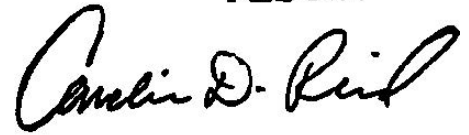




Such Sixth Amendment to Lease shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

**A TRUE COPY:  
TESTE:**

A handwritten signature in black ink, appearing to read "Carlin D. Reed". The signature is written in a cursive style with a large initial "C".

**City Clerk**



# City of Richmond

## Intracity Correspondence

### O&R Transmittal

**DATE:** March 23, 2026

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Danny Avula, Mayor

**THROUGH:** Odie Donald II, Chief Administrative Officer

**THROUGH:** Sharon L. Ebert, DCAO for Planning & Economic Development

**THROUGH:** Amy Popovich, DCAO for Human Services

**THROUGH:** Leticia Shelton, DCAO for Finance and Administration

**THROUGH:** Meghan Brown, Director of Budget and Strategic Planning

**THROUGH:** Angie Rodgers, Director of Economic Development

**FROM:** Christopher Nizamis, Real Estate Manager – Real Estate Strategies/DED

**RE:** Sixth Amendment to Lease of 4100 Hull Street Road

**ORD. OR RES. No.** \_\_\_\_\_

**PURPOSE:** To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Sixth Amendment to Lease between the City of Richmond, as lessee, and Saul Subsidiary I Limited Partnership, as lessor, for the purposes of enabling the City's continued use of approximately 52,411± square feet of the property located at 4100 Hull Street Road for the Department of Neighborhood and Community Services and other City functions.

**BACKGROUND:** On January 13, 1997, the City of Richmond (on behalf of the Department of Social Services and other City functions) entered into a lease agreement for approximately 26,411 square feet at 4100 Hull Street Road. The 2<sup>nd</sup> Amendment, dated February 23, 2005, increased the lease premises by 26,000 square feet to a total of approximately 52,411 square feet. The 3<sup>rd</sup> Amendment, dated April 1, 2016, extended the lease term another three years and removed most operating expenses from the City's responsibility. The 4<sup>th</sup> Amendment extended the term an additional three years. The 5<sup>th</sup> Amendment, dated March 28, 2022, extended the term an additional three years.

The current lease expired on March 31, 2025, and as such, the City desires to extend the lease for up to fifteen years with an option to extend for five additional years, which will enable the continued use of the space by DNCS, DSS, DJS, Finance and other City Agencies. DNCS will continue to use the space following DSS' move to 300 E. Franklin Street in December of 2025. DSS will continue to operate out of Southside Community Services Center but in a reduced capacity.

The City has negotiated a reduced rent for the extended term of \$399,075/year 1 (\$15.00/sf.) to be paid in monthly installments of \$33,256.25. This results in a reduction in the base rent of \$164,434.24 annually (from \$563,418.24 to \$399,075.00) and by \$13,695.27 monthly (from \$46,951.52 to \$33,256.25). This agreement reflects the Lessor providing the 2<sup>nd</sup> floor of the space at no additional charge.

In addition, the City will receive a Tenant Improvement allowance of \$576,521.00 from the Lessor to be used for needed site improvements and the removal of the Common Area Maintenance costs. The City can sublease the 2<sup>nd</sup> floor to other supporting tenants which could help offset the monthly rent obligations. Lastly, the Lessor will replace all existing HVAC units, repair the elevator to ensure safe operation, and perform all necessary repairs to the roof and windows of the building and other building items as responsible by the Lessor.

**COMMUNITY ENGAGEMENT:** The City's commitment and presence at this location has been informed by ongoing engagement with residents and members of Council to ensure Southside residents have equitable access to critical City services and resources.

**STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL:** Mayoral Action Plan, particularly the following pillars:

1. A Thriving City Hall
2. Thriving Neighborhoods
5. Thriving and Inclusive Communities
7. A City That Tells its Stories

**FISCAL IMPACT:** The City will pay an estimated annual rent of \$399,075/year (\$33,256.25/month) for the first year with an annual escalation of three percent for subsequent years and will continue to be responsible for costs associated with utilities (except for trash removal), janitorial services, security personnel, and alarm system fees (as is the case under the lease currently).

Note: the fiscal impact realizes a reduction in the base rent of \$164,434.24 annually (from \$563,418.24 to \$399,075.00) and by \$13,695.27 monthly (from \$46,951.52 to \$33,256.25).

**DESIRED EFFECTIVE DATE:** Upon adoption

**REQUESTED INTRODUCTION DATE:** April 27, 2026

**CITY COUNCIL PUBLIC HEARING DATE:** May 26, 2026

**REQUESTED AGENDA:** Consent agenda

**RECOMMENDED COUNCIL COMMITTEE:** Education and Human Services (May 14, 2026)

**AFFECTED AGENCIES:** Budget and Strategic Planning, City Attorney's Office, Neighborhood and Community Services and Real Estate Strategies/DED.

**RELATIONSHIP TO EXISTING ORD. OR RES.:** Ord. No. 97-223-237; Ord. No. 2004-322-298; Ord. No. 2016-108; Ord. No. 2019-077; Ord. No. 2022-089

**ATTACHMENTS:** Sixth Amendment to Lease

**STAFF:**

Dominic Barrett, Senior Policy Advisor – Neighborhood and Community Services  
Christopher Nizamis, Real Estate Manager – Real Estate Strategies/DED  
Stephen Harms, DCAO Office

## SIXTH AMENDMENT TO LEASE

**THIS SIXTH AMENDMENT TO LEASE** (the "Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date") by and between SAUL SUBSIDIARY I LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as "Landlord"), and CITY OF RICHMOND, VIRGINIA, a political subdivision and municipal corporation of the Commonwealth of Virginia (hereinafter referred to as "Tenant").

**WHEREAS**, Landlord and Tenant have entered into that certain Lease dated January 13, 1997 (the "Original Lease"), as amended by a First Amendment to Lease dated January 13, 1997, a Letter Agreement dated January 13, 1997, a Letter Agreement dated November 4, 1997, a Second Amendment to Lease dated February 23, 2005, a Letter Agreement dated August 25, 2005, a Letter Agreement dated November 1, 2005, a Third Amendment to Lease dated April 1, 2016 ("Third Amendment"), a Fourth Amendment to Lease dated April 1, 2019, a Fifth Amendment to Lease dated April 1, 2022 ("Fifth Amendment") (collectively with the Original Lease, the "Lease") for approximately 52,411 square feet of space, which represents the entirety of the free-standing, two-story building in the Southside Plaza Shopping Center located at 4100 Hull Street, Richmond, Virginia 23224 (the "Premises"); and

**WHEREAS**, the Extension Term (as defined in the Fifth Amendment) of the Lease expired March 31, 2025;

**WHEREAS**, pursuant to that certain letter from Landlord to Tenant dated March 17, 2025 (the "Letter"), Landlord granted Tenant permission to holdover and occupy, and Tenant has held over and occupied, the Premises as a month-to-month tenant continuously and without interruption since April 1, 2025 through the Effective Date, pursuant to the terms and conditions of the;

**WHEREAS**, pursuant to the Letter and notwithstanding the foregoing, Landlord agreed to waive any holdover rent to which Landlord may have been entitled pursuant to Article 35 of the Original Lease, as previously amended;

**WHEREAS**, the parties hereto desire to enter into this Amendment to reinstate the Original Lease, to formally extend the term of the Lease and for the other purposes, all hereinafter set out;

**WHEREAS**, by Ordinance No. \_\_\_\_\_, adopted \_\_\_\_\_, 202\_\_ by the City Council for the City of Richmond, Virginia (the "City Council"), the City Council authorized the Chief Administrative Office of the City to execute this Amendment;

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **TERM.** (a) Article 2 of the Original Lease, as previously amended, captioned "Term" is hereby further amended to extend the term of the Lease commencing on the Effective Date and ending on the last day of the month which is one hundred eighty (180) months after the Effective Date (the "Sixth Amendment Extension Term").

