory tablet shall be inscribed, painted or affixed for Tenant by Landlord at the expense of Landlord. Interior signs on doors shall be of a size, color and style acceptable to Landlord.

4. The toilets and wash basins 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 damage resulting from any misuse of the fixtures shall be borne by Tenant if Tenant or Tenant's servants, employees, agents, visitors or licensees, shall have caused the same.

5. Except as permitted in the Lease, Tenant and its officers, agents, employees or invitees shall not mark, paint, drill into, or in any way deface any part of the Leased Premises or the Building. No boring, cutting or stringing of wires or laying of linoleum or other similar floor coverings shall be permitted except with the prior written consent of Landlord and as Landlord may direct.

6. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the Leased Premises and no cooking shall be done or permitted by Tenant on the Leased Premises except that microwave cooking in a UL approved microwave oven and the

Landlord's Initials: FTG Tenant's Initials: TPM

preparation of coffee, tea, hot chocolate and similar items for Tenant and its employees and business visitors shall be permitted. The foregoing provision shall not prohibit warming or heating by sterno canisters or similar devices on the Leased Premises of food prepared outside of the Leased Premises. Tenant shall not cause or permit any unusual or objectionable odors to escape from the Leased Premises.

7. The Leased Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the use of the Leased Premises for general office purposes. The Leased Premises shall not be used for lodging or sleeping or for any immoral or illegal purposes.

8. Tenant and its officers, agents, employees or invitees shall not make, or permit to be made any unseemly or disturbing noises, sounds or vibrations or disturb or interfere with occupants of the Building or neighboring buildings or Leased Premises or those having business with them whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way.

9. Tenant and its officers, agents, employees or invitees shall not throw anything out of doors, balconies or down the passageways.

10. Tenant shall not maintain armed security in or about the Leased Premises nor possess any weapons, explosives, combustibles or other hazardous devices in or about the Building and/or Leased Premises.

11. Except as permitted by these Rules and Regulations or the Lease, Tenant and its officers, agents, employees or invitees shall not at any time use, bring or keep upon the Leased Premises any flammable, combustible, explosive, foul or noxious fluid, chemical or substance, or do or permit anything to be done in the Leased Premises, or bring or keep anything therein, which shall in any way increase the rate of fire insurance on the Building, or on the property kept therein, or obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy upon the Building, or any part thereof, or with any rules and ordinances established by the Board of Health or other governmental authority.

12. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Tenant must, upon the termination of this tenancy, restore to Landlord all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by, Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such change.

13. 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 may determine from time to time. The moving of safes or other fixtures or bulky matter of any kind must be made upon previous notice to the manager of the Building and under his or her supervision, and the persons employed by Tenant for such work must be acceptable to Landlord. Landlord

Landlord's Initials: FTE Tenant's Initials: _____

reserves the right to inspect all safes, freight or other bulky articles to be brought into the Building and to exclude from the Building all safes, freight or other bulky articles which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. Landlord reserves the right to prohibit or impose conditions upon the installation in the Leased Premises of heavy objects which might overload the building floors. Landlord will not be responsible for loss of or damage to any safes, freight, bulky articles or other property from any cause, and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of the tenant.

14. Tenant shall not purchase or otherwise obtain for use in the Leased Premises towel, janitorial, maintenance or other like services, or accept barbering or boot-blackening services, except from persons authorized by Landlord, and at hours and under regulations fixed by Landlord.

15. Landlord reserves the right to exclude from the Building between the hours of 7:00 p.m. and 7:00 a.m. and at all hours of Saturdays, Sundays and legal holidays all persons who do not present a pass signed by Landlord. Landlord shall furnish passes to persons for whom Tenant requests the same in writing. Tenant shall be responsible for all persons for whom it requests passes and shall be liable to Landlord for all acts of such persons. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of the same, by the closing of the gates and doors or otherwise, for the safety of the tenants and others and the protection of the Building and the property therein.

16. Any outside contractor employed by Tenant shall, while in the Building, be subject to the prior written approval of Landlord and subject to the Rules and Regulations of the Building. Tenant shall be responsible for all acts of such persons and Landlord shall not be responsible for any loss or damage to property in the Leased Premises, however occurring.

17. All doors opening onto public corridors shall be kept closed, except when in use for ingress and egress, and left locked when Tenant is not open for business to the public.

18. The requirements of Tenant will be attended to only upon application to the Manager's Office of the Building.

19. Canvassing, soliciting and peddling in the Building are prohibited and Tenant shall cooperate to prevent the same.

20. All office equipment of any electrical or mechanical nature shall be placed by Tenant in the Leased Premises to absorb or prevent any vibration, noise or annoyance.

21. No air conditioning unit or other similar apparatus shall be installed or used by Tenant without the written consent of Landlord.

22. There shall not be used in any space, or in the public halls of the Building by Tenant or others, any hand trucks except those equipped with rubber tires and side guards.

Landlord's Initials: FTG Tenant's Initials: _____

23. Landlord will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires or stringing of wires will be allowed without written consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Leased Premises shall be subject to the approval of Landlord. All such work shall be effected pursuant to permits issued by all applicable governmental authorities having jurisdiction.

24. No vendor with the intent of selling such goods shall be allowed to transport or carry beverages, food, food containers, etc., on any passenger elevators. The transportation of such items shall be via the service elevators in such manner as prescribed by Landlord.

