

LEASE AGREEMENT

THIS AGREEMENT, made this 8th day of September 1993, by and between Gemini Asset Managers "Landlord"), and Timberville Electronics, Inc., T A Video Kingdom, P. O. Box 202, Timberville, Virginia, 22853, hereinafter-called "Tenant").

WITNESSETH, that in consideration of the rents and covenants hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord premises located in the County of Rockingham, State of Virginia;, and known as Space of "I" (hereinafter called Jamesway Plaza Shopping Center"), containing approximately 2,400 square feet as shown on the Exhibit A attached hereto (hereinafter called "Premises"), upon the following terms and conditions:

SECTION 1. The term ("Term") of this lease ("Lease") shall commence on October 1, 1993 and shall be for a period of thirty-nine (39) months. Tenant shall have the right to extend this Lease for another thirty-six (36) month period by notifying said Landlord in writing prior to the thirty-second (32) month of the initial term.

SECTION 2. Tenant covenants and agrees to pay to Landlord, as rental for the Premises a total rental in the amount of:

Months	Yearly Rate	Payable In Monthly Installments
October 1, 1993 through December 31, 1993	0	0
January 1, 1994 through December 31, 1994	\$12,000.00	\$1,000.00
January 1, 1995 through December 31, 1995	\$13,200.00	\$1,100.00
January 1, 1996 through December 31, 1996	\$13,800.00	\$1,150.00

The rental rate for the option period shall be as stated below:

January 1, 1997 through December 31, 1997	\$14,400.00	\$1,200.00
January 1, 1998 through December 31, 1998	\$15,000.00	\$1,250.00
January 1, 1999 through December 31, 1999	\$15,600.00	\$1,300.00

A security deposit of One Thousand Dollars and No Cents (\$1,000.00) shall be held by the Landlord without interest and is to be returned to the Tenant within thirty (30) days of lease termination.

SECTION 3. Tenant shall examine the Premises prior to taking possession and shall represent in writing to Landlord prior to taking possession if in any respect the Premises are not in good order and repair. It is understood and agreed between the parties hereto that Landlord shall not make any improvements thereto, and any improvements or alterations made and any signs or decorations placed upon the Premises by Tenant shall be subject to landlord's prior written approval.

SECTION 4. The Premises shall be used by Tenant as video rental and sales, the sales and service of electronic equipment and other related items. . Tenant shall not store gasoline or other explosive, flammable or toxic materials within the Premises.

SECTION 5. Tenant covenants and agrees to perform all obligations on its part to be performed hereunder.. to conduct its business on the Premises in a dignified manner and to maintain the Premises in a clean and orderly condition, failing, to do so in the Landlord's @ sole discretion shall give Landlord the right to terminate this Lease Agreement if Tenant shall not have commenced compliance with written or, oral notice of landlord within forty-eight (48) hours after receipt thereof.

SECTION 6. Tenant shall pay, when due, all consumption charges for utility services furnished to the Premises, including but without limitation, heat, air conditioning, electricity and telephone. @ Landlord shall not be liable to Tenant for damages because of any interruptions in utility services and Tenant shall not be entitled to claim a constructive eviction due to such interruption, but Landlord shall proceed with reasonable diligence to restore such service to the extent that it is within Landlord's control to do so.

SECTION 7. Tenant agrees that it will repair promptly, at its own expense, any damage to the Premises caused by bringing into the Premises any property for Tenant's use, or by the installation or removal of such property, or by the negligence of Tenant or Tenant's employees, and that it will surrender the Premises at the expiration of the Term hereof in as good condition as when received, excepting depreciation caused by ordinary wear and tear.

SECTION 8.. Tenant will indemnify Landlord and save Landlord harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Tenant of the Premises or any part thereof or any other part of, Landlord's property, or occasioned wholly or in part by any act or omission of tenant, his agents, contractors, or employees. Tenant agrees to maintain at its own expense so long as Tenant occupies the Premises public liability insurance with respect to the Premises with minimum limits of \$1,000,000.00, and Tenant will further deposit the policy of such insurance or certificates thereof with Landlord. All policies evidencing such insurance 'shall name Landlord or its designators as additional insured.

SECTION 9. It is expressly understood and agreed that Tenant shall not . ass ign this lease in whole or in part, nor sublet all or any part of the Premises, nor license concessions or lease departments therein, without first obtaining the written consent of the Landlord.

SECTION 10. Tenant, at its sole cost and expense shall comply with and shall cause the Premises to comply with all federal, state and local statutes, laws, regulations and ordinances and shall be responsible for obtaining all required permits and certificates necessary to conduct its business in the Premises.

SECTION 11. Tenant covenants and agrees to perform all obligations on its part to be performed hereunder and to maintain the Premises in a clean and orderly condition. Failure of Tenant to perform its obligations as aforesaid shall give Landlord the right to terminate this Lease Agreement upon written notice to Tenant and, upon such termination of Lease, Landlord may reenter Premises and shall have no further obligations hereunder.

SECTION 12. If any payments of rent or additional rent are in arrears for more than ten (10) days, (a) Landlord may distrain therefor, and shall be entitled to the benefit of all laws pertaining to distraint or actions in the nature of distraint; (b) Tenant shall pay Landlord a late charge equal, to ten percent (10%) of the unpaid rent; and (c) beginning on the 11th day of arrearage and continuing until such arrearage is paid, Tenant shall be liable to Landlord for payment of additional rent (herein call "arrearage rent" for the purpose of this Section 12) for the period of such arrearage at an annual rate equal to the lesser of (i) the highest rate permitted by law or (ii.) eighteen percent (18%). Any payments by Tenant to Landlord made after the accrual of arrearage rent may be applied by Landlord to such arrearage rent irrespective of the obligation for which Tenant may earmark such payment.

SECTION 13. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the Parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can be modified only by a writing signed by the party against whom the modification is enforceable.

SECTION 14. Rental payments shall be due and payable by the first day of each month without prior billing. Payments should be made payable and mailed to:

Dominion Commercial Properties, Inc.
8865 Applecross Lane
Springfield, Virginia 22153--1250

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement as of the day and year first above written.

WITNESS:

LANDLORD: GEMINI ASSET MANAGERS

By:

WITNESS:

TENANT: TIMBERVILLE ELECTRONICS
T/A Video Kingdom

By: