

INTRODUCED: April 8, 2024

AN ORDINANCE No. 2024-107

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 tenant, and 300 Franklin, LLC, as landlord, for the purpose of leasing a portion of the property located at 300 East Franklin Street, consisting of 113,319± square feet, for office space and associated parking for the use of the City’s Department of Social Services.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: APR 22 2024 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 tenant, and 300 Franklin, LLC, as landlord, for the purpose of leasing a portion of the property located at 300 East Franklin Street, consisting of approximately 113,319 square feet, for office space and associated parking for the use of the City’s Department of Social Services. 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.

AYES: 8 NOES: 0 ABSTAIN: _____

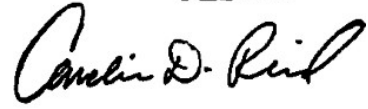
ADOPTED: APR 22 2024 REJECTED: _____ STRICKEN: _____

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

APPROVED AS TO FORM:

City Attorney's Office

**A TRUE COPY:
TESTE:**

A handwritten signature in cursive script that reads "Carlin D. Reil".

City Clerk



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2024-0198

File ID: Admin-2024-0198

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department: Economic Development

Cost:

File Created: 03/05/2024

Subject: Lease of 300 East Franklin Street – City of Richmond/Department of Social Services

Final Action:

Title:

Internal Notes:

Code Sections:

Agenda Date: 03/25/2024

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: 300 E Franklin St - Building Profile, 300 E Franklin Street - Parcel IDs, DSS Lease - City 2.20.24 (Final) (A1370635xA871B) (with drawings added as B-1), WD - DSS Lease AATF

Enactment Number:

Contact:

Introduction Date: 03/25/2024

Drafter: christopher.nizamis@rva.gov

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/5/2024	christopher nizami - FYI	Notified - FYI	
1	2	3/5/2024	Matt Welch - FYI	Notified - FYI	
1	3	3/5/2024	Shunda Giles	Approve	3/7/2024
1	4	3/6/2024	Sharon Ebert	Approve	3/7/2024
1	5	3/6/2024	Traci DeShazor	Approve	3/8/2024
1	6	3/7/2024	Jeff Gray	Approve	3/8/2024
1	7	3/12/2024	Lincoln Saunders	Approve	3/11/2024
1	8	3/12/2024	Mayor Stoney	Approve	3/14/2024

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File Admin-2024-0198

City of Richmond

Intracity Correspondence

O&R Transmittal

DATE: March 4, 2024

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Lincoln Saunders, Chief Administrative Officer

THROUGH: Traci J DeShazor - DCAO - Human Services Portfolio

THROUGH: Sharon L. Ebert, DCAO - Planning & Economic Development Portfolio

THROUGH: Shunda Giles, Director - Department of Social Services

FROM: Matt Welch, Senior Policy Advisor - Planning & Economic Development Portfolio
Chris Nizamis, Real Estate Manager - Real Estate Strategies/DED

RE: Lease of 300 East Franklin Street - City of Richmond/Department of Social Services

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Lease Agreement (substantially in the form of the draft attached hereto) by and between 300 Franklin, LLC, as landlord, and the City of Richmond, as tenant, for the purpose of leasing approximately 113,319 square feet of office space and associated parking located at 300 E. Franklin Street for use by the Department of Social Services.

BACKGROUND: The City of Richmond and the Department of Social Services (DSS) desires to lease the building to accommodate and centrally consolidate operations and the logistics of their dual locations at 900 East Marshall Street and the East Southside Plaza located at 4100 Hull Street. The relocation includes all functions associated with the DSS services.

The property consists of approximately 1.96-acre combined parcel of real estate located at 300 East Franklin Street #W0000035006 (Office Building) & #W0000035007 (Parking Garage) consisting of a free-standing building of 166,276± square feet of office space and attached 900± parking garage.

DSS will be leasing 113,319± square feet of leaseable office space along with 325± on-site parking spaces for a fifteen (15) year period with two (2) five-year renewal options. The property is located with a B-4 Business (Central Business) zoning class within Council District 6.

After extensive market research and evaluating numerous properties, the City has determined that the building located at 300 East Franklin Street site is the most suitable location for such a requirement and would offer more efficient and effective processes related to the Department of Social Services operational strategies and initiatives. This location will also allow for more efficient processing to meet agency demands and will ensure long-term solution in further supporting the agency's operational and functional requirements. Not only does the building meet the programmatic needs of Department of Social Services and the City, but the property also includes adequate parking and additional space within the building on which to accommodate various potential other uses for the City.

Utilization of the 300 East Franklin Street site would also mitigate potential maintenance financial losses realized at their current locations. The portion of the property that City of Richmond/Department of Social Services would be occupying is currently vacant. The City, through a Landlord provided Tenant Improvement Allowance of \$3,851,120 will improve the building and site conditions to accommodate its needs. The property will also serve as a demonstration of innovative efforts and technologies for new and redevelopment projects within the city.

The co-location of the DSS operations include:

Southside Plaza: On January 13, 1997, the City of Richmond (on behalf of the Department of Social Services and other City functions) entered into a lease for approximately 26,411 square feet at 4100 Hull Street (Southside Plaza). The 2nd Amendment dated February 23, 2005 increased the lease premises by 26,000 square feet to a total of approximately 52,411 square feet. Throughout the years various other Amendments were completed to extend their occupancy at this property. The current lease is set to expire on 3/21/2025. Ordinance No. 2022-089.

Marshall Plaza: DSS also entered into a lease on October 26, 2005 with the Advantage Richmond Corporation via Ordinances No. 2005-258-216 and Ordinance No. 2005-219-214 for their current location at 900 East Marshall Street. The lease expired October 26, 2020. In November 20, 2020 the property was assigned to the City of Richmond due to the expiration of the Lease Revenue Bond. This property is a Class B office building and the Property Id # is: E0000235003. The current facility is in need of over \$10M in maintenance/repairs of which the City has deferred due to the planned consolidation of the combined Department of Social Services locations.

This new proposed lease would 1) enable combining both existing facilities into a more effective and efficient single property operation for all services offered by the Department of Social Services; 2) would off-set the need for expenditures relating to the deferred maintenance allocations and 3) would allow for the relocation and redevelopment of the 900 East Marshall Street location for the new Richmond City General District Court's known as the John Marshall Courts Building as part of the City's "City Center Plan".

COMMUNITY ENGAGEMENT: None, however, this request has received the full support of the Virginia Department of Social Services, as well as, with key Administration officials.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL:

FISCAL IMPACT: City of Richmond/Department of Social Services will pay an estimated annual rental rate of \$4,295,016±/year 1 (\$317,293±/month) on a “modified gross” lease structure inclusive of real estate taxes, full tenant turnkey build out expense with an annual escalation of three (3%) for subsequent years and 325 parking (\$125/mo./space @ \$40,625/month) spaces with a 2-year biennial escalation of three (3%) for subsequent years. Initial term of the lease is fifteen (15) years with two (2) 5-year renewal options. NOTE: through current contractual agreements with the State of Virginia DSS System, the City of Richmond/DSS will receive approximately an 84% reimbursement of the overall rental costs for the duration of the lease. Estimated payment to be \$3,607,813±/year 1. Net differential will be \$687,203±/year 1 of City expense obligation.

Department of Social Services estimates that the annual base rent and parking obligation at the 300 East Franklin location will be offset by 1) the annual rent reduction from the Southside Plaza location in the amount of \$563,418.25± and 2) the forfeiture of the Virginia State DSS annual reimbursement as it is not applicable when the agency is within a City-owned building.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: March 25, 2024

CITY COUNCIL PUBLIC HEARING DATE: April 8, 2024

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE:

- Governmental Operations Standing Committee Meeting (March 27, 2024).

AFFECTED AGENCIES: Mayor, Chief Administrative Officer, Office of the City Attorney, Department of Social Services

RELATIONSHIP TO EXISTING ORD. OR RES.: None

ATTACHMENTS:

Draft Deed of Lease

300 East Franklin Street building profile including aerial images, Richmond Parcel Mapper, etc.

STAFF:

Shunda Giles, Director - Department of Social Services

Matt Welch, Senior Policy Advisor - Planning & Economic Development Portfolio

Christopher Nizamis, Real Estate Manager - Real Estate Strategies/DED

LEASE AGREEMENT

By and Between

300 FRANKLIN, LLC,

a Virginia limited liability company

as Landlord

and

CITY OF RICHMOND, VIRGINIA,

a municipal corporation of the Commonwealth of Virginia

as Tenant

Property Located At:

**300 E. FRANKLIN STREET
RICHMOND, VIRGINIA 23219**

Dated: _____, 2024

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”) is dated as of _____, 2024, the last date on which this Lease has been executed by all parties as indicated under the signature lines for the parties (the “**Effective Date**”) by and between **300 FRANKLIN, LLC**, a Virginia limited liability company (“**Landlord**”), and the **CITY OF RICHMOND, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (“**Tenant**”).

W I T N E S E T H:

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord a portion of that certain building located at 300 E. Franklin Street in the City of Richmond, Commonwealth of Virginia; and

WHEREAS, Landlord does hereby lease the Premises (as hereinafter defined) to Tenant, and Tenant hereby accepts such Premises from Landlord, all on the terms and conditions set forth in this Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending legally to be bound covenant and agree as set forth below:

I. **SUMMARY OF BASIC LEASE PROVISIONS (“Lease Summary”):**

A. Landlord: **300 FRANKLIN, LLC**, a Virginia limited liability company.

B. Tenant: **CITY OF RICHMOND, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia.

C. Building: A building with an address of **300 E. FRANKLIN STREET, RICHMOND, VIRGINIA 23219** (the “**Building**”), as more particularly described on Exhibit “A” attached hereto and made a part hereof.

D. Premises: One Hundred Thirteen Thousand Three Hundred Nineteen (113,319) rentable square feet of space constituting a portion of the lower level, a portion of the first floor, and the entire second and third floors in the Building, and as further shown by the dark shaded areas in Exhibit “A-1” attached hereto and made apart hereof (collectively, the “**Premises**”), together with the Parking Spaces (as hereinafter defined), further together with the nonexclusive right of ingress and egress to and from the Premises, including, without limitation, through the first floor lobby for the Building (the “**Lobby**”), and further together with the nonexclusive use of the areas and facilities outside the Premises and within the exterior boundary line of the property, both within and outside of the Building, that Landlord provides and designates from time to time (the “**Common Areas**, and the land on which the building is situated being referred to as the “**Land**”). In addition, and notwithstanding anything to the contrary in this Lease, throughout the Term, Tenant shall share the use of the Building’s fenced patio along Grace Street (the “**Patio**”) with the other tenants of the Building and their guests, but not the general public. Landlord agrees to maintain the Patio’s landscaping and furniture, or similar replacements, in good working order and repair. The Building, the Common Areas and the Land, including the parking garage, are sometimes collectively referred to in this Lease as the “**Property**”). The parties acknowledge and agree that the tenant in occupancy on the fourth (4th) floor of the Building as of the Effective Date (the “**Current Tenant**”) is not prohibited from smoking on the Patio and shall not be prohibited from smoking on the Patio so long as said Current Tenant is a tenant of the Building. Notwithstanding the foregoing, Landlord acknowledges and agrees that Landlord will not permit Landlord’s employees to smoke (including e-cigarettes) on the Patio. In addition, Landlord agrees that any new leases of the fourth (4th) floor of the Building to new tenants from and after the date hereof shall prohibit smoking (including e-cigarettes) on the Patio. In the event that the Current Tenant shall vacate the Building, Landlord, at its sole cost and expense, shall (i) promptly install, maintain, repair and replace signage indicating that the Patio is smoke-free, including e-cigarettes and (ii) use reasonable efforts to enforce the non-smoking restrictions against all future tenants of the Building throughout the Term.

The parties acknowledge and agree that Landlord's affiliate, Shamin Hotels, Inc. ("**Landlord's Affiliate**"), is currently in occupancy of the second (2nd) floor of the Building. Landlord agrees that Landlord's Affiliate shall vacate the second (2nd) floor of the Building on or before October 1, 2024 in anticipation of the commencement of construction of the "Tenant Improvements" (as defined in the "Work Letter" attached hereto as **Exhibit "B"** and by this reference made a part hereof), provided however, Landlord's Affiliate shall have the right to occupy limited space on the first (1st) floor of the Building during the construction of the Tenant Improvements, so long as Landlord's Affiliate's limited occupancy of such space does not interfere with the construction or construction timeline of the Tenant Improvements. .

Notwithstanding the foregoing, in the event that Landlord is able to deliver the first (1st) and third (3rd) floors, together, as "Substantially Complete" (as defined in the Work Letter) prior to delivery of the second (2nd) floor, then Tenant shall accept such delivery of the Substantially Complete first (1st) and third (3rd) floors, together (the "**Phased Delivery**"). Notwithstanding anything to the contrary contained in this Lease, in the event of a Phased Delivery, the "Commencement Date" (as defined below), subject to the other terms and conditions of this Lease, as to the square footage attributable to the first (1st) and third (3rd) floors, together, shall be the date of Substantial Completion of such floors (but in no event shall such floors be delivered as "Substantially Complete" prior to November 1, 2024). For the avoidance of doubt, (a) the second (2nd) floor may not be delivered prior to the delivery of the first (1st) and third (3rd) floors as Substantially Complete (if the Phased Delivery does not occur with subsequent delivery of the second (2nd) floor, then all three (3) floors must be delivered together); (b) no partial floor constituting the Premises may be delivered as "Substantially Complete" to Tenant; (c) the Phased Delivery, or any delivery, may only occur if the entirety of the applicable floor(s) which constitutes the Premises (acknowledging that Tenant is not leasing the entirety of the first (1st) floor as the Premises) is delivered as "Substantially Complete"; and (d) in the event of a Phased Delivery, the term "Premises" for purposes of this Lease shall be adjusted accordingly until the second (2nd) floor is subsequently delivered as Substantially Complete.

"**Tenant's Percentage Share**" of the Operating Expenses (as hereinafter defined) will mean 68.15%. The Building contains approximately 166,276 total rentable square feet of space. Notwithstanding the foregoing, (i) in the event that Landlord is able to deliver the first (1st) and third (3rd) floors, together, as "Substantially Complete" prior to delivery of the second (2nd) floor, then Tenant's Percentage Share shall be reduced on the Commencement Date based on the total square footage of the first (1st) and third (3rd) floors, together, of Premises. Such reduction shall continue until the second (2nd) floor is delivered as "Substantially Complete", and upon any such subsequent delivery of the second (2nd) floor, Tenant's Percentage Share shall increase to 68.15% effective upon the date of Substantial Completion of the second (2nd) floor.

E. Term: The initial term shall be for One Hundred Eighty (180) months, commencing on the date on which the Tenant Improvements are "Substantially Complete" in accordance with **Exhibit "B"** (the "**Commencement Date**"), and terminating on the last day of the month that is One hundred Eighty (180) months after the Commencement Date (the "**Expiration Date**") unless extended or earlier terminated as provided for herein (the "**Term**").

F. Permitted Use of Premises: General office and such related ancillary administrative and office uses, subject to the provisions of Article II Section 5 below. Further, Landlord expressly approves use of the Premises by the city of Richmond's Department of Social Services, including, without limitation, providing services to its clients; provided, however, that the Premises shall not be limited to occupancy by the foregoing department.

G. Base Rent: Shall be Twenty-Eight and No/100 Dollars (\$28.00) per square foot, per month for the first Lease Year (as hereinafter defined) and as shown in the rental chart below. Notwithstanding the foregoing, in the event of the Phased Delivery, initial Base Rent shall be reduced to the square footage attributable to only the first (1st) and third (3rd) floors from the Commencement Date until the date of Substantial Completion of the second (2nd) floor, at which time the Base Rent shall be increased to the full amount of the Base Rent set forth below (any partial months shall be prorated).

Months Following Commencement Date	Monthly Base Rent	Annual Base Rent	Base Rent
1 -12	\$264,411.00	\$3,172,932.00	\$28.00
13 – 24	\$282,069.88	\$3,384,838.53	\$29.87
25 – 36	\$290,531.97	\$3,486,383.69	\$30.77
37 – 48	\$299,247.93	\$3,590,975.20	\$31.69
49 – 60	\$308,225.37	\$3,698,704.45	\$32.64
61 – 72	\$317,472.13	\$3,809,665.59	\$33.62
73 – 84	\$326,996.30	\$3,923,955.55	\$34.63
85 – 96	\$336,806.18	\$4,041,674.22	\$35.67
97 – 108	\$346,910.37	\$4,162,924.45	\$36.74
109 – 120	\$357,317.68	\$4,287,812.18	\$37.84
121 – 132	\$368,037.21	\$4,416,446.55	\$38.97
133 – 144	\$379,078.33	\$4,548,939.94	\$40.14
145 – 156	\$390,450.68	\$4,685,408.14	\$41.35
157 – 168	\$402,164.20	\$4,825,970.38	\$42.59
169 – 180	\$414,229.12	\$4,970,749.50	\$43.86

H. Base Rent Adjustment. Base Rent shall increase by One and No/00 Dollars and three percent (3%) on the anniversary of the first Lease Year, and shall thereafter increase by three percent (3%) per annum, as shown in in the chart above and as further described in Section 4(b) below.

I. Lease Year: A twelve (12) month period commencing on the Commencement Date for the first Lease Year and commencing on each anniversary of the Commencement Date for each subsequent Lease Year.

J. Calendar Year: Each twelve (12) month period during the Term of this Lease commencing on January 1 and ending on December 31.

K. Base Year. The first (1st) full calendar year after the calendar year during which the Commencement Date occurs.

L. Comparison Year. Each calendar year of the Term after the Base Year.

M. Notices: All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; or (b) sent to the parties by registered or certified U.S. mail, return

receipt requested and postage prepaid, or by a nationally recognized private overnight mail courier service (such as Federal Express) to the following addresses:

If to Tenant:

CITY OF RICHMOND
Department of Economic Development & Planning
900 E. Broad Street, Room 1603
Richmond, VA 23219
Attention: Christopher Nizamis

With a cc to:

CITY OF RICHMOND
Office of the City Attorney
900 E. Broad Street, 4th Floor
Attention: Lindsey D. Chase, Esq.