25. Tenant shall cooperate with Landlord in the conservation of energy used in or about the Building, including without limitation, cooperating with Landlord in obtaining maximum effectiveness of the cooling system by closing drapes or other window coverings when the sun's rays fall directly on windows of the Leased Premises, and closing windows and doors to prevent heat loss. Tenant shall not obstruct, alter or in any way impair the efficient operation of Landlord's heating, lighting, ventilating and air conditioning system and shall not place bottles, machines, parcels or any other articles on the induction unit enclosure so as to interfere with air flow. Tenant shall not tamper with or change the setting of any thermostats or temperature control valves, and shall in general use heat, gas, electricity, air conditioning equipment and heating equipment in a manner compatible with sound energy conservation practices and standards.

26. All parking ramps and areas, pedestrian walkways, plazas, and other public areas forming a part of the Building shall be under the sole and absolute control of Landlord with the exclusive right to regulate and control these areas. Tenant agrees to conform to the rules and regulations that may be established by Landlord for these areas from time to time.

27. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.

28. Tenant and its employees, agents, subtenants, contractors and invitees shall comply with all applicable "no smoking" ordinances and, irrespective of such ordinances, shall not smoke or permit smoking of cigarettes, cigars or pipes outside of Tenant's Leased Premises (including plaza areas) in any portions of the Building or Common Areas, except areas specifically designated as smoking areas by Landlord. If required by applicable ordinance, Tenant shall provide smoking areas within Tenant's Leased Premises.

Landlord's Initials: FTG Tenant's Initials: _____

EXHIBIT D

LANDLORD'S WORK

[INSERT COPY OF SPACE PLANS AND SPECIFICATIONS
FOR LEASED PREMISES TO BE INCLUDED

0291630002

#386346 v1 - lease - north main to suffolk - final

Landlord's Initials: FTG Tenant's Initials: TOK



Professional Building Renovation
Suffolk, Virginia
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SORT CODE	SECTION DESCRIPTION	ITEM DESCRIPTION	SF	UNIT	U	ITEM	ITEM	SECTION	COST
			COUNT		M	RATE	TOTAL	TOTAL	PER SF
02500	.00	<u>SITE UTILITIES</u>							
02500	.01	New 8" water line to fire pump (80 L.F.)	S	1	LS	12,600.00	12,600		
02500	.02	Siamese connection	S	1	LS	3,000.00	3,000		
02500	.99							15,600	0.55
02740	.00	<u>ASPHALT PAVING</u>							
02740	.01	3" asphalt patch @ Dumpster pad	S	1	LS	2,500.00	2,500		
02740	.02	3" asphalt patch @ Waterline	S			W/02740.01			
02740	.03	6" Stone base @ pavement patches	S			W/02740.01			
02740	.99							2,500	0.09
02750	.00	<u>PAVEMENT MARKINGS AND SIGNS</u>							
02750	.01	Markings & signs	S	1	LS	500.00	500		
02750	.99							500	0.02
02770	.00	<u>SITE CONCRETE</u>							
02770	.01	Sidewalk repairs for utilities	S	1	LS	2,500.00	2,500		
02770	.02	H/C concrete @ front of building	S	1	LS	1,600.00	1,600		
02770	.99							4,100	0.14
02780	.00	<u>UNIT PAVERS</u>							
02780	.01	6" of stone base	S	1	LS	1,000.00	1,000		
02780	.02	Pavers in rear up to entrance	S	1	LS	4,500.00	4,500		
02780	.99							5,500	0.19
02850	.00	<u>DUMPSTER ENCLOSURE</u>							
02850	.01	Gate	S	1	LS	4,020.00	4,020		
02850	.02	Footings	S	1	LS	3,000.00	3,000		
02850	.03	CMU foundation and walls w/ brick veneer	S	1	LS	4,440.00	4,440		
02850	.04	Slab (20' x 20')	S			W/02850.02			
02850	.05	Bollards - FURNISH	S	1	LS	240.00	240		
02850	.06	Bollards - INSTALL	S			W/02850.02			
02850	.07	Brick rowlock cap	S			W/02850.03			
02850	.08	Paint inside of CMU walls & bollards	S	1	LS	300.00	300		
02850	.99							12,000	0.42
02900	.00	<u>LANDSCAPE</u>							
02900	.01	Planting	S	1	LS	4,300.00	4,300		
02900	.02	Seeding and Sod	S	1	LS	700.00	700		
02900	.99							5,000	0.17

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SORT CODE	SECTION DESCRIPTION	SF	UNIT	U	ITEM RATE	ITEM TOTAL	SECTION TOTAL	COST PER SF
	ITEM DESCRIPTION		COUNT	M				
03300	CAST IN PLACE CONCRETE							
03300	Footings	S	1	LS	115,400.00	115,400		
03300	Elevator pil	S			W/03300.01			
03300	Porous Fill	S			W/03300.01			
03300	Slab on Grade	S			W/03300.01			
03300	Slab on Deck	S			W/03300.01			
03300	Concrete in pan stairs and landings	S			W/03300.01			
03300	Remove spoils	S	1	LS	2,500.00	2,500		
03300	Infill existing elevator partially	S			W/03300.01			
03300	Concrete roof slab - 2nd floor @ triangle	S			W/03300.01			
03300	Infill pipe trenches @ 1st floor	S			W/03300.01			
03300	Mechanical, electrical, plumbing penetration patch	S	200	EA	15.00	3,000		
03300	Mechanical, electrical, plumbing equipment pads	S	1	LS	2,000.00	2,000		
03300	Sealed concrete in stair tower	S	1	LS	1,000.00	1,000		
03300	99						123,900	4.33
03500	CONCRETE REHABILITATION ALLOWANCE							
03500	Concrete spall and crack repairs-Basement	S	1	LS	15,000.00	15,000		
03500	Concrete spall and crack repairs-Roof	S	1	LS	10,000.00	10,000		
03500	99						25,000	0.87
04200	MASONRY							
04200	Brick veneer at Stair tower	S	1	LS	128,400.00	128,400		
04200	Precast sills	S			W/04200.01			
04200	CMU and Foundations	S			W/04200.01			
04200	Weather protection	S	1	LS	2,500.00	2,500		
04200	Brick repair at chimney demolition	S			W/04200.01			
04200	99						130,900	4.58
04400	STONE WORK							
04400	Replace vestibule marble wainscot (Interior & Exterior)	S	1	LS	31,000.00	31,000		
04400	Removal of existing marble	S			W/04400.01			
04400	Marble at base of walls where missing	S	1	LS	2,500.00	2,500		
04400	99						33,500	1.17
04500	MASONRY RESTORATION							
04500	Remove brick and Rework parapet on the 2-story buildings	S	1	LS	36,600.00	36,600		
04500	Brick infill and tuckpoint - East elevation of 2 story bldg.	S	1	LS	39,100.00	39,100		
04500	Tower building masonry repairs and infills	S	1	LS	21,200.00	21,200		
04500	Clean existing exterior brick	S	1	LS	30,400.00	30,400		
04500	99						127,300	4.45



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SORT CODE	SECTION DESCRIPTION	SF	UNIT COUNT	U M	ITEM RATE	ITEM TOTAL	SECTION TOTAL	COST PER SF	
									ITEM DESCRIPTION
05100	.00	STRUCTURAL STEEL JOIST & DECK							
05100	.01		1	LS	198,800.00	198,800			
05100	.02								
05100	.03								
05100	.04								
05100	.05								
05100	.06								
05100	.07		1	LS	500.00	500			
05100	.08								
05100	.09		1	LS	500.00	500			
05100	.10		2	EA	100.00	200			
05100	.11		2	EA	100.00	200			
05100	.12		8	EA	100.00	800			
05100	.13		8	EA	100.00	800			
05100	.14		1	LS	5,000.00	5,000			
05100	.15								
05100	.16		1	LS	2,000.00	2,000			
05100	.17								
05100	.18								
05100	.19		7	FL	1,000.00	7,000			
05100	.20		1	LS	1,500.00	1,500			
05100	.21		1	LS	1,000.00	1,000			
05100	.99						218,300	7.63	
05200	.00	EXPANSION CONTROL							
05200	.01		1	LS	1,000.00	1,000			
05200	.99						1,000	0.03	



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SORT CODE	SECTION DESCRIPTION ITEM DESCRIPTION	SF	UNIT	U	ITEM	ITEM	SECTION	COST	
		COUNT	COUNT	M	RATE	TOTAL	TOTAL	PER SF	
06100	.00	ROUGH CARPENTRY							
06100	.01		Roof Blocking - Labor	L	1	LS	5,500.00	5,500	
06100	.02		Roof Blocking - Material	M	1	LS	3,300.00	3,300	
06100	.03		Plywood - Labor	L	1	LS	2,700.00	2,700	
06100	.04		Plywood - Material	M	1	LS	5,600.00	5,600	
06100	.05		Blocking at windows - Labor	L	1	LS	2,600.00	2,600	
06100	.06		Blocking at windows - Material	M	1	LS	3,600.00	3,600	
06100	.07		Temporary wood stair to basement - Labor	L	1	LS	300.00	300	
06100	.08		Temporary wood stair to basement - Material	M	1	LS	100.00	100	
06100	.09		Carpenters hardware	S	1	LS	500.00	500	
06100	.10		Hoisting	S	1	LS	1,600.00	1,600	
06100	.99							25,800 0.90	
06150	.00	WOOD ROOF STRUCTURE - ALLOWANCE							
06150	.01		Repair existing roof framing - 2 story buildings	S	1	LS	20,000.00	20,000	
06150	.99							20,000 0.70	
06400	.00	ARCHITECTURAL WOODWORK							
06400	.01		Replace wood rail on existing interior stair	S	1	LS	32,000.00	32,000	
06400	.02		New interior window trim and stools	S			W/06400.01		
06400	.03		Casework in 2nd floor coridor	S			W/06400.01		
06400	.04		Vanities at 1st floor restrooms	S			W/06400.01		
06400	.05		1st floor reception desk	S			W/06400.01		
06400	.99							32,000 1.12	
07100	.00	WATERPROOFING							
07100	.01		Elevator pit	S	1	LS	2,000.00	2,000	
07100	.02		Column bases (16 each)	S	1	LS	1,000.00	1,000	
07100	.03		Basement floor and wall waterproofing				R.I.C.		
07100	.99							3,000 0.10	
07200	.00	INSULATION							
07200	.01			S			W/09250.01		
07200	.99							0 0.00	
07500	.00	MEMBRANE ROOFING SYSTEMS							
07500	.01		Membrane roofing with insulation	S	1	LS	49,000.00	49,000	
07500	.02		Roof flashing & sheet metal	S			W/07500.01		
07500	.03		Walk pads	S			W/07500.01		
07500	.04		Four (4) new scuppers at lower roof thru parapet	S			W/07500.01		
07500	.99							49,000 1.71	