(b) Landlord and Tenant hereby reinstate the Lease, as amended hereby, as if it never lapsed.

(c) The term "Lease Year" as used herein shall mean a period of twelve (12) consecutive full calendar months. The first Lease Year shall begin on the Effective Date (or on the first day of the calendar month immediately following the Effective Date if said date is other than the first day of a calendar month), and each succeeding Lease Year throughout the Sixth Amendment Extension Term and any Option Terms (as defined below) shall commence on the anniversary date of the first Lease Year of the Sixth Amendment Extension Term.

2. **MINIMUM RENT.** As of the Effective Date, paragraph (b) of Article 3 of the Lease captioned "Rent; Deposit" shall be amended to add the following language:

Throughout the Sixth Amendment Extension Term, as applicable, Tenant shall pay Minimum Rent as follows (partial months shall be prorated based on the actual number of days in the month):

Lease Year	Annually	Monthly
1	\$399,075.00	\$33,256.25
2	\$411,047.25	\$34,253.94
3	\$423,378.67	\$35,281.56
4	\$436,080.03	\$36,340.00
5	\$449,162.43	\$37,430.20
6	\$462,637.30	\$38,553.11
7	\$476,516.42	\$39,709.70
8	\$490,811.91	\$40,900.99
9	\$505,536.27	\$42,128.02
10	\$520,702.36	\$43,391.86
11	\$536,323.43	\$44,693.62
12	\$552,413.13	\$46,034.43
13	\$568,985.52	\$47,415.46
14	\$586,055.09	\$48,837.92
15	\$603,636.74	\$50,303.06

3. **OPTION.** Tenant shall have the option to renew the term of the Lease for one (1) additional term of five (5) years, following the expiration of the Sixth Amendment Extension Term (the "Option Term"), provided that the Lease is in full force and effect, that the Tenant named herein shall be the then-current Tenant, and Tenant shall not be in default in the performance or observance of any of the terms, provisions, covenants and/or conditions of the Lease on the date of the exercise of any Option Term granted herein, beyond applicable notice and cure periods. To be effective, such Option Term must be exercised by delivery to Landlord of an unequivocal written notice of Tenant's exercise of its right to renew at least twelve (12) but not more than fifteen (15) months prior to the expiration of the term of the Sixth Amendment Extension Term. With respect to the Option Term, in the event that Tenant shall fail to exercise the same strictly within the time period and in the manner set forth above, time being of the essence, and/or at the time hereinabove specified for the exercise of such option and the commencement of such Option Term, all of the

conditions precedent set forth above shall not have been satisfied, then such Option Term shall automatically expire and be absolutely void and of no force and effect, and this Lease shall terminate effective upon the expiration of the Sixth Amendment Extension Term. The Option Term shall be on the same terms, covenants and conditions as the Lease, as modified hereby, except that the Minimum Rent during the Option Term shall be increased as provided below:

16	\$621,745.84	\$51,812.15
17	\$640,398.22	\$53,366.52
18	\$659,610.17	\$54,967.51
19	\$679,398.48	\$56,616.54
20 to end of Option Term	\$699,780.43	\$58,315.04

4. **LANDLORD'S WORK.** Landlord, at Landlord's sole cost and expense, shall perform the following at the Premises (subsections (i) through (iii)(a) below collectively, "Landlord's Work"):

(i) provide that the elevator in the Premises is in working order, including, performing the work outlined on Exhibit A within nine (9) months after the Effective Date;

(ii) provide that the roof and roof membrane and all exterior windows and doors at the Premises are water-tight, including performing the work outlined on Exhibit A within twelve (12) months after the Effective Date; and

(iii) **HVAC.** Article 58 of the Original Lease captioned "HVAC" is hereby deleted in its entirety and shall be of no further force or effect.

(a) As of the Effective Date, the rooftop of the Premises contains certain heating, ventilating, air conditioning ("HVAC") rooftop units consisting of: two 40-ton units, two 30-ton units, and one 25-ton unit. In addition to Landlord's Work set forth in Paragraph 4 hereinabove, Landlord, at its sole cost and expense, shall replace all of the existing HVAC units as follows: (1) three of the existing HVAC rooftop units serving the Premises will be replaced with three 30-ton HVAC rooftop units during Calendar Year 2026 (such HVAC units will be the units most in need of replacement as reasonably determined by the parties hereto); and (2) the remaining two existing HVAC rooftop units serving the Premises will be replaced with one twenty-ton and one 40-ton HVAC rooftop unit during Calendar Year 2027.

(b) In addition to and following the foregoing, as and when commercially reasonably necessary during the Sixth Amendment Extension Term and the Option Term, if exercised, Landlord, at Landlord's sole cost and expense shall promptly perform any and all repairs to and replace, and be responsible for all costs associated with any such repairs and replacement of, any and all rooftop HVAC unit(s) and the HVAC system for the Premises in accordance with the terms of the Lease. For purposes of the foregoing, "repairs" shall mean any maintenance beyond routine maintenance, including, without limitation, repair and replacement of parts.

(c) Notwithstanding anything contained in the Lease to the contrary (including but not limited to Paragraph 4 of the Third Amendment), effective on the Effective Date, Tenant shall be responsible for reimbursement of Landlord's costs for routine maintenance of the HVAC rooftop units and HVAC system (which are not covered by any

applicable warranty) serving the Premises to keep the HVAC system in good operating condition up to a cap of Seven Thousand Five Hundred Dollars (\$7,500.00) (the "HVAC Maintenance Cap") per calendar year throughout the Sixth Amendment Extension Term of this Lease, the Option Term, if exercised, or any further extension of the term of the Lease; provided, however, that such HVAC Maintenance Cap shall be prorated for any partial calendar year; and further provided, however, that such HVAC Maintenance Cap shall escalate annually on January 1st of each calendar year during the Sixth Amendment Extension Term of this Lease, the Option Term, if exercised, or any further extension of the term of the Lease at a rate of three percent (3%) over the HVAC Maintenance Cap for the immediately preceding calendar year. Effective commencing at the beginning of the Sixth Amendment Extension Term of this Lease, Landlord shall procure the services of a licensed HVAC contractor, approved by Tenant, in its reasonable discretion, and have a minimum of two (2) maintenance visits per year and otherwise as needed, based upon Landlord's inspections or Tenant's reasonable requests, to ensure that the HVAC units are consistently in good working order and condition. Notwithstanding the foregoing to the contrary, Tenant hereby initially approves of NexTech as an HVAC contractor who may perform maintenance, repair and/or replacement of the HVAC rooftop units or HVAC system within the Premises. Within thirty (30) days after incurring any such routine maintenance charges, Landlord shall invoice Tenant for such costs accompanied by reasonable supporting documentation, and Tenant shall remit payment for such charges to Landlord within thirty (30) days after receipt of such invoice, subject to the foregoing cap on such reimbursement obligation. Throughout the Sixth Amendment Extension Term and during the Option Term, if exercised, Landlord shall provide Tenant with the ability to control the thermostats for the Premises. Within thirty (30) days after the Effective Date, Landlord, at Landlord's sole cost and expense, shall remove all cages over the Premises' thermostats.

