

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), MADE AND ENTERED INTO THIS ____ day of _____, 2008, by and between St. Gregory the Great Orthodox Church, a parish of the Antiochian Orthodox Christian Archdiocese of North America (the "Landlord") whose address for the purpose of this lease is 1443 Euclid Street, N.W., Washington, DC 20009 and _____, a non-profit corporation (IRC Section 501(c)(3) certification number: _____) (the "Tenant") (collectively, Landlord and Tenant shall be the "Parties").

1. PREMISES AND TERM.

The Landlord, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Tenant to be kept and performed, leases unto the Tenant and Tenant hereby rents and leases from Landlord, according to the terms and provisions herein, the following described real estate, located at _____, Washington, DC with the improvements thereon and all rights, easements and appurtenances thereto belonging, which, more particularly, includes the space and premises as may be shown on "Exhibit A," (the "Premises") if and as may be attached hereto, for a term of twelve (12) months, beginning at midnight on the first day, which shall be deemed to have occurred on the 1st day of January, 2009, and if not earlier terminated (Section 16) or extended (Section 17) in accordance with this Lease Agreement, ending at midnight on the last day of the lease term, which shall be on the 31st day of December, 2009 (the "Term") upon the condition that the Tenant pays rent therefor, and otherwise fully performs as in this Lease provided. The sole purposes and uses of the Premises shall be religious or commercial in nature. Under no circumstances may the Premises be used for residential purposes.

2. RENTAL.

Tenant agrees to pay to Landlord as rental for said term, as follows: One Thousand Four Hundred Dollars (\$1,400.00) per month, in advance, the first rent payment becoming due upon the 1st day of January, 2009, and the full amount, per month, on the 1st day of each month thereafter, during the term of this Lease.

All sums shall be paid by delivery to the Landlord at 7326 Poplar Court, Falls Church, Virginia 22042, or elsewhere, as the Landlord may, from time to time, otherwise designate in writing.

3. POSSESSION.

Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to the Landlord at the time and date of the close of this Lease Term, except as herein otherwise expressly provided.

4. USE OF PREMISES.

Tenant covenants and agrees during the Term of this Lease to use and to occupy the Premises, only for legal purposes. Tenant further covenants and agrees the Premises

will not be used during periods when St. Gregory's offers services without the express written agreement of the Landlord in advance. This shall include both regularly scheduled Sunday Matins and Divine Liturgy from 8:30AM to 1PM and Saturday Evening Vespers from 5:30PM to 7PM as well as services offered on Holy Days. A sample schedule for services on Holy Days and approximate service times is attached as Exhibit B and will be delivered annually to the Tenant. Schedule may not be inclusive of services that may be required from time to time for weddings, funerals, and other needs of the parish.

5. QUIET ENJOYMENT.

Landlord covenants that its estate in said Premises is in its entirety and that the Tenant on paying the rent herein reserved and performing all the agreements by the Tenant to be performed as provided in this Lease, shall and may peaceably have, hold and enjoy the demised premises for the Term of this Lease free from molestation, eviction or disturbance by the Landlord or any other persons or legal entity whatsoever. Landlord shall have the right to mortgage all of its right, title, and interest in said Premises at any time without notice and this Lease shall be subordinate to any such mortgage.

6. CARE AND MAINTENANCE OF PREMISES.

(a) Tenant takes said Premises in their present condition except for such repairs and alterations as may be expressly herein provided.

(b) LANDLORD'S DUTY OF CARE AND MAINTENANCE. Landlord will keep the roof, structural part of the floor, walls and other structural parts of the building in good repair.

(c) TENANT'S DUTY OF CARE AND MAINTENANCE. Tenant shall, after taking possession of said Premises and until the termination of this Lease and the actual removal from the Premises, at its own expense, care for and maintain said Premises in a reasonably safe and serviceable condition, except for structural parts of the building. Tenant will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the Tenant, its agents or employees.

Tenant agrees to keep faucets closed so as to prevent waste of water and flooding of premises and to promptly take care of any leakage or stoppage in any of the water, gas or waste pipes. The Tenant agrees to maintain adequate heat to prevent freezing of pipes, if and only if the other terms of this Lease fix responsibility for heating upon the Tenant. Tenant shall make no structural alterations or improvements without the written approval of the Landlord, which approval shall not be unreasonably withheld.

Tenant is responsible for securing all windows and doors within and on its leased space and shall exert diligence in keeping building entrances and openings locked after normal business hours.

(d) Tenant will make no unlawful use of said Premises and agrees to comply with all applicable valid regulations of the Board of Health, any applicable City Ordinances,

the laws of the District of Columbia and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public.

7. UTILITIES AND SERVICES.

Tenant, during the term of this Lease, shall pay all charges for use of telephone and other utilities and services which may be used in or upon the demised Premises, except as provided below:

(a) AIR CONDITIONING shall be furnished at the expense of Landlord and maintenance thereof at the expense of Landlord. Window unit air conditioners will be provided by Landlord.

(b) JANITOR SERVICE shall be furnished at the expense of Landlord according to scheduled weekly service, and otherwise as agreed with the Landlord. Tenant shall arrange to provide cleaning staff scheduled access by mutual consent.

(c) HEATING shall be furnished at the expense of Landlord and maintenance thereof at the expense of Landlord. Tenant may elect to supplement heating provided by Landlord with oil-based electric radiant heaters, but use of electric heaters without prior written permission of the Landlord is strictly prohibited.

(d) WATER AND SEWER shall be furnished at the expense of Landlord provided Tenant exercises reasonable and proper care to minimize the use of such services.

(e) ELECTRICITY shall be furnished at the reasonable expense of Landlord provided Tenant exercises reasonable and proper care to minimize the use of such services.

(f) TRASH DISPOSAL shall be furnished at the expense of Landlord under normal and reasonable use and circumstances. Additional specific charges incurred by Landlord to dispose of Tenant's trash shall be at the sole expense of the Tenant.

(g) SNOW REMOVAL shall be furnished at the expense of Tenant.

(h) LAWN CARE shall be furnished at the expense of Landlord.

(i) OTHER. Tenant and Landlord shall maintain clean and orderly appearance of shared facilities: Entrance, Hallway, Stairs, Bath and Kitchen at all times.

8. SURRENDER OF PREMISES AT THE END OF TERM - REMOVAL OF FIXTURES.

(a) Tenant agrees that upon the termination of this Lease, it will surrender, yield up and deliver the leased Premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

(b) Tenant may, at the expiration of the Term of this Lease, or renewal or renewals thereof or at a reasonable time thereafter, if Tenant is not in default hereunder, remove any fixtures or equipment which said Tenant has installed in the leased Premises, providing said Tenant repairs any and all damages caused by removal.

(c) HOLDING OVER. The Parties may continue this Lease month to month after the expiration of the Term at a monthly rent of One Hundred Fifty Percent (150%) of the rent charged for the last month of the Term.

9. ASSIGNMENT AND SUBLETTING.

Any assignment of this Lease or subletting of the Premises or any part thereof is prohibited without the Landlord's written permission.

10. LANDLORD'S RIGHT OF ACCESS.

Upon reasonable notice, Landlord or its authorized representative may enter the leased Premises at any reasonable time for the purpose of inspecting the leased Premises, the servicing of any utilities, and for provision of janitor services. In the event of an emergency, no such notice shall be required.

11. TAXES.

(a) ALL REAL ESTATE TAXES, levied or assessed by lawful authority (but reasonably preserving Landlord's rights of appeal) against said real property shall be timely paid by the Landlord.

(b) Increase in such taxes shall be paid by Landlord.

(c) PERSONAL PROPERTY TAXES. It is understood that Tenant is, in general, exempt from Personal Property Taxes.

(d) SPECIAL ASSESSMENTS. Special assessments shall be timely paid by the Landlord.

12. INSURANCE.

(a) Landlord and Tenant will each keep its respective property interests in the Premises and its liability in regard thereto, and the personal property on the Premises, reasonably insured against hazards and casualties; that is, fire and those items usually covered by extended coverage.

(b) Tenant will not do or omit the doing of any act which would vitiate any insurance, or increase the insurance rates in force upon the real estate improvements on the Premises.

