

INTRODUCED: December 15, 2025

AN ORDINANCE No. 2025-281

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Lease Agreement between the City of Richmond, as landlord, and Bakery RVA L.L.C., as tenant, for the purpose of overflow parking and a designated area for ride share drop-off and pick-up at 212 North 18th Street.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JAN 26 2026 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Lease Agreement between the City of Richmond, as landlord, and Bakery RVA L.L.C., as tenant, for the purpose of overflow parking and a designated area for ride share drop-off and pick-up at 212 North 18th Street. The Lease Agreement 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.

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

City of Richmond
Intracity Correspondence

O&R Transmittal

DATE: November 19, 2025

TO: The Honorable Members of City Council

THROUGH: The Honorable Dr. Danny Avula, Mayor

THROUGH: Odie Donald II, Chief Administrative Officer

THROUGH: Richard Edwards, Chief of Police

FROM: Police Deputy Chief Sybil El-Amin Jones, Richmond Police Department

RE: Lease Agreement between the City of Richmond and Bakery RVA L.L.C.

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer, for and behalf of the City of Richmond, to execute a Lease Agreement between the City of Richmond, as landlord, and Bakery RVA L.L.C., as tenant, for the purpose of utilizing the property known as the “Sandlot” located at 212 N. 18th Street for the purpose of (1) overflow parking for the tenants of a nearby apartment building owned by tenant and other paying licensees on a short-term basis and (2) creating a safe, designated area for ride share (such as Uber and Lyft) drop off and pick up at the property. Tenant will maintain, monitor and improve the property by increasing lighting, monitoring for and towing abandoned vehicles, and making other related improvements to the property.

BACKGROUND: This property is a vacant lot located in Shockoe Bottom and is classified as surplus property, which will be sold via a RFP for affordable housing. In the meantime, this lease would allow the tenant, who owns a nearby apartment building, to actively use the space for parking and actively monitor it. The Richmond Police Department (RPD) believes that the proposed activities of the tenant will contribute to the safety and security of the property and the surrounding area. The property is owned by Parks & Recreation.

COMMUNITY ENGAGEMENT: N/A.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: None.

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: N/A.

FISCAL IMPACT / COST: The City of Richmond is entering into a one-year lease agreement

with Bakery RVA L.L.C. at no cost.

DESIRED EFFECTIVE DATE: Upon adoption

O&R Request

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REQUESTED INTRODUCTION DATE: December 8, 2025

CITY COUNCIL PUBLIC HEARING DATE: January 12, 2026

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation

AFFECTED AGENCIES: RPD, PRCF

RELATIONSHIP TO EXISTING ORD. OR RES.: None.

ATTACHMENTS: Sandlot Lease Agreement

STAFF: Chief of Police Rick Edwards, Police Deputy Chief Sybil El-Amin Jones

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Agreement**”) is made as of this ____ day _____ of _____, 202____ (the “**Effective Date**”) by and between **CITY OF RICHMOND, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia (“**Landlord**”), and **BAKERY RVA L.L.C.**, Virginia limited liability company (“**Tenant**”). Landlord and Tenant are at times collectively referred to hereinafter as the “**Parties**” or individually as a “**Party**”.

RECITALS

A. Landlord owns that certain real property with improvements commonly known as the “Sandlot”, located at 212 N. 18th Street, Richmond, Virginia, 23223, containing approximately 1.0 acre, more or less, identified as Tax Map Parcel No. E0000160013 (such real property, together with all improvements thereon, being hereinafter referred to as the “**Property**”).

B. The Property is currently vacant and unimproved, and serves as a gravel parking lot and occasional staging area for the City of Richmond Policy Department.

C. Landlord has solicited or plans to solicit requests for proposals to develop the Property; however, Landlord does not anticipate that any conveyance or ground lease to, or any predevelopment access by, any selected developer of the Property (as applicable, the “**Property Transfer**”) would occur for at least a year to eighteen (18) months after the Effective Date.

D. Tenant constructed, maintains and leases that certain apartment building commonly known as “The Bakery” located at 127 N. 17th Street, Richmond, Virginia 23223 located across the street from the Property (the “**Bakery**”).

E. Prior to the Property Transfer, Tenant desires to utilize the Property for overflow parking for the Bakery tenants and other paying licensees on a short-term basis, to create a safe, designated area for ride share (such as Uber and Lyft) drop off and pick up, to increase lighting, to monitor for and tow abandoned vehicles, and to make related improvements to the Property, in exchange for Tenant’s maintenance, monitoring and improvement of the Property.

F. In light of the foregoing, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, the Property, subject to the terms and conditions of this Agreement.

G. In support of the foregoing, on _____, 20____, the City Council for the City of Richmond, Virginia (“**Council**”) adopted that certain Ordinance No. _____, which approved the form of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Landlord and Tenant agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by reference.

2. Lease. Commencing on the Effective Date, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Property, of which Tenant shall have sole and exclusive use and possession during the Term (as defined below), subject to the terms and conditions of this Agreement.

3. Term. The initial term of this Agreement will be one (1) year, to commence on the Effective Date and to expire at 12:00 a.m. on the date that is the first (1st) anniversary of the Effective Date, unless sooner terminated in accordance with the terms and conditions of this Agreement; provided, however, and notwithstanding the foregoing, the term of this Agreement shall automatically renew for up to twelve (12) additional one (1) month extension terms provided that there is no then-current Tenant Default (as defined below) and provided that neither Party has notified the other Party in writing of an intent not to so renew at least thirty (30) days prior to the then-current expiration of the term (the initial term, and any extension(s), the “Term”). Notwithstanding anything to the contrary contained in this Agreement, either Landlord or Tenant may elect, in such Party’s sole and absolute discretion, at any time during the Term, to terminate this Agreement for any reason or no reason at all upon thirty (30) days’ prior written notice to the other Party, and, in such event, the Parties shall have no further obligations under this Agreement, other than those stated to survive termination or expiration.

4. Security Deposit & Rent.

a. Security Deposit. As security for the payment and performance required by the Tenant hereunder, on or before the Effective Date, Tenant shall deposit funds in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) (the “Security Deposit”) to be held in trust by Landlord, and applied or refunded to Tenant as provided herein. Landlord may use, apply or retain all or any portion of the Security Deposit for the payment of any amount already due to Landlord hereunder or to reimburse or compensate Landlord for any liability, expense, loss or damage which Landlord may suffer or incur resulting from Tenant’s negligence or willful misconduct at the Property. If Landlord uses or applies all or any portion of the Security Deposit during the Term, then Tenant shall deposit sufficient funds to restore the Security Deposit to its full amount within ten (10) days of written request by Landlord. Upon the expiration or earlier termination of this Lease, Landlord shall return any unapplied portion of the Security Deposit Landlord is not entitled to retain hereunder to Tenant within thirty (30) days without interest.

b. Rent. There shall be no base rent due under this Agreement. Instead, the Parties acknowledge and agree that consideration for Landlord leasing the Property to

Tenant shall be Tenant's operation of the Property for the Permitted Use (as defined below) and Tenant's maintenance, monitoring and improvement of the Property in accordance with terms and conditions of this Agreement.

5. Tenant's Use.

a. Permitted Use. For purposes of this Agreement, the term "Permitted Use" means the following uses for the Property: short term parking for Bakery tenants and other paying licensees, the creation of a safe, designated area for ride share (such as Uber and Lyft) drop off and pick up, the monitoring and towing of abandoned vehicles, and the maintenance, lighting and improvement of the Property, all in accordance with the other terms and conditions of this Agreement. Any lighting that Tenant adds to the property must be LED lighting (or lighting that is more efficient than LED lighting). Tenant shall only use the Property for the Permitted Use, unless Landlord provides prior written approval for another use, in Landlord's sole and absolute discretion.