(iv) Landlord's Work hereunder shall be in performed in a good and workmanlike manner, using new, first-class materials, in accordance with all rules, regulations, codes and ordinances of any local, municipal, state and/or Federal authorities having jurisdiction thereof. Permits, licenses or approvals required for said Landlord's Work from such authorities shall be obtained by Landlord at its sole cost and expense. Landlord shall use reasonable efforts not to disturb Tenant's use and enjoyment of the Premises during all periods of performance of Landlord's Work, provided, however that Tenant shall cooperate with Landlord in a commercially reasonable manner with Landlord's performance of Landlord's Work. Prior to accessing the Premises to perform Landlord's Work, Landlord shall provide as much notice as is reasonably practicable, but no less than two (2) business day's prior written notice (which may be via electronic mail), and Landlord shall use reasonable efforts to coordinate the timing of Landlord's Work with Tenant. Tenant shall have the right to have a representative present during all Landlord's Work at no additional cost to Landlord.

5. **TENANT'S WORK.** Tenant may, its sole cost and expense but subject to reimbursement by Landlord as provided in Section 6 below, remodel, refurbish and redecorate the interior of the Premises, including the making of any and all interior, cosmetic improvements, alterations and changes to the Premises including, but not limited to, any or all of the following: new ceiling, new lighting, new flooring, painting, tiling, replacement of bathroom fixtures and light fixtures, and new wall coverings, as well as removal and installation of non-load bearing walls and removal and installation of interior doors (collectively, "Tenant's Work"). All work to be performed by Tenant hereunder shall be in accordance with detailed plans and specifications (or, if plans and specifications are not applicable to Tenant's Work, a detailed scope of work including proposed flooring finishes

and wall colors, and such other information as Landlord may reasonably request) for same to be prepared by Tenant and submitted to Landlord, within six (6) months after the Effective Date, for Landlord's written approval, not to be unreasonably withheld, conditioned or delayed. It is expressly agreed that Tenant shall not commence any such Tenant's Work until said plans and specifications or scope of work, as applicable, have been approved by Landlord. All Tenant's Work to be performed by Tenant shall be performed in a good and workmanlike manner, in accordance with all rules, regulations, codes and ordinances of any local, municipal, state and/or Federal authorities having jurisdiction thereof. Permits, licenses or approvals required for said Tenant's Work from such authorities shall be obtained by Tenant at its sole cost and expense but subject to reimbursement as provided below. Tenant shall provide to Landlord Tenant's (i) proposed plans (if applicable) and, (ii) prior to commencing Tenant's Work in the Premises, final plans (if applicable), all of which shall be in a PDF file format and a CAD file format including, without limitation (as applicable), plans for architectural changes and electrical, plumbing and mechanical work. Tenant agrees that it shall substantially complete Tenant's Work within eighteen (18) months after the date of Landlord's approval of Tenant's plans and specifications or scope of work, as applicable ("Completion Date"). It is expressly understood and agreed that any such alterations, changes or improvements shall in no way harm the structure of the Premises. No approval of plans by Landlord shall be deemed to be a representation or warranty by Landlord that such plans or the work provided for therein will comply with applicable codes, laws or regulations or be in conformance with any insurance or other requirements which affect the Premises or the Shopping Center, or that the Premises are structurally adequate to support the work shown on such plans, and Tenant shall have the sole responsibility of ascertaining and complying with all such requirements notwithstanding Landlord's approval of Tenant's plans. Notwithstanding anything contained in the Lease to the contrary (including the terms of Article 20 of the Lease), upon the expiration or earlier termination of the Lease, Tenant shall not be obligated to restore the Premises to their original condition that existed prior to the Original Lease or to Tenant's Work; provided, however, that Tenant may remove Tenant's trade fixtures so long as Tenant corrects any damage caused by such removal. The parties acknowledge and agree that any proposed improvements or alterations to the Premises other than or after the completion of Tenant's Work shall be governed by Article 20 of the Original Lease as may be amended.

6. **LANDLORD'S CONTRIBUTION.** Landlord agrees to contribute an amount ("Landlord's Contribution") equal to the lesser of (i) the actual amount expended by Tenant to perform Tenant's Work in the Premises described in Paragraph 5 of this Amendment or (ii) \$576,521.00. The Landlord's Contribution will be payable to Tenant as follows:

(a) \$192,173.66 within thirty (30) days from the date Tenant delivers to Landlord;

(i) a copy of Tenant's construction agreement with the contractor(s) or general contractor, as applicable;

(ii) a written certification from Tenant's general contractor or if none, from Tenant (the Director of the Office of Neighborhood and Community Services), certifying to Landlord (and Landlord's lender, if requested) that one third (1/3) of Tenant's work in the Premises has been completed in accordance with the plans approved by Landlord; and

(iii) executed and notarized partial lien releases on Landlord's form from

all contractors, subcontractors and materialmen in excess of \$5,000.00 performing collectively, one-third (1/3) of Tenant's work in the Premises as described above.

(b) \$192,173.66 within thirty (30) days from the date Tenant delivers to Landlord:

(i) a written certification from Tenant's general contractor or if none, from Tenant (the Director of Office of Neighborhood and Community Services may sign) certifying to Landlord (and Landlord's lender, if requested) that two thirds (2/3) of Tenant's work in the Premises has been completed in accordance with the plans approved by Landlord; and

(ii) executed and notarized partial lien releases on Landlord's form from all contractors, subcontractors and materialmen in excess of \$5,000.00 performing collectively, two thirds (2/3) of Tenant's work in the Premises as described above.

(c) The remaining balance of Landlord's Contribution will be payable within thirty (30) days from the date Tenant completes Tenant's Work in the Premises and delivers to Landlord each of the following:

(i) executed and notarized final lien releases on Landlord's form from all contractors, subcontractors and materialmen in excess of \$5,000.00 performing Tenant's work in the Premises;

(ii) copies of paid invoices detailing the scope of work by trade for all work performed in the Premises; and

(iii) a written certification from Tenant's architect licensed in the state where the Premises are located certifying to Landlord or if none, from Tenant (the Director of Office of Neighborhood and Community Services may sign) (and Landlord's lender, if requested) that Tenant's work in the Premises has been completed in accordance with the plans approved by Landlord.

If Tenant does not requisition all of the Landlord's Contribution in accordance with this Paragraph 6 within one (1) year after the date of completion of Tenant's Work, any unused portion of the Landlord's Contribution not so requisitioned shall be retained by Landlord.

7. **SUBLEASE.** Notwithstanding anything set forth in the Lease, including, without limitation, in Article 15 of the Original Lease, to the contrary, (i) to the extent that Tenant has subleased portions of the first floor of the Premises to one (1) or more sublessees prior to the Effective Date, Landlord hereby approves such subleases and any amendments to, expansions of or extensions of the same previously delivered to Landlord and dated prior to the Effective Date, and (ii) Tenant may sublease all or any portion(s) the second floor of the Premises, containing approximately 25,806 square feet in total, to one (1) or more sublessee(s) from time to time during the Sixth Amendment Extension Term and the Option Term, for the purpose of general office and related incidental uses, provided, however, as to all such subleases, Tenant shall continue to remain fully liable under the Lease for the performance of all of the terms contained herein. Notwithstanding anything set forth herein or in the Lease to the contrary, with respect to any such subleases of the first or second floor of the Premises, Landlord shall not be entitled to receive any of the Transfer Consideration

(as defined in the Original Lease) with respect to any such sublease. Landlord's agreement to permit a sublease or subleases as provided for in this paragraph shall not create any rights in the subtenant(s) against Landlord or any privity between Landlord and the subtenant named in the sublease(s). In the event of any conflict between the provisions set forth in any sublease and the provisions of the Lease, as amended hereby, the provisions of the Lease, as amended hereby, shall control with respect to the rights and remedies of Landlord. Notwithstanding anything in the foregoing document to the contrary, any sublease shall be expressly under and subject to the provisions of the Lease, as amended hereby, and the sublease shall not be deemed to constitute a waiver of the requirement for consent to any other sublease or Landlord's consent to (i) any action of the subtenant provided for in the sublease, or (ii) the approval or acceptance by Landlord of any terms or conditions contained in the sublease, or (iii) the assumption of any obligations by Landlord not expressly provided for in the Lease, as amended hereby.

8. **RIGHT OF FIRST OFFER.** Provided Tenant is not then in default (beyond any applicable notice and cure period(s)) in any of the material provisions of this Lease, as modified hereby, Landlord agrees that, during the Sixth Amendment Extension Term of this Lease and the Option Term, if exercised, if Landlord desires to sell the Premises and the associated land, improvements and appurtenances (together with an access easement and non-exclusive parking rights to parking adjacent to the Premises within the Shopping Center, collectively, the "Building") or the entire Shopping Center, including the Premises, Tenant shall have the right of first offer to purchase the Building or the Shopping Center, as applicable, in accordance with the terms and conditions set forth in this Paragraph 8, as follows:

(a) Landlord shall, prior to marketing the Building or the Shopping Center, notify Tenant in writing of its intention to market the Building or the Shopping Center and the material terms and conditions on which the Landlord would be willing to sell the Building or the Shopping Center to the Tenant

(b) Within fifteen (15) business days after Tenant's receipt of the right of first offer notice (the "Offer Notice"), Tenant shall notify Landlord that either Tenant (i) agrees to put forth an Ordinance to City Council proposing to authorize the purchase of the Building or the Shopping Center, as applicable, or (ii) does not desire to purchase the Building or the Shopping Center under the terms described in the Offer Notice. A failure by Tenant to timely elect the option described in clauses (i) or (ii) above shall be deemed an election of the option set forth in clause (ii).

(c) If Tenant rejects Landlord's offer to sell the Building or the Shopping Center, as applicable, under the terms and conditions set forth in the Offer Notice, and Landlord thereafter receives an offer to purchase the Building which is acceptable to Landlord for a price which is more than ten percent (10%) less than the purchase price proposed in the Offer Notice (the "Revised Terms"), then Landlord shall, before entering into a sale of the Building under the Revised Terms, send Tenant a notice setting forth the Revised Terms (the "Revised Offer Notice"). Within ten (10) business days after receiving the Revised Offer Notice, Tenant shall notify Landlord that Tenant either (i) agrees to put forth an Ordinance to City Council proposing to authorize the purchase the Building or the Shopping Center, as applicable, under the Revised Terms or (ii) does not desire to purchase the Building or the Shopping Center, if applicable, under the Revised Terms. If Tenant does not indicate its desire to accept Landlord's offer, subject to the approval of City Council, to sell the Building or the Shopping Center under the Revised Terms within ten (10) business days after

receiving the Revised Offer Notice, then Tenant shall be deemed to have rejected the offer to purchase the Building or the Shopping Center set forth in the Revised Offer Notice, and Landlord shall thereafter be free to sell the Building or the Shopping Center under the terms described in the Revised Offer Notice, free of any further rights of Tenant under this Section.

(d) If Tenant indicates a desire to introduce an Ordinance to City Council to purchase the Building or the Shopping Center under this Section, then the parties shall negotiate, in good faith, the terms and conditions of a purchase and sale agreement embodying the terms set forth in the Offer Notice, or the Revised Offer Notice, and shall use reasonable efforts to enter into such agreement within sixty (60) days after the date Tenant notifies Landlord that Tenant will put forth an Ordinance to City Council proposing to authorize the purchase of the Building or the Shopping Center, as applicable as required under Paragraph 8(b) hereinabove. Said purchase agreement shall provide that Tenant agrees to accept the Building "as is" in its then existing condition, subject to any negotiated representation and warranties. The parties hereto acknowledge that no purchase and sale agreement can be executed by Tenant nor can any purchase be effected unless and until the City Council has adopted an authorizing Ordinance.

(e) Time shall be of the essence with respect to Tenant's right of first offer under this Section. If Tenant elects to purchase the Building or the Shopping Center, the Term of this Lease shall nonetheless remain in full force and effect until the Tenant acquires applicable title.

(f) If a sale to a third party pursuant to this Section does close, the purchaser shall, as a part of the closing of such sale, be assigned and shall assume all of Landlord's rights, titles, interests and obligations under this Lease, Tenant shall attorn to such purchaser provided that such Purchaser agrees not to disturb Tenant's possession.

(g) Notwithstanding anything herein to the contrary, Tenant's right of first offer shall not apply to (i) a transfer of the Building or the Shopping Center to an affiliate or subsidiary of Landlord, or (ii) any sale of the Building or the Shopping Center as a part of, or in connection with, a sale of any other real property or other assets of Landlord, including but not limited to as a part of a transfer of all or a portion of the land containing the Shopping Center that includes property containing more than the Building, or (iii) and transfer or conveyance in connection with the creation of a condominium unit which includes the Premises, or (iv) any transfer or encumbrance of the Premises in connection with any financing transaction entered into by Landlord including, without limitation, a "sale-leaseback" type financing.

(h) Notwithstanding anything contained herein to the contrary, Tenant's rights contained in this Paragraph 8 shall not be construed as a right of first refusal to purchase either the Premises or the Shopping Center.