If to Landlord:

300 FRANKLIN, LLC
2000 Ware Bottom Spring Road
Chester, VA 23836
Attention: Neil Amin

With a cc to:

Shamin Hotels, Inc.
300 Franklin Street, Suite 300
Richmond, VA 23219
Attention: Neil Amin

If personally delivered, such communication shall be deemed delivered upon actual receipt; if sent by overnight courier, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any party to this Lease may change its address for the purposes hereof by giving notice thereof in accordance with this Section.

- N. Broker: Jones Lang LaSalle Brokerage, Inc. (“**Landlord Broker**”).
- O. Guarantor(s): N/A.
- P. Security Deposit: N/A.

II. LEASE PROVISIONS:

1. **PREMISES**. Subject to and upon the terms, provisions and conditions set forth in this Lease, including, without limitation, Landlord’s obligation to construct the Tenant Improvements as set forth in the “**Work Letter**” attached hereto as **Exhibit “B”** and made apart hereof, and in consideration of the duties, covenants and obligations of each other under this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises “AS IS, WHERE IS AND WITH ALL FAULTS” as of the Commencement Date. Tenant acknowledges that no representations as to the condition or repair of the Premises, or promises to alter, remodel

or improve the Premises prior to the Commencement Date to prepare the Premises for Tenant's occupancy have been made by Landlord, other than the Tenant Improvements, unless such are expressly set forth in this Lease.

2. **TERM.** The Term shall commence on the Commencement Date and terminate at midnight on the Expiration Date, unless sooner terminated or extended as provided herein.

3. **RENEWAL OPTION(S).** Landlord grants Tenant the option of extending the initial Term for two (2) terms of five (5) years each (each, an "**Option Term**"). Each Option Term may be exercised so long as no Defaults (defined below) have occurred and are continuing at the time of such exercise, and so long as Tenant provides Landlord written notice exercising such Option Term at least twelve (12) months prior to the impending expiration of the current Term. Base Rent shall continue to be increased by three percent (3%) over the Base Rent for the immediately preceding Lease Year during each Option Term.

4. **RENT.** Tenant agrees to pay Rent (as defined in Section 4(f) below) to Landlord as follows:

(a) **Base Rent.** Base Rent (which is set forth in the Lease Summary), shall be payable in twelve (12) equal monthly installments, in advance. The first payment of Base Rent shall be due on the Commencement Date, and the second and subsequent monthly payments shall be made on the first (1st) day of each and every calendar month thereafter. In the event of a "Tenant Delay" (as defined on **Exhibit "B"**), Tenant shall pay to Landlord with the first payment of Base Rent on the Commencement Date, an amount equal to the prorated Base Rent attributable to any such Tenant Delay. Notwithstanding anything to the contrary contained in this Lease, if the Term begins or ends on a date other than on the first (1st) day of the month or ends other than on the last day of a month, Base Rent and Additional Rent (as hereinafter defined) for any such month shall be prorated on a daily basis (at the rate of 1/365th of the annual Base Rent or the Additional Rent, as applicable) for each day the Term of this Lease is in effect for such month.

(b) **Annual Increases in Base Rent.** Base Rent shall be increased annually on the first and each subsequent anniversary of the Commencement Date during the Term to equal the product of: (i) the Base Rent in effect for the immediately preceding twelve (12) month period multiplied by (ii) the "**Base Rent Adjustment**" amount set forth in the Lease Summary.

(c) **Operating Expenses.** For each Lease Year after the Base Year and as provided in this Lease, Tenant shall pay to Landlord as additional rent the amount of the increase of the Comparison Year Operating Expenses over the Base Year Operating Expenses, if any, times Tenant's Percentage ("**Tenant's Share of Operating Expenses**").

(1) *Operating Expenses.* The total cost of operation of the Property, including, without limitation, (1) premiums and deductibles for insurance carried with respect to the Property; (2) all costs of supplies, materials, equipment, and utilities used in or related to the operation, maintenance, and repair of the Property or any part thereof (including utilities, unless the cost of any utilities is to be paid for separately by Tenant pursuant to Paragraph 13), all labor costs, including without limitation, salaries, wages, payroll and other taxes, unemployment insurance costs, and employee benefits to the extent such labor is applicable to the Property; and (3) all maintenance, management, janitorial, security, inspection, accounting, and service agreement costs related to the operation, maintenance, and repair of the Property or any part thereof, including, without limitation, service contracts with independent contractors. Any of the above services may be performed by Landlord or its affiliates, provided that fees for the performance of such services shall be reasonable and competitive with fees charged by unaffiliated entities for the performance of such services in comparable buildings in the area. Notwithstanding the foregoing, Operating Expenses exclude costs for (i) repair, replacements and maintenance paid by proceeds of insurance or other third parties; (ii) interest, amortization or other payments on loans to Landlord; (iii) depreciation; (iv) leasing commissions for the Building; (v) renovating or otherwise improving space for other occupants in the Building; (vi) income, inheritance, estate,

gift, transfer, succession, franchise and profit taxes; (vii) expenses to enforce tenant leases; (viii) legal expenses incurred in connection with tenant leases, including, without limitation, negotiations with prospective tenants; (ix) cost of any service furnished to any other occupant of the Building which Landlord does not provide to Tenant hereunder; (x) salaries and other compensation of executive officers of Landlord or its property manager senior to the Building manager; (xi) appraisal, advertising and promotional expenses in connection with leasing of the Building; (xii) any costs or expenses (including fines, interest, penalties and legal fees) arising out of Landlord's failure to timely pay Operating Expenses or Real Estate Taxes (as hereinafter defined); (xiii) capital expenditures, except to the extent such capital expenditures are necessary for Landlord to maintain the Premises and the Property as required by the terms and conditions of this Lease and are amortized over their useful life (with commercially reasonable interest) in accordance with generally accepted accounting principles (for the avoidance of doubt, in no event shall any unamortized capital expenditures be considered "Operating Expenses" hereunder); (xiv) the costs of art, paintings or sculptures; (xv) non-routine structural maintenance, repair and replacement for the Property or the Building (for purposes of the foregoing "structural" shall mean but not be limited to that portion of the Building and related parking garage that is integral to the integrity of the Building or the garage, as applicable, as an existing enclosed unit (in the case of the Building, and as a unit in the case of the garage) and shall in any event include exterior walls, foundations, footings, bearing columns and interior bearing walls, and floor slabs); (xvi) replacement costs of any HVAC units (as hereinafter defined) older than twenty (20) years installed in the Building as of the Effective Date; and (xvii) maintenance, repair and replacement costs of HVAC units which solely serve the fourth (4) floor.

(2) *Base Year Operating Expenses.* Operating Expenses incurred during the Base Year, provided that: (1) if the Building is less than 100% occupied during the Base Year, then in determining the Base Year Operating Expenses, all Operating Expenses that may reasonably be determined to vary in accordance with the occupancy level of the Building, shall be grossed up to reflect 100% occupancy by multiplying the amount of such expenses by a fraction, the numerator of which is the total rentable square feet in the Building and the denominator of which is the average square feet in the Building that is occupied by tenants during the Base Year; and (2) if any extraordinary expenses are incurred during the Base Year which typically are not operations, maintenance, or repair costs of a stabilized property, as reasonably estimated by Landlord, then such expenses shall be excluded from the calculation of Operating Expenses for the Base Year.

(3) *Comparison Year Operating Expenses.* Operating Expenses incurred during the Comparison Year, provided that: (1) if the Building is less than 100% occupied during the Comparison Year, then in determining the Comparison Year Operating Expenses, all Operating Expenses that may reasonably be determined to vary in accordance with the occupancy level of the Building, shall be grossed up to reflect 100% occupancy by multiplying the amount of such expenses by a fraction, the numerator of which is the total rentable square feet in the Building and the denominator of which is the average square feet in the Building that is occupied by tenants during the Comparison Year; and (2) if any extraordinary expenses are incurred during the Comparison Year which typically are not operations, maintenance, or repair costs of a stabilized property, as reasonably estimated by Landlord, then such expenses shall be excluded from the calculation of Operating Expenses for that Comparison Year.

(d) Tenant's Share of Operating Expenses. At least sixty (60) days before each Comparison Year, Landlord shall give Tenant estimates for the coming Comparison Year of Operating Expenses, and Tenant's Share of Operating Expenses. Tenant shall pay one twelfth (1/12) of the estimated amount of Tenant's Share of Expenses in addition to and included with each monthly payment of Base Rent during the Comparison Year. After each Comparison Year, Landlord shall give Tenant a statement (the "**Share of Operating Expenses Statement**") showing the Operating Expenses actually incurred for the prior Comparison Year, a calculation of Tenant's Share of Operating Expenses due for the prior Comparison Year and a summary of amounts already paid by Tenant for the prior Comparison

Year. Landlord shall make reasonable efforts to provide the Share of Expenses Statement within sixty (60) days after the end of the prior Comparison Year. Any underpayment by Tenant shall be paid to Landlord within thirty (30) days after delivery of the Share of Operating Expenses Statement; any overpayment shall be credited against the next installment of Base Rent due, provided that any overpayment shall be paid to Tenant within thirty (30) days if the Term has ended. No delay by Landlord in providing any Share of Operating Expenses Statement shall be deemed a waiver of Tenant's obligation to pay Tenant's Share of Expenses. Notwithstanding anything contained in this paragraph, the total rent payable by Tenant shall in no event be less than the Base Rent. In order to verify the accuracy and validity of the charges set forth in the Share of Operating Expenses Statement, (i) Landlord shall maintain books and records for the Operating Expenses for a period of at least three (3) years after the date incurred, and (ii) Tenant shall have the right, upon reasonable prior written notice to Landlord within (1) year after receipt of each Share of Operating Expenses Statement, at Tenant's sole cost and expense except as otherwise set forth below, to examine, or have Tenant's independent accountant or auditor examine, and make copies of, all of Landlord's books and records relating to the Operating Expenses. If after review, Tenant disagrees with the Share of Operating Expenses Statement, Tenant may send a written notice to Landlord specifying in reasonable detail the basis therefor and the amount it claims was not due. Landlord and Tenant shall attempt to resolve any Share of Operating Expenses Statement discrepancies in good faith, and if the parties determine in their reasonable discretion that Tenant was overbilled, Tenant may credit any such amounts against the next payment(s) of Tenant's Share of Operating Expenses under this Lease. In addition, in the event Tenant's independent auditor determines that Tenant was overbilled by more than five percent (5%), Landlord shall reimburse Tenant for the cost of such audit not to exceed \$5,000.00.

(e) Late Payments. In the event Tenant fails to pay any installment of Rent (as hereinafter defined) or other sums hereunder as and when such installment or other charge is due, within thirty (30) days after written request from Landlord, Tenant shall pay to Landlord a late charge in an amount equal to five percent (5%) of such installment or other charge overdue in any month to help defray the additional cost to Landlord for processing such late payments, and said Rent and other sums due hereunder shall commence to accrue interest at the Applicable Rate (as such term is hereinafter defined) after the expiration of such thirty (30) day period, and such late charge and interest shall be Additional Rent hereunder. The provision for such late charge and/or interest shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. The term "**Applicable Rate**" shall mean five percent (5%) over the "Prime Rate" as such rate is announced from time to time in the *Wall Street Journal*. Notwithstanding the foregoing, in the event Tenant fails to pay any installment of Base Rent when due more than twice in any period of twelve (12) consecutive months, and the third (3rd) such late payment in any such twelve (12) month period shall commence to accrue interest at the Applicable Rate immediately and automatically until such Base Rent payment is paid in full, and such interest shall be Additional Rent hereunder, provided, however that Landlord must invoice Tenant in writing within thirty (30) days of Tenant's late payment in order to be eligible to receive such accrued interest (Tenant shall remit any such interest payment within fifteen (15) days of receipt of written invoice therefor).

(f) General Rent Provisions. Tenant shall pay all Rent to Landlord at the Rent Payment Address or to such other party or to such other address as Landlord may designate from time to time, without demand and without deduction, set-off or counterclaim except as otherwise expressly provided in this Lease, on the first (1st) day of every month during the Term of this Lease. As used herein, the term "**Additional Rent**" shall mean all sums payable by Tenant under this Lease other than Base Rent. Whenever the word "**Rent**" is used in this Lease it shall be deemed to include Base Rent and Additional Rent, unless the context specifically or clearly implies that only the Base Rent or Additional Rent is referenced. The first payment of Tenant's Share of Operating Expenses shall be due on the first (1st) day of January in the Lease Year following the Base Year, and the second and subsequent monthly payments shall be made on the first (1st) day of each and every calendar month thereafter. If the Term begins on a date other than on the first (1st) day of the month or ends other than on the last day of a month, Additional Rent, including, without limitation, Tenant's Share of Operating Expenses and Additional Rent attributable to the Parking Spaces, for any such month shall be prorated on a daily basis (at the rate of 1/365th of the annual Additional Rent) for each day the Term of this Lease is in effect for such month. All remedies available

to Landlord pursuant to the terms of this Lease for non-payment of Base Rent also shall be applicable for non-payment of Additional Rent.

(g) Taxes and Assessments. Landlord, at Landlord's sole cost and expense, shall pay, prior to or when due, all ad valorem real estate taxes, assessments, levies and other impositions and fees imposed on Landlord in its capacity as the owner of the Building and the Land (collectively, "**Real Estate Taxes**"). Tenant shall fully and timely pay all business and other taxes, charges, rates, duties, assessments and license fees levied, rates imposed, charged or assessed against or in respect of the Tenant's occupancy of the Premises or in respect of the personal property, trade fixtures, furniture and facilities of the Tenant or the business or income of the Tenant on and from the Premises, if any, but not Real Estate Taxes, prior to or when the same shall become due, and Tenant agrees to promptly deliver to Landlord for inspection, upon written request of the Landlord, evidence satisfactory to Landlord of any such payments.

5. USE OF PREMISES.

(a) Compliance. Tenant agrees to use and occupy the Premises solely for the Permitted Use as set forth in the Lease Summary. In addition, Tenant agrees not to commit waste or to suffer or permit waste to be committed in, on or about the Premises, and Tenant agrees not to create any nuisance or material, adverse interfere with, damage the property of, annoy or disturb (in the reasonable judgment of the parties) any other occupant of the Building or Landlord in its operation of the Building. Furthermore, Tenant shall not use or occupy the Premises for any unlawful purpose, and Tenant shall comply with all applicable present and future laws, ordinances (including zoning), regulations, and orders of the United States of America, the Commonwealth of Virginia, and any other public or quasi-public authority having jurisdiction over the Premises (collectively, "**Applicable Laws**"); provided, however and notwithstanding the foregoing to the contrary, that Landlord's completion of the Tenant Improvements shall be in accordance with Applicable Laws and Landlord shall deliver the Premises to Tenant in compliance with the Applicable Laws. Tenant agrees not to use or permit the use of the Premises for the unlawful generation, storage, treatment, use, transportation or disposal of any chemical, material or substance that could pose a hazard to the health or safety of other occupants and employees in the Building. Landlord shall comply with Applicable Laws as to its ownership, maintenance and operation of the Building.

(b) Licenses and Permits. Tenant shall at its own cost and expense promptly obtain any and all licenses and permits necessary for its use and occupancy of the Building, subject to Landlord's obligation to complete the Tenant Improvements in accordance with Applicable Laws. If, after Tenant takes possession of the Premises following Landlord's completion of the Tenant Improvements, as a result of any change in Applicable Laws, the Premises must be altered to lawfully accommodate Tenant's use and occupancy, such alterations shall be made only with the consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed, but the entire cost shall be borne by Tenant. Notwithstanding anything to the contrary contained in this Lease, Landlord shall obtain any and all permits and license necessary for the completion of the Tenant Improvements.

(c) Security. Throughout the Term, Landlord shall provide on-site security personnel for the Property at Landlord's sole cost and expense (but subject to full reimbursement by Tenant through Tenant's Share of Operating Expenses as provided herein). Such security personnel shall be on-site at the Property from 7:00 am through 9:00 p.m. Monday through Friday, excluding holidays observed by Tenant. In addition, Tenant shall have the right to request additional security at other times (including, overnight security) upon prior written notice to Landlord, and Landlord shall use commercially reasonable efforts to provide such additional security. In the event Landlord provides additional security at Tenant's request, Landlord shall bill Tenant for the costs attributable to such additional security (at reasonable, market rates) within thirty (30) days after the end of the month during which the additional security was provided by Landlord. To the extent not already included as part of the Tenant Improvements to be constructed by Landlord, Tenant shall have the option to install access readers at the entrances to the Premises and within the Premises at Tenants sole cost and expense. As an alternative to Landlord's provision of on-site security services in accordance with the foregoing, upon written notice to Landlord of at least thirty (30) days, Tenant may elect to provide, at Tenant's sole cost and expense, on-site security personnel at the

Property; any security provider engaged by Tenant shall be subject to Landlord's reasonable approval, taking into account the limitations imposed on Tenant by procurement rules and regulations.

(d) **Parking.** Off-street parking shall be provided in the parking deck on the Land attached to the Building. At all times during the Term, Landlord shall provide to Tenant, and Tenant shall lease from Landlord, three hundred five (305) unreserved parking spaces and twenty (20) reserved parking spaces located on the second floor of the parking deck (collectively, the "**Parking Spaces**") at a cost of \$125 per month per space, to be paid as Additional Rent, on the first (1st) day of each calendar month, and shall increase by three percent (3%) on the second (2nd) anniversary of the Commencement Date and thereafter, on every subsequent second (2nd) anniversary during the Term. If the Term begins on a date other than on the first (1st) day of the month or ends other than on the last day of a month, Additional Rent for the Parking Spaces for any such month shall be prorated on a daily basis (at the rate of 1/365th of the annual Base Rent) for each day the Term of this Lease is in effect for such month. The reserved parking spaces shall be marked with signage acceptable to Landlord and Tenant in their reasonable discretion as part of the Tenant Improvements; such reserved parking spaces are intended for use by, though not limited to, Tenant's fleet vehicles. In anticipation of Tenant's potential conversion of the fleet or part of the fleet to electric vehicles, Tenant shall have the right, but not the obligation, at Tenant's sole cost and expense, to install electric vehicle charging stations throughout Tenant's reserved parking spaces. Throughout the Term, subject to rights of the Current Tenant to twenty (20) parking spaces as of the Effective Date (which rights shall not be expanded during the Term of this Lease), in addition to the Parking Spaces, all of the parking spaces located on the first (1st) floor of the parking deck shall be provided on a non-exclusive basis for guest parking for all tenants of the Building and their visitors (but not the general public), free of charge, on a first-come, first-served basis. Upon the expiration or earlier termination of the Current Tenant's lease, at least ten (10) of the Current Tenant's reserved parking spaces on the first (1st) floor shall become guest parking spaces for all tenants of the Building and their visitors (but not the general public) on a non-exclusive basis and on a first-come, first-served basis. Landlord acknowledges and agrees that Tenant may host events which are open to the public, invited guests, either, or both at the Property commencing after regular business hours, and Landlord agrees to allow ungated parking for such events upon reasonable prior written notice so long as the number of public, invited guests and Tenant employees, contractors, agents, representatives and contractors, combined, parking in the garage does not exceed the Tenant's foregoing three hundred and twenty five (325) Parking Spaces.

6. **ASSIGNMENT AND SUBLETTING.**

(a) **Assignment or Transfer by Tenant.** Tenant shall not assign, mortgage or otherwise encumber this Lease or sublet the whole or any part of the Premises, whether voluntarily or by operation of law (collectively, "**Assignments**"), or permit the use or occupancy of the Premises by anyone other than Tenant or for any use other than the use described in Section 5 hereof, without the prior written consent of Landlord, not to be unreasonably withheld, conditioned and/or delayed. Except as otherwise expressly set forth in this Lease, the consent by Landlord to any Assignment, or Landlord's collection or acceptance of Rent from any such assignee, subtenant or other occupant (collectively "**Assignee**"), shall not constitute a waiver or release of Tenant of any covenant or obligation contained in this Lease or approval of any Assignment that has not been approved by Landlord in writing. Consent by Landlord in one or more instances to any Assignment shall not be construed to relieve Tenant from the requirement of obtaining Landlord's consent to any future Assignment.

Unless otherwise agreed to by Landlord in writing, Tenant will not be released from any obligation or liability under this Lease following any such assignment or sublease. In the event Landlord agreed to release Tenant from any obligation or liability under this Lease following such assignment, each Assignee must agree in writing to assume the obligations of Tenant under this Lease by agreement satisfactory to Landlord and delivered to Landlord within ten (10) days after the date that the Lease assignment is executed.

(b) **Other Requirements.** If Tenant desires to enter into an Assignment, Tenant shall give Landlord written notice at least sixty (60) days in advance of the date on which the proposed Assignment is to take effect, such notice to include the terms and conditions of the proposed Assignment, financial information on the proposed Assignee and other information as Landlord may reasonably require relating to the proposed Assignment and

Assignee. Landlord shall have sixty (60) days to either grant or deny its consent as provided above in subsection (a).

7. **MAINTENANCE.**

(a) **Maintenance by Tenant.** Except to the extent such maintenance is allocated to Landlord pursuant to Section 7(b) below and except to the extent such cleaning is allocated to Landlord pursuant to Section 13(a) below, Tenant's responsibilities include the obligation to maintain and keep clean all portions of the Premises, including, but not limited to, Tenant's fixtures and equipment, in good, working condition, ordinary wear and tear excepted, and remove all rubbish, dirt and debris therefrom. Tenant shall not suffer any waste or injury to the Premises. Tenant shall promptly dispose of all garbage in appropriate receptacles. In the event this Lease is terminated and Tenant surrenders the Premises (including the return of all keys to Landlord), Tenant shall deliver the Premises in as good a state of repair and condition as they existed on the Commencement Date, except for any approved Alterations, reasonable wear and tear, and damage by fire, tornado or other casualty, and subject to Landlord's maintenance obligations contained in Section 7(b) below. Further, Tenant will leave the Premises in a condition free of all personal property, and any Hazardous Substances brought into the Premises by Tenant.

(b) **Maintenance by Landlord.** Landlord shall keep and maintain the Property, including, without limitation, the Premises, and its structures and systems in good condition, order and repair, and replace as necessary, consistent with Class A office buildings in Richmond, Virginia throughout the Term of the Lease, including without limitation the Building, and all fixtures and other improvements; equipment; loading docks; bollards; bumpers; roof drains; exterior and interior walls; foundations; footings; ceilings; floors and flooring; entrance ways; interior and exterior doors; plate glass and other windows and window treatments; lighting fixtures; fire extinguishers, fire suppression systems and other life safety systems; all heating, ventilating and air conditioning ("HVAC") units servicing the Premises and the Common Areas and related components; all plumbing, electrical and gas equipment, fixtures, systems and facilities located on or serving the Premises and the Common Areas; all other mechanical equipment and systems located on or serving the Premises; and all Common Areas, including, without limitation, the Building's Patio along Grace Street, the Building Lobby, all sidewalks, parking areas, driveways, fences, stormwater retention facilities and landscaping, and all other portions of the Building and/or Land not leased to a specific tenant, including, without limitation, snow removal from sidewalks and other Common Areas. Landlord shall at all times shall maintain the Premises and Common Areas in a clean, sanitary and orderly condition and free from accumulations of trash or rubbish. Landlord shall be responsible for keeping the Building's roof in good order and repair and water tight, replacing as necessary, and keeping drains, gutters, downspouts, foundation, subfloors, exterior and demising walls, exterior windows and all other structural elements of the Building located on the Premises. Landlord, at Landlord's sole cost and expense, shall maintain the generator for the Building; provided, however, that Landlord shall not be liable for any maintenance, repair or replacement necessitated by Tenant's gross negligence or willful misconduct. If Tenant becomes aware of any condition that is Landlord's responsibility to maintain pursuant to this Section 7(b), Tenant may notify Landlord of the condition, and Landlord shall complete maintenance necessary to correct such condition within ten (10) days from Tenant's provision of notice, or, within thirty (30) days if Landlord demonstrates completion of the maintenance would reasonably require more than ten (10) days. If Tenant, in its reasonable discretion, determines a condition that is Landlord's responsibility to maintain must be maintained or partially maintained due to an emergency (i.e., a broken water line for which Landlord would otherwise be responsible and that presents an immediate threat to Tenant's furniture, fixtures and equipment) prior to expiration of the period by which Landlord must remedy such condition, and provided that Tenant has given notice to Landlord of such condition and Landlord has not commenced such maintenance, Tenant may, but shall not be obligated to, perform whatever maintenance it deems necessary to ensure continuity in its operations on the Premises, but only to the extent necessary to eliminate the emergency situation and such maintenance shall not exceed \$50,000.00 in the aggregate per emergency situation. If Landlord fails to timely comply with any of its obligations under this Section 7(b) and/or if Tenant elects to perform any such emergency maintenance, then Tenant, at its sole option and by written notice to Landlord, may proceed to make or cause to be made the repair or replacement at Landlord's expense and Landlord shall pay to Tenant such amount within thirty (30) days after written request therefor accompanied with supporting documentation. If Landlord fails to reimburse Tenant within thirty (30) days of Tenant's demand

including written receipts and paid invoices, the costs may be applied as a credit against Base Rent under this Lease.

(c) Failure to Maintain. If Landlord gives Tenant written notice of the necessity of any repairs or replacements required to be made under Section 7(a) hereof and Tenant fails to commence diligently to cure the same within thirty (30) days thereafter (except that no notice will be required in case of any emergency repair or replacement necessary to prevent substantial damage or deterioration), Landlord, at its option and in addition to any other remedies, may proceed to make such repairs or replacements and the expenses incurred by Landlord in connection therewith plus five percent (5%) thereof for Landlord's supervision, shall be due and payable from Tenant in accordance with Section 4 hereof, as Additional Rent, within thirty (30) days of Landlord's written notice to Tenant accompanied by supporting documentation; provided, that, Landlord's making any such repairs or replacements shall not be deemed a waiver of Tenant's default in failing to make the same.

8. TENANT ALTERATIONS; LIENS.

(a) Alterations. Tenant shall not make any alterations, decorations, additions or improvements of a structural nature in or to the Premises or any Alterations to the exterior of the Premises (collectively "**Alterations**") without the prior written consent of Landlord in each instance. Tenant shall also obtain Landlord's prior written consent, not to be unreasonably withheld, conditioned, and/or delayed, for all interior, non-structural Alterations exceeding \$10,000 in the aggregate. The term "**Alterations**" shall not include: (1) painting or wallpapering interior walls of the Premises; (2) hanging pictures and other decorations in a reasonable manner in reasonable locations within the Premises; or (3) installing movable personal property such as oriental carpets, plants and the like. Any Alterations by Tenant shall be performed by a contractor reasonably approved by Landlord and shall comply with all Applicable Laws. In connection with any Alterations, Tenant agrees to obtain and deliver to Landlord evidence of satisfactory builders risk, worker's compensation and liability insurance coverage maintained by the contractor and, if requested by Landlord in writing following completion of such Alterations, written statutory waivers of mechanic's and materialmen's liens from all contractors, subcontractors, materialmen and laborers to become involved in such work along with evidence of payment to same. Landlord's consent to any Alterations shall not be deemed to be an agreement or consent by Landlord to subject Landlord's interest in the Building to any mechanic's or materialmen's lien which may be filed in connection therewith. If any Alteration is made without the prior written consent of Landlord when required, Landlord may correct or remove the same and Tenant shall be liable for any and all expenses actually incurred by Landlord in the performance of this work together with interest thereon at the Applicable Rate beginning after the expiration of thirty (30) days' written request from Landlord detailing the such expenses and accompanied by supporting documentation. Any Alterations shall be and remain the property of Tenant during the Term.

(b) Removal of Alterations. Subject to Section 9(b) below, all Alterations to the Premises with the prior approval of Landlord to become permanent, shall remain upon the Premises, be surrendered with the Premises at the expiration of the Term without disturbance, molestation or injury, and become the property of Landlord. If Tenant requires any Alterations to be removed, Tenant will do so at its sole cost and expense.

(c) Mechanic's and Other Liens. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever, including, without limitation, any construction, mechanic's and materialmen's liens, upon, or in any manner to bind, the interest of Landlord in the Premises, the Building or the Land or to deduct, set off or charge the Rent payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any Alterations, repairs or other work on the Premises, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this Lease. Expressly excluding the Tenant Improvements, Tenant covenants and agrees that it will timely pay or timely cause to be paid all sums due and payable by it on account of any labor performed or materials furnished in connection with any Alterations or other work performed on the Premises by Tenant on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon. Landlord covenants and agrees that it will timely pay or timely cause to be paid all sums due and payable by it on account of any labor performed or materials furnished in connection

with the Tenant Improvements or other work performed on the Building, including, without limitation, the Premises. Neither Landlord nor Tenant will permit any mechanic's lien or materialmen's liens or any other liens which may be imposed by law affecting Landlord's or Mortgagees' interest in the Premises, the Building or the Land to be placed upon the Premises, the Building or the Land arising out of any action or claimed action by, through or under Landlord or Tenant, as applicable, and in case of the filing of any such lien Landlord or Tenant, as applicable, shall discharge or bond over such lien within twenty (20) days after written notice of such filing. If any such lien shall remain in force and effect for twenty (20) days after written notice thereof from Landlord to Tenant, Landlord shall have the right and privilege of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including reasonable expenses, shall be Additional Rent hereunder due from Tenant to Landlord and shall be paid to Landlord within ten (10) days of rendition of the bill therefor. Notwithstanding the foregoing, Tenant shall have the right to contest and bond over any such lien in good faith and with all due diligence so long as, in Landlord's reasonable determination, any such contest, or action taken in connection therewith, and bond protects the interest of Landlord and Landlord's Mortgagee (as defined below), the Building and the Land.

9. **SIGNS; FURNISHING.**

(a) **Signs.** As part of the Tenant Improvements, Landlord shall provide to Tenant building standard suite entry signage and install Tenant's name on the lobby directory at Landlord's sole cost and expense. In addition, also as part of the Tenant Improvements, Landlord shall provide exterior, wayfinding signage (though not building naming rights) for Tenant, to be acceptable in size, character and locations to the parties in their reasonable, mutual agreement. Any other exterior signage shall be subject to the existing rights of other tenants of the Building and subject to prior written approval by Landlord. Other than within the interior of the Premises not visible from the exterior, no sign, advertisement or notice shall be affixed or otherwise displayed by Tenant on any part of the outside or the inside of the Building except in such place, number, size, color and style, approved by Landlord in writing, and in compliance with any and all laws and local municipal/city ordinances. Except as otherwise provided herein, Tenant shall pay for any signs permitted under this provision. If any such prohibited sign, advertisement or notice is nevertheless exhibited by Tenant, Landlord shall have the right to remove the same, and Tenant shall be liable for all expenses reasonably incurred by Landlord in this removal. Tenant shall have the right to place its business sign within the interior of the Premises, provided such sign is in compliance with any and all local regulations and approved by Landlord in advance.

(b) **Furnishing.** For the avoidance of doubt, Landlord, at Landlord's sole cost and expense, shall remove any and all furniture, including, without limitation, all of the modular furniture which was located in the Premises prior to the Effective Date, from the Premises prior to the Commencement Date.

(c) **Removal of Tenant Property.** Tenant and other occupants of the Premises shall have the right to remove, on or before the Expiration Date, all trade fixtures, equipment and other personal property of such parties located in the Premises and/or Building (collectively "**Tenant Property**"). Tenant shall be responsible for repairing any damage to the Premises resulting from such removal. Landlord may notify Tenant to remove any Tenant Property remaining in the Premises and/or Building subsequent to the Expiration Date, and if Tenant fails to complete such removal within thirty (30) days after Landlord's notice, Landlord may remove and store the Tenant Property in question at Tenant's expense. Tenant agrees to reimburse Landlord for the cost of such removal and resulting repairs to the Premises within thirty (30) days after Landlord submits a billing therefor. The foregoing obligations of Tenant shall survive the expiration or earlier termination of this Lease (including, if applicable, any renewal options).

10. **TENANT EQUIPMENT.** Other than as approved as part of the Tenant Improvements or any approved Alterations, Tenant shall not install or use any fixtures or equipment requiring utilities, nor install any other equipment of any kind or nature whatsoever that are not compatible with the Building's utility systems or that will or may necessitate any changes, replacements or additions to, or in the use of, the water, heating, plumbing, air-conditioning, or electrical systems of the Premises or the Building without the prior written consent of Landlord, which may be conditioned upon, among other things, Tenant's paying for all such work and

performing the same in accordance with plans reasonably approved by Landlord. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein in such a degree as to be reasonably objectionable to Landlord or to any other occupant shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to reduce such noise and vibration.

11. **INSPECTIONS.** Except in the case of any emergency, Tenant shall permit Landlord, or its agents or other representatives, to enter the Premises with reasonable advance notice (which may be oral or by electronic mail) and with reasonable efforts to minimize disturbance to Tenant (except in the case of emergencies), and without diminution of the Rent payable by Tenant except as otherwise expressly provided in this Lease, to: (i) examine, inspect and protect the Premises and the Building and to make such alterations and/or repairs as in the reasonable judgment of Landlord may be deemed necessary or that are Landlord's obligations under this Lease; or (ii) exhibit the Premises to prospective tenants during the last twelve (12) months of the Term or exhibit the Premises to prospective purchasers and lenders. Landlord shall, at all times have a key (and card access, if applicable) to the Premises, and except as provided in Section 5(c) of this Lease, Tenant shall not change any existing lock(s), nor install any additional lock(s) or access system without Landlord's prior consent. Except in the case of any emergency, in exercising the rights afforded to Landlord to access the Premises under this Lease, (i) Tenant shall have the right to provide an escort throughout the Premises for Landlord or any Landlord employee, affiliate or contractor, and (ii) Landlord and any Landlord employee, affiliate or contractor agrees to maintain the confidentiality of any sensitive, private or protect information such party or person may encounter during such access.

12. **INSURANCE.**

(a) **Insurance Rating.** Tenant shall not conduct, or permit to be conducted, any activity, or place any equipment in or about the Premises or the Building, which will in any way increase the rate of casualty insurance or other insurance on the Building. If any increase in the rate of casualty insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to any activity or equipment of Tenant in or about the Premises or the Building, such statement shall be conclusive evidence that the increase in such rate is due to such activity or equipment and Tenant shall be liable for such increase as Additional Rent to be paid to Landlord within ten (10) days after Landlord submits a billing therefor.

(b) **Liability Insurance.** Tenant shall procure and maintain throughout the Term of this Lease a commercial general liability policy on an occurrence basis with coverages and limits of liability not less than a \$2,000,000 combined single limit with a \$5,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy), in form and substance satisfactory to Landlord, in its reasonable discretion, at Tenant's sole cost and expense, against all claims, demands or actions arising out of or in connection with: (i) the Premises; (ii) the condition of the Premises; (iii) Tenant's operations in and maintenance and use of the Premises; and (iv) Tenant's liability assumed under this Lease. The limits of such policy shall be primary and non-contributory in not less than the amounts required by Landlord's Mortgagee (which amounts may be provided in a combination of commercial general liability policies and/or umbrella or excess policies if allowed by Landlord's Mortgagee). Such policy shall contain contractual liability coverage and an endorsement that such policy shall remain in full force and affect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss. Landlord may in its reasonable business discretion increase the required amount of liability insurance set forth herein from time to time to such a higher limit customarily maintained in similar buildings in the area in which the Building is located or to any higher limit reasonably required by Landlord's Mortgagee. A certificate of such policy, together with receipt evidencing payment of the premium, shall be delivered to Landlord prior to the Commencement Date of this Lease. Upon written demand by Landlord, Tenant shall provide Landlord with a certified copy of such policy. Prior to the expiration date of such policy, a certificate of insurance of the renewal thereof (bearing notations evidencing the payment of the renewal premium) shall be delivered to Landlord. Such policy, by endorsement or otherwise, shall further provide that written notice shall be given to Landlord before such policy may be canceled, non-renewed or changed to reduce the insurance coverage provided thereby.

(c) Property and Casualty Insurance. Tenant shall carry property insurance with extended coverage and business interruption protection (as well as cause subtenants and other occupants of the Premises to carry such insurance) with an insurance company satisfying the requirements of subsection (b) above in the amount of the full replacement value of all Tenant Property and leasehold improvements made by Tenant, insuring against all loss and damage resulting from fire, and all other perils covered by “special perils” coverage.

(d) Worker’s Compensation Insurance. Tenant shall carry workers’ Compensation and employer’s liability insurance providing statutory Workers’ Compensation benefits and employer’s liability limits as required under applicable laws in such amount and such form of policies as Landlord from time to time reasonably requires. Such insurance must cover all employees of Tenant at the Premises. The employer’s liability coverage must have a liability amount not less than that required by applicable law.

(e) Right to Self-Insure. Notwithstanding any terms of this Section 12 to the contrary, Landlord agrees that Tenant may satisfy any of the insurance requirements of this Lease through any plan or program of self-insurance in which Tenant participates so long as Tenant provides Landlord with a certificate of insurance confirming it can provide all the coverages required to be carried by Tenant pursuant to this Section 12.

(f) Landlord’s Insurance. Landlord, at its sole cost and expense, agrees to obtain and maintain in effect throughout the Term the following insurance policies as to the Premises, the Building, the Land and the associated parking garage:

(i) a broad form commercial general liability insurance policy on an occurrence basis with coverages and limits of liability not less than a \$2,000,000 combined single limit with a \$5,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy) for bodily injury or property damage; however, such limits shall not limit Landlord’s liability hereunder. Such policy shall provide that it shall not be cancelable or reduced without at least thirty (30) days prior notice to Tenant. Landlord shall also ensure that any party entering the Premises in accordance with Landlord’s right of entry under this Lease possesses insurance coverage that meets or exceeds the insurance coverage requirements described in this paragraph, and Landlord shall provide proof of such coverage upon Tenant’s written request.

(ii) A policy insuring against loss or damage to the Premises, the Building, the Land and the associated parking garage covering at least the full insurable replacement cost without a coinsurance feature. Landlord shall insure against all risks of direct physical loss or damage, including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any Applicable Laws regulating the reconstruction or replacement of any undamaged sections of the improvements required to be demolished or removed by reason of the enforcement of any Applicable Laws as a result of a covered loss.

(iii) Such additional insurance, including rent loss coverage, as Landlord may reasonably deem appropriate or as any Mortgagee may require.

13. **SERVICES AND UTILITIES.**

(a) The parties acknowledge and agree that the Premises are not separately metered as of the Commencement Date. Landlord, at its sole cost and expense but subject to partial reimbursement pursuant to the Tenant’s Share of Operating Expenses, shall pay all charges for all gas, electricity, water, sewer, trash disposal, janitorial, pest control, and other utility services used, rendered or supplied upon or in connection with the Premises and consistent with first class, Class A office space in the City of Richmond (collectively, the “**Services**”). Janitorial services shall be provided nightly Monday through Friday, and shall include, without limitation, emptying wastebaskets, weekly vacuuming, and cleaning bathrooms, with furniture and surfaces to be dusted weekly. Subject to Section 13(b) below, Tenant, at its sole cost and expense, assumes full responsibility

for procuring all other services necessary for the operation of the Premises for Tenant to conduct its business from the Premises, such as, but not limited to, high speed internet, telephone and cable, and Landlord shall reasonably cooperate with Tenant as to Tenant's procurement of such services. The costs of the Services shall be included as an Operating Expense in accordance with the terms and conditions of Section 4 above.

(b) Tenant may request additional services of Landlord during any time period when Landlord is providing the Services, which additional services may include the costs and expenses incurred in connection with the maintenance, repair and replacement of all lighting fixtures, of whatever type and nature located within the Premises, water heaters, garbage disposals, generators and plumbing fixtures, and all pipes, conduits, wires, cables, vents, laterals, equipment or machinery ancillary or appurtenant thereto which are located within the Premises. Tenant shall be responsible for paying directly to Landlord, within ten (10) business days after request, the costs and expenses associated with such additional services.

(c) At all times during the Term, Landlord shall furnish to Tenant, heating and air conditioning, as applicable, using commercially reasonable efforts to provide such temperatures as are in line with industry standards and Class A office buildings in the immediate Richmond, Virginia metropolitan area, during the hours of be 8:00 a.m. through 6:00 p.m. Mondays through Fridays (collectively, "Normal Business Hours"), exclusive of Normal Business Holidays. For the purposes of this Lease, "Normal Business Holidays" includes, without limitation, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day and any other day on which the nationally recognized banks in the Commonwealth of Virginia are closed. If in the case of any holiday described in this Lease a different day is observed than the respective day described, then the day which constitutes the day observed by national banks in Richmond, Virginia, on account of such holiday will constitute the holiday under this Lease. Landlord agrees to use commercially reasonable efforts (i) to consistently set the temperature for the Leased Premises to not less than 68°F and not more than 74°F (the "**Preferred Temperature Settings**") during Normal Business Hours, excluding Normal Business Holidays, and (ii) to set the "set-back" for the Leased Premises outside of Normal Business Hours to no more than ten percent (10%) higher or lower, as applicable, than the foregoing Preferred Temperature Settings. In the event Tenant shall request in writing in advance that Landlord set the temperature for the Leased Premises to the Preferred Temperature Settings for an event or other purpose outside of Normal Business Hours, then Landlord shall use reasonable efforts to accommodate Tenant's request (and if Landlord is able to do so, Landlord shall estimate, in reasonable discretion, the additional amount expended by Landlord attributable to such period and shall invoice Tenant for such amount in writing accompanied by reasonable supporting documentation, which invoice Tenant agrees to pay within thirty (30) days of receipt thereof).

(d) Notwithstanding the foregoing, if: (i) a failure or cessation of an essential utility (electric, power, gas, sewer or water) occurs due to the gross negligence or willful misconduct of Landlord ("Utility Interruption Event"), (ii) the remedy of such Utility Interruption Event is within the reasonable control of Landlord and (iii) Landlord does not restore the essential utility loss within five (5) business days, then Tenant shall be entitled to receive an abatement of Rent payable hereunder during the period beginning on the sixth (6th) business days of such cessation and ending on the day when the essential utility service in question has been restored.

14. **LIABILITY OF LANDLORD.** Except as otherwise expressly set forth in this Lease, and except for as a result of and/or arising from Landlord or the Landlord Parties' (as hereinafter defined) gross negligence or willful misconduct, Landlord shall not be liable to Tenant or Tenant's agents, employees, subtenants, invitees or any person entering upon the Land in whole or in part because of Tenant's use or occupancy of the Premises for any damage or injury to persons or property due to condition, design, or defect in the Building or its mechanical systems or its security plans or systems which may exist or occur, and Tenant assumes all risks of damage or injury to such persons or property. Furthermore, and except as otherwise expressly set forth in this Lease, Landlord shall not be liable or responsible for any loss, damage, injury, compensation or claim, directly or indirectly, arising from the interruption of utility service to the Premises, any accident or damage resulting from the use or operation of heating, cooling, electrical or plumbing equipment or apparatus, the termination of this Lease by reason of the destruction of the Premises, or any loss, damage or injury to any property or person resulting from fire, explosion, falling plaster or ceiling tile, steam, gas, electricity, water, rain, snow or leaks from any part

of the Premises or from the pipes, appliances, plumbing works, roof, street, or subsurface of any floor or ceiling or from any other place or because of dampness or climatic conditions from any other cause of whatsoever kind, or occasioned by theft, act of God, public enemy, criminal activity, injunction, riot, strike, insurrection, war, terrorism, court order, requisition or order of governmental body or authority, or for any injury or damage or inconvenience, which may arise through repair or alteration of any part of the Building, or failure to make repairs, or from any other cause whatsoever except to the extent as a result of Landlord's willful acts or gross negligence or the willful acts or gross negligence of Landlord's agents, employees, contractors, officers, directors, or person from time to time employed by Landlord. Other than due to the act or omission of Landlord and/or the Landlord Parties, Landlord shall not be liable for any damage or injury whatsoever caused (i) by any other persons in or about the Building or the Land, or by an occupant of adjacent property thereto, or (ii) by the public, or by the construction of any private, public or quasi-public work. All property of the Tenant kept or stored on the Premises shall be kept or stored at the risk of the Tenant only, except as otherwise expressly provided in this Lease. Except as otherwise expressly provided in this Lease, and except for as a result of and/or arising from Landlord or the Landlord Parties' gross negligence or willful misconduct, Landlord shall not be liable or responsible in any way for: (a) any act or omission (including theft, malfeasance or negligence) on the part of any agent, contractor or person from time to time employed by Landlord to perform repairs or maintenance services, in or about the Premises or the Building (provided, however, nothing shall limit Tenant's rights directly against such tortfeasors or independent contractors); (b) loss or damage, however caused, to money, securities, negotiable instruments, papers or other valuables of the Tenant; or (c) storing Tenant's personal property upon Tenant's vacation or eviction from the Premises.

(a) Limitation of Landlord's Liability. Excluding Landlord's maintenance, repair and replacement obligations under this Lease, Landlord's liability under this Lease shall be limited to the amount of Landlord's equity interest in the Building and any insurance proceeds. No judgment rendered against Landlord shall give rise to any right of execution or levy against Landlord's other assets. No individual who is Landlord or any member or partner of any joint venture, tenancy in common, firm, partnership or other form of joint ownership that is Landlord, or their heirs, personal representatives, executors, successors and assigns, shall have any personal liability to Tenant, or to any person claiming under or through Tenant, for any amount or in any capacity. Such exculpation of liability shall be absolute and without exception whatsoever. Nothing in this provision, however, shall bar Tenant from seeking and enforcing any equitable remedy of Tenant against Landlord, but any such equitable remedy that can be cured by the expenditure of money may be enforced personally against Landlord only to the extent of Landlord's equity interest in the Building. Upon Landlord's sale or transfer of its interest in the Building in which the Premises is located, Landlord shall be released from all further liability under this Lease accruing subsequent to such sale, provided that the party acquiring such interest in the Building has assumed the obligations of the Landlord under this Lease accruing subsequent to such sale.

(b) Limitation of Tenant's Liability. No employee, contractor, agent, manager, or director of Tenant, or individual who is Tenant or any member or partner of any joint venture, tenancy in common, firm, partnership or other form of joint ownership that is Tenant, or their heirs, personal representatives, executors, successors and assigns, shall have any personal liability to Landlord, or to any person claiming under or through Landlord, for any amount or in any capacity. Such exculpation of liability shall be absolute and without exception whatsoever.

15. **RULES AND REGULATIONS**. Tenant shall at all times abide by and observe such rules or regulations attached hereto as **Exhibit C**, as the same may be reasonably modified from time to time by Landlord, with a copy sent in advance to Tenant, for the responsible operation and maintenance of the Building (the "**Rules and Regulations**"). The Rules and Regulations shall not substantially change any of the terms of this Lease, nor impose any additional liability on Tenant. In the event of a conflict between the Rules and Regulations and the terms and conditions of this Lease, the terms and conditions of this Lease shall control.

16. **DAMAGE; CONDEMNATION.**

(a) Damage to the Premises.

(1) If the Premises or the Building of which the Premises is a part are rendered partially or wholly untenantable by fire or other casualty, and if such damage cannot, in the parties' mutual, reasonable estimation, be materially restored within one hundred eighty (180) days of the date upon which Tenant is not able to access the Premises, then either Landlord or Tenant may terminate this Lease as of the date of such fire or casualty. Either Landlord or Tenant may exercise its option provided herein by written notice to the other within sixty (60) days of such fire or other casualty. In addition, Tenant may terminate this Lease as of the date of any such fire or casualty if such damage occurs during the last two (2) years of the Lease Term and if such damage cannot, in Tenant's reasonable estimation, be materially restored within one hundred eighty (180) days of the date upon which Tenant is not able to access the Premises. Tenant shall exercise its option provided herein by written notice to Landlord within sixty (60) days of the date upon which Tenant is not able to access the Premises. For purposes hereof, the Premises or Building shall be deemed "**materially restored**" if they are in substantially such condition as existed on the Commencement Date.

(2) If this Lease is not terminated pursuant to Section 16(a)(1), then Landlord shall proceed with all due diligence to materially restore the Premises or Building, as the case may be, within one hundred eighty days (180s) after the fire or other casualty, to the extent of the insurance proceeds actually received by Landlord and provided further that Landlord's Mortgagee (as defined below) allows Landlord to apply such insurance proceeds to restoration (except that Landlord may elect not to rebuild if such damage occurs during the last year of the Term), including substantial completion of the Tenant Improvements. In the event Landlord is unable to so restore the Premises or Building due to insufficient insurance proceeds, Tenant shall have the right to terminate this Lease upon thirty (30) days written notice to Landlord.

(3) If this Lease shall be terminated pursuant to this Section 16, the Term of this Lease shall end on the date of such damage as if that date had been originally fixed in this Lease for the expiration of the term hereof. If this Lease shall not be terminated pursuant to this Section 16 and if the Premises are rendered wholly untenantable or otherwise unfit for Tenant's permitted use, in the parties' reasonable, mutual agreement, following such damage, **then Base Rent and Additional Rent shall fully abate until such time as the Premises have been materially restored.** If this Lease shall not be terminated by Landlord pursuant to this Section 16 and if the Premises is rendered partially untenantable, in the parties' reasonable, mutual agreement, following such damage, then Base Rent and Additional Rent payable during the period in which the Premises is partially untenantable shall be equitably reduced to such extent the Premises are rendered untenantable, as reasonably determined by the parties.

If this Lease shall not be terminated pursuant to this Section 16 and if the Premises are rendered wholly untenantable Landlord shall use commercially reasonable efforts to locate temporary space for the Tenant if available in the nearby area at rental rates comparable to the Base Rent and Additional Rent. If such space can be secured by Landlord that is acceptable to Tenant then Tenant may, in its sole and absolute discretion, execute a lease for such temporary space to occupy during the restoration of the Premises and Tenant shall be obligated for the payment of rent thereunder, and upon the restoration of the Premises, Tenant shall terminate such temporary space lease and re-occupy the Premises pursuant to the terms of this Lease.

(4) In no event shall Landlord be required to rebuild, repair or replace any part of partitions, fixtures, additions and other improvements which may have been placed in or about the Premises by Tenant. Subject to Tenant's right to self-insure as provided in Section 12 above, (i) Tenant

hereby agrees to maintain insurance covering the contents of the Premises, its personal property, fixtures, machinery, equipment, partitions, additions, alterations and improvements on an acceptable "All Risk" or "Special Perils" property form, together with such other endorsements as Landlord may, from time to time, reasonably require in amounts at least equal to the full replacement cost thereof, and without coinsurance; (ii) all insurance policies shall provide that the coverage shall not be terminated or modified without thirty (30) days advance written notice to Landlord, and that Tenant shall deliver to Landlord a Certificate of Insurance and certification that said insurance premium has been prepaid; and (iii) in the case of an insurance policy about to expire, Tenant shall deliver to Landlord renewal or replacement certificates as soon as reasonably possible prior to the date of expiration but no less than ten (10) days prior to the date of expiration. Said coverage shall be provided by insurance carriers with at least an "A- VIII" rating by *A.M. Best*.

(5) In the event of any damage or destruction to the Premises or the Building by any peril covered by the provisions of this Section 16, Tenant shall, upon notice from Landlord, remove forthwith, at its sole cost and expense, such portion or all of the personal property belonging to Tenant or its licensees from such portion or all of the Premises or the Building as Landlord shall reasonably request.

(b) Condemnation. If the whole or a Substantial Part (as defined below) of the Premises shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such taking) (a "**Taking**"), then the Term of this Lease shall cease and terminate as of the date ("**Vesting Date**") when title to the Premises vests in the condemning authority, and all Rent shall be abated on such Vesting Date. If less than a Substantial Part of the Premises is subject to a Taking such that this Lease does not terminate, then Rent shall be equitably adjusted (on the basis of the number of square feet of rentable area in the Premises before and after the Taking) on the Vesting Date, and this Lease shall otherwise continue in full force and effect. Tenant waives all rights to make a claim against Landlord or the condemning authority for any portion of the award or other compensation (the "**Award**") for a Taking, including without limitation any Award for the Taking of Tenant's leasehold interest. Notwithstanding the foregoing to the contrary, however, Tenant may seek such separate awards or damages from the condemning authority for moving expenses, loss of Tenant's business goodwill and taking of fixtures and other equipment installed and owned by Tenant which do not, under the terms of this Lease, become the property of Landlord at the termination of this Lease, and the value of any Alterations. Such awards or damages must be made by a condemnation court or other authority, be separate and distinct from any award to Landlord for the Building, and not diminish any Award available to Landlord. For the purposes of this Section 16(b), a "**Substantial Part**" of the Premises shall be considered to have been taken if the remaining portion of the Premises cannot, in the parties' mutual agreement, reasonably be used for the Permitted Use as a direct result of such Taking, and/or if parking for and/or access to the Premises are materially, adversely affected.

17. ENVIRONMENTAL.

(a) Actions. Tenant shall not cause or permit any Hazardous Substance (as hereinafter defined) to be used, stored, generated, or disposed of on, in or about the Premises, the Building, or the Land by Tenant, or any of its agents, employees, representatives, contractors, suppliers, customers, subtenants, concessionaires, licensees, or invitees (collectively, the "**Tenant Parties**") except in accordance with Applicable Laws or unless Tenant shall have received Landlord's prior written consent, which Landlord may withhold or at any time revoke in its sole discretion. If Tenant causes or permits the presence of any Hazardous Substance to be used, stored, generated, or disposed of on, in or about the Premises and that results in any violation of Applicable Laws, then Tenant shall promptly, at its sole expense, take any and all necessary or appropriate actions to return the Premises to the condition existing prior to the presence of any such Hazardous Substance. Tenant shall first obtain Landlord's written approval for any such remedial action. Notwithstanding anything in this Section 17(a) to the contrary, the foregoing obligation of Tenant shall not apply to any loss, cost, damage, claim, liability or expense occurring as a result of, or in any way arising from, the gross negligence or willful act or omission of Landlord, its agents,

employees, contractors, officers, directors, or person from time to time employed by Landlord to the extent of such negligence or such willful act or omission. Landlord shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on, in or about the Premises, the Building, or the Land by Landlord, or any of its agents, employees, representatives, contractors, suppliers, customers, tenants or subtenants, concessionaires, licensees, or invitees (collectively, the “**Landlord Parties**”) except in accordance with Applicable Laws. If Landlord causes or permits the presence of any Hazardous Substance to be used, stored, generated, or disposed of on, in or about the Premises, the Building and/or the Land in violation of Applicable Laws, then Landlord shall promptly, at its sole cost and expense, take any and all necessary or appropriate actions to return the Premises to the condition existing prior to the presence of such remedial action. Landlord shall indemnify, defend and hold harmless Tenant and the Tenant Parties from and against any and all claims, damages, fines, judgments, penalties, costs, expenses, liabilities, or losses relating to any violation by Landlord or the Landlord Parties of any Environmental Law or of this Section 17 prior to the Commencement Date incurred by or asserted against Tenant and/or the Tenant Parties.

(b) Hazardous Substance. As used herein, “**Hazardous Substance**” means any substance that is regulated by any local government, the State in which the Building is located, the United States government, or any agency, authority and/or instrumentality thereof and includes any and all material or substances that are defined as “hazardous waste,” “extremely hazardous waste,” or a “hazardous substance” pursuant to any Environmental Law (as defined below). Hazardous Substance includes but is not restricted to petroleum and petroleum byproducts, asbestos and polychlorobiphenyls (“**PCBs**”).

(c) Environmental Laws. As used herein, “**Environmental Laws**” means all federal, state and local laws, including statutes, regulations, orders and requirements, relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or Hazardous Substances, including, but not limited to, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and other comparable state laws, as well as the Virginia Waste Management Act and the Virginia Solid Waste Management Regulations, and regulations of any state department of natural resources or state environmental protection agency, as amended or supplemented from time to time, now or at any time hereafter in effect.

18. TENANT DEFAULT; REMEDIES.

(a) Defaults. The occurrence of any of the following events (“**Default**”) shall constitute a default Tenant under this Lease:

(1) Tenant shall fail to pay when or before due any sum of money becoming due to be paid to Landlord hereunder, whether such sum be any installment of the Rent herein reserved, any other amount treated as Additional Rent hereunder, or any other payment or reimbursement to Landlord required herein, whether or not treated as Additional Rent hereunder, and such failure shall continue for a period of ten (10) days after written notice thereof to Tenant; or

(2) Tenant shall fail to comply with any term, provision or covenant of this Lease other than by failing to pay when or before due any sum of money becoming due to be paid to Landlord hereunder, and shall not cure such failure, or act or omission, as applicable, within thirty (30) days (forthwith, if the default involves a hazardous condition) after written notice thereof to Tenant if such default is susceptible of cure within such thirty (30) day period, or within (90) days, if such default is not susceptible of cure within such thirty (30) day period but Tenant commences cure within such thirty (30) day period and thereafter diligently pursues it to completion; or

(3) Tenant’s failure to comply with any term or provision set forth in the Work Letter and such failure, or any willful act or omission of Tenant which could reasonably be expected to result in

delay of the Tenant Improvements and actually results in a delay, and such failure or willful act or omission, as applicable, shall continue for a period of fifteen (15) days after written notice thereof to Tenant; or

(4) The leasehold interest of Tenant shall be levied upon under execution or be attached by process of law or Tenant shall fail to contest diligently the validity of any construction, mechanic's and materialmen's lien or claimed lien and give sufficient security to Landlord to insure payment thereof (such as bonding over) or shall fail to satisfy any judgment rendered thereon and the same released, and such default shall continue for twenty (20) days after written notice thereof to Tenant; or

(5) A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant bankrupt, or appointing a receiver of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within thirty (30) days from the date of entry thereof; or

(6) Tenant shall assign, transfer, license, sublet, or convey, by operation of law or otherwise, any interest in this Lease, except as may be expressly permitted by the terms of this Lease; or

(7) Tenant shall fail to comply with the insurance requirements set forth in Sections 12 and 16 of the Lease and such failure shall continue for a period of ten (10) days after written notice thereof to Tenant.

It shall be a "**Default**" of Landlord under this Lease if any covenant or obligation required to be performed or observed by it under this Lease is not so performed or observed for a period of thirty (30) days after written notice thereof from Tenant, subject to Tenant's right of self-help as provided in Section 7 above; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is of such nature that the same cannot reasonably be performed within said thirty (30) day period, such Default shall be deemed to have been cured if Landlord commences such performance within said thirty (30) day period and thereafter diligently pursues such cure to completion within a reasonable period following receipt of Tenant's notice, not to exceed ninety (90) days.

(b) Remedies and Damages. Upon the occurrence and continuance of a Default by Tenant and following the applicable cure period as set forth above, without notice to Tenant in any instance (except as expressly provided below) Landlord shall have any one or more of the following remedies: (i) re-enter the Premises upon five (5) days written notice to Tenant, without terminating this Lease, and remove all persons and property from the Premises, by any suitable action or proceeding at law, as Landlord may elect, without Landlord being liable for any prosecution therefor or damages therefrom, and repossess and enjoy the Premises (including re-letting the Premises at Landlord's option as provided below); (ii) terminate this Lease upon not less than five (5) days written notice to Tenant, at which time the Term of this Lease shall expire, but with Tenant's liability as set forth in this Section 18 to continue; or (iii) exercise any other legal or equitable rights or remedies available to Landlord and those additional rights set forth in this Lease. In exercising any of the above remedies, Landlord may remove Tenant Property from the Premises and store the same at Tenant's expense without resort to legal process if permitted by applicable law and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby. If Landlord shall repossess or terminate the Lease in accordance with the foregoing, Tenant waives any rights to re-enter the Premises and any rights of redemption.

If a Default by Tenant occurs and continues beyond applicable notice and cure periods, Tenant shall remain liable for, and Landlord shall be entitled to, the following damages: (i) all Rent and damages that may be due, incurred or sustained by Landlord up to the date this Lease terminates (including, without limitation, damages

incurred under any ground or underlying lease, any space lease, any mortgage document with Landlord's Mortgagee and the like) or the date Landlord takes possession of the Premises, whichever occurs earlier, and the performance of all other obligations of Tenant accruing under this Lease through such date (collectively "**Accrued Damages**"); and (ii) all reasonable costs, fees and expenses (including, without limitation, brokerage commissions, but expressly excluding attorneys' fees) actually incurred by Landlord in pursuit of its remedies under this Lease and in renting the Premises to others from time to time (including Re-letting Preparations, as defined below) (all such Accrued Damages, costs, fees and expenses being referred to collectively as the "**Default Damages**").

If a Default by Tenant occurs and continues beyond applicable notice and cure periods, and Tenant vacates the Premises for a period of more than thirty (30) days, and Landlord re-enters the Premises as provided in item (ii) above or takes possession of the Premises pursuant to legal proceedings or otherwise in accordance with applicable law, then, if Landlord does not elect to terminate this Lease, Landlord may either: (1) recover all monthly Rent and other amounts due under this Lease from Tenant; or (2) re-let the Premises. If Landlord elects to re-let the Premises, Tenant agrees that Landlord may from time to time re-let all or part of the Premises (or a premises including space in addition to the Premises), in one or more leases, either in Landlord's own right or as agent for Tenant, accepting any rents then obtainable, for a term or terms that may be greater or less than the balance of the then-current Term of this Lease (excluding any unexercised Option Terms), and Landlord may grant reasonable, customary, market concessions or free rent without in any way affecting Tenant's liability for the Rent payable under this Lease. Landlord shall be under no duty to re-let the Premises except as otherwise provided herein, and Tenant's liability under this Lease shall not be affected or diminished in any way whatsoever for Landlord's failure to re-let the Premises, or if the Premises are re-let, for Landlord's failure to collect the rentals under such re-letting; provided, however, and notwithstanding anything to the contrary contained in this Lease that Landlord shall use reasonable efforts to re-let the Premises, or a part thereof. In connection with any re-letting, Landlord may make or do any cleaning, maintenance, repairs, painting and/or decorations (collectively "**Re-letting Preparations**") in the Premises that Landlord considers advisable and necessary in Landlord's reasonable business discretion, and such Re-letting Preparations shall not release Tenant from any liability under this Lease except to the extent otherwise expressly provided in this Lease. Landlord's reletting of the Premises shall not preclude Landlord from thereafter exercising at any time its remedy to terminate this Lease. Notwithstanding anything to the contrary contained in this Lease, in the event Landlord re-lets the Premises or any portion thereof as provided herein, but does not terminate this Lease, Tenant shall remain liable for, and Landlord shall be entitled to collect from Tenant an amount equal to the deficiency (the "**Deficiency**") between: (A) the monthly Rent required to be paid by Tenant under this Lease until the expiration of the then-current Term of this Lease (excluding any unexercised Option Terms); and (B) the rent, if any, that Landlord receives during the applicable month from others to whom the Premises or any portion thereof is rented, after deducting all Default Damages remaining unpaid.

Upon the occurrence of any Default by Landlord beyond applicable notice and cure periods, Tenant may sue for injunctive relief or to recover damages for any loss resulting from the Default, or Tenant, without limiting its exercise of any right or remedy which it may have by reason of such default, may terminate this Lease (subject to Section 20 below) and pursue any remedy now or hereafter available to it under Applicable Laws or the judicial decisions of the Commonwealth of Virginia, but Tenant shall not be entitled to withhold or abate Rent hereunder except as specifically provided in this Lease.

(c) Remedies Cumulative. Each remedy provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute. The exercise of any remedies shall not preclude the simultaneous or later exercise of the same or any other remedies.

(d) No Waivers. The failure of Landlord or Tenant to insist upon a strict performance of any of the terms, conditions and covenants of this Lease shall not be deemed a waiver of any other then-existing or subsequent breach or default, except for any breach or default that Landlord or Tenant expressly waives in writing. The maintenance of any action or proceeding to recover possession of the Premises, or to recover any installments of

Rent that may be due from Tenant to Landlord, shall not preclude Landlord from thereafter instituting and maintaining subsequent actions or proceedings for the recovery of possession of the Premises or of any Rent that is or may become due from Tenant. Landlord may institute suit on one or more occasions to recover Rent, Default Damages, or any other amounts owed by Tenant under this Lease, notwithstanding that Landlord has previously instituted suit for any or all of the amounts claimed to be due. No payment by Tenant or receipt by Landlord of the stated Rent amount shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or letter accompanying a check for payment of Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other amounts owed hereunder or to pursue any other remedy provided in this Lease. No re-entry by Landlord, reletting of the Premises, alterations to the Premises in connection with a reletting or acceptance of keys or other similar action shall be considered an acceptance of a surrender of this Lease or constitute a constructive eviction.

19. **ATTORNEYS' FEES.** Intentionally omitted.

20. **NOTICES TO MORTGAGEE.** Tenant agrees to give any Mortgagee(s) (as defined below), by certified mail, return receipt requested, a copy of any notice of default under this Lease sent to Landlord by Tenant, provided that Tenant has been notified in writing of the address of such Mortgagee(s). Tenant further agrees that if Landlord shall have failed to cure any default under this Lease within the time provided for in this Lease, then the Mortgagee(s) shall have an additional thirty (30) days within which to cure such default. If such default cannot be cured within that time, the Mortgagee(s) shall have such additional time as may be necessary if within such thirty (30) days any Mortgagee(s) has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure). Tenant may not exercise any remedies available under Section 18 of this Lease, or at law or in equity, while such remedies are being so diligently pursued by any Mortgagee(s).

21. **SUBORDINATION; ESTOPPEL.**

(a) **Subordination.** This Lease shall be subject and subordinate to any and all mortgages and deeds of trust (collectively "**Mortgages**") which may now or hereafter affect such leases or the real property of which the Premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees to attorn to any successor to Landlord's interest in the Premises, including any such lessor or holder of a Mortgage ("**Mortgagee**") or to any purchaser at foreclosure (or by deed in lieu of foreclosure) upon all of the terms and conditions of this Lease. Within twenty (20) days after Landlord's written request, Tenant agrees to execute and deliver a commercially reasonable, written subordination, non-disturbance and attornment agreement ("**SNDA**") for each Mortgagee on the standard form of SNDA of such Mortgagee, to be approved by Tenant in its reasonable discretion. Such SNDA shall state that this Lease will not be terminated or Tenant's possession of the Premises interfered with as a result of a foreclosure (or deed in lieu of foreclosure) of the applicable Mortgage, provided that Tenant is not then in Default (beyond applicable notice and cure periods). In no event shall any such Mortgagee or purchaser at a foreclosure sale (or sale in lieu of foreclosure) be: (i) liable for any act or omission of Landlord or any subsequent landlord (except Mortgagee); (ii) subject to any offsets or defenses which Tenant might have against Landlord or any subsequent landlord (except Mortgagee); or (iii) bound by any Rent which Tenant may have paid for more than the current month to Landlord or any subsequent landlord, unless said Mortgagee or purchaser at a foreclosure sale shall have actually received such Rent. The foregoing shall not be deemed to constitute a waiver by Tenant of claims that Tenant may have against Landlord for breaches of this Lease, but such claims shall not be enforced against the Mortgagee or any such purchaser unless and until the Mortgagee may become the Landlord hereunder. A Mortgagee may instead elect to have this Lease superior to its lien and may evidence such intention in the instrument creating its lien or other recorded instrument. Within thirty (30) days following the Effective Date, Landlord shall have delivered to Tenant a counterpart of the SNDA attached hereto as **Exhibit D** and by this reference incorporated herein from Tenant's current Mortgagee, which shall be executed and acknowledged by such current Mortgagee. Contemporaneously with execution of this Lease, each Landlord and Tenant shall deliver to the other an executed and acknowledged counterpart of such

attached SNDA, and Tenant, at Tenant's sole cost and expense, may record such fully executed and acknowledged SNDA in the land records for the city of Richmond, Virginia.

(b) Estoppel Certificate. Each Landlord and Tenant agrees, at any time and from time to time, upon not less than twenty (20) days prior written notice, to execute, acknowledge and deliver to Landlord, or to any Mortgagee or purchaser of all or part of the Building, or to Tenant, as applicable, a statement in writing: (i) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modification); (ii) stating the dates to which the Rent and any other charges hereunder have been paid by Tenant; (iii) stating whether or not Landlord or Tenant is in default beyond applicable notice and cure periods under this Lease and, if so, specifying each such default; (iv) stating the address to which notices to Landlord or Tenant should be sent; and (v) certifying as to such other matters relating to this Lease or the Premises as may be reasonably requested. Any such estoppel certificate may be relied upon by Landlord, any Mortgagee, or any prospective purchaser or lender, or Tenant, as applicable.

22. **SURRENDER AND HOLDING OVER**. Upon the expiration or sooner termination of the Term of this Lease, Tenant shall promptly surrender the Premises to Landlord in accordance with the provisions of Sections 7(a), 8(b), and 9(c), in substantially the same condition as existed on the Commencement Date, approved Alterations, ordinary wear and tear, casualty and condemnation excepted, and deliver all keys to the Premises and Building to Landlord. If Tenant shall default in so surrendering the Premises, Tenant's occupancy subsequent to the end of the Term shall be deemed to be a month to month tenancy cancelable by Landlord immediately upon written notice of thirty (30) days', and such tenancy shall be subject to all of the provisions of this Lease, except that Base Rent during the period of any such holdover shall be equal to one hundred fifty percent (150%) of the Base Rent payable immediately prior to the end of the Term, unless Landlord agrees in writing to other terms for the holdover tenancy. Acceptance by Landlord of Rent after such thirty (30) day expiration shall not constitute consent to a hold over hereunder or result in an extension of this Lease. Tenant shall pay a prorated month's Rent calculated in accordance with this Section 22 for any portion of a month it holds over and remains in possession of the Premises pursuant to this Section 22.

23. **RIGHTS RESERVED TO LANDLORD**. Subject to the terms and conditions of this Lease, the Landlord reserves and may exercise the following rights without affecting Tenant's obligations hereunder:

(a) to change the name or street address of the Building;

(b) to install and maintain a sign or signs on the exterior of the Building and interior common areas of the Building;

(c) to retain at all times keys to the Premises; and

(d) to take any and all measures, including inspections, repairs, alterations, decorations, additions and improvements to the Premises or to the Building, as may be necessary or desirable for the safety, protection or preservation of the Premises or the Building or the Landlord's interests, or as may be necessary or desirable in the operation of the Building.

The Landlord may enter upon the Premises and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of the Tenant's use or possession and without being liable in any manner to the Tenant and without abatement of Rent or affecting any of the Tenant's obligations hereunder; provided, however, and notwithstanding the foregoing to the contrary, (i) that Landlord shall use reasonable efforts not to interfere with Tenant's use and enjoyment of the Premises, the Parking Spaces and/or the Common Areas; and (ii) that Landlord shall otherwise comply with the requirements of Section 11 above as to any access of the Premises.

24. **QUIET ENJOYMENT**. Landlord covenants that it has the right to enter into this Lease and that if Tenant shall timely pay all Rent and other amounts due hereunder and perform all of Tenant's covenants,

obligations, terms, conditions and agreements in this Lease, Tenant shall be entitled to peaceably and quietly occupy and enjoy possession of the Premises, without molestation or hindrance by Landlord or any party claiming through or under Landlord.

25. **TENANT WIRING.** Initial electrical and wiring installations required for Tenant's occupancy have been approved by Landlord as part of the Tenant Improvements. Tenant shall obtain Landlord's prior written approval, not to be unreasonably withheld, conditioned and/or delayed, of all plans and specifications for electrical and other wiring installations. Landlord may consider, among other relevant factors, the effects of any proposed electrical load upon the Building's circuits in reviewing Tenant's request. Landlord may require that Tenant conform its plans and specifications for any such installations to the reasonable requirements and capacity of the Building. All telephone, communications, computer, electrical and other wiring and related facilities (collectively, the "**Wiring**") shall, at Tenant's option, remain in the Building or be removed by Tenant at Tenant's cost upon the expiration or sooner termination of this Lease, with Tenant responsible for all resulting repairs to the Premises and Building.

26. **TENANT'S OBLIGATION TO REPORT DEFECTS.** Tenant acknowledges that Landlord is not obligated to maintain the Premises except as expressly provided in this Lease or to inspect the Premises. Tenant shall promptly notify Landlord in writing of any defects, damage or unsafe conditions observed in or about the Premises which are the responsibility of Landlord to maintain under this Lease.

27. **COORDINATION OF CONSTRUCTION.** Tenant shall comply with all requirements reasonably imposed by Landlord in prudent Building management to coordinate and control construction activity within the Building and moving in and moving out activities by Tenant, provided, however, that Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises during any such construction activity.