b. Signage. Tenant, at Tenant's sole cost and expense, shall have the right to install temporary, outdoor signage at the Property; provided, however, that any and all such signage must comply with all applicable zoning requirements and any such Tenant signage shall be subject to Landlord's prior written approval, in its reasonable discretion.

c. Landscaping and Planting. With Landlord's prior written approval through the Director of Parks, Recreation and Community Facilities (the "Director"), not to be unreasonably withheld, Tenant, at Tenant's sole cost and expense, may engage in landscaping, mulching and planting on the Property of native plants, scrubs, bushes, small trees and flowers within limited, designated areas which complement and do not impede the Permitted Use. Tenant shall not remove, materially trim or relocate any existing plants, scrubs, bushes, trees or flowers, or branches, on the Property which are not invasive, dead or diseased without Landlord's prior written approval, in Landlord's sole and absolute discretion (through the Director); any such removal, relocation or trimming shall occur at Tenant's own risk and in no event shall Landlord be liable for any claim, injury, damages or other liability relating to or arising out of such removal, relocation or trimming.

d. Damage. Tenant shall be financially responsible for any portion of the Property damaged by Tenant or any of Tenant's agents, employees, contractors, representatives, clients, guests, licensees, or invitees (the "Tenant Parties"), and Tenant shall remit payment to Landlord for the costs to repair such damage within thirty (30) days of written invoice therefor, accompanied by reasonable supporting documentation for such costs. Alternatively, upon Tenant's written request, and with Landlord's prior written approval, in Landlord's sole and absolute discretion, Tenant, at Tenant's sole cost and expense, may repair such damage such that the portion of the Property damaged by Tenant or the Tenant Parties is returned to the condition existing prior to the occurrence of such damage, as reasonably determined by Landlord.

6. Utilities and Services; Maintenance and Monitoring.

a. Utilities and Services. Throughout the Term, Landlord, at Landlord's sole cost and expense, agrees to pay for any of the following utilities which are furnished to the Property: water, gas, electricity, sanitary sewer, and any stormwater fees; provided however, and notwithstanding the foregoing, that Landlord shall not be responsible for any interruption in service. At all times throughout the Term, Tenant, at its sole cost and expense, shall keep the Property clean, neat and free of trash and debris. Tenant, at Tenant's sole cost and expense, shall provide and empty trash receptacles regularly as reasonably necessary. Tenant, at its sole cost and expense, shall have the right to obtain telephone, data, cable, internet and WIFI services for the Property directly from the applicable provider.

b. Maintenance and Monitoring. Throughout the Term, Tenant, at Tenant's sole cost and expense, (i) shall perform regular and other day to day maintenance on the Property as necessary or desirable to keep the Property in good working order and condition, and (ii) shall be responsible for care and weeding of landscaped areas. Within sixty (60) days after the Effective Date, Tenant, at Tenant's sole cost and expense, shall have (x) cleaned up the Property and installed temporary lighting of an artistic or otherwise aesthetically appealing character (unlike temporary police lighting, for example) (any such temporary lighting installation, the "**Lighting Installation**"), and (y) enacted a program to monitor the Property for abandoned or unpermitted vehicles (which shall include towing such vehicles) and unpermitted uses, reasonably acceptable to Landlord in each case. Thereafter throughout the Term, Tenant, at Tenant's sole cost and expense, shall provide, maintain, repair and replace such lighting, including, without limitation the Lighting Installation, and shall enforce such monitoring program. Tenant shall ensure that any party it invites onto the Property to perform any such maintenance or monitoring meets or exceeds the insurance coverage requirements described in this Agreement, and Tenant shall provide Landlord proof of such coverage prior to any such access and upon written request.

7. No Tenant Improvements. For purposes of this Agreement, the term "Improvements" means any renovations, alterations, additions, or structural or non-structural improvements made to the Property by, through or under Tenant, and shall include any and all furniture, fixtures and equipment permanently affixed to the Property. Tenant may not make any Improvements to the Property without Landlord's prior written approval of a detailed scope of work through the Director, in its sole and absolute discretion as to any and all improvements which do not directly support the Permitted Use, and in its reasonable discretion as to any improvements which support the Permitted Use. For the avoidance of doubt, Landlord anticipates that Tenant may request to install fencing and gating to secure parking at the Property as part of the Permitted Use and to construct improvements to create a safe, designated ride share drop off and pick up area at the Property. At all times throughout the Term, Tenant shall provide Landlord with any keys or security codes to any such fencing and gating. Any and all Improvements performed shall be performed in a good and workman like manner using new, first-class materials. Tenant shall ensure that any party it invites onto the Property to perform any Improvements meets or exceeds the insurance coverage

requirements described in this Agreement, and Tenant shall provide Landlord proof of such coverage prior to any such access and upon written request. Any Improvements other than the Lighting Installation shall be the property of the Tenant during the Term, and any Improvements other than the Lighting Installation which Landlord approves to remain on the Property as provided herein after the expiration or earlier termination of this Agreement shall automatically revert to ownership by Landlord without the need for further action or writing by either Party.

8. No Holdover. Tenant shall not hold over upon termination or expiration of this Agreement. If Tenant fails to vacate the Property upon such termination or expiration, such failure shall not confer to Tenant any rights to occupy the Property or further tenancy, regardless of the acts or omissions of Landlord or any of Landlord's employees or agents, including but not limited to Landlord's failure to evict Tenant from the Property. Tenant acknowledges and agrees that Landlord has solicited or plans to solicit requests for proposals to develop the Property in anticipation of the Property Transfer. If Tenant holds over in violation of this Section, Tenant shall be deemed to be a tenant at sufferance. The provisions of this Section shall survive termination or expiration of this Agreement.

9. Removal at End of Term. Upon termination or expiration of this Agreement, Tenant shall (i) peacefully surrender possession of the Property to Landlord, (ii) have removed all of its personal property, (iii) have removed its signage and restored any corresponding Property damage, (iv) have removed the Lighting Installation and any and all Improvements which Landlord has not identified in writing as approved to remain on the Leased Premises, and (v) have restored the Property to substantially the same condition as existed on the Effective Date, reasonable wear and tear and casualty and such Improvements approved by Landlord excepted. If Tenant does not so remove the foregoing from the Property, in Landlord's sole and absolute discretion, Landlord may either: (i) do so at Tenant's cost and expense and without incurring liability to Tenant for damages that may directly or indirectly result therefrom; or (ii) allow such property to remain on the Property, in which case title to such property shall vest in Landlord. The provisions of this Section 9 shall survive termination of this Agreement.

10. Right of Entry. Upon reasonable prior written notice (except in case of emergency), Landlord shall have the right to enter the Property to inspect the Property to ensure compliance with the terms of this Agreement, to make repairs or alterations to the Property which Landlord elects to perform in Landlord's sole and absolute discretion, and for any other lawful reason; provided, however, that Landlord shall use reasonable efforts not to interfere with or disturb Tenant's use and enjoyment of the Property.

11. "AS-IS". Tenant accepts the Property in "as is, where is, with all faults" condition as of the Effective Date. Landlord makes no representations as to the condition of the Property. Notwithstanding anything to the contrary contained in this Agreement, Landlord shall have no obligation to perform any maintenance, improvements or alterations in order to prepare the Property for Tenant's occupancy or the Permitted Use or otherwise during the

Term. For purposes of this Agreement, "Laws" means i) all applicable laws, rules, regulations, ordinances, directives, covenants, easements, and zoning and land use regulations; and ii) all restrictions of record, permits, and building codes, now in effect or which may hereafter come into effect. No representation or warranty is made by Landlord as to any particular condition, absence of hazardous or toxic substances, absences of faults, flooding, or compliance with Laws, without limitation, those relating to health, safety, and the environment. Tenant is not relying, and will not later rely, upon any representations and warranties made by Landlord, oral or written, or anyone acting or claiming to act, by, through or under or on the Landlord's behalf concerning the Property. The Landlord shall not be responsible to Tenant for the correction of any violations of any Laws due to the presence of any hazardous substances on the Property. In the event that either the Landlord or the Tenant becomes aware of any presence of hazardous substances on the Property in violation of law, this Agreement shall become null and void immediately upon the written election of either Party, and in such event, Tenant agrees to remove any and all of its other personal property, any Improvements not approved by Landlord to remain, and vacate the Property immediately. This Section 11 shall survive the expiration or earlier termination of this Agreement.