9. **LANDLORD DEFAULT.** If Landlord defaults in its obligations to maintain and repair the Premises in accordance with the provisions of this Lease, and such failure of Landlord will have a material adverse effect on Tenant's ability to operate its business in the Premises, and any such failure continues for a period in excess of thirty (30) days after Landlord receives Tenant's written notice of such default provided, however, that if any such default of Landlord cannot with due diligence and commercially reasonable efforts be cured by Landlord within the thirty (30) day period after receipt of Tenant's notice, the period for cure by Landlord shall be extended by a period not to exceed ninety (90) days in total if,

within such thirty (30) day period Landlord commences and thereafter diligently pursues the cure of any such default within such ninety (90) day period; then in addition to any remedies at law or in equity, Tenant may at its option and at its risk, perform any such maintenance or repairs. The reasonable costs incurred by Tenant in curing any default of Landlord in accordance with this Article shall be reimbursed to Tenant by Landlord within thirty (30) days after Landlord's receipt of (i) Tenant's invoice for such costs, and (ii) copies of paid invoices for all such work or expenses incurred, and (iii) if applicable, lien waivers from all contractors, subcontractors, material suppliers or other parties having lien rights involved in the performance of such work; provided, however, and notwithstanding the foregoing, that if Landlord fails to timely reimburse Tenant for such costs, then Tenant may offset such costs from Minimum Rent by deducting such costs from Tenant's then-current monthly payment of Minimum Rent at a rate not to exceed fifty percent (50%) of such monthly payment until reimbursed in full.

10. **ANNUAL OPERATING EXPENSES AND REAL ESTATE TAXES.**

Landlord and Tenant acknowledge and agree that (i) Tenant has not been responsible for payment of "Annual Operations Costs" or "Real Estate Taxes" (as defined in the Lease) since prior to the "Extension Term" provided for in the Third Amendment and (ii) that Tenant shall not be responsible for the payment of Annual Operating Costs or Real Estate Taxes throughout the Sixth Amendment Extension Term of this Lease and the Option Term, if exercised. Notwithstanding the foregoing to the contrary, Landlord shall continue to maintain the Common Facilities of the Shopping Center, including, without limitation, any and all parking, drive aisles, sidewalks and landscaping within the boundaries of the Shopping Center in good working order and in a safe, attractive and neat condition, consistent with similarly situated shopping centers in the greater Richmond geographical area (including, without limitation, the removal of snow, the emptying of trash cans in the Common Facilities and removal of other rubbish, striping and repaving of parking spaces and drive aisles, the maintenance of insurance, and lighting), and Landlord shall ensure that Real Estate Taxes for the Shopping Center are paid in a timely manner.

11. **DELETION.** Effective on the Effective Date, Paragraph 3 of the Fifth Amendment captioned "Tenant Right to Terminate" is hereby deleted in its entirety and shall be of no further force and effect.

12. **RELOCATION OF PREMISES.** Article 18(d) of the Original Lease is hereby deleted in its entirety and shall be of no further force or effect.

13. **CONDUCT OF TENANT'S BUSINESS.** Article 14 of the Original Lease captioned "Conduct of Tenant's Business" is hereby deleted in its entirety and shall be of no further force or effect.

14. **PARKING.** (a) Landlord agrees that Tenant may elect to designate those certain parking spaces (hereinafter referred to as "Tenant's Parking Spaces") in the location shown on Exhibit B attached hereto, as either standard or handicap parking spaces to be used by Tenant's customers and visitors during the term of this Lease. In the event that, Tenant shall, at Tenant's sole cost and expense, within sixty (60) days from the date of such election, install signs in front of the Tenant's Parking Spaces indicating "Reserved Parking for City of Richmond Use Only" (the "Reserved Parking Signs") and, if any or all of such parking spaces are to be handicap parking spaces, then Tenant shall, at Tenant's sole cost and expense, restripe and enlarge such parking spaces as required for compliance with applicable laws, rules, regulations and ordinances.

(b) If Tenant so elects to designate Tenant's Parking Spaces, Tenant shall provide to Landlord, for Landlord's review and approval, not to be unreasonably withheld, conditioned or delayed, proposed plans and specifications for the Reserved Parking Signs. Tenant shall maintain the Reserved Parking Signs in good condition and repair and in accordance with the standards of the Shopping Center and no more than once every five (5) calendar years during the Sixth Amendment Extension Term of this Lease and the Option Term, if exercised, Landlord shall have the right to require Tenant to upgrade or replace the Reserved Parking Signs at Tenant's sole cost and expense.

(c) Tenant acknowledges and agrees that the placement of the Reserved Parking Signs and designation of the Tenant's Parking Spaces is for customer courtesy use only. Tenant shall not enforce by towing or otherwise any violations in the use of Tenant's Parking Spaces. Furthermore, Landlord shall have no obligation to monitor or enforce by towing or otherwise any violations in the use of Tenant's Parking Spaces.

(d) If at any time during the Sixth Amendment Extension Term of this Lease and the Option Term, if exercised, the parking spaces for the Shopping Center, including, without limitation, the Premises, are substantially reconfigured, reduced, either or both, and such reduction, reconfiguration, either or both, has a consistent, material, adverse effect on Tenant's ability to operate at the Premises (Landlord and Tenant acknowledge and agree that Tenant typically utilizes no more than one hundred and fifty (150) parking spaces at any given time), then Tenant may terminate this Lease upon six (6) months written notice to Landlord; provided, however, that if Landlord shall provide additional parking spaces which are reasonably sufficient for Tenant's use within the Shopping Center within three (3) months after the date of Tenant's termination notice, then Tenant's termination notice shall be null and void and of no further force or effect.

15. **USE OF THE PREMISES.** Article 13 of the Lease is hereby modified to include in Tenant's permitted use general office use (including, without limitation, government office use and the provision of governmental services to residents), medical office and public health use (including clinical visits) and related and ancillary uses by and in the name of Tenant or, if applicable, any sublessees approved by Landlord as provided herein and for no other purpose whatsoever. Subject to all applicable laws, Tenant is permitted to dispense medications incidental to its medical practice and charge for such medications on a sliding scale; provided, however, Tenant is not permitted to sell any merchandise or medicine that is required by law to be dispensed by a registered pharmacist at a commercial pharmacy. Tenant further agrees to operate its business in the Premises in a manner which will not (x) include a pediatric dentist office; and (y) violate the restrictions listed on Exhibit C attached hereto and made a part hereof.

16. **MEDICAL WASTE.** Notwithstanding anything contained herein to the contrary, any materials which Tenant keeps in or about the Premises shall be kept and stored within designated areas and stored and disposed of in strict conformance with all applicable codes, ordinances, laws and/or regulations of the federal government and the municipality, county and/or state in which the Premises are located.

17. **DUMPSTER SERVICE.** Landlord, at Landlord's sole cost and expense, shall be responsible for the costs of refuse removal for the Premises and shall caused to be emptied, or contract directly with a service provider to empty, the dumpster(s) for the

Premises on a routine basis, generally consistent with past practices and with industry standards for similarly situated shopping centers.

18. **VENUE.** The Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and each Landlord and Tenant consents to the jurisdiction and venue of the Circuit Court for the City of Richmond, Virginia, upon service of process made in accordance with the statutes of the Commonwealth of Virginia, and further agrees that any and all causes of action whether or not arising under the Lease, as amended hereby, by and between the parties hereto shall only be brought in the Circuit Court of the City of Richmond, Virginia.