28. **MISCELLANEOUS.**

(a) **No Representations by Landlord.** Tenant acknowledges that neither Landlord nor any broker, agent or employee of Landlord has made any representations or promises with respect to the Premises or the Building except as expressly set forth in this Lease, and no rights, privileges, easements or licenses are acquired by Tenant except as expressly set forth in this Lease. Tenant, by taking possession of the Premises, shall accept the same "AS IS", subject to the provisions of Section 24 and to Landlord's obligation to complete the Tenant Improvements.

(b) **Brokers.** Except for Landlord Broker: (i) each of the Parties represents and warrants to the other that it has not dealt with any other broker or finder in connection with this Lease; and (ii) Landlord indemnifies and holds Tenant harmless from any and all liability, costs or expenses (including attorneys' fees) incurred as a result of an alleged breach of the foregoing warranty. The parties hereto acknowledge and agree that Landlord is not and shall not be responsible for, or have any liability in connection with, any commissions, payments or other amounts that may be owed or alleged to be owed any broker or finder with respect to a renewal or extension of this Lease; any relocation of the Tenant or any affiliate of Tenant into any other premises owned, managed or controlled by Landlord or any affiliate of Landlord; any expansion into additional space by the Tenant; or any other lease entered into between Tenant or any affiliate of Tenant and Landlord or any affiliate of Landlord, in each case as a result of the actions of such party. Landlord Broker shall be compensated by Landlord pursuant to a separate written agreement.

(c) **Entire Agreement; Modification.** This Lease represents the final understanding and agreement between Landlord and Tenant and incorporates all negotiations between the parties. This Lease cannot be modified except by writing signed by the party against whom the modification is to be enforced.

(d) Successors and Assigns. The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns (but this Lease shall inure to the benefit of only such assignees of Tenant expressly permitted under the terms of this Lease).

(e) Interpretation. The captions in this Lease are for the purposes of reference only and shall not limit or define the meaning of the provisions of this Lease. References to any specific gender shall be deemed to include the other gender or neuter, as applicable; references to “expiration” of the Term shall include “termination” and vice-versa; and references to the singular shall include the plural, and vice-versa, all as the context may require. If Tenant consists of multiple parties, the liability of such parties shall be joint and several, and the release of any one or more of such parties shall not affect the liability of any other party not expressly released in writing. This Lease shall not be construed more strictly against one party than the other, it being recognized that both Landlord and Tenant have contributed substantially and materially to the preparation of this Lease.

(f) Governing Law. This Lease shall be governed by the laws of the Commonwealth of Virginia.

(g) Conditions Severable. If any provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(h) No Recording of the Lease. Landlord and Tenant agree, contemporaneously with execution of this Lease, to execute and have acknowledged a short form memorandum of this Lease, in a form suitable for recording, substantially in the form of Exhibit E 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 Landlord’s current Mortgagee. Tenant may record the MOL in the land records for the City of Richmond, Virginia, at Tenant’s cost. 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 Landlord, at Landlord’s cost.

(i) Authority. As of the Effective Date, Tenant represents and warrants to Landlord that the person(s) signing this Lease are duly authorized to execute and deliver this Lease on behalf of Tenant. As of the Effective Date, Landlord represents and warrants to Tenant that the person(s) signing this Lease are duly authorized to execute and deliver this Lease on behalf of Landlord.

(j) Acceptance of Payment. Landlord is entitled to accept, receive in cash or deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same at Landlord’s option to any obligation of Tenant hereunder and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord’s rights to recover any and all amounts owned by Tenant hereunder and shall not be deemed to cure any other default nor prejudice Landlord’s rights to pursue any other available remedy.

(k) Survival. All obligations of Landlord and Tenant hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof, including without limitation, Tenant’s payment obligations with respect to Taxes and Operating Expenses and all obligations concerning the condition of the Premises.

(l) Force Majeure. Except as to the payment of Rent, whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, neither party shall be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to causes of any kind whatsoever which are due to “**Force Majeure**”. For purposes of this Agreement, including, without limitation, the Work Letter, “Force Majeure” shall mean any significant occurrence or event beyond the reasonable control of said party, by way of illustration, by not limited to, natural disasters, outbreaks of hostilities, and widespread strikes.

For the avoidance of doubt, in no event shall supply chain issues or the delay or unavailability of construction supplies or materials be deemed a “Force Majeure” event if reasonably suitable alternative construction supplies or materials are available at a similar cost within the construction schedule.

(m) Time is of Essence. Time is of the essence with respect to this Lease, the performance of all obligations hereunder and the delivery of any notices required herein.

(n) Usufruct/No Estate in Land. This Lease creates the relationship of landlord and tenant between Landlord and Tenant, no estate shall pass out of Landlord and Tenant has only a usufruct, not subject to levy or sale, and not assignable by Tenant except with Landlord's prior written consent

(o) Counterparts; Signatures. This Lease may be executed in counterpart signatures, each of which shall be deemed an original and together shall constitute one instrument. Facsimile and electronic “PDF” signatures of this Lease shall be treated as original signatures and given full force and effect.

(p) Availability of Funds for Tenant’s Performance. All payments and other performances by Tenant under this Lease are subject to annual appropriations by the City Council of the City of Richmond, Virginia. It is understood and agreed between the Parties that Tenant will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Lease. Under no circumstances shall Tenant’s total liability under this Lease exceed the total amount of funds appropriated by the City Council for the payments hereunder for the performance of Tenant.

(q) Authorization to Act. The Chief Administrative Office of the City of Richmond, Virginia or a designee thereof is authorized to act on behalf of Tenant under this Lease, including exercise of Tenant’s options to extend the Term.

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

(s) Limitation of Liability of Tenant Parties. No director, officer, employee, contractor or agent of Tenant shall be personally liable to another party to this Lease or any successor in interest in the event of any Default under this Lease or on any obligation incurred under the terms of this Lease.

(t) Title. Landlord represents and warrants to Tenant that as of the Effective Date and the Commencement Date, (i) Landlord is seized of good and sufficient title and interest to the Premises and has full authority to enter into and execute this Lease, and (ii) to the best of Landlord’s actual knowledge, Landlord has no knowledge of any suit, action, proceeding, judgment, investigation, or claim pending or threatened which could reasonably be expected to disturb Landlord’s ownership of the Premises. Landlord further states that to the best of Landlord’s knowledge, other than routine financing liens, there are no liens, judgments, or impediments of title on the Premises and that there are no covenants, easements, or restrictions which prevent or adversely affect the Permitted Use or Tenant’s occupancy of the Premises.

29. **RIGHT OF FIRST OFFER**. Landlord and Tenant acknowledge and agree that the Current Tenant of the fourth (4th) of the Building is anticipated to vacate the Building. Landlord hereby grants Tenant a right of first offer (the “**ROFO**”) to lease the fourth (4th) floor of the Building, or such lesser portion thereof as the parties may mutually agree, such floor containing approximately 39,850 total rentable square feet (the “**Fourth Floor**”) when the Fourth Floor or a portion thereof becomes available during the Term. Prior to offering the Fourth Floor for lease to the general public or otherwise marketing the Fourth Floor or any portion thereof for lease, Landlord shall first promptly notify Tenant in writing of the availability of the Fourth Floor or such applicable portion thereof for lease by Tenant and the reasonable, market and customary terms upon which Landlord is prepared to the Fourth Floor to Tenant (the “**ROFO Notice**”). Tenant shall have fifteen (90) business days from receipt of the ROFO Notice to indicate its interest to pursue the Fourth Floor or a portion thereof for

lease pursuant to the terms of the ROFO Notice. In the event that Tenant accepts the offer in the ROFOR notice to lease the Fourth Floor or a portion thereof, the parties shall negotiate a new lease for such space on substantially the same form as this Lease in good faith and with reasonable diligence. Notwithstanding the foregoing, Landlord acknowledges and agrees that any such new lease must be formally approved by City Council. If the parties have not executed such a new lease for the Fourth Floor, or applicable portion thereof, within one hundred twenty (120) days after Tenant's response to the ROFO Notice, the ROFO shall automatically expire and be of no further force or effect, and Landlord shall be free to Lease the Fourth Floor to other tenants. In the event Tenant fails to timely accept the Fourth Floor, or Tenant elects not to accept the Fourth Floor, the ROFO shall automatically expire and be of no further force or effect, and Landlord shall be free to lease the Fourth Floor to other tenants.

[Remainder of page intentionally left blank; signature page(s) follow(s).]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement as of the date below written.

LANDLORD:

300 FRANKLIN, LLC,
a Virginia limited liability company



By: _____

Name: Neil Amin

Title: Manager

Date: _____, 2/29/2024

TENANT:

CITY OF RICHMOND, VIRGINIA,
a municipal corporation of the Commonwealth of Virginia

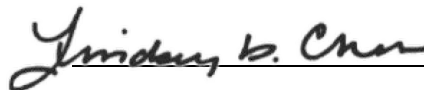
By: _____

Name:

Title:

Date: _____, 2024

APPROVED AS TO FORM



APPROVED AS TO TERMS

Christopher Nizamis
Manager, Real Estate Strategies

Shunda Giles
Director, Department of Social Services

EXHIBIT "A"

LEGAL DESCRIPTION

Description of 300 E. Franklin Street, Richmond, Virginia 23219

ALL those certain lots, pieces or parcels of land, with all improvements thereon and appurtenances thereunto belonging, lying and being in the City of Richmond, Virginia, described as Parcel 1, containing 1.023 acres & Parcel 2, containing 0.936 acres, and being the city block bounded by East Grace Street, North 4th Street, East Franklin Street and North 3rd Street, all as shown on the plat of survey made by Timmons Group, entitled "EXHIBIT PLAT SHOWING PARCEL 1, 1.023 ACRES & PARCEL 2, 0.936 ACRES OF LAND LOCATED AT 300 EAST FRANKLIN STREET, RICHMOND, VIRGINIA", dated December 18, 2019, and the lots are more particularly described as follows:

Parcel 1:

Commencing at a point located at the intersection of the southern right of way line of East Grace Street and the western right of way line of North Fourth Street, said point Being The True Point and Place of Beginning 1, thence along said right of way line of North Fourth Street South 35 degrees 36 minutes 12 seconds West a distance of 326.95 feet to a point, said point lying on the northern right of way line of East Franklin Street, thence along said right of way line North 54 degrees 29 minutes 36 seconds West a distance of 136.03 feet to a point, thence leaving said right of way line North 35 degrees 32 minutes 29 seconds East a distance of 327.06 feet to a point, said point lying on the southern right of way line of East Grace Street, thence along said right of way line South 54 degrees 26 minutes 41 seconds East a distance of 136.39 feet to a point, said point lying on the western right of way line of North Fourth Street and Being The True Point and Place of Beginning 1 and containing 1.023 Acres more or less.

Parcel 2:

Commencing at a point located at the intersection of the eastern right of way line of North Third Street and the southern right of way line of East Grace Street, said point Being The True Point and Place of Beginning 2, thence along said right of way line of East Grace Street South 54 degrees 26 minutes 41 seconds East a distance of 124.78 feet to a point, thence leaving said right of way line South 35 degrees 32 minutes 29 Seconds West a distance of 327.06 feet to a point, said point lying on the northern right of way line of East Franklin Street, thence along said right of way line North 54 degrees 29 minutes 36 seconds West a distance of 124.61 feet to a point, said point lying on the eastern right of way line of North Third Street, thence along said right of way line North 35 degrees 30 minutes 42 seconds East a distance of 327.17 feet to a point, said point lying on the southern right of way line of East Grace Street and Being The True Point and Place of Beginning 2 and containing 0.936 Acres more or less.

BEING the same real estate conveyed to 300 Franklin, LLC, a Virginia limited liability company, by deed from World Media Enterprises Inc., a Delaware corporation, now known as BH Media Group, Inc. by operation of merger, recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia.

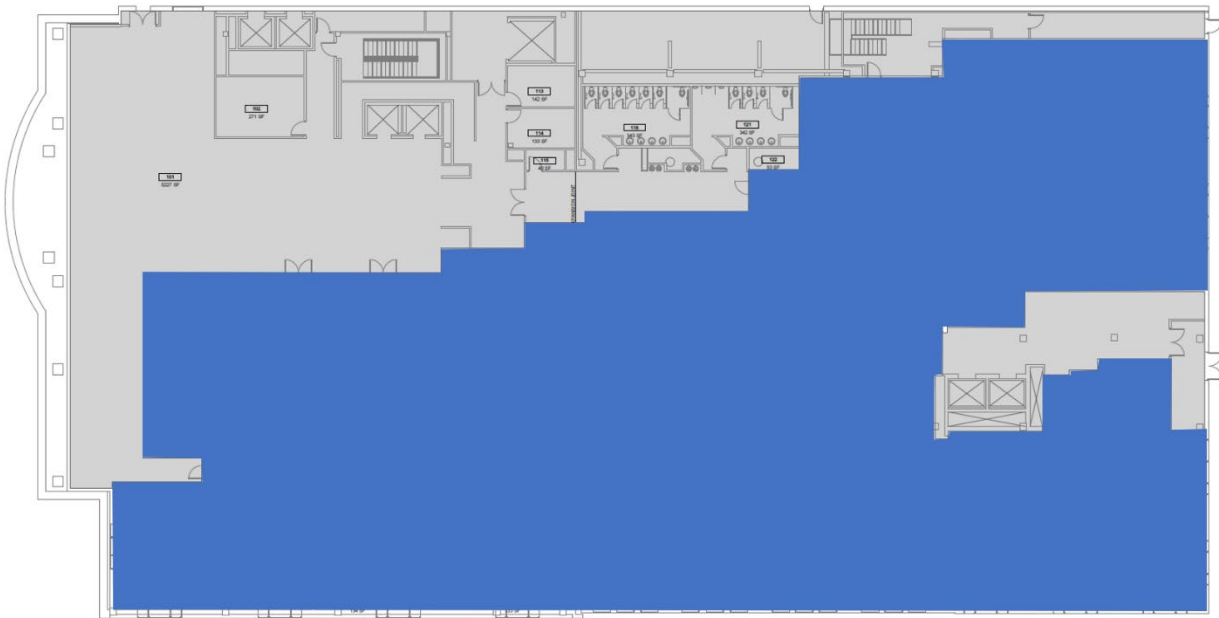
EXHIBIT "A-1"

PREMISES

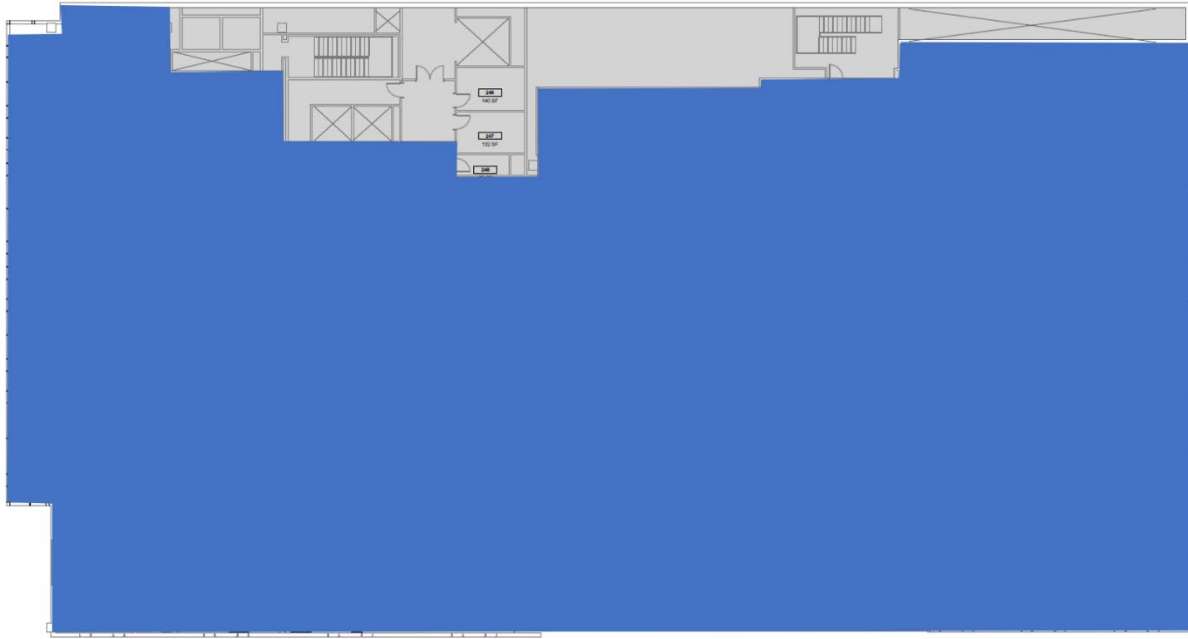
Lower Level Premises



1st Floor Premises



2nd Floor Premises



3rd Floor Premises

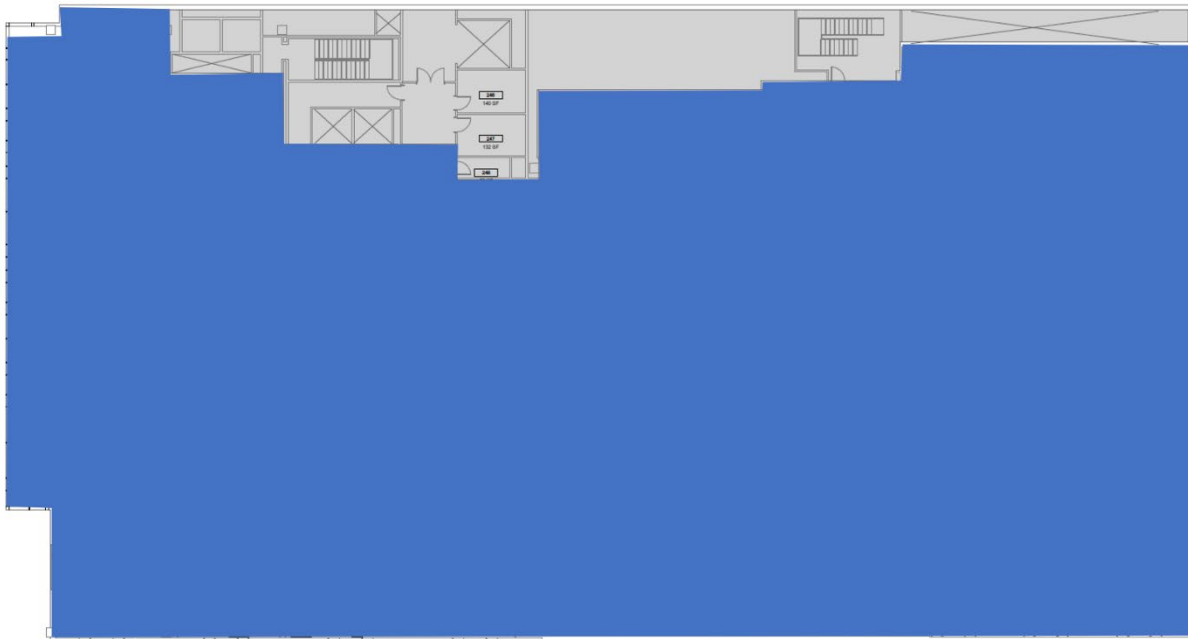


EXHIBIT "B"

WORK LETTER

1. Tenant Improvements. Landlord shall design, construct and complete the Tenant Improvements, in accordance with the terms and conditions of this **Exhibit "B"**, and in a good and workmanlike manner, with new materials of good quality, with customary warranties. The parties acknowledge and agree that the construction of the Tenant Improvements shall be an "open book" process in which Tenant shall have access to all of the contract documents, plans, specifications, approvals, permits, bids and other materials relating to the Tenant Improvements.

