

DEED OF LEASE

This DEED OF LEASE (the "Lease") is dated the 8th day of ~~June~~ ^{October}, 2007, between the **COMMONWEALTH OF VIRGINIA, BY THE RECTOR AND VISITORS OF GEORGE MASON UNIVERSITY**, as Grantor (the "Landlord"), and **OSHER LIFELONG LEARNING INSTITUTE AT GEORGE MASON UNIVERSITY**, (formerly known as the Learning in Retirement Institute), an independent Virginia corporation and non-profit organization, as Grantee (the "Tenant").

WHEREAS, the parties have entered into an Affiliation Agreement dated the ~~June~~ ^{Sept.} 28th day of ~~June~~ 2007 for the collaboration and advancement of education of older adults in Northern Virginia through various learning opportunities, non-credit, non-degree granting classes and other events and activities;

NOW, THEREFORE IN CONSIDERATION of the mutual promises and benefits hereunder and other good and valuable consideration, the parties mutually agree to the following:

WITNESSETH

1. **PREMISES.** For and in consideration of the terms, conditions, covenants, promises and agreements herein made, the Landlord leases to the Tenant the following real property (the "Premises"), together with the right of ingress and egress, in the County of Fairfax, subject, however, to all easements, restrictions and covenants of record. The Premises are more particularly described as:

Tallwood Annex (approx. 2134 sq ft.), Tallwood Trailer 2 (approx. 810 sq. ft.) and Tallwood Trailer 3 (approx. 994 sq ft.) for a total of approximately 3938 square feet located on the George Mason University Fairfax Campus, 4210 Roberts Road, Fairfax, Virginia 22032.
2. **TERM.** The term of this Lease (the "Initial Term") shall be five (5) years, beginning on July 1, 2007 (the "Commencement Date"), and terminating on June 30, 2012 (the "Termination Date"). At the termination of this Lease, Tenant shall deliver peacefully the Premises in as good order and repair as the same were on the Commencement Date, reasonable wear and tear excepted.
3. **RENT.** Tenant shall pay Landlord the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged.
4. **USE OF PREMISES.** The Premises are to be used and occupied by the Tenant for the business of the Tenant and for no other purpose. No alterations, additions, or improvements shall be made to the Premises without the prior written consent of the Landlord. All expenses incurred for such approved alterations, additions or improvements shall be borne by Tenant. The Tenant shall not damage the Premises or any part thereof or allow the same to be done. The Tenant shall not allow the Premises to

be used for any illegal purpose and shall not do or allow any act, which may disturb occupants of adjoining property or cause damage to adjoining property.

5. **QUIET ENJOYMENT.** So long as the Tenant observes and keeps all the covenants, agreements and conditions of this Lease, the Landlord covenants that the Tenant shall have quiet and peaceful use and enjoyment of the Premises throughout the Initial Term of this Lease and any renewals or extensions thereof, subject, however, to the exceptions, reservations and conditions of this Lease.
6. **PERSONAL PROPERTY.** All personal property placed in or kept on the Premises shall be at the sole risk of the Tenant or the owner of such personal property and the Landlord shall have no liability for loss, damage or deterioration of same for any reason.
7. **ACCEPTANCE OF CONDITION OF PREMISES.** The Tenant covenants that it has inspected the Premises and accepts the Premises "as is" without any representations or warranties by the Landlord as to the condition or usefulness of the Premises for any purpose.
8. **ASSIGNMENT AND SUBLETTING.** The Tenant shall not assign or transfer this Lease, nor sublet any part of the Premises, without the prior written consent of the Landlord, which consent the Landlord may withhold in its sole discretion.
9. **ACCESS BY LANDLORD.** The Landlord and its representatives may enter the Premises at any time to make emergency repairs, preserve the Premises or to prevent or abate any nuisance, hazard, or unlawful conditions.
10. **INDEMNIFICATION; INSURANCE.** The Tenant shall indemnify, defend and hold harmless the Landlord and its agents and employees, from all liability, claims for damage, injury or loss of every kind and nature, whether relating to person or property, arising on or within the Premises or incident to the Tenant's use of the Premises. Beginning on the Commencement Date and continuing during the Initial Term of this Lease and any renewals or extensions thereof, the Tenant, at the Tenant's expense, shall keep in force, with an insurance company authorized to transact business in Virginia, and in a form acceptable to the Landlord, an insurance policy with personal property and broad form liability coverage. The insurance policy shall include the Landlord as a named insured and have the following minimum limits and coverage: \$500,000.00 for personal injury to or death of any one person, or more than one person, as the result of any one accident or disaster, and include coverage for property damage and medical payments and a \$1,000,000 umbrella. On or before the Commencement Date, the Tenant shall deliver to the Landlord a certificate of insurance showing the same to be in force and effect, together with a copy of a paid receipt for the first year's premium. The policy shall provide for notification to the Landlord in the event of cancellation.