SORT CODE	SECTION DESCRIPTION	ITEM DESCRIPTION	SF	UNIT	U	ITEM RATE	ITEM TOTAL	SECTION TOTAL	COST PER SF
07900	.00	<u>JOINT SEALERS</u>							
07900	.01	Exterior	S	1	LS	8,400.00	8,400		
07900	.02	Interior	S			W/07900.01			
07900	.03	Masonry control joints	S			W/07900.01			
07900	.04	Hollow metal door frames	S			W/07900.01			
07900	.05	Stair stringers	S			W/07900.01			
07900	.99							8,400	0.29
08100	.00	<u>STANDARD DOORS AND FRAMES</u>							
08100	.01	FURNISH							
08100	.01	Hollow metal doors and frames	M	1	LS	6,400.00	6,400		
08100	.02	Flush wood doors - Prehung	M			W/08100.01			
08100	.03	Stile and rail wood doors	M			W/08100.01			
08100	.04	Finish hardware	M			W/08100.01			
08100	.05	New hardware on existing doors	M			W/08100.01			
08100	.06	6-panel hollow metal doors at exterior locations	M			W/08100.01			
08100	.07	Hardware for existing elevator doors	M	1	LS	1,000.00	1,000		
08100	.08	INSTALL							
08100	.08	Unload and Stock	L	1	LS	2,900.00	2,900		
08100	.09	Single hollow metal door frames	L			W/08100.08			
08100	.10	Hollow Metal Doors	L			W/08100.08			
08100	.11	Wood Doors	L			W/08100.08			
08100	.99							10,300	0.36
08300	.00	<u>SPECIAL DOORS</u>							
08300	.01	Fire-rated hatch to attic area	S	1	LS	2,500.00	2,500		
08300	.99							2,500	0.09
08410	.00	<u>STOREFRONT SYSTEMS</u>							
08410	.01	Entrance storefronts	S	1	LS	25,900.00	25,900		
08410	.02	Replacement windows	S	1	LS	129,600.00	129,600		
08410	.03	Glass replacement at 1st floor windows where needed	S			W/08410.01			
08410	.04	Storm windows on inside at 1st floor	S			W/08410.01			
08410	.05	Windows in stair tower - 1 row	S			W/08410.01			
08410	.06	Door lights	S			W/08410.01			
08410	.07	Storefront at rear lobby	S			W/08410.01			
08410	.08	Glass in door and sidelights at lobby areas	S			W/08410.01			
08410	.09	Clean glass	S	9,000	SF	0.20	1,800		
08410	.10	Reinstall door glass in existing doors after stripping	S	1	LS	1,000.00	1,000		
08410	.99							158,300	5.53



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SORT CODE	SECTION DESCRIPTION	SF	UNIT COUNT	U M	ITEM RATE	ITEM TOTAL	SECTION TOTAL	COST PER SF
09250	METAL STUD AND DRYWALL							
09250	Drywall - SHELL	S	1	LS	130,390.00	130,390		
09250	Exterior systems at the stair lower	S			W/09250.01			
09250	Sheathing	S			W/09250.01			
09250	Fur out exterior walls	S			W/09250.01			
09250	Interior systems	S			W/09250.01			
09250	Shaft wall for new elevator	S			W/09250.01			
09250	Hoisting	S			W/09250.01			
09250	Drywall bulkheads	S			W/09250.01			
09250	1/4" drywall overlay over existing walls	S			W/09250.01			
09250	Patch and repair	S			W/09250.01			
09250	Drywall infill of doors	S			W/09250.01			
09250	Rigid insulation at exterior furred walls	S			W/09250.01			
09250	Shaftwall system in existing elevator	S			W/09250.01			
09250	New columns at 1st floor of Tower building (2 each)	S			W/09250.08			
09250							130,390	4.56
09300	CERAMIC TILE							
09300	2" x 2" ceramic tile floors in restrooms	S	1	LS	17,300.00	17,300		
09300	4" ceramic base in restrooms	S			W/09300.01			
09300	8" x 8" floor with 4" base in lobby areas with entry mat	S	1	LS	6,300.00	6,300		
09300	Floor protection	S	2,500	SF	0.20	500		
09300	Patch and repair existing floors	S	2,500	SF	0.20	500		
09300							24,600	0.86
09400	TERRAZZO - ALLOWANCE							
09400	Replace terrazzo stair treads	S	1	LS	7,000.00	7,000		
09400							7,000	0.24
09510	ACOUSTIC CEILING							
09510	Acoustic ceiling in office/conference/storage rooms	S	1	LS	25,500.00	25,500		
09510	All office in 2-story buildings	S			W/09510.01			
09510	Restrooms	S			W/09510.01			
09510	ALL offices 3rd-7th floor	S			W/09510.01			
09510	Miscellaneous tile repair	S			W/09510.01			
09510							25,500	0.89



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SORT CODE	SECTION DESCRIPTION	SF	UNIT	U	ITEM RATE	ITEM TOTAL	SECTION TOTAL	COST PER SF
	ITEM DESCRIPTION		COUNT	M				
09900	PAINTING							
09900	Paint interior - SHELL	S	1	LS	14,300.00	14,300		
09900	Paint east elevation masonry	S	1	LS	700.00	700		
09900	Refinish existing doors (Paint)	S						
09900	Paint new hollow metal doors and frames	S						
09900	Paint masonry as shown on drawings	S						
09900	Paint exterior of 2-story buildings	S						
09900	Touch up	S						
09900							15,000	0.52
10150	TOILET PARTITIONS							
10150	Plastic laminate toilet partitions	S	1	LS	4,000.00	4,000		
10150							4,000	0.14
10200	LOUVERS & VENTS							
10200	Exterior wall louvers	S	1	LS	1,000.00	1,000		
10200	Louvers @ PTAC Units	S						
10200							1,000	0.03
10400	SIGNS & GRAPHICS							
10400		S						
10400							0	0.00
10520	FIRE EXTINGUISHERS							
10520	FURNISH Extinguishers and Cabinets	S	1	LS	2,500.00	2,500		
10520	INSTALL Extinguishers and Cabinets	S	1	LS	500.00	500		
10520							3,000	0.10
10810	TOILET ACCESSORIES							
10810	Shell	M	1	LS	5,900.00	5,900		
10810	Shell	L	1	LS	2,700.00	2,700		
10810							8,600	0.30
12480	ENTRANCE MATS							
12480	6' x6' entry mat-1st floor rear lobby	S	1	LS	2,000.00	2,000		
12480							2,000	0.07