(c) In the event of damage to buildings, or improvements by any natural or manmade disaster, the Tenant shall notify the Landlord by telephone or in writing within 24 hours of Tenant's knowledge thereof.

(d) Release of Recovery Rights. Each Party hereby releases the other from claims for recovery for any loss or damage to any property owned by either Party which is insured under valid and collective insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that waiver shall apply only when permitted by the applicable policy of insurance.

(e) Certificates of Insurance. Tenant shall provide Landlord with usual and standard certificates of insurance from an approved carrier together with such endorsements at initiation of the Lease and as annually renewed during the term of the Lease. Terms shall include public liability and property damage covering the designate Premises and personal property, and specify not less than \$1,000,000 per person, and \$2,000,000 per incident, or as subsequently determined by Landlord in its reasonable discretion. All such policies obtained by Tenant shall include Landlord as an additional insured and shall provide that such policies may not be cancelled or materially altered without thirty (30) days' advance written notice to Landlord.

13. LIABILITY.

Tenant assumes responsibility and agrees to pay for any and all property losses or personal injuries arising out of the use and occupancy of the leased Premises, which are incurred by reason of the negligence of the Tenant or its employees or agents to the full extent permitted by the laws of the District of Columbia and pursuant to the procedures set forth therein.

14. DESTRUCTION OF LEASED PREMISES.

(a) PARTIAL DESTRUCTION. In the event of a partial destruction or damage of the leased Premises, which is a business interference, that is, which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after its occurrence, this Lease shall not terminate but the rent for the leased Premises shall abate during the time of such business interference. In the event of partial destruction, Landlord shall repair such damages within sixty (60) days of its occurrence unless prevented from so doing by acts of God, the elements, the public enemy, strikes, riots, insurrection, government regulations, city ordinances, labor, material or transportation shortages, or other causes beyond Landlord's reasonable control.

(b) ZONING. Should the zoning ordinance of the city or municipality in which this property is located make it impossible for the Landlord, using diligent and timely effort to obtain necessary permits and to repair and/or rebuild so that Tenant is not able to conduct its business on these Premises, then such partial destruction shall be treated as a total destruction as in the next paragraph provided.

(c) TOTAL DESTRUCTION OF BUSINESS USE. In the event of a destruction or damage of the leased Premises so that Tenant is not able to conduct its business on the premises and the damage cannot be repaired within sixty (60) days, this lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within twenty (20) days after

such destruction. Tenant shall surrender possession within ten (10) days after such notice issues, and each party shall be released from all future obligations hereunder, Tenant paying rent pro rate only to the date of such destruction. In the event of such termination of this lease, Landlord at its option, may rebuild or not, according to its own wishes and needs.

15. CONDEMNATION - DISPOSITION OF AWARDS.

Should the whole or any part of the demised Premises be condemned or taken by a competent authority for any public or quasi-public use or purpose, the Landlord shall be entitled to retain, as its own property, any award payable to it.

16. TERMINATION OF LEASE.

(a) This Lease shall terminate upon expiration of the demised Term; or if this Lease expressly and in writing provides for any option or options, and if any such option is exercised by the Tenant, then this Lease will terminate at the expiration of the option term or terms. During the last ninety (90) days of this Lease, or extension, Landlord shall have the right to show and Tenant shall permit prospective tenants to enter and examine Premises.

(b) Notwithstanding any other provision of this Lease, if Tenant is in default hereunder, Landlord may elect to terminate this Lease. In addition, if Landlord elects to sell or exchange the property (including the Premises) during any term of this Lease, then Landlord may terminate this Lease by providing not less than ninety (90) days' written notice to Tenant. In the event, and provided Tenant is not then in default, Tenant shall then be entitled to "free" rent for its last thirty (30) days of occupancy of the Premises.

17. EXTENSION

This Lease may be extended by mutual consent of Landlord and Tenant for a period of twelve (12) months according to notice given by each party to the other ninety (90) days prior to the termination date, or subsequent extension date. This lease may initially be extended to December 31st, 2010, and for a second and final extension period according to the same provisions to December 31st, 2011. Rental as provided under Section 2 of this agreement shall automatically escalate upon each extension date by the greater of either four percent (4%), or the sum of the rate of the Consumer Price Index published by the Federal Reserve Board plus four percent (4%).