In the event that the Tenant fails to obtain and maintain the insurance required by this section, the Landlord may, at its option, cause the required insurance to be issued and maintained and the Tenant shall pay the premiums for such insurance as additional Rent.

By requiring the above minimum insurance, Landlord shall not be deemed or construed to have assessed the risk that may be applicable to the Tenant. The Tenant shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.

11. DAMAGE OR DESTRUCTION.

- (a) If the Premises or the building of which the Premises forms a part are damaged or destroyed by fire or other casualty, the Tenant shall notify the Landlord immediately.
- (b) If the Premises or the building of which the Premises forms a part, or any portion thereof, are damaged or destroyed by fire or other casualty and, in the sole opinion of the Landlord, the Premises are thereby rendered unfit for occupancy, either the Landlord or the Tenant shall have the right to terminate this Lease by notice to the other party within thirty (30) days after the fire or other casualty. If this Lease is so terminated, Rent shall abate as of the date of such fire or other casualty.
- (c) If this Lease is not terminated pursuant to the provisions of Section 11(b), and the Landlord elects, in its sole discretion, to repair and restore the Premises to their former condition, there shall be a proportionate abatement of Rent for the period during which the said repairs and restoration are being completed for that portion of the Premises not substantially usable by the Tenant.

12. KEYS. On the Commencement Date, the parties acknowledge that Tenant is in possession of keys to the Premises. The Tenant shall not change or add locks without the prior written consent of the Landlord. Upon termination of this Lease, all keys will be surrendered to the Landlord.

13. MECHANICS' AND MATERIALMEN'S LIENS. The Tenant shall not create, place, or suffer the creation or filing of any mechanics' or materialmen's lien against the Premises by reason of labor or materials provided for or at the request or order of the Tenant, or of the Tenant's agents or contractors. The Tenant shall discharge any such lien within twenty (20) days after the date the same was filed.

14. MAINTENANCE, REPAIRS, UTILITIES AND OTHER COSTS.

- (a) Landlord shall keep, repair and maintain, at Landlord's expense, all plumbing, lighting, heating, ventilation, air-conditioning, electrical and mechanical devices and appliances of every kind or nature located on the Premises in good working order and condition, and shall, if necessary, make such alterations, additions, and/or modifications to the Premises and all equipment, electrical and mechanical devices and appliances thereon or serving same so as to comply at all times with

all applicable federal, state and local laws, ordinances, rules and regulations pertaining to health, safety, fire and public welfare.

- (b) Tenant shall be responsible for the payment of any and all charges for repairs to the Premises, except repairs to the foundation, floor, exterior structural walls and roof.
- (c) Landlord shall provide, at Landlord's expense, the following utilities and services for the Premises: heating and air-conditioning as conditions require, electricity, gas, water and sewer, janitorial, and interior trash removal.
- (d) Tenant shall keep, repair and maintain at Tenant's expense all telephone service and equipment for the premises.
- (e) If Tenant fails to make any payment or perform any act required by the Tenant under this Lease, the Landlord may (but shall be under no obligation to) make such payment or perform such act. All amounts so paid by the Landlord and all costs, fees and expenses incurred by the Landlord regarding such payment or performance shall be paid by the Tenant as additional Rent.
- (f) When and as snow and/or ice removal become necessary, Landlord shall promptly remove all snow and ice from all walkways, loading areas, common areas, and parking areas.