Landlord has designated _____ or _____ as its authorized representative and Tenant has designated Chris Nizamis, of the Division of Real Estate Strategies in the Department of Economic Development, and Jeannie Welliver, Senior Manager of Special Capital Projects for the Department of Public Works, jointly, as its authorized representatives with respect to this Work Letter. Either party may update the foregoing designation upon written notice to the other at any time.

(a) Definitions.

(i) "Allowance" shall mean a one-time tenant improvement allowance in the amount of Three Million Sixteen Thousand One Hundred Sixty-Five and 00/100 Dollars (\$3,016,165.00), to be used solely for the Tenant Improvements in the Premises.

(ii) "Excess Costs" shall mean Total Construction Costs, not to exceed the Improvement Cost Cap of \$6,00,000.00, in excess of the Allowance. The Excess Costs shall be calculated by subtracting the amount of the Allowance (\$3,016,165.00) from the amount of the Total Construction Costs (which Total Construction Costs shall in no event be higher than the Improvement Cost Cap).

(iii) "Improvement Cost Cap" shall mean Six Million and 00/100 Dollars (\$6,000,000.00).

(iv) "Substantial Completion" of the Premises (and the Premises shall be "substantially complete") shall occur when the Tenant Improvements are sufficiently complete in accordance with the Tenant Construction Plans (as hereinafter defined) as determined by Landlord in its reasonable discretion, so that the Tenant may use or occupy the Premises for their intended purpose. Further, substantial completion shall have occurred even though (i) Punchlist Items (as hereinafter defined) remain outstanding, (ii) Tenant fixtures, works-stations, built-in furniture or equipment remain to be supplied, connected or installed by Tenant (so long as Landlord has cooperated and provided early access to the Premises as required by this **Exhibit "B"**), and (iii) minor details of construction, decoration, or mechanical adjustments remain to be completed, all which in the aggregate (the foregoing items (i) through (iii)) do not prevent Tenant's use and enjoyment of the Premises and which can reasonably be anticipated to be completed within thirty (30) days at minimal interference to Tenant.

(v) "Tenant Delay" shall mean each day of delay in the performance of the Tenant Improvements that occurs because of (i) Tenant's failure to timely deliver or approve any required documentation within the time frame set forth herein, subject to applicable notice and cure periods; (ii) any Change (as hereinafter defined) by Tenant to the Tenant Improvement Plans (after the same have been finally approved by Landlord and Tenant in accordance with the terms and conditions of this **Exhibit "B"**); (iii) postponement of any work at the written request of Tenant; (iv) Tenant's failure to

attend any meeting with Landlord, any architect, design professional, or any contractor, or their respective employees or representatives, as may be required or scheduled hereunder and necessary in connection with the performance of the Tenant Improvements; (v) a breach by Tenant of the terms of the Lease beyond applicable notice and cure periods; and (vi) or any willful act or omission of Tenant which could be reasonably expected to result in a delay of the Tenant Improvements and actually results in a delay, provided however any act or omission of Tenant that is not “willful” in nature, and actually results in a delay, may be deemed a Tenant Delay hereunder, but shall not be subject to the Section 18(a)(3) default provision of the Lease. In the event that the Landlord delivers the Premises as Substantially Complete after the Delivery Date (as defined below), and there has been a Tenant Delay per the foregoing, then within thirty (30) days after the Commencement Date, Tenant shall pay to Landlord an amount equal to the Base Rent attributable to the period of the Tenant Delay.

(vi) "Tenant Improvements" shall mean the actual physical improvements to the Premises to be agreed upon by the parties as provided herein, which shall be based on the space plans (including, without limitation, the reconfiguration of interior walls depicted thereon) attached hereto as **Schedule “B-1”** and by this reference incorporated herein. Tenant furniture, fixtures, equipment, technology, audio, video, art, low voltage cabling and similar personal property will not be eligible for inclusion as part of the Tenant Improvements.

(vii) “Total Construction Costs” shall mean the entire cost of constructing the Tenant Improvements, including the actual, final Tenant Improvement Costs, and the architectural and permitting fees, space planning and preparation of the approved working drawings, labor and materials, electrical and other utility usage during construction, additional janitorial services, trash removal, general tenant signage, related taxes (but not real estate taxes or assessments) and insurance costs, the General Contractor’s project management fee (which shall be reasonable and customary, and in line with market terms), and the fees Landlord pays to Jones Lang LaSalle (“JLL”) to manage the Tenant Improvements for Landlord, which management fee will be three percent (3%) of the Total Construction Costs (the “**Project Management Fee**”). For the avoidance of doubt, and notwithstanding anything to the contrary contained in this Work Letter, in no event shall the Total Construction Costs, including the Project Management Fee, exceed the Improvement Cost Cap.

(b) Allowance and Excess Costs.

(i) Provided no Default has occurred and is continuing, Landlord shall provide an amount up to the Improvement Cost Cap to be applied toward Total Construction Costs. The Allowance and any funds which are “Excess Costs” hereunder (up to the Improvement Cost Cap) must be used on or prior to December 31, 2025, or the unused portion shall be deemed forfeited with no further obligation by Landlord with respect thereto. All Tenant Improvements for which Landlord’s funds have been made available shall be deemed Landlord’s property.

(ii) In no event shall Landlord be obligated to make disbursements with respect to the Tenant Improvements in an amount that exceeds the Improvement Cost Cap. The Allowance and any Excess Costs shall not be disbursed to Tenant, but shall be applied by Landlord to the payment of the Total Construction Costs, if, as, and when the cost of the Tenant Improvements is actually incurred.

(iii) Within thirty (30) days after Substantial Completion and completion of the Punchlist List, and effective upon the date the Excess Costs have been determined by Landlord and Tenant, in their reasonable, mutual discretion, the Base Rent shall be increased by the Amortized Rent

Amount (as hereinafter defined) (any partial months shall be prorated). The “Amortized Rent Amount” shall mean the amount of the Excess Costs, as amortized at an interest rate of nine and one-half percent (9.5%) for the length of the Lease Term, as of the date of such calculation. The Landlord shall determine the proposed Amortized Rent Amount, in its reasonable judgment, and shall provide the proposed Amortized Rent Amount to the Tenant in writing accompanied by reasonable supporting documentation to Tenant. Tenant shall have the later of sixty (60) days or two Base Rent payments from receipt of the Amortized Rent Amount to commence payment of the increased Base Rent as provided herein, and together with the first payment of increased Base Rent, Tenant shall include the Amortized Rent Amount attributable to the intervening period after the Amortized Rent Amount is deemed to have been effective in accordance with the foregoing.

(c) Tenant Improvement Plans. Prior to or immediately after the Effective Date, Landlord shall engage an architect (the “**Architect**”) for the purpose of the Architect’s preparation of draft working drawings and specifications for the Tenant Improvements based upon Schedule “B-1” (the “**Tenant Improvement Plans**”). Landlord shall use reasonable efforts to enforce the terms and conditions of the contract with the Architect, taking into account the Target Delivery Date. Landlord and Tenant shall work together cooperatively, using diligent and good faith efforts, to provide the Architect with guidance necessary and desirable to enable (i) the preparation of the draft Tenant Improvement Plans, and (ii) to work through all subsequent revisions. The initial, proposed Tenant Improvement Plans shall be provided to Tenant by Landlord upon receipt from Architect. The draft Tenant Improvement Plans shall be subject to Landlord’s and Tenant’s mutual, reasonable approval. Tenant shall give its written notice of approval or disapproval (giving general reasons in case of disapproval along with comments, edits and revision requests) of the draft Tenant Improvement Plans within fifteen (15) days after their delivery to Tenant. Landlord, in its commercially reasonable discretion, shall direct the Architect to apply Tenant’s proposed revisions to the draft Tenant Improvement Plans and submit revised Tenant Improvement Plans to Tenant within fifteen (15) days of its receipt of Tenant’s written notice providing comments. The parties acknowledge and agree that all deadlines for responses, approval or comments (or delivery of revised documents) set forth in this Exhibit “B” are outside timelines, and any party may respond sooner.

2. Construction.

(a) Competitive Bidding Process. As soon as reasonably practicable after receipt of draft Tenant Improvement Plans from the Architect in accordance with guidance from the parties, the Landlord shall competitively bid-out the Tenant Improvements to not less than three (3) reasonably qualified, reputable, capable general contractors which can reasonably be expected to meet the Target Delivery Date. Landlord agrees to give Tenant copies of all bids received for the Tenant Improvements. Landlord shall engage in a dialog with the Architect and the general contractors, and the Tenant Improvement Plans shall be revised as reasonably necessary to so curtail the costs (and any such revised Tenant Improvement Plans shall be acceptable to Landlord and Tenant in their mutual, reasonable discretion).

(b) Total Construction Costs Estimate. In connection with the foregoing competitive bidding process, Landlord shall obtain and submit to Tenant an estimate of the cost of construction of the Tenant Improvements (“**Tenant Improvement Cost**”) and a projected construction timeline from each general contractor promptly following the completion and approval of Tenant Improvement Plans in accordance with subsection (a) above. Within ten (10) days after receipt of last of the Tenant Improvement Cost estimates from the general contractors, Tenant shall either (i) approve one or more of such Tenant Improvement Cost estimates; or (ii) request that Landlord prepare revised Tenant

Improvement Plans, modified so as to reduce the estimated Tenant Improvement Costs. In the event Tenant so requests revised Tenant Improvement Plans, such revised Tenant Improvement Plans shall again be subject to Landlord's reasonable approval and subsequent preparation of updated estimates of the Tenant Improvement Cost (any such updated Tenant Improvement Cost estimates shall be subject to Tenant's approval, in its reasonable discretion).

(c) Engagement of General Contractor. No later than thirty days (30) days after Tenant's approval of the Tenant Improvement Costs in accordance with the foregoing subsection (b), Landlord, in Landlord's reasonable discretion, shall enter into a construction contract with one (1) of the general contractors ("**General Contractor**"), for construction of the Tenant Improvements. The selection of the General Contractor shall be made by Landlord, in its reasonable discretion, taking into account the Target Delivery Date (as hereinafter defined). If the candidates' Tenant Improvement Cost estimates vary significantly, and Tenant requests that Landlord select a candidate with a less expensive Tenant Improvement Cost estimate, Landlord shall also take Tenant's request into consideration. Notwithstanding anything to the contrary contained in this **Exhibit "B"**, in no event shall the estimated amount of the Total Construction Costs at the contract execution stage with the General Contractor exceed ninety-five percent (95%) the Improvement Cost Cap. The contract with the General Contractor shall contain commercially reasonable and customary terms, conditions and warranties, and shall be in the form of a Guaranteed Maximum Price (GMP) contract for each major component of the Tenant Improvements. Thereafter, the Landlord shall ensure that the General Contractor shall promptly pursue all applications, licenses, building permits and other approvals necessary for the construction and completion of the Tenant Improvements. The Landlord shall authorize commencement of construction by the General Contractor as soon as reasonably practicable after engagement of the General Contractor and receipt of applicable licenses, permits and approvals, if necessary for the commencement of construction.

(d) Total Construction Costs Changes. Landlord shall revise the Total Construction Costs from time to time to reflect any estimated cost increases or decreases for the Tenant Improvements from time to time, including such adjustments as may be required by any local governmental agencies, so long as such revisions do not increase the Total Improvement Cost by more than five percent (5%) or exceed the Improvement Cost Cap.

(i) Substitution of Items, Materials or Finishes. If items, materials or finishes designated in the Tenant Improvement Plans are unavailable, delayed, or subject to cost increases, Landlord, in its reasonable discretion, shall request in writing to Tenant to substitute for items, materials or finishes designated in the Tenant Improvement Plans other items, materials or finishes of comparable kind and quality, and Tenant shall cooperate with Landlord to approve replacements for the same, in Tenant's reasonable discretion; in such event, the Total Construction Costs shall be revised accordingly (not to exceed the Improvements Cost Cap). Landlord, at its reasonable option, may also change mechanical plans and specifications where necessary for the installation of any and all air conditioning systems and ductwork, heating, electrical and plumbing and other mechanical plans for the Tenant Improvement Plans, so long as such changes do not increase the Total Construction Costs or materially, adversely affect the layout or intended use set forth in the Tenant Improvement Plans.

(ii) Change Orders. If at any time Landlord or Tenant desires to make changes to the Tenant Improvement Plans after both parties have approved them in accordance with Section 1(C) above (“**Changes**”), then (i) Landlord shall notify Tenant of such Change, or (ii) Tenant may submit to Landlord for approval, not to be unreasonable withheld, conditioned or delayed, of any and all such desired Changes. Landlord shall promptly advise Tenant of the projected impact of the Change on the Total Construction Costs and the construction schedule, and, if such impact is not acceptable to Tenant, then Tenant, in its sole and absolute discretion, may decline to proceed with the requested Change by providing written notice to Landlord. If such Changes would reasonably require Landlord to suspend any Tenant Improvements because any scheduled Tenant Improvements would be inconsistent with the Changes, such suspension of Tenant Improvements will be a Tenant Delay. For the avoidance of doubt, no Change shall be permitted which would increase the Total Construction Costs in excess of the Improvement Cost Cap.

(e) Tenant’s Responsibility; Cooperation During Construction. It shall be Tenant’s responsibility and expense to install its furniture, fixtures, personal property and/or equipment in the Premises, including, but not limited to: any and all signage, pictures, bulletin boards, plaques, furniture, filing cabinets, computer cables, computer equipment, business machines, draperies, blinds, kitchen / beverage appliances, modular furniture components (including task lighting, flat wiring, and power distribution cables), combination locks, cabling, low voltage cabling, networking equipment, and specialty electrical devices, in Tenant’s reasonable discretion as to any items which are fixtures. Landlord shall be reasonably responsive to Tenant’s requests as to the Tenant Improvement Plans as Tenant selects the foregoing, and Landlord and Tenant shall be in regular contact, including weekly meetings if requested by Landlord or Tenant in writing during the construction phase, as to the construction timeline and availability of the Premises for Tenant’s work; Landlord shall cooperate with Tenant to permit Tenant early access to the Premises, prior to the Commencement Date, in order to deliver, assemble and install the foregoing. During such early access, the parties shall use reasonable efforts to minimize interference with the other’s activities in the Premises, and the Tenant shall maintain all insurance required to be maintained by Tenant during the Term. Tenant shall be responsible for any repairs to Premises for damage caused by any aforementioned furniture, fixtures, personal property and/or equipment installation.

(f) Delivery of the Substantially Complete Premises. Notwithstanding anything to the contrary contained in this Exhibit “B”, the Lease, or both, (i) provided that the Effective Date of the Lease is on or before March 15, 2024, Landlord shall use its commercially reasonable efforts to deliver the Premises to Tenant with Substantial Completion of the Tenant Improvements on or before June 1, 2025, or, if the Effective Date of the Lease is after March 15, 2024, Landlord shall use its commercially reasonable efforts to deliver the Premises to Tenant with Substantial Completion of the Tenant Improvements on or before the day which is sum of June 1, 2025 plus the number of days beginning after March 15, 2024 through the Effective Date (as applicable, the “**Delivery Date**”). Landlord shall supervise the completion of Landlord’s Work and enforce the terms of the contract with the General Contractor. In addition, Landlord has elected to engage JLL as the Landlord’s representative to manage the Tenant Improvements. Notwithstanding anything to the contrary contained in this Exhibit “B”, the Lease, or both, in the event that the Tenant Improvements are not Substantially Complete on or before September 3, 2025 (the “**Outside Delivery Date**”), Tenant shall receive a day for day credit against Base Rent for every day after the Outside Delivery Date through the date of Substantial Completion of the Premises as

provided herein (for the avoidance of doubt, the Outside Delivery Date deadline and commencement of the foregoing credit shall not be subject to any notice or cure periods set forth in the Lease). Notwithstanding the foregoing, any Tenant Delay or Force Majeure shall be subtracted from Tenant's aforementioned credit if the Premises are delivered as Substantially Complete after the Outside Delivery Date. The rent credit shall be applied beginning as of the Commencement Date continuously until fully applied). In the event that the Landlord delivers the first (1st) and third (3rd) floors, together, as Substantially Complete prior to the Outside Delivery Date, then the foregoing day for day credit against Base Rent shall be reduced proportionally to equal the amount of Base Rent attributable to the second (2nd) floor square footage.

(g) Punchlist. Landlord will notify Tenant in writing when Landlord believes that Substantial Completion has occurred. Within five (5) Business Days thereafter, Landlord's representative and Tenant's representative shall conduct a walk-through of the Premises and identify any necessary touch-up work, repairs and minor completion items for final completion of the Tenant Improvements in accordance with the Tenant Improvement Plans, which can reasonably be expected to be completed within thirty (30) day at minimal interference to Tenant, and which in the aggregate do not impact Tenant's use and enjoyment of the Premises (the "**Punchlist Items**"). Neither Landlord nor Tenant shall unreasonably withhold its agreement on Punchlist Items. Landlord shall use commercially reasonable efforts to complete all Punchlist Items within thirty (30) days after the walk-through; however, Landlord shall not be obligated to engage overtime labor in order to complete such items. In light of the walk-through, if Tenant, in Tenant's reasonable discretion and in accordance with this **Exhibit "B"**, agrees that the Tenant Improvements are Substantially Complete, and notwithstanding anything to the contrary contained in the Lease, then the "Commencement Date" shall be deemed to be the date of the walk-through.

