

**\*Revised- 3-29-2021- Review only\***

This letter of intent for a Commercial Lease Agreement (this "LOI to lease") is entered into this X day of X , XXXX, by and between Parkway Church, Inc., a Virginia nonstock corporation ("Landlord"), and Early Bird Development Centers LLC ("Tenant"), a Virginia limited liability company.

For and in consideration of the mutual covenants contained herein the parties hereto do hereby agree as follows:

1. DEFINITIONS. When used in this Lease, the following expressions will have the meanings indicated:
  - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether specifically designated as Additional Rent elsewhere in this Lease;
  - b. "Building" means all buildings, improvements, equipment, fixtures, property, and facilities from time to time located at, as from time to time altered, expanded, or reduced by the Landlord in its sole discretion;
  - c. "Common Areas and Facilities" mean:
    - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
    - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts, or other structural elements; A floorplan will be given indicating leased space.
- e. "Premises" means the building at 3713 Pennington Lane, Woodbridge, VA 22192.
- f. "Rent" means the total of Base Rent and Additional Rent.

2. PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the building municipally described as the Premises located at 3713 Pennington Lane, Woodbridge, VA 22192.

3. TERM. This Lease shall be effective upon the date executed by the parties; however, Tenant shall not be required to pay rent under this Lease until the Commencement Date. The initial term of this Lease (the "Initial Term") shall be for a period of five (5) years from the Rent Commencement Date, subject to Tenant's renewal rights set forth in Section 11 of this Lease.

4. COMMENCEMENT DATE. The Lease shall commence once the special use permit has been administered and both parties agree upon a day.

5. RENT. Tenant agrees to pay to Landlord, at the Landlord's address referenced in Section 21 of this Lease, or at such place as Landlord may designate in writing from time to time, rent for the Premises, payable monthly in advance in the amounts set forth on Exhibit "A" attached hereto and incorporated herein by reference (the "Base Rent"), beginning on commencement day, (the "Rent Commencement Date"), and then continuing on the first day of each calendar month of the Term of this Lease. Tenant does for itself, its successors and assigns, covenant and promise to pay rent without further notice and without demand, deduction, counterclaim or set-off of any kind. Any other sums due and payable to Landlord under this Lease shall be considered additional rent.

6. POSSESSION. Landlord agrees to rent to Tenant the building municipally described as the Premises. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

7. CARE AND USE OF PREMISES. The Premises will be used only for the operation of a child daycare center on weekdays until 6:00pm. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will occupy and utilize the leased space of the Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord. The Tenant covenants the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants. The Tenant will not engage in any illegal trade or activity on or about the Premises. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing, and safety as required by law.

8. EXCLUSIVITY. Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

9. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE. Landlord, at its own costs, shall maintain general liability insurance, with liability limits of not less than \$1,000,000.00 for each occurrence of bodily injury and \$200,000.00 property damage, insuring against all liability of Tenant and its authorized representatives arising out of any connection with Tenant's use or occupancy of the Leased Premises. All general liability insurance shall ensure performance by Tenant of the indemnity provisions of this Article. Both parties shall be named as co-insureds, and the Landlord shall furnish certificates of insurance to the Tenant upon Tenant's request.

10. WAIVER OF SUBROGATION. LANDLORD AND TENANT HEREBY WAIVE AND RELEASE ANY CLAIM THAT EITHER OF THEM MAY HEREAFTER HAVE AGAINST THE OTHER ON ACCOUNT OF ANY DAMAGE TO THE PROPERTY OF THE WAIVING PARTY, EVEN IF SUCH DAMAGE SHALL BE DUE TO THE NEGLIGENT ACT OR OMISSION OF THE OTHER PARTY. Landlord and Tenant shall each cause their respective property insurance policies to contain either a waiver of any right of subrogation the insurer of one party hereto may acquire against the other party hereto by virtue of payment of any loss under any such insurance or an acknowledgment by the insurer that the foregoing waiver of claims does not impair or invalidate such policy of insurance.