12. Environmental. Tenant shall not, either with or without negligence, cause or permit the use, storage, generation, escape, disposal or release of any "Hazardous Substances and Wastes" within, over or under the Property in any manner not sanctioned by the Laws. For purposes of the foregoing, "Hazardous Substances and Wastes" means those hazardous substances and hazardous wastes as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §§ 9601 et seq., respectively, and in any regulations promulgated thereto.

13. Insurance; Waivers; Assumption of Risk; Indemnity. Throughout the Term, Tenant shall, at its own expense, maintain the following liability insurance policies, in a form reasonably acceptable to Landlord, covering Tenant's use of the Property:

a. Commercial General Liability insurance policy with limits of not less than one million dollars (\$1,000,000) combined single limit for each occurrence for bodily injury and property damage;

b. Business Automobile Liability insurance, to include Auto Physical Damage coverage, in the amount of one million dollars (\$1,000,000) combined single limit covering all owned, non-owned borrowed, leased or rented motor vehicles operated by Tenant or any Tenant Parties. In addition, all motorized equipment, both licensed and not licensed for road use, operated or used by Tenant or any Tenant Parties within the Property will be insured under either a standard Automobile Liability policy or a Comprehensive General Liability policy;

c. To the extent required by the Code of Virginia and other applicable Virginia laws and regulations, Workers' Compensation insurance in an amount no less than one hundred-

thousand dollars (\$100,000), or in amounts not less than the minimum required by the Virginia Code and other applicable law, rules, and regulations;

d. Employer's Liability insurance with limits of not less than one million dollars (\$1,000,000) each accident/disease /policy limit; and

e. Umbrella Liability insurance maintained above the primary Commercial General Liability, Business Automobile Liability and Employer's Liability policies required herein. The limit of such Umbrella Liability insurance shall not be less than two million dollars (\$2,000,000) each occurrence and aggregate.

f. Subrogation against the City shall be waived, except for Workers Compensation and Professional Liability.

g. The City and its officers, employees, agents and volunteer shall be listed as an additional insured, except for Workers Compensation and Professional Liability.

h. All such policies shall be issued by companies duly authorized or permitted to conduct business in the Commonwealth of Virginia and having a Best's Key Rating of at least A: VI. On or before the Effective Date, prior to the expiration date of any such policy throughout the Term, and anytime upon written request of Landlord, Tenant shall provide a certificate(s) of insurance demonstrating that Tenant is maintaining the insurance coverages required pursuant to this Section. All policies maintained by Tenant hereunder shall provide, by endorsement or otherwise, that written notice shall be given to Landlord before such policy may be cancelled, non-renewed or changed to reduce the insurance coverage provided thereby.

i. Throughout the Term, Tenant, for itself and on behalf of the Tenant Parties assumes, (1) voluntarily and without limitation, all risks relating to this Agreement, including without limitation, the condition of the Property, and its suitability and fitness for the Permitted Use, and damage to and the security of any licensee vehicles and the contents thereof, and (2) takes full responsibility for, and waives any claims for, any and all personal injury, sickness, disease or death or damage to real and personal property associated arising from, relating to or associated with this Agreement, the Property either or both. Further, Tenant, for itself and on behalf of the Tenant Parties, expressly waives all claims for any personal injury, sickness, disease or death or damages of any kind, sustained by Tenant or the Tenant Parties against the Landlord arising from, relating to or associated with this Agreement, the Property, either or both, or damage to or theft of any licensee vehicles and the contents thereof parked at the Property. In addition, Tenant, for itself and the Tenant Parties, fully releases and forever discharges from, and covenants not to sue the Landlord for any and all actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, attorneys' fees, costs of litigation, liabilities, damages, claims and demands whatsoever, known or unknown, suspected or unsuspected, in law or equity, which Tenant or the Tenant Parties had, now has, or could, shall or might have had, against the Landlord relating to, arising from or associated with access to the Property, any other personal property of Tenant, this Agreement, and

the Permitted Use. Nothing herein shall be construed as an agreement by the Landlord to indemnify Tenant or the Tenant Parties.