15. ENVIRONMENTAL CONTAMINATION.

- (a) The Tenant shall not engage in or allow any activity on the Premises involving: (i) the handling of any toxic or hazardous substances, (ii) the discharge of toxic or hazardous substances to the air, soil, surface water or groundwater, (iii) the storage, treatment or disposal of any toxic or hazardous substances (for purposes of this Lease, "hazardous substance(s)" shall have the meaning of "hazardous substance" set forth in 42 U.S.C. Section 9601(14), as amended, and of "regulated substance" at 42 U.S.C. Section 6991(2), as amended), or (iv) any other substances which may be the subject of liability pursuant to any environmental law of the United States or the Commonwealth of Virginia.
- (b) The Tenant shall indemnify and hold harmless the Landlord from any and all claims, suits, judgments, damages, fines, penalties, liability, costs and expenses (including reasonable fees for costs and expenses for any required attorneys, consultants and experts) resulting or arising from the discovery of any toxic or hazardous substance on, in or arising from, or contamination of, the Premises which is a result of any activity of the Tenant, its agents, employees, contractors or repairmen.

16. **EVENTS OF DEFAULT; LANDLORD'S REMEDIES UPON DEFAULT.**

- (a) The following events shall be deemed to be an event of default ("Event of Default") by the Tenant under this Lease:
- (i) The failure of the Tenant to pay when due any installment of Rent or any other payment required to be made by the Tenant under this Lease and the failure to cure such default within ten (10) days after written notice thereof to Tenant.
 - (ii) The failure of the Tenant to comply with any term, provision, promise or covenant of this Lease (other than the payment of Rent or any other payment required to be made by Tenant hereunder) and the failure to cure such non-compliance within thirty (30) days after written notice of an Event of Default to the Tenant.
 - (iii) Termination of the Affiliation Agreement between the Parties dated June 9.28.07, 2007.
- (b) If the Landlord gives written notice to the Tenant of an Event of Default pursuant to the NOTICES Section of this Lease and the Tenant does not cure such default within the specified period following the notification, then at the expiration of said period, this Lease shall automatically terminate as completely as if the deadline for curing the default were the date specified as the Termination Date in this Lease, and the Tenant shall then surrender the Premises to the Landlord. If this Lease shall be so terminated, the Landlord may, at its option, without formal demand or notice of any kind, re-enter the Premises by any unlawful detainer action or by any other means and remove the Tenant, or any other person who may be occupying the Premises, from the Premises without being liable for any damages therefor. Upon the Landlord's exercise of such termination, the Tenant shall pay the Landlord's costs and expenses incurred in fulfilling the Tenant's obligations under this Lease, including, without limitation, the Landlord's reasonable attorney fees and court costs, and this provision shall survive termination of this Lease.
- (c) The failure of the Landlord to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any permitted right or remedy upon an Event of Default, and/or acceptance of payment of full or partial Rent or other payment required to be made by the Tenant during the continuance of any such Event of Default shall not constitute a waiver of such Event of Default or of any covenant, agreement, term or condition of this Lease.
- (d) No right or remedy herein conferred upon or reserved to the Landlord shall be exclusive of any other right or remedy, and every right and remedy shall be

cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law.

17. **RENEWAL AND TERMINATION OF LEASE.**

- (a) Renewal. The parties may renew for additional five-year terms by mutual written agreement.
- (b) Termination. Notwithstanding any other provision in or incorporated by reference into this Lease, this Lease and any renewal term may be terminated by either party at any time upon at least six (6) months written notice to the other party. At the termination of this Lease, the Tenant shall deliver peacefully the Premises in as good order and repair as the same were on the Commencement Date, reasonable wear and tear excepted.

18. **BINDING EFFECT; AMENDMENTS.** The covenants, agreements, and rights contained in this Lease shall bind and inure to the respective heirs, personal representatives, successors and assigns of the Landlord and the Tenant. This Lease constitutes the entire, full and complete understanding and agreement between the Landlord and the Tenant, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Lease and shall be null, void and without legal effect. Neither party, nor any agent of either party, has any authority to alter, amend or modify any of the terms of this Lease, unless the amendment is in writing and executed by all parties to this Lease with the same formality as this Lease.