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SORT CODE	SECTION DESCRIPTION ITEM DESCRIPTION	SF	UNIT	U	ITEM	ITEM	SECTION	COST	
			COUNT	M	RATE	TOTAL	TOTAL	PER SF	
13280	.00	<u>INTERIOR DEMOLITION</u>							
13280	.01	Demolition	S	1	LS	165,000.00	165,000		
13280	.02	Demo chimney structure	S			W/ 13280.08			
13280	.03	Demo steel stairs in basement	S			W/ 13280.08			
13280	.04	Demo stucco on face of 2 story bldg facing Washington	S			W/ 13280.08			
13280	.05	Demo awning facing Washington	S			W/ 13280.08			
13280	.06	Demo existing elevator & equipment (NO DOORS)	S			W/ 13280.08			
13280	.07	Demo opening for louver at 1st floor of Tower	S			W/ 13280.08			
13280	.08	Fuel tank in basement	S			W/ 15280.08			
13280	.09	Mechanical/electrical equipment in basement	S			W/ 13280.08			
13280	.10	Demo interior walls in 2-story buildings	S			W/ 13280.08			
13280	.11	Demo doors in lower between offices	S			W/ 13280.08			
13280	.12	Demo opening for entry from stair tower and elevator	S			W/ 13280.08			
13280	.13	Demo water tank & equipment in penthouse	S			W/ 13280.08			
13280	.14	Remove mechanical equipment from roof areas	S			W/ 13280.08			
13280	.15	Remove wood rails on existing stairs	S			W/ 13280.08			
13280	.16	Remove existing terrazzo stair treads	S			W/ 13280.08			
13280	.17	Demo all mechanical and electrical items	S			W/ 13280.08			
13280	.18	Demo brick for scuppers - Tower building (4 Each)	S			W/ 13280.08			
13280	.19	Demo wood roof sheathing at 2-story buildings	S			W/ 13280.08			
13280	.20	Demo roofing and associated flashing	S			W/ 13280.08			
13280	.21	Demo flooring material in 2-story building	S			W/ 13280.08			
13280	.22	Demo ceilings in 2-story building	S			W/ 13280.08			
13280	.23	Demo windows in the Tower building	S			W/ 13280.08			
13280	.24	Demo flagpole on roof	S			W/ 13280.08			
13280	.25	Demo casework in tower building	S			W/ 13280.08			
13280	.26	Demo paneling and furring in Tower building	S			W/ 13280.08			
13280	.27	Demo picture molding in Tower building	S			W/ 13280.08			
13280	.28	Removal of trash and debris in buildings	S			W/ 13280.08			
13280	.29	Scrap loose and flaking paint on ceilings in Tower building	S			W/ 13280.08			
13280	.30	Demo VCT flooring in Tower building	S			W/ 13280.08			
13280	.31	Demo wood flooring in Tower - 1st floor	S			W/ 13280.08			
13280	.32	Demo roof and structure for stair tower	S			W/ 13280.08			
13280	.33	Demo roofing at triangular section	S			W/ 13280.08			
13280	.99						165,000	5.77	



Professional Building Renovation
Suffolk, Virginia
Construction Proposal 11/01/02

SORT CODE	SECTION DESCRIPTION	ITEM DESCRIPTION	SF	UNIT	U	ITEM	ITEM	SECTION	COST
			COUNT		M	RATE	TOTAL	TOTAL	PER SF
13300	.00	<u>ASBESTOS AND LEAD PAINT - ALLOWANCE (TOWER)</u>							
13300	.01	Asbestos abatement	S	1	LS	31,000.00	31,000		
13300	.02	Lead paint removal	S	1	LS	43,000.00	43,000		
13300	.03	1/4" drywall overlay	S	1	LS	33,000.00	33,000		
13300	.04	Encapsulate exposed ceilings with paint	S	1	LS	6,000.00	6,000		
13300	.05	Wood base replacement	S	1	LS	18,000.00	18,000		
13300	.99							131,000	4.58
13400	.00	<u>ASBESTOS AND LEAD PAINT - ALLOWANCE (2-STORY)</u>							
13400	.01	Asbestos abatement	S	1	LS	5,000.00	5,000		
13400	.99							5,000	0.17
13900	.00	<u>FIRE SUPPRESSION SYSTEM</u>							
13900	.01	General system	S	1	LS	88,000.00	88,000		
13900	.02	Backflow preventer	S			W/ 13900.01			
13900	.03	Fire pump - Electric	S			W/ 13900.01			
13900	.99							88,000	3.08
14200	.00	<u>ELEVATORS - PASSENGER</u>							
14200	.01	New traction elevator	S	1	LS	120,000.00	120,000		
14200	.02	Rework existing elevator doors to open and lock	S	1	LS	5,000.00	5,000		
14200	.99							125,000	4.37
15400	.00	<u>PLUMBING</u>							
15400	.01	New drains and cast iron piping to finished floor	S	1	LS	101,000.00	101,000		
15400	.99							101,000	3.53
15700	.00	<u>HVAC</u>							
15700	.01	HVAC work	S	1	LS	206,400.00	206,400		
15700	.99							206,400	7.22