j. Tenant agrees to indemnify, defend and hold harmless Landlord from and against any and all losses, claims, damages, liabilities, demands, debts, contracts, expenses, lawsuits, causes of action, of every kind and nature, whether known or unknown, including without limitation, amounts paid in settlement, court costs and the fees and disbursements of counsel incurred in connection with any litigation, investigation, claim or proceeding or any advice rendered in connection therewith incurred by Landlord whether arising in law, equity, tort, contract or otherwise, which arise out of, or are in any way related directly or indirectly to access and any action, omission, operations, and activities on or near the Property relating to, arising from or in any way connected with this Agreement. If suit shall be brought against Landlord relating to or arising from this Agreement, either independently or jointly with the Tenant or the Tenant Parties or on account thereof, Tenant will defend Landlord in any such suit; if a final judgment is obtained against Landlord, either independently or jointly with Tenant, Tenant will pay such judgment with all costs and hold Landlord harmless therefrom.

14. Casualty & Condemnation. If the whole or any part of the Property or the Property, or material access thereto, is condemned or sold under threat of condemnation, or damaged by fire or other casualty, either Party may terminate this Agreement upon written notice to the other given within thirty (30) days of the occurrence of such condemnation or casualty, and, in the case of a termination resulting from a condemnation, Tenant shall have no claim against Landlord or the condemning authority to any portion of the award in condemnation for the value of any unexpired term of this Agreement or otherwise.

15. Compliance with Laws; Permits. Tenant shall, at Tenant's sole cost and expense, (i) comply with all applicable Laws relating to Tenant's use of the Property, and (ii) obtain and maintain all permits, approvals and licenses required to conduct the Permitted Use at the Property and make the Improvements.

16. Liens. Tenant shall not encumber the Property with any materialmen's or mechanic's lien, nor shall Tenant suffer or permit any such lien to exist. Should any such lien hereafter be filed as a result of Tenant's actions or failure to act, Tenant shall, at its sole cost, within thirty (30) days after Tenant receives written notice of the filing of such lien, discharge such lien or post a bond in the amount of such lien. This Section will survive the expiration or earlier termination of this Agreement.

17. Tenant Default & Landlord Remedies.

a. The occurrence of any of the following events shall constitute a default by Tenant under this Agreement (each, a "Tenant Default"):

i. Tenant shall fail to pay when or before due any sum of money becoming owing to Landlord under this Agreement, and such failure shall continue for a period of

ten business (10) days after written notice thereof to Tenant;

ii. Tenant shall fail to comply with any term, provision or covenant of this Agreement, or breach any representation hereunder, other than by failing to pay when or before due any sum of money, and shall not cure such failure or breach within thirty (30) days after written notice thereof to Tenant, or if such failure or breach is not susceptible to cure within such thirty (30) day period, then Tenant shall have such longer period as is reasonably necessary to cure not to exceed ninety (90) days so long as Tenant has commenced to cure within the initial thirty (30) day period and thereafter diligently pursues such cure to completion; or

iii. Tenant shall dissolve its corporate existence or fall out of good standing, or declare bankruptcy or take a similar debtor protection measure.