19. **NOTICES.**

- (a) All notices to the Tenant required or permitted under this Lease shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, addressed to:

OSHER LIFELONG LEARNING INSTITUTE
Attn: Executive Director
4210 Roberts Road
Fairfax, Virginia 22032
Telephone: (703) 503-3384

- (b) All notices to the Landlord required or permitted under this Lease shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, addressed to:

Cathy Wolfe
Director of Space Management
George Mason University

4400 University Drive, MSN 1E4
Fairfax, Virginia 22030

with a copy to:

Office of University Counsel
George Mason University
4400 University Drive, MSN 2A3
Fairfax, Virginia 22030

- (c) Where, under the terms of this Lease, a notice is sent by certified U.S. mail, postage prepaid, return receipt requested, such notice shall be deemed to have been given as of the date of mailing such notice. Each party to this Lease shall notify the other party of any new address at which to mail notices, which notice shall be given in the manner provided above, and unless and until such notice of a new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in the NOTICES Section, as appropriate.
 - (d) Where, under the terms of this Lease, a notice is required or permitted to be sent by certified U.S. mail, postage prepaid, return receipt requested, and such notice is not sent in such manner, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed.
20. **HEADINGS.** The heading of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.
21. **ADDITIONAL PROVISIONS.** This Lease is subject to the following terms, conditions, modifications, additions and/or deletions provided in the following designated attachments, exhibits and riders: NONE.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals.

Landlord: COMMONWEALTH OF VIRGINIA
By the RECTOR AND VISITORS OF
GEORGE MASON UNIVERSITY

By: Maurice W. Scherrens
Maurice W. Scherrens
Senior Vice President

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit

The foregoing Deed of Lease was acknowledged before me this 8th day of October, 2007, by Maurice W. Scherrens, acting in his capacity as Senior Vice President of George Mason University, by the Rector and Visitors of George Mason University, on behalf of the University.

Janice K. Gouch
Notary Public

My commission expires: Oct. 31, 2009



Tenant: OSHER LIFELONG LEARNING INSTITUTE
AT GEORGE MASON UNIVERSITY

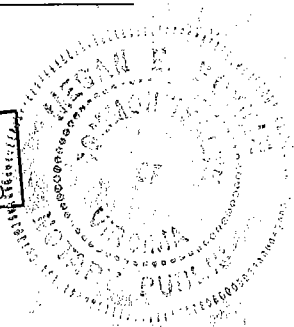
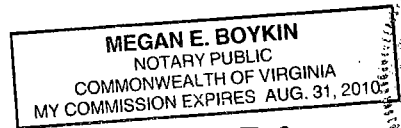
By: Robert P. Carroll
Name: ROBERT P. CARROLL
Title: PRESIDENT

STATE OF VIRGINIA
CITY/COUNTY OF FAIRFAX, to-wit:

The foregoing Deed of Lease was acknowledged before me this 26th day of SEPTEMBER, 2007, by ROBERT P. CARROLL, acting in his/her capacity as PRESIDENT of the OSHER LIFELONG LEARNING INSTITUTE AT GEORGE MASON UNIVERSITY, a Virginia non-profit corporation.

Megan E. Boykin
Notary Public

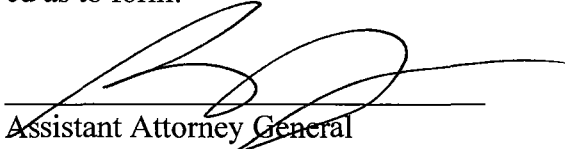
My commission expires: August 31, 2010




Commission ID:
7019822

OFFICE OF THE ATTORNEY GENERAL

Approved as to form:

By: 
Assistant Attorney General

**RECOMMEND APPROVAL:
GEORGE MASON UNIVERSITY FACILITIES**

By: 
Thomas G. Calhoun
Vice President, Facilities