18. SIGNS.

Tenant shall agree to waive all rights and privileges to post signs on property other than on the doors to their specific space and as part of the Building Directory in the alcove of the first floor. In exchange, Landlord agrees to waive rights and privileges of posting a "For Rent" sign during the last ninety (90) days of the term of this Lease, or extension.

19. RIGHTS CUMULATIVE.

The various rights, powers, options, elections and remedies of either Party, provided in this Lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either Party by law, and shall in no way affect or impair the right of either Party to pursue any other equitable or legal remedy to which either Party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

20. NOTICE AND DEMANDS.

Notices as provided for in this Lease shall be given to the respective Parties hereto at the respective addresses designated on page one of this Lease unless either Party notifies the other, in writing, of a different address. A copy of any notice sent to Tenant shall simultaneously be sent to _____.

Without prejudice to any other method of notifying a Party in writing or making a demand or other communication, such message shall be considered given under the terms of this Lease when sent, addressed as above designated, postage prepaid, by registered mail or certified mail, return receipt requested, by the United States mail and so deposited in a United States mail box.

21. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC.

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the Parties hereto; except that if any part of this Lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

22. CHANGES TO BE IN WRITING.

None of the covenants, provisions, terms or conditions of this Lease to be kept or performed by Landlord or Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant. This Lease contains the entire agreement of the Parties.

23. CONSTRUCTION.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

[Signatures on following page.]

IN WITNESS THEREOF, the Parties hereto have duly executed this Lease the day and year first above written.

TENANT

[NAME OF TENANT]

By:

Name:

Title:

LANDLORD

St. Gregory the Great Orthodox Church

By:

Name:

Title:

EXHIBIT A

DESCRIPTION OF PREMISES

The West Front Room and the West Rear Room on the second floor will be used exclusively by the Tenant. Use of the East Front Room - "the conference room" will be shared with St. Gregory's; night and weekend use must be coordinated with St. Gregory's. While St. Gregory's will continue to make improvements to the building, for the purpose of this agreement the space is to be considered "as is." Changes by the Tenant to the rooms occupied by the Tenant shall be subject to advance approval of the Landlord, cosmetic in nature and shall not damage floors, walls, windows or doors. All changes shall conform to the existing paint scheme.

EXHIBIT B

SAMPLE SCHEDULE of SERVICES FOR HOLY DAYS and HOURS (2008)

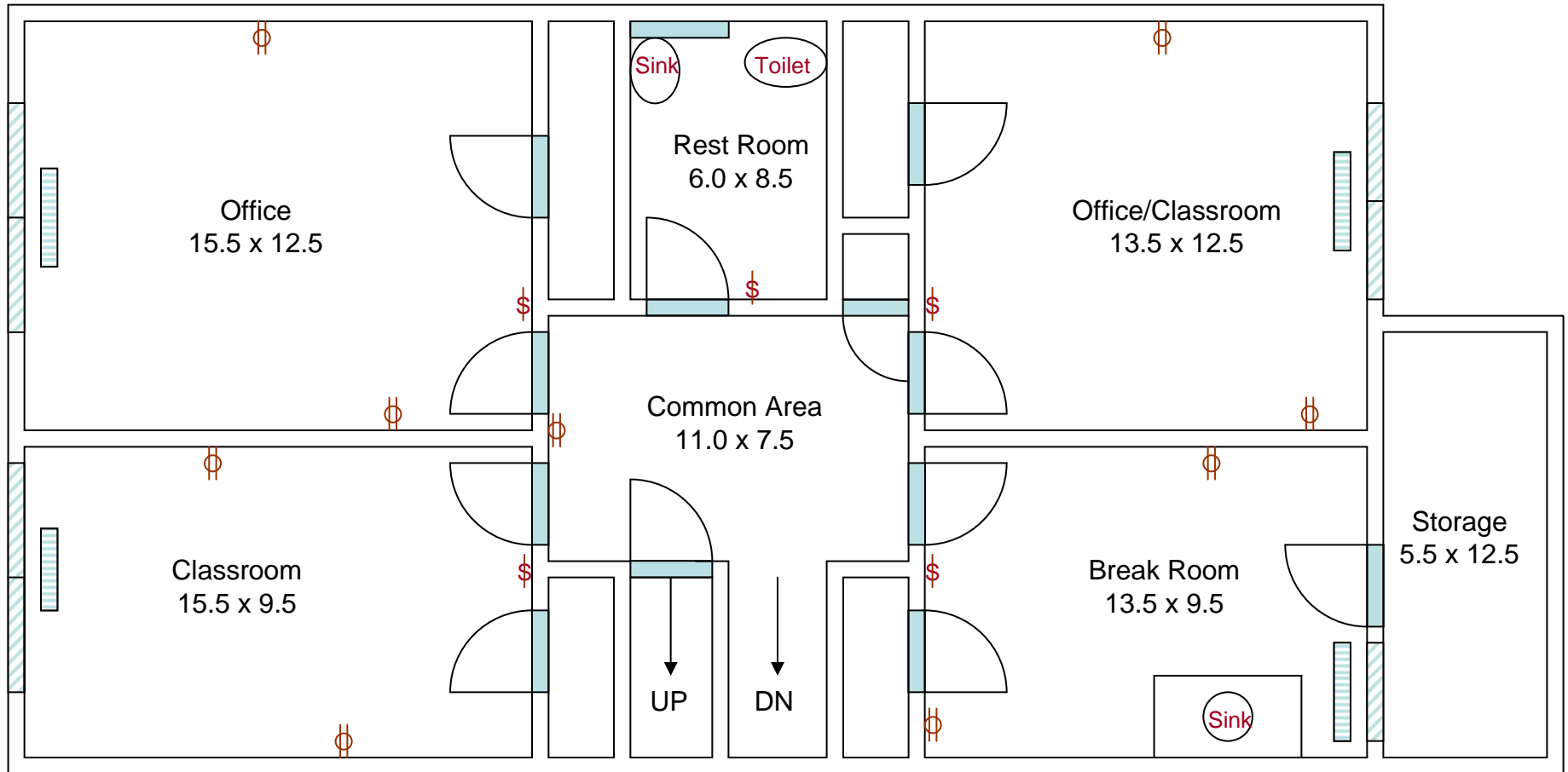
Schedule of Additional Services 2008

Daytime: 3 Service
Evening: 19 Services

January 1st, 2008	Feast of Circumcision 10:00 am
February 2nd, 2008	Presentation of the Lord / Candlemass 10am
February 21st, 2008	Eve of Chair of St. Peter 7:00pm
March 12th, 2008	Ash Wednesday 7:00pm
March 24th ,2008	Vigil of the Annunciation 7:00pm
April 23rd, 2008	Holy Wednesday 7:00pm
April 24th, 2008	Maundy Thursday 7:00pm
April 25th, 2008	Good Friday 12 Noon
April 26th, 2008	Holy Saturday 9:00pm
May 6th, 2008	Dedication of St. Gregory's; Eve of St. mark 7:00pm
June 4th, 2008	Vigil of the Ascension 7:00pm
June 25th, 2008	Vigil of Corpus Christi 7:00pm
August 5th, 2008	Vigil of the Transfiguration of our Lord 7:00pm
September 2nd, 2008	Consecration of St. Gregory the Great 7:00pm
September 29th, 2008	St. Michael & All the Angels 7:00pm
October 14th, 2008	Our Lady of Walsingham 7:00pm
October 27th, 2008	Vigil of St.'s Simon & Jude 7:00pm
November 3rd, 2008	All Souls 7:00pm
November 20th, 2008	Vigil of Presentation of the Blessed Virgin Mary 7:00pm
December 8th, 2008	Conception of the Blessed Virgin Mary 7:00pm
December 22nd, 2008	St. Thomas the Apostle 7:00pm
December 24th, 2008	Vigil of the Nativity 10pm

St. Gregory the Great Orthodox Church

2nd Floor



\$ = Wall Switch

⊕ = Electrical Outlet

▭ = Radiator

H = 6"