b. In the event of a Tenant Default or in the event of a failure of Tenant to comply with any term, provision or covenant of this Agreement that threatens life or property or results in a dangerous condition, as reasonably determined by Landlord (an “**Emergency Condition**”), in addition to any other rights and remedies in this Agreement or at law or in equity, Landlord may: (i) at its option but without obligation to do so, perform Tenant’s duty or obligation on Tenant’s behalf (and, in the case of an Emergency Condition, prior to the expiration of any applicable notice and cure period to which Tenant may otherwise be entitled under this Agreement), and the costs and expenses of any such performance by Landlord shall be due and payable by Tenant within thirty (30) days after receipt of a written invoice therefor from Landlord, together with reasonable supporting documentation for such costs and expenses included in such invoice; or (ii) terminate this Agreement effective upon written notice to Tenant. This paragraph will survive termination of this Agreement. Upon the occurrence of any Tenant Default by Tenant, Landlord may sue for injunctive relief or to recover damages for any loss resulting from the Tenant Default, and Landlord, without limiting the foregoing, may terminate this Agreement upon written notice to Tenant. For the avoidance of doubt, Landlord acknowledges and agrees that, in the event of a Tenant Default by Tenant under this Agreement, Landlord shall have no right to pursue a claim for consequential or punitive damages, or both, against Tenant.

18. Landlord Default & Tenant Remedies. It shall be a default of Landlord under this Agreement (a “**Landlord Default**”) if any covenant or obligation required to be performed or observed by Landlord under this Agreement is not so performed or observed for a period of thirty (30) days after written notice thereof from Tenant; provided, however, that if the failure is of such a nature that the same cannot reasonably be performed within said thirty (30) day period, such Landlord Default shall be deemed to have been cured if Landlord commences cure within said initial thirty (30) day period and thereafter diligently pursues such cure to completion within a reasonable period of time not to exceed ninety (90) days. Upon the occurrence of any Landlord Default, Tenant may sue for injunctive relief or to recover damages for any loss resulting from the Landlord Default, and Tenant, without limiting the foregoing, may terminate this Lease upon written notice to Landlord. For the avoidance of doubt, Tenant acknowledges and agrees that, in the event of a Landlord Default

under this Agreement, Tenant shall have no right to pursue a claim for consequential or punitive damages, or both, against Landlord.

19. Miscellaneous.

a. Force Majeure. Except for payment of any sums due under this Lease, whenever the performance of a Party is delayed by reason of an act of God, including, but not limited to, wind, lightning, rain, ice, earthquake, floods, or rising water, or by aircraft or vehicle damage, or by other reason out of the reasonable control of such Party, such delay in performance shall toll any cure period for a Tenant Default or a Landlord Default, as applicable, under this Agreement.

b. Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the leasing of the Property by Landlord to Tenant and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may be amended, modified and supplemented only by the written consent of both Parties preceded by all formalities required as prerequisites to the signature by each Party to this Agreement. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

c. No Waiver. The failure of either of the Parties to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

d. Governing Law & Forum Choice. All issues and questions concerning the construction, enforcement, interpretation and validity of this Agreement, or the rights and obligations of the Parties in connection with this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia. Any and all disputes, claims and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia.

e. Assignment; Sublease; Binding Effect. Tenant may neither sell, assign, sublease, license, nor otherwise transfer this Agreement or any interest, directly or indirectly herein, or permit occupancy of the Property, without the prior written consent of Landlord, in Landlord's sole and absolute discretion; provided, however, that Tenant may

enter into revocable licenses subject to the terms and conditions of this Agreement with tenants of the Bakery or other paying licensees for parking at the Property. Notwithstanding anything to the contrary contained in this Agreement, any such revocable parking licenses shall be derivative of this Agreement, and the termination or expiration of this Agreement shall automatically result in the revocation of any then-outstanding parking licenses, without the need for any writing or notice from Landlord and no such licensee shall have any greater rights than Tenant hereunder. The provisions of this Agreement shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns (but this Agreement shall only inure to the benefit of such successors and assignees of Tenant has Landlord has expressly approved as required by the terms of this Agreement).

f. Notices. Each party shall give any notice required or permitted to be given under this Agreement in writing and such notice shall be delivered by certified mail, postage prepaid, return receipt requested; or by a commercial overnight carrier that provides next day delivery and provides a receipt. Such notice shall be addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LANDLORD: City of Richmond
 c/o Department of Parks, Recreation &
 Community Facilities
 2401 Leigh Street
 Richmond, Virginia 23220
 Attn: Christopher Frelke, Director

With a copy to: Office of the City Attorney, City of Richmond
 900 E. Broad Street, 4th Floor
 Richmond, Virginia 23219
 Attn: Lindsey D. Chase, Esq.