19. **TENANT'S SIGNATURE AUTHORITY.** Except as otherwise expressly authorized herein, the Chief Administrative Officer for the City of Richmond or a designee thereof shall have the authority to provide any notices or authorizations contemplated in the Lease, including this Amendment, and including exercise of the Option Term.

20. **SUBJECT TO APPROPRIATIONS, SOVEREIGN IMMUNITY, DAMAGES & ATTORNEY'S FEES.** Notwithstanding anything in the Lease, as modified hereby, to the contrary, Tenant's obligation to pay Minimum Rent and any other amounts pursuant to the Lease, as modified hereby, and in connection with any performances under this the Lease and Amendment are subject to and dependent upon funds appropriated for such purpose by the City Council; consequently, the Lease, as modified hereby, shall bind Tenant only to the extent that Tenant possesses sufficient funds to perform its obligations hereunder and under no circumstances shall Tenant's total liability under the Lease, as modified hereby, exceed the total amount of funds appropriated by City Council for any payments or performance of Tenant hereunder. Nothing in the Lease, as amended hereby, may be construed as a waiver of the sovereign immunity granted to Tenant by the Commonwealth of Virginia, statutes, and applicable case law, nor may anything in the Lease, as modified hereby, be construed as an agreement by Tenant to indemnify Landlord. Landlord and Tenant waive any and all rights to punitive, consequential, special and indirect damages against the other party with respect to any matter arising out of or in any way relating to the Lease, as amended hereby.

21. **MISCELLANEOUS.** Except as specifically modified hereby, the Lease shall remain in full force and effect in accordance with the terms contained therein and is hereby ratified, approved and confirmed in all respects. Any agreement, obligation or liability made, entered into or incurred by or on behalf of Landlord binds only its property and no shareholder, trustee, officer, director, employee, partner or agent of Landlord assumes or shall be held to any liability therefor. The provisions of this Amendment shall be binding upon the parties hereto, their successors, and to the extent permitted under the Lease, their assigns. If drafts of this Amendment or other communications between the parties were sent (or are hereafter sent) by email or other electronic methods, then the following additional provisions shall also apply: (i) any typewritten signature included with any e-mail or any document attached to any email is not an electronic signature within the meaning of Electronic Signatures in Global and National Commerce Act or any other law of similar import, including without limitation, the Uniform Electronic Transactions Act ("UETA"), as the same may be enacted in any State, and (ii) any transmission of this Amendment is not intended as an "electronic signature" to a "record" of such transaction (as those terms are defined under UETA); instead, a record of such transaction shall be created only upon either (A) manually-affixed original signatures on an original Amendment document, or (B) electronic signatures as provided below in this paragraph.

The parties agree that this Amendment or any other document necessary for the consummation of the transaction contemplated by this Amendment may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act, the UETA, or any applicable state or local jurisdictional laws. Any document (including but not limited to this Amendment) accepted, executed, delivered or agreed to in conformity with such laws will be deemed an original and will be binding on the parties in the same manner and shall have the same legal validity and enforceability as if it were physically or manually accepted, executed, delivered or agreed (including but not limited to by "wet ink" signatures). Signatures transmitted by .pdf shall be treated as originals in all respects, and this Amendment may be executed in any number of counterparts, which taken together shall constitute one agreement.

22. **INTERPRETATION.** The submission of this Amendment for examination does not constitute an agreement, an option or an offer, and this Amendment becomes effective only upon execution and delivery thereof by Landlord and Tenant. Neither party shall have any legal obligation to the other in the event that the Amendment contemplated herein is not consummated for any reason. Discussions between the parties respecting the proposed Amendment described herein, shall not serve as a basis for a claim against either party or any officer, director or agent of either party. Captions and headings are for convenience and reference only and shall not in any way define, limit or describe the scope or content of any provision of this Amendment. Except as otherwise provided herein, capitalized terms shall have the same meaning as set forth in the Lease. Whenever in this Amendment (i) any printed portion, or any part thereof, has been stricken out, or (ii) any portion of the Lease (as the same may have been previously amended) or any part thereof, has been modified or stricken out, then, in either of such events, whether or not any replacement provision has been added, this Amendment and the Lease shall hereafter be read and construed as if the material so stricken out were not included, and no implication shall be drawn from the text of the material so stricken out which would be inconsistent in any way with the construction or interpretation which would be appropriate if such material had never been contained herein or in the Lease. The Exhibits referred to in this Amendment and attached hereto are a substantive part of this Amendment and are incorporated herein by reference. In the event of a conflict between the terms, conditions and provisions of this Amendment and the Lease, the terms of this Amendment shall prevail.

23. **RECITALS.** The initial "recitals" to this Amendment are hereby incorporated into this Amendment as if fully set forth herein.

24. **BROKERS.** Each of the parties hereby represents and warrants to the other that it has not dealt with any broker or finder in connection with this Amendment. This Section 18 shall survive the expiration or earlier termination of the Lease, as modified hereby.

25. **MEMORANDUM OF LEASE.** Landlord and Tenant agree, contemporaneously with execution of this Amendment, to execute and have acknowledged a short form memorandum of the Lease, as modified hereby, in a form suitable for recording, substantially in the form of **Exhibit D** attached hereto (the "MOL"). Within thirty (30) days following the Effective Date, Landlord shall have delivered to Tenant a counterpart of the MOL executed and acknowledged by any current lender of Landlord

secured by the Premises and the Shopping Center. Tenant may record the MOL in the land records for the City of Richmond, Virginia, at Tenant's sole cost and expense. Upon written request from Landlord following the expiration or earlier termination of this Lease, Tenant shall execute a termination instrument on a commercially reasonable form acceptable to Tenant to be recorded by Tenant at Tenant's sole cost and expense.

26. **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**. Upon request of Tenant, Landlord will use reasonable efforts to obtain a non-disturbance agreement for Tenant's benefit from future lenders holding a mortgage lien on the Shopping Center (a "Future Lender"). The non-disturbance agreement shall be on the Future Lender's approved form, and Tenant shall pay to Landlord, as additional rent, all fees, costs and expenses charged to Landlord by the Future Lender in connection with the Future Lender's review of this Lease and negotiation or review of the non-disturbance agreement including, without limitation, the Future Lender's legal fees.

The remainder of this page is intentionally blank.  
Signature page(s) follow(s).

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment under seal on the day and year first above written.