SCHEDULE "B-1"

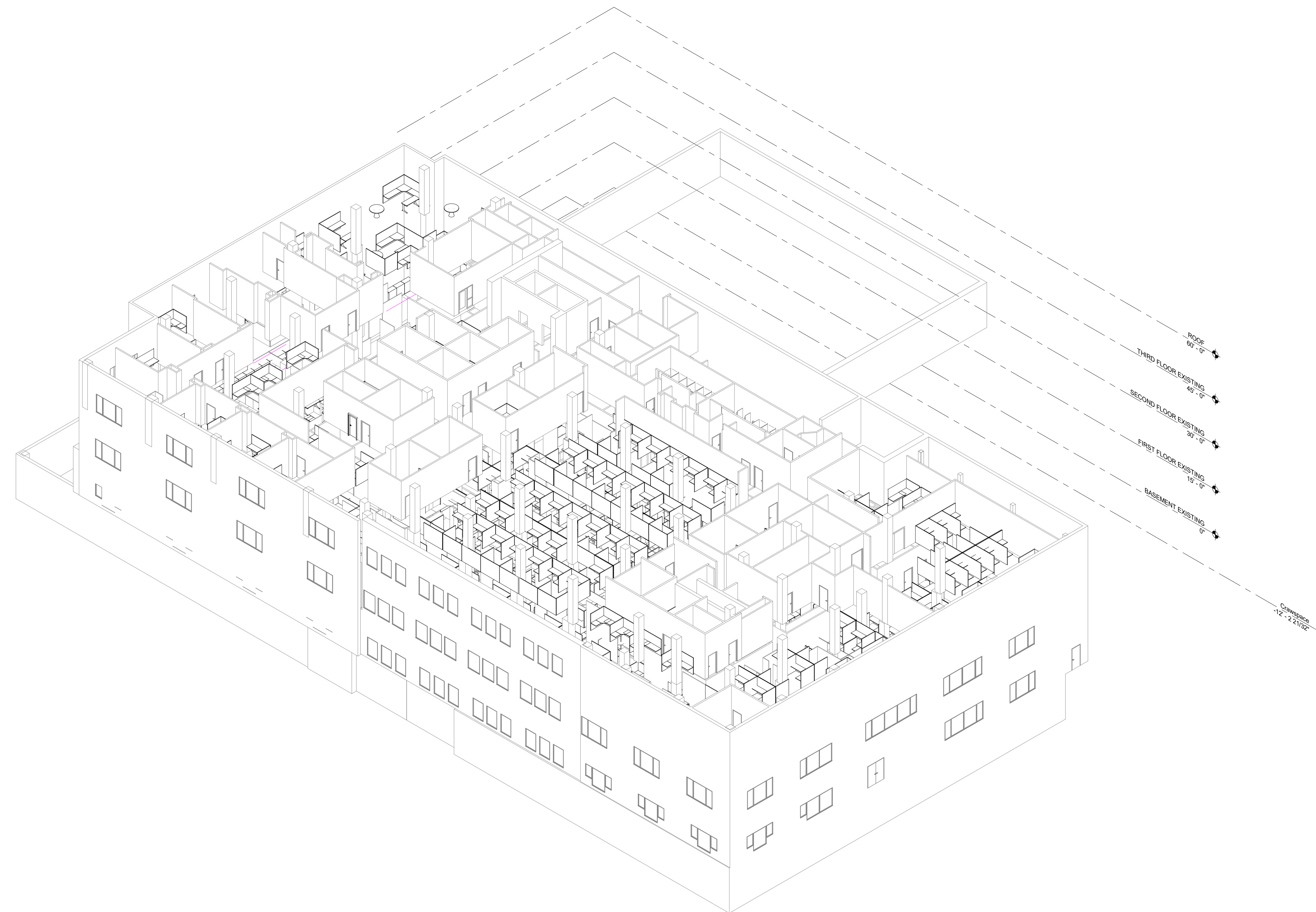
SPACE PLANS

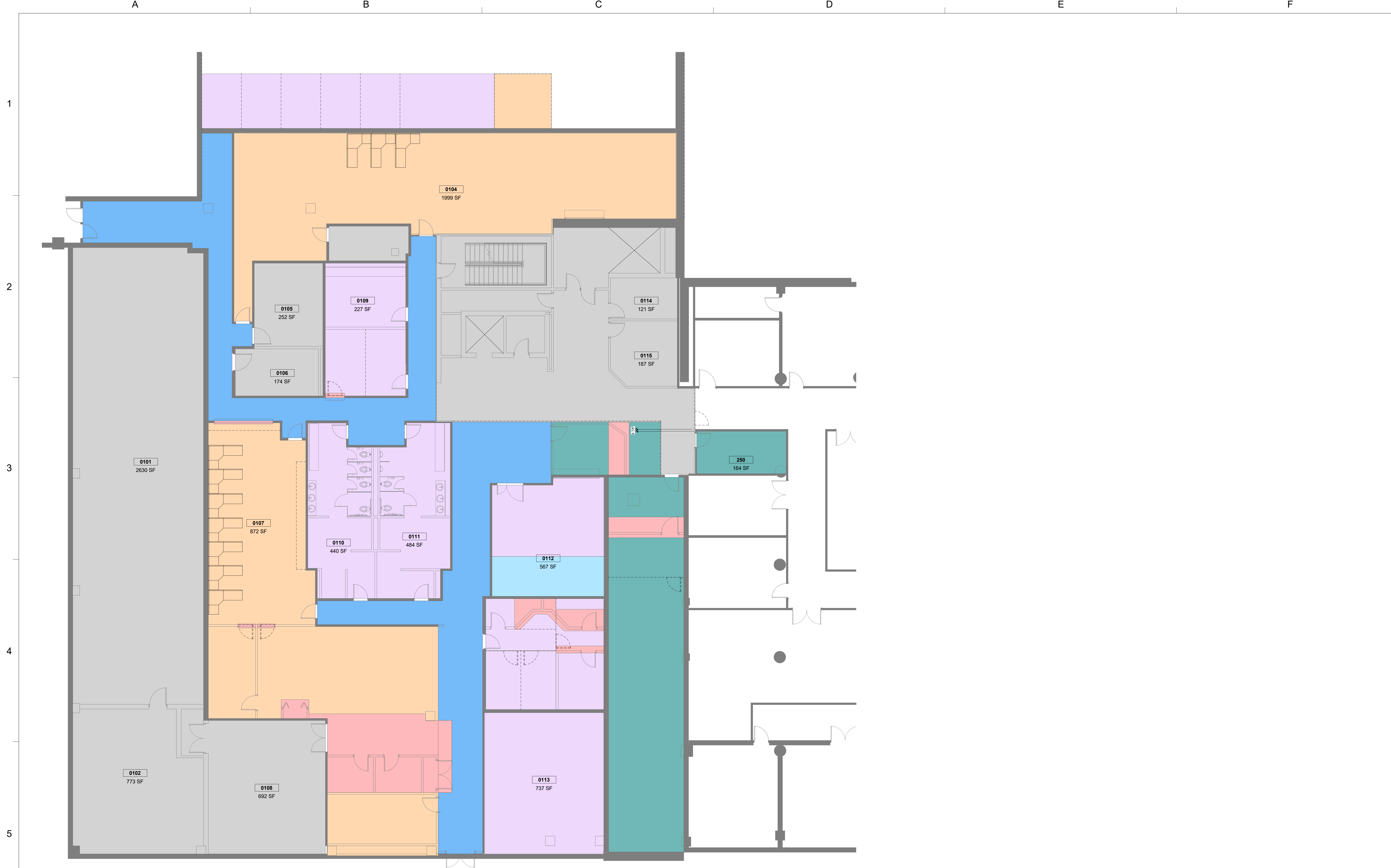
See attached.

EXHIBIT B-1

RICHMOND DEPARTMENT OF SOCIAL SERVICES

300 EAST FRANKLIN ST.
RICHMOND, VIRGINIA
COLOR CODED PLANS
2023.12.07





COLOR CODED PLANS

SEAL

PRELIMINARY DOCUMENTS
NOT FOR CONSTRUCTION

KEY PLAN

SCALE

1/8" = 1'-0"

No.	Description	Date

REVISIONS

DRAWN BY _____ Author
APPROVED BY _____ Approver
CHECKED BY _____ Checker
DATE _____ 2023.12.07

TITLE
BASEMENT NEW WORK

PROJECT NO. 50157927

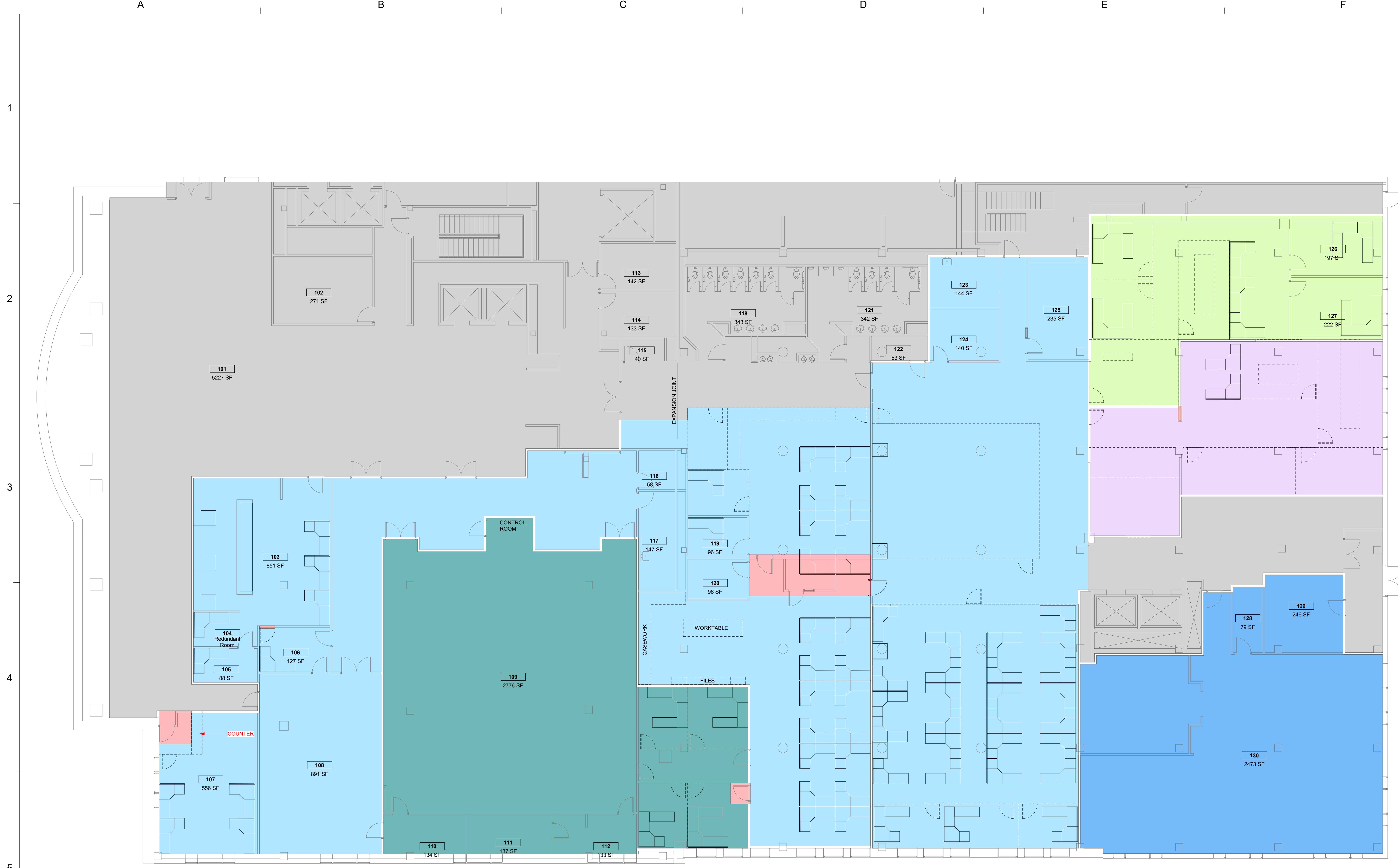
A-106

SHEET NO.

1 BASEMENT NEW WORK
Scale: 1/8" = 1'-0"

DEPARTMENT KEY

	DIVISION 1	0 SF
	DIVISION 2	0 SF
	DIVISION 3	198.30 SF
	DIVISION 4	3,824.30 SF
	DIVISION 5	4,648.65 SF
	DIVISION 6	1,669.89 SF
	DIVISION 7	0 SF
	DIVISION 8	2,115.43 SF
	OWNER	6,922.00 SF



COLOR CODED PLANS

SEAL

PRELIMINARY DOCUMENTS
NOT FOR CONSTRUCTION

KEY PLAN

SCALE

1/8" = 1'-0"

No.	Description	Date

REVISIONS

DRAWN BY	_____	Author
APPROVED BY	_____	Approver
CHECKED BY	_____	Checker
DATE	_____	2023.12.07

TITLE
FIRST FLOOR NEW WORK

PROJECT NO. 50157927

A-107

SHEET NO.

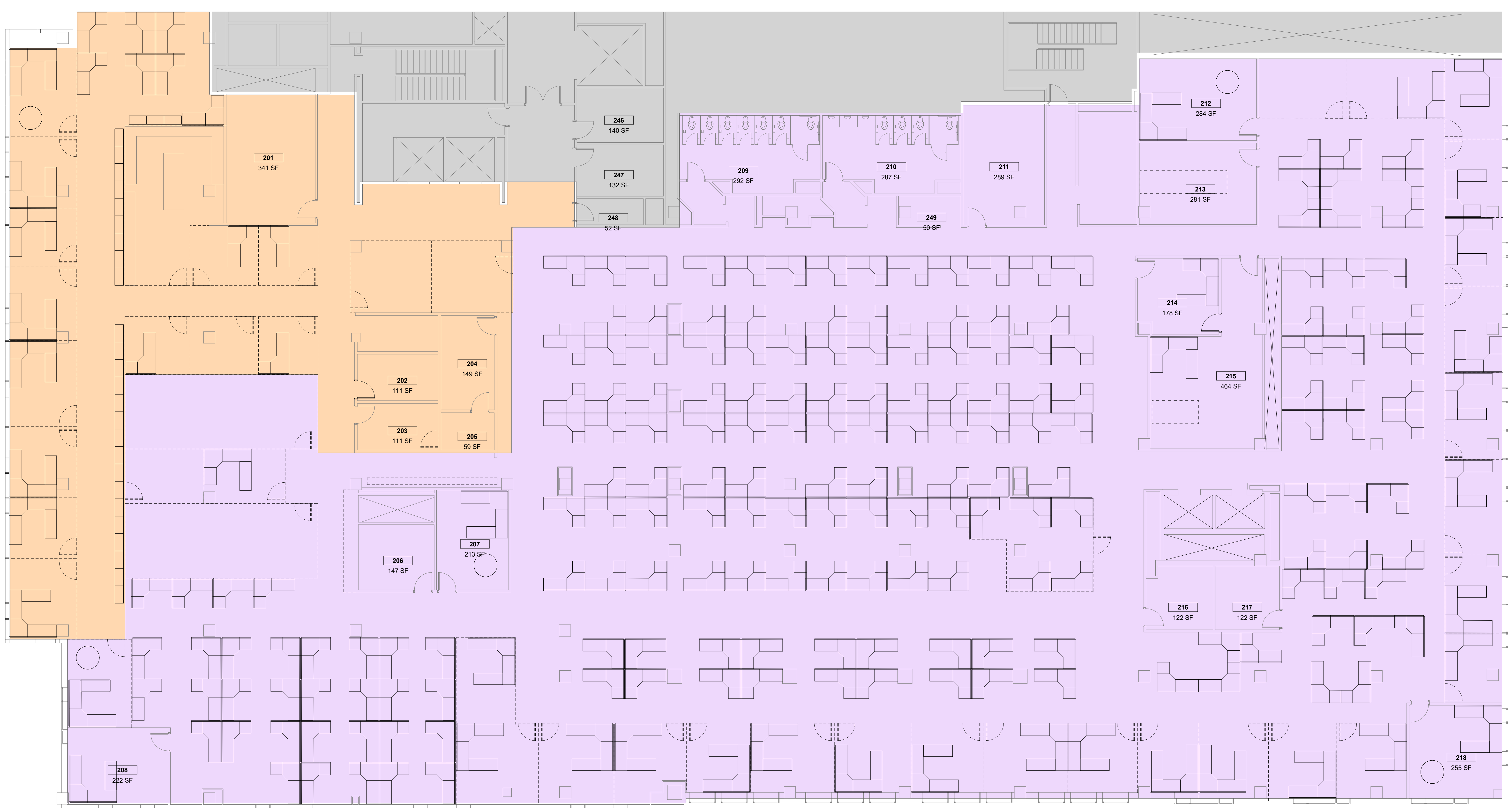
1 FIRST FLOOR NEW WORK
Scale: 1/8" = 1'-0"

DEPARTMENT KEY

DIVISION 1	0 SF
DIVISION 2	0 SF
DIVISION 3	11,994.68 SF
DIVISION 4	1,732.47 SF
DIVISION 5	0 SF
DIVISION 6	3,956.86 SF
DIVISION 7	1,692.58 SF
DIVISION 8	2,854.84 SF
OWNER	11,773.09 SF

1
2
3
4
5
6

A B C D E F



1 SECOND FLOOR NEW WORK
Scale: 1/8" = 1'-0"

DEPARTMENT KEY

DIVISION 1	0 SF
DIVISION 2	0 SF
DIVISION 3	0 SF
DIVISION 4	24,971.68 SF
DIVISION 5	5,596.78 SF
DIVISION 6	0 SF
DIVISION 7	0 SF
DIVISION 8	0 SF
OWNER	4,802.93 SF

COLOR CODED PLANS

SEAL

PRELIMINARY DOCUMENTS
NOT FOR CONSTRUCTION

KEY PLAN

SCALE

1/8" = 1'-0"

No.	Description	Date

REVISIONS

Drawn By	Author
Approved By	Approver
Checked By	Checker
Date	2023.12.07

TITLE
SECOND FLOOR NEW WORK