TENANT: Bakery RVA L.L.C.
 1553 E Main Street
 Richmond, VA 23219
 Attn: David S. White

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

g. Captions. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

h. Survival. Any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall survive such termination.

i. Authority. Each of the Parties hereto warrants to the other that the person executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

j. Availability of Funds. Any payments and other performance by Landlord under this Agreement are subject to annual appropriations by Council and to the availability of funds; consequently, this Agreement shall bind Landlord only to the extent that Landlord possesses sufficient funds to perform its obligations hereunder and under no circumstances shall Landlord's total liability under this Agreement exceed the total amount of funds appropriated by Council for any payments or performance of Landlord hereunder.

k. Authority to Act. The then-current Chief Administrative Officer of the City of Richmond, Virginia, or their designee, is authorized to act on behalf of Landlord under this Agreement including, but not limited to, providing any notices, approvals, authorizations, terminations, renewals, extensions, or amendments contemplated by this Agreement on behalf of Landlord.

l. Sovereign Immunity. Nothing in this Agreement may be construed as a waiver of the sovereign immunity granted to Landlord by the Commonwealth of Virginia, statutes, and applicable case law, nor may anything in this Lease be construed as an agreement by Landlord to indemnify Tenant.

m. No Personal Liability. No director, officer, employee, contractor, deputy, agent or representative of either Party shall be personally liable to another party to this Agreement or any successor in interest under this Agreement or on any obligation incurred under the terms of this Agreement. This Section 19(m) shall survive the expiration or earlier termination of this Agreement.

n. 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 Agreement. This Section 19(n) shall survive the expiration or earlier termination of this Agreement.

o. Certifications. At any time and from time to time, within thirty (30) days after written request therefore, each Party agrees to execute, acknowledge and deliver to the other a certificate (i) certifying that this Agreement is unmodified and in full effect (or if there have been modifications, stating such modifications); (ii) stating the dates through which any sums due under this Agreement have been paid; (iii) stating whether the requesting Party is in default beyond applicable notice and cure periods; and (iv) certifying as to any other matters as the requesting Party may reasonably request.

p. No Recordation. The Parties agree that neither this Agreement nor a short

form memorandum of this Agreement shall be recorded in the land records for the Property.

q. Counterparts; Signatures. This Agreement may be executed in any number of counterparts, which taken together shall constitute this Agreement. Signatures transmitted by .pdf or other electronic means and electronic signatures (such as by DocuSign) shall be treated as originals in all respects.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE(S).)

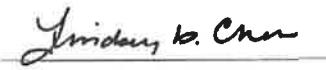
IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed by their duly authorized representative effective as of the Effective Date.

LANDLORD:

City of Richmond, Virginia,
a municipal corporation and political subdivision of the Commonwealth of Virginia

By: _____
Name: _____
Title: Chief Administrative Officer
Date: _____

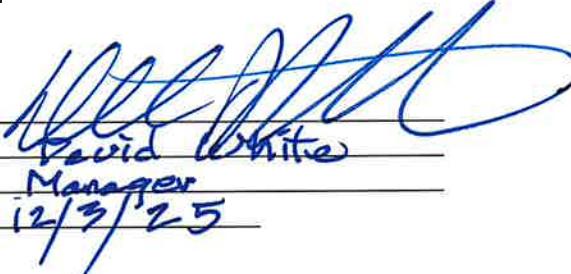
APPROVED AS TO FORM


Deirdre B. Chan
Deputy City Attorney

TENANT:

RVA BAKERY L.L.C.,
a Virginia limited liability company

By: Historic Manager, L.L.C.,
a Virginia limited liability company
Its: Manager

By: _____
Name: 
David White
Title: Manager
Date: 12/3/25