ATTEST:

TENANT: CITY OF RICHMOND,  
VIRGINIA, a political subdivision and  
municipal corporation of the  
Commonwealth of Virginia

\_\_\_\_\_  
(seal)

By: \_\_\_\_\_

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

Title: Chief Administrative Officer

Approved as to Form: *Judith B. Chen*  
City Attorney's Office

ATTEST:

LANDLORD: SAUL SUBSIDIARY I LIMITED  
PARTNERSHIP, a Maryland limited  
partnership

*[Signature]*  
(seal) Assistant Secretary



By: Saul Centers, Inc., General Partner

By: *[Signature]*  
(seal)

Name: D. Todd Pearson

Title: President and Chief Operating Officer

## EXHIBIT A

### LANDLORD'S WORK – Section 4(i) and (ii)

#### First Floor (external):

- Repair or replace doors and frames around the facility (Frame and Door 164B, 171+112, 148, 150, 152)
- Repair or replace of frame and door on the E. Belt Blvd side of the building (rusted – loading dock area)
- Water leakage on Hull Street side of building - address

#### First Floor (internal):

- Elevator Room:
  - Hydraulic pump alarm needs to be reconnected
  - Disconnected red wire at ceiling to be addressed
- Elevator button on the first floor - fix
- Repair doors and frames around the facility (Frame and Door 164B, 171+112, 148, 150, 152)
  - Repair door button for ADA compliance
- Repair of frame and door on the E. Belt Blvd side of the building (rusted – loading dock area)
- Hallway to Staff Bathrooms: water fountains missing covers and non-functional - address

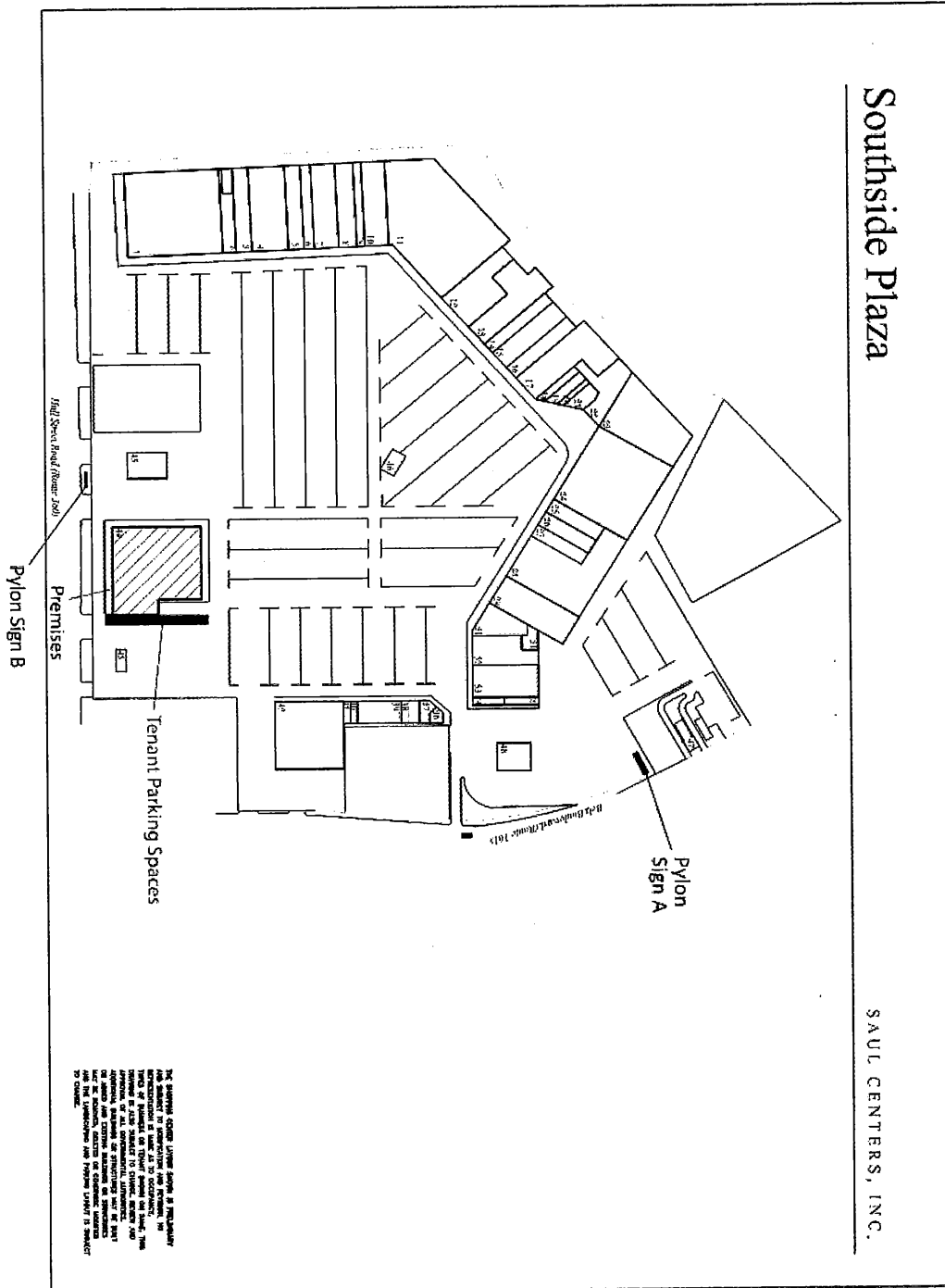
#### Second Floor (external):

- Roof repairs as necessary
- Generator room door frame repair for exterior door (water intrusion issues without cover to outside roof)

#### Second Floor (internal):

- Elevator button on the second floor - fix
- Window frame repair/replacement (as necessary) from water damage or water leakage (facing the parking lot)
- Suite B office window frame repair/replacement (as necessary) from water damage or water leakage (facing the parking lot)
- Suite B wall damage from water damage/leakage behind cubicle spaces – address
- Generator room floor repair (hole near door entrance)
- Generator room wall repair (stepping in block above exterior door frame)
- Janitor's Closet: new water heater installed without permit and no hot water on the D-side of the building – correct both

### EXHIBIT B TENANT'S PARKING SPACES



Southside Plaza

SAUL CENTERS, INC.

THE SHADING OF THE TENANT PARKING SPACES IS INTENTIONAL AND SUBJECT TO SUPERSEDITION AND CHANGE. THE TYPES OF PARKING IN OTHER AREAS MAY VARY FROM TIME TO TIME. THE SHADING OF THE TENANT PARKING SPACES IS SUBJECT TO CHANGE WITHOUT NOTICE. THE SHADING OF THE TENANT PARKING SPACES IS SUBJECT TO CHANGE WITHOUT NOTICE. THE SHADING OF THE TENANT PARKING SPACES IS SUBJECT TO CHANGE WITHOUT NOTICE.

**EXHIBIT C**  
**RESTRICTIONS**

The Premises, or any portion thereof, may be operated as medical offices, for public health purposes, either or both, by individuals licensed in the Commonwealth of Virginia to practice medicine, osteopathy, chiropractic, podiatry, physical therapy, psychiatry, clinical psychology or other health-related professions on an out-patient basis; provided, however, that the Premises shall not, in any event, be used for any of the following:

- (a) the operation of a clinic which has as its primary purpose providing medical services to terminate fetal or embryonic pregnancies or causing miscarriages;
- (b) the operation of a clinic for the primary purpose of treating patients with any infectious disease including, without limitation, persons with the AIDS virus or which are HIV positive; provided, however Landlord understands patients of Tenant may have the AIDS Virus or be HIV positive; and further provided, however, that no such clinic which treats patients with any infection disease shall be deemed to violate the foregoing so long as such clinic is operated in less than one quarter (1/4) of the square footage of the Premises, even if more than fifty percent (50%) of such clinic's provision of public health services is to patients with infectious diseases;
- (c) the operation of a clinic or other treatment center for the primary purpose of treating persons with drug abuse problems, alcohol abuse problems, or any similar substance abuse problems; provided however Landlord understands patients of Tenant may have such problems;
- (d) the regular operation of an emergency room or emergency care facility which involves the delivery of patients by ambulance or other emergency vehicles; provided, however that Tenant may render services to patients requiring emergency medical assistance who are not brought to the Premises by emergency vehicles; or
- (e) any clinic, classroom, group counseling center or any other use that will:
  - (i) materially increase the usage of parking;
  - (ii) increase insurance premiums for Landlord; or
  - (iv) violate applicable governmental laws, rules or regulations.