**Professional Building Renovation
Suffolk, Virginia
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SORT CODE	SECTION DESCRIPTION	ITEM DESCRIPTION	SF	UNIT	U	ITEM	ITEM	SECTION	COST
			COUNT		M	RATE	TOTAL	TOTAL	PER SF
16000	.00	ELECTRICAL							
16000	.01	80 KW Emergency generator on ground level	S	1	LS	19,703.00	19,703		
16000	.02	Returbish historical fixtures	S	1	LS	3,750.00	3,750		
16000	.03	Conduits to basement (Adding 3-4" conduits)	S	1	LS	33,671.00	33,671		
16000	.04	Lighting	S	1	LS	21,046.00	21,046		
16000	.05	Power and receptacles	S	1	LS	1,950.00	1,950		
16000	.06	Power for equipment	S	1	LS	29,153.00	29,153		
16000	.07	Fire alarm system	S	1	LS	1,320.00	1,320		
16000	.08	T.V. Distribution	S	1	LS	7,575.00	7,575		
16000	.09	Telephone distribution	S	1	LS	13,950.00	13,950		
16000	.10	Power wiring for HVAC equipment	S	1	LS	59,983.00	59,983		
16000	.11	Power riser/distribution with service to manhole	S	1	LS	4,500.00	4,500		
16000	.12	Temporary electric and lighting	S	1	LS			196,601	6.87
16000	.99								
17000	.00	ELEVATOR, MECHANICAL AND ELECTRICAL SHAFT							
17000	.01		X	1	LS	210,000.00	210,000	210,000	7.34
17000	.99								
18000	.00	CONTINGENCY							
18000	.01	Contingency at 7.5%	X	1	LS	200,000.00	200,000	200,000	6.99
18000	.99								
30000	.00	END							

4.5%

IONS

4.5%

2,706,411	2,706,411	94.63
121,788	121,788	4.26
2,828,199	2,828,199	98.89
127,269	127,269	4.45
2,955,468	2,955,468	103.34



Professional Building Renovation
Suffolk, Virginia
Construction Proposal 11/01/02

SORT CODE	SECTION DESCRIPTION	SF	UNIT	U	ITEM RATE	ITEM TOTAL	SECTION TOTAL	COST PER SF
00000	.00							
01400	.00	BUILDING PERMIT - CITY OF SUFFOLK						
01400	.01	Value for permit				\$ 228,110		
01400	.02	FIRST	2,000	X	1 LS	0.00	0	
01400	.03	BALANCE		X	228 M	4.00	912	
01400	.04	Virginia State Levy	1.0%	X	1 LS	9.00	9	
01400	.99						921	0.03
01410	.00	PROJECT BONDS AND FEES						
01410	.01			X	N.I.C.			
01410	.99						0	0.00
01450	.00	TESTING & INSPECTIONS						
01450	.01			X	N.I.C.			
01450	.99						0	0.00
02000	.00	UNSUITABLE SOILS						
02000	.01			X	N.I.C.			
02000	.99						0	0.00
05400	.00	ARCHITECTURAL WOODWORK						
05400	.01	Casework in 2nd floor corridor	S		1 LS	1,000.00	1,000	
05400	.99						1,000	0.03
07200	.00	INSULATION						
07200	.01	Insulation	S		W/09250 01			
07200	.99						0	0.00
07900	.00	JOINT SEALERS						
07900	.01	Exterior	S		1 LS	2,100.00	2,100	
07900	.02	Interior	S		W/07900 01			
07900	.03	Masonry control joints	S		W/02900 01			
07900	.04	Hollow metal door frames	S		W/07900 01			
07900	.05	Stair stringers	S		W/07900 01			
07900	.99						2,100	0.07
08100	.00	STANDARD DOORS AND FRAMES						
08100	.01	FURNISH	Flush wood doors - Prehung	M	1 LS	17,600.00	17,600	
08100	.02		Slite and rail wood doors	M	W/08100 01			
08100	.03		Finish hardware	M	W/08100 01			
08100	.04		Remove existing hardware	M	W/08100 01			
08100	.05		New hardware on existing doors	M	W/08100 01			
08100	.06	INSTALL	Unload and Stock	L	1 EA	8,100.00	8,100	
08100	.07		Hollow Metal Doors	L	W/08100 06			
08100	.08		Wood Doors	L	W/08100 06			
08100	.09		Install new hardware on existing doors	L	W/08100 06			
08100	.99						25,700	0.90



**Professional Building Renovation
Suffolk, Virginia
Construction Proposal - 11/01/02**

SORT CODE	SECTION DESCRIPTION ITEM DESCRIPTION	SF	UNIT	U	ITEM	ITEM	SECTION	COST PER SF
		COUNT	LS	M	RATE	TOTAL	TOTAL	
09250	METAL STUD AND DRYWALL							
09250	.01 New partition walls	S	1	LS	62,600.00	62,600		
09250	.02 infill of existing doors	S			W/09250.01			
09250	.03 Sheetrock on exterior perimeter walls	S	1	LS	22,610.00	22,610	85,210	2.98
09250	.99							
09400	TERRAZZO - ALLOWANCE							
09400	.01 Grind and polish terrazzo	S	1	LS	24,000.00	24,000	24,000	0.84
09400	.99							
09600	FLOOR FINISHES							
09600	.01 Carpet in office areas and 4' base	S	1	LS	50,100.00	50,100		
09600	.02 Office areas	S			W/09600.01			
09600	.03 Conference rooms	S			W/09600.01			
09600	.04 Reception area	S			W/09600.01			
09600	.05 Elevator floor	S			W/09600.01			
09600	.06 Floor patch	S	1	LS	2,500.00	2,500		
09600	.07 Protection	S	1	LS	1,500.00	1,500	54,100	1.89
09600	.99							
09900	PAINTING							
09900	.01 Paint interior	S	1	LS	32,000.00	32,000		
09900	.02 Refinish existing doors (Paint)	S			W/09900.01			
09900	.03 Paint new hollow metal doors and frames	S			W/09900.01			
09900	.04 Paint interior perimeter walls	S	1	LS	6,000.00	6,000	38,000	1.33
09900	.99							
15700	HVAC							
15700	.01 Low pressure ductwork and diffusers	S	1	LS	28,000.00	28,000	28,000	0.98
15700	.99							
16000	ELECTRICAL							
16000	.01 Electrical distribution	S	1	LS	32,000.00	32,000	32,000	1.12
16000	.99							
30000	END							
						291,031	291,031	10.18
4.5% IONS						13,096	13,096	0.46
						304,127	304,127	10.63
4.5%						13,686	13,686	0.48
						317,813	317,813	11.11
VARIANCE						0		



Professional Building Renovation
Suffolk, Virginia

Construction Proposal 11/01/02

SORT CODE	SECTION DESCRIPTION	ITEM DESCRIPTION	SF	UNIT COUNT	U M	ITEM RATE	ITEM TOTAL	SECTION TOTAL	COST PER SF
00000	.00								
01400	.00	BUILDING PERMIT - CITY OF SUFFOLK							
01400	.01	Value for permit	\$ 122,000						
01400	.02	FIRST	2,000	X	1	LS	0.00	0	
01400	.03	BALANCE	\$ 120,000	X	120	M	4.00	480	
01400	.04	Virginia State Levy	1.0%	X	1	LS	5.00	5	
01400	.05	Expediting Cost		X	1	LS	39.00	39	
01400	.05	Temporary CO Fees		X	1	LS	0.00	0	
01400	.06	Permanent CO Fees		X	1	LS	0.00	0	
01400	.99							524	0.02
02550	.00	DUMPSTER ENCLOSURE							
02550	.01	Gate		S	1	LS	2,680.00	2,680	
02550	.02	Footings		S	1	LS	2,000.00	2,000	
02550	.03	CMU foundation and walls w/ brick veneer		S	1	LS	2,960.00	2,960	
02550	.04	Slab (20' x 20')		S			W/ 02550.02		
02550	.05	Bollards - FURNISH		S	1	LS	160.00	160	
02550	.06	Bollards - INSTALL		S			W/ 02550.02		
02550	.07	Brick rowlock cap		S			W/ 02550.03		
02550	.08	Paint inside of CMU walls & bollards		S	1	LS	200.00	200	
02550	.99							8,000	0.28
03300	.00	CAST IN PLACE CONCRETE							
03300	.01	Concrete slab-on-grade		S	1	LS	15,600.00	15,600	
03300	.02	Sand fill under SOG		S			W/ 03300.01		
03300	.03	1" cementitious floor underlay in main area		S	1	LS	3,400.00	3,400	
03300	.99							19,000	0.66
05100	.00	STRUCTURAL STEEL JOIST & DECK							
05100	.01	Mezzanine in first floor area		S	1	LS	26,000.00	26,000	
05100	.02	Stair to dining area mezzanine - FURNISH & INSTALL		S			W/ 05100.01		
05100	.03	Railings @ mezzanine		S			W/ 05100.01		
05100	.99							26,000	0.91
09200	.00	PLASTER REPAIRS AND COLUMNS - ALLOWANCE							
09200	.01	Plaster repair to ALL historical elements		S	1	LS	70,000.00	70,000	
09200	.99							70,000	2.45
09900	.00	PAINTING AND WALL COVERING							
09900	.01	Painting		S	1	LS	800.00	800	
09900	.02	Paint ceilings, walls, and columns in restaurant area		S	1	LS	6,200.00	6,200	
09900	.99							7,000	0.24
15400	.00	PLUMBING							
15400	.01	Plumbing rough-in		S	1	LS	2,500.00	2,500	
15400	.99							2,500	0.09



Professional Building Renovation
Suffolk, Virginia
Construction Proposal 11/01/02

SECTION DESCRIPTION	SF	UNIT	U	ITEM	ITEM	SECTION	COST
ITEM DESCRIPTION	COUNT	M		RATE	TOTAL	TOTAL	PER SF
HVAC							
HVAC work - Kitchen	S	1	LS	4,050.00	4,050		
Dining area HVAC	- S	1	LS	11,500.00	11,500		
						15,550	0.54
ELECTRICAL							
Electrical service for the kitchen	S	1	LS	12,000.00	12,000		
Additional electrical in the kitchen area	S	1	LS	76,200.00	76,200		
						88,200	3.08



Professional Building Renovation
Suffolk, Virginia

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SORT CODE	SECTION DESCRIPTION ITEM DESCRIPTION	SF COUNT	UNIT	U M	ITEM RATE	ITEM TOTAL	SECTION TOTAL	COST PER SF
30000	100 END							
						236,774	236,774	8.28
			4.5%		IONS	10,655	10,655	0.37
						247,429	247,429	8.65
			4.5%			11,134	11,134	0.39
						258,563	258,563	9.04



Professional Building Renovation
Suffolk, Virginia

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SORT CODE	SECTION DESCRIPTION ITEM DESCRIPTION	SF	UNIT	U	ITEM	ITEM	SECTION	COST	
		COUNT		M	RATE	TOTAL	TOTAL	PER SF	
00000	.00	INTERIOR DEMOLITION AND ABATEMENT							
13280	.01		Demo small building @ northeast corner of 2-story	S	1	LS	2,500.00	2,500	
13280	.02		Backfill & topsoil	S	1	LS	500.00	500	
13280	.99						3,000	0.10	
50000	.00	END							
							3,000	3,000	
			4.5%	IONS			135	135	
							3,135	3,135	
			4.5%				141	141	
							3,276	3,276	
			VARIANCE					0	



Professional Building Renovation
Suffolk, Virginia

Construction Proposal 11/01/02

SECTION	SECTION DESCRIPTION	SF	UNIT	U	ITEM	ITEM	SECTION	COST
CODE	ITEM DESCRIPTION	COUNT	M		RATE	TOTAL	TOTAL	PER SF
00000	FIRE SUPPRESSION SYSTEM							
13900	Fire pump - Diesel (ALTERNATE)	S	1	LS	12,800.00	12,800		
13900	Modification to building for diesel pump (ALTERNATE)	S	1	LS	10,000.00	10,000		
13900	Electrical	S	1	LS	(4,800.00)	(4,800)		
13900							18,000	0.63
30000	END							
						18,000	18,000	0.63
	4.5% IONS					810	810	0.03
						18,810	18,810	0.66
	4.5%					846	846	0.03
						19,656	19,656	0.69
	VARIANCE					0		



Professional Building Renovation
 Suffolk, Virginia
 Construction Proposal 11/01/02

SORT CODE	SECTION DESCRIPTION ITEM DESCRIPTION	SF COUNT	UNIT M	ITEM RATE	ITEM TOTAL	SECTION TOTAL	COST PER SF
00000							
00	FIRE SUPPRESSION SYSTEM						
01	Fire hose cabinets @ each floor S	7	EA	600.00	4,200		
.99						4,200	0.15
30000	END						
					4,200	4,200	0.15
	4.5% IONS				189	189	0.01
					4,389	4,389	0.15
	4.5%				198	198	0.01
					4,587	4,587	0.16
	VARIANCE				0		



Professional Building Renovation
 Suffolk, Virginia
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SORT CODE	SECTION DESCRIPTION ITEM DESCRIPTION	SF COUNT	UNIT M	U M	ITEM RATE	ITEM TOTAL	SECTION TOTAL	COST PER SF	
00000	000								
0000	.00	ELECTRICAL							
1000	.01	Change light fixtures per the schedule	S	1	LS	19,300.00	19,300		
1000	.99						19,300	0.67	
30000	00	END							
						19,300	19,300	0.67	
		4.5%			IONS	869	869	0.03	
						20,169	20,169	0.71	
		4.5%				908	908	0.03	
						21,076	21,076	0.74	
		VARIANCE						0	

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ACORD EVIDENCE OF PROPERTY INSURANCE

CSR GM

DATE (MM/DD/YY)
03/10/03

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER **PHOENIX** 804-270-4498 FAX-270-4699 COMPANY

Gibrall Insurance Agency, Inc.
3510 Mayland Court
Richmond VA 23233

Cincinnati Ins. Co.
P.O. Box 145496
Cincinnati OH 45250-5496

CODE: _____ SUB CODE: _____
AGENCY CUSTOMER ID # GADAM-1
INSURED

100 North Main LLC
P.O. Box 11659
Norfolk VA 23517

LOAN NUMBER _____ POLICY NUMBER _____
EFFECTIVE DATE 02/28/03 TO BE ASSIGNED
EXPIRATION DATE 02/28/04
CONTINUED UNTIL _____
TERMINATED IF CHECKED _____
THIS REPLACES PRIOR EVIDENCE DATED: _____

PROPERTY INFORMATION

LOCATION/DESCRIPTION
001

100 N. Main Street
Suffolk VA

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk: Special Form	\$4,000,000	\$2,500.

REMARKS (including Special Conditions)

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 10 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS

Branch Banking & Trust of
Virginia
500 Crawford St.
Portsmouth VA 23704

MORTGAGEE ADDITIONAL INSURED
 LOSS PAYEE
LOAN # _____

AUTHORIZED REPRESENTATIVE

Burgess C. Murtin

ACORD

**EVIDENCE OF PROPERTY INSURANCE
PROPERTY SCHEDULE**

100 North Main LLC

GADAM-1

CSR GM

DATE (MM/DD/YY)

03/10/03

PROPERTY INFORMATION

LOCATION/DESCRIPTION 002

PAGE

2

120 E. Washington Street
Suffolk VA

PROPERTY INFORMATION

LOCATION/DESCRIPTION 003

122 E. Washington Street
Suffolk VA

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

ATTACH TO EVIDENCE OF PROPERTY APPLICATION

ACORD CERTIFICATE OF LIABILITY INSURANCE		BSR GM GADAM-1	DATE (MM/DD/YY) 02/21/03
PRODUCER Gibrall Insurance Agency, Inc. 3510 Mayland Court Richmond VA 23233 Phone: 804-270-4498 Fax: FAX-270-4699	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED 100 N. Main Street LLC P.O. Box 11659 Norfolk VA 23517	INSURERS AFFORDING COVERAGE INSURER A: Cincinnati Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TO BE ASSIGNED	02/28/03	02/28/04	EACH OCCURRENCE \$ 1000000
	FIRE DAMAGE (Any one fire) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 2000000				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER <input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
BRANCVA Branch Banking & Trust of Virginia 500 Crawford Street Portsmouth VA 23704	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. <i>Burgess C. Martin</i>