11. OPTION TO EXTEND TERM. Provided that no default by Tenant then exists under this Lease, Tenant shall have the option to extend the Term for one (1) additional period of five

(5) years (the "Option Period") upon the same terms and conditions stated in this Lease, except that the Base Rent shall be increased to \$2,500 per month, plus all real costs and applicable state and local taxes. Additionally, Tenant shall pay a share of the utilities charges and building expenses which shall be negotiated by Landlord and Tenant prior to the first day of the Option Period. Tenant may exercise this option to extend the Term of this Lease by providing written notice to Landlord not less than six (6) nor more than nine (9) months prior to the expiration of the then current Term. If Tenant does not exercise the foregoing option to renew this Lease within the required time period, then such option shall become null and void and be of no further force or effect. Tenant may at any time cancel this Lease and terminate all its obligations hereunder by the payment of one (1) month's maximum rent as listed in Exhibit A.

12. UTILITIES AND SERVICES. During the Initial Term, Landlord shall be responsible for payment of all utilities. During any option periods and any period after the Initial Term, the Tenant, shall, in addition to the Base Rent, pay Tenant's proportionate share of all rates and charges which may become payable for gas, electric current, steam, telephone or other agencies used on the Premises. Landlord and Tenant shall negotiate Tenant's proportionate share of utility expenses after Tenant's election to exercise the Option Term but before the first day of the Option Term. Upon demand by Landlord, Tenant shall promptly furnish Landlord with satisfactory evidence of the timely and proper payment and discharge of all such fees and charges.

13. DEFAULTS. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the Term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

14. ABANDONEMENT. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's

discretion, as agent for the Tenant, re-let the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

15. DANGEROUS MATERIALS. The Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

16. COMPLIANCE WITH REGULATIONS. The Tenant shall promptly comply with all laws, ordinances, requirements, and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

17. ASSIGNABILITY/SUBLETTING. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

18. BULK SALE. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be

performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

19. INJURY OR DAMAGE. Tenant will be responsible for any injury or damage caused by the act or neglect of Tenant, the Tenant's employees, or Tenant's visitors.

20. RULES AND REGULATIONS. Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

21. NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

Parkway Church, Inc.  
3717 Pennington Lane  
Woodbridge, Virginia 22192

**TENANT:**

Early Bird Development Centers LLC  
13259 Fallen Leaf Ct  
Woodbridge, Virginia 22192

22. CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

23. GOVERNING LAW. This Lease shall be construed in accordance with the laws of the Commonwealth of Virginia.

24. DISPUTE RESOLUTION. Both parties agree that any future contested matter arising out of, or related to, the terms of this Agreement will be resolved using binding Christian arbitration under rules promulgated by the National Center for Life and Liberty, or another Christian arbitrator. Binding Christian arbitration shall be the sole remedy for any and all controversies or claims arising out of this Agreement. The parties expressly waive their right to file a lawsuit against one another in any civil court for such disputers, except to enforce a legally binding arbitration decision.

25. ENTIRE AGREEMENT/AMENDMENT. This Letter of intent contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This letter of

intent may be modified or amended in writing, if the writing is signed by the party obligated under the amendment. No warranties of the Landlord not expressed in this letter of intent is to be implied. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions, and liabilities pursuant to this Lease.

26. SEVERABILITY. If any portion of this Agreement should be held to be invalid or unenforceable for any reason, the remaining terms and provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

27. WAIVER. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

28. BINDING EFFECT. The provisions of this letter of intent shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first set forth above.

Witnesses:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

**LANDLORD:**

B y :

\_\_\_\_\_

Print:

Title:

Witnesses:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

**TENANT:**

B y :

\_\_\_\_\_

Print: Elias Rahman

Title: Member



## EXHIBIT "A" BASE RENT SCHEDULE EXAMPLE

Year 1	
Month 1-3	\$1250.00
Month 4-6	\$1500.00
Month 7-9	\$1750.00
Month 10-12	\$2000.00

### Option Period

Year 2	\$2500
Year 3	\$2500
Year 4	\$2500
Year 5	\$2500

"Leasable Space" defined in yellow on exhibit b.

Exhibit B: Leasable Space