**EXHIBIT "D"**

**FORM OF MEMORANDUM OF LEASE**

Prepared by and when recorded return to:

Richmond City Attorney's Office  
900 East Broad Street, Suite 400  
Richmond, Virginia 23219  
Attn:

Tax Parcel No: C0060224030

This conveyance is exempt from the tax imposed by § 58.1-807 of the Code of Virginia (1950), as amended, pursuant to § 58.1-811(A)(3) of the Code of Virginia (1950), as amended.

**MEMORANDUM OF LEASE**

1. **NAME OF LANDLORD:** SAUL SUBSIDIARY I LIMITED PARTNERSHIP, a Maryland limited partnership.
2. **NAME OF TENANT:** CITY OF RICHMOND, VIRGINIA, a municipal corporation and political subdivision of the Commonwealth of Virginia.
3. **NAME OF LANDLORD'S LENDER:**
4. **LEASE:** Lease Agreement dated January 13, 1997, as previously amended and as amended by that certain Sixth Amendment to Lease dated \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date").
5. **ADDRESS OF LANDLORD:** 7501 Wisconsin Avenue, Suite 1500E, Bethesda, MD 20814, Attn: Legal Department  
  
**ADDRESS OF TENANT:** 900 E. Broad Street, Richmond, VA, Attn: Chief Administrative Officer
6. **DESCRIPTION OF PREMISES:** Approximately 52,411 square feet of space, which represents the entirety of the free-standing, two-story building in the Southside Plaza Shopping Center located at 4100 Hull Street, Richmond, Virginia 23224, together with certain parking and common area rights, as more particularly set forth in the Lease.
7. **TERM:** The Sixth Amendment Extension Term of the Lease expires fifteen (15) years from the Effective Date, and includes one (1) five (5) year option term.

8. **RIGHT OF FIRST OFFER:** The Lease grants to Tenant the right of first offer to purchase the Building and the Shopping Center, as more particularly described in the Lease.
  
9. **AUTHORITY; SUCCESSORS AND ASSIGNS.** Tenant and Landlord covenant and agree that the persons signing on their behalf, respectively, have the full power, authority and authorization to execute this Memorandum of Lease, without the necessity of any consents, authorizations or approvals, or if such consents, authorizations or approvals are required, they have been obtained prior to the execution hereof. All provisions of this Memorandum of Lease shall run with the land, and bind and inure to the benefit of the parties and their successors and assigns.

[Remainder of page intentionally left blank; signatures to follow on next pages.]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease effective as of February 3rd, 2026.

**LANDLORD:**

**SAUL SUBSIDIARY I LIMITED PARTNERSHIP,**  
a Maryland limited partnership

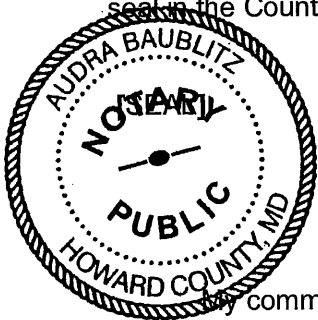
By: Saul Centers, Inc., General Partner



By: [Signature]  
Name: D. Todd Pearson  
Title: President and Chief Operating Officer

On this 3rd day of February, 2026, before me appeared D. Todd Pearson, to me personally known, who, being by me duly sworn, did say that he is President and Chief Operating Officer of Saul Centers, Inc., a corporation of the State of Maryland, and that said instrument was signed and sealed on behalf of said corporation in its capacity as General Partner of Saul Subsidiary I Limited Partnership, a Maryland limited partnership; and said officer acknowledged said instrument to be the free act and deed of said corporation acting in its capacity as General Partner of the above named limited partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



[Signature]  
Notary Public

Registration \_\_\_\_\_ No. \_\_\_\_\_

My commission expires: AUDRA BAUBLITZ  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires May 14, 2028



EXHIBIT A

Legal Description

All that certain land situate in the City of Richmond, Virginia, and more particularly described as follows:

BEGINNING at a railroad spike on the North line of Hull Street Road, U.S. Route No. 360, 306'± west of center line of Belt Boulevard, Virginia State Route No. 161; thence South 56°23'50" West 1022.54' to an iron rod on the North line of Hull Street Road; thence South 62°31'46" West 50.29' to an iron rod on the North line of Hull Street Road; thence South 56°24'00" West 11.50' to an iron rod on the North line of Hull Street Road; thence North 35°59'10" West 746.71' to an iron rod; thence on a curve with a radius of 1000.00' length of 707.63', delta of 40°32'40", chord of 692.96' and a chord bearing of North 15°51'14" East to an iron rod; thence South 85°35'50" West 68.35' to an iron rod; thence North 04°24'10" West 20.00' to an iron rod on the East line of a 40' street; thence North 09°36'00" East 335.76' to an iron rod on the East line of a 40' street; thence South 62°19'00" East 21.03' to an iron rod; thence North 27°41'00" East 300.00' to an iron rod on the South line of Belt Boulevard; thence South 62°19'00" East 150.00' to a pipe on the South line of Belt Boulevard; thence South 27°41'00" West 300.00' to an iron rod; thence South 62°19'00" East 179.98' to an iron rod; thence South 27°41'00" West 164.49' to an iron rod; thence North 85°35'50" East 118.04' to an iron rod; thence North 27°40'50" East 402.15' to an iron rod on the South line of Belt Boulevard; thence South 62°19'10" East 145.00' to a lead plug and tack on the South line of Belt Boulevard; thence South 27°40'50" West 6.35' to an iron rod on the South line of Belt Boulevard; thence on a curve with a radius of 1395.39', length of 404.87', delta of 16°37'28", chord of 403.46' and a chord bearing of South 50°27'06" East to a point on the South line of Belt Boulevard; thence South 28°58'10" East 50.63' to an iron rod on the South line of Belt Boulevard; thence South 56°20'50" West 189.20' to a pipe; thence South 33°39'10" East 200.00' to an iron rod; thence North 56°21'36" East 172.92' to an iron rod on the South line of Belt Boulevard; thence South 28°58'10" East 59.09' to an iron rod on the South line of Belt Boulevard; thence South 33°32'00" East 147.00' to an iron rod on the South line of Belt Boulevard; thence South 56°28'00" West 227.40' to an iron rod; thence South 33°36'10" East 273.70' to the point and place of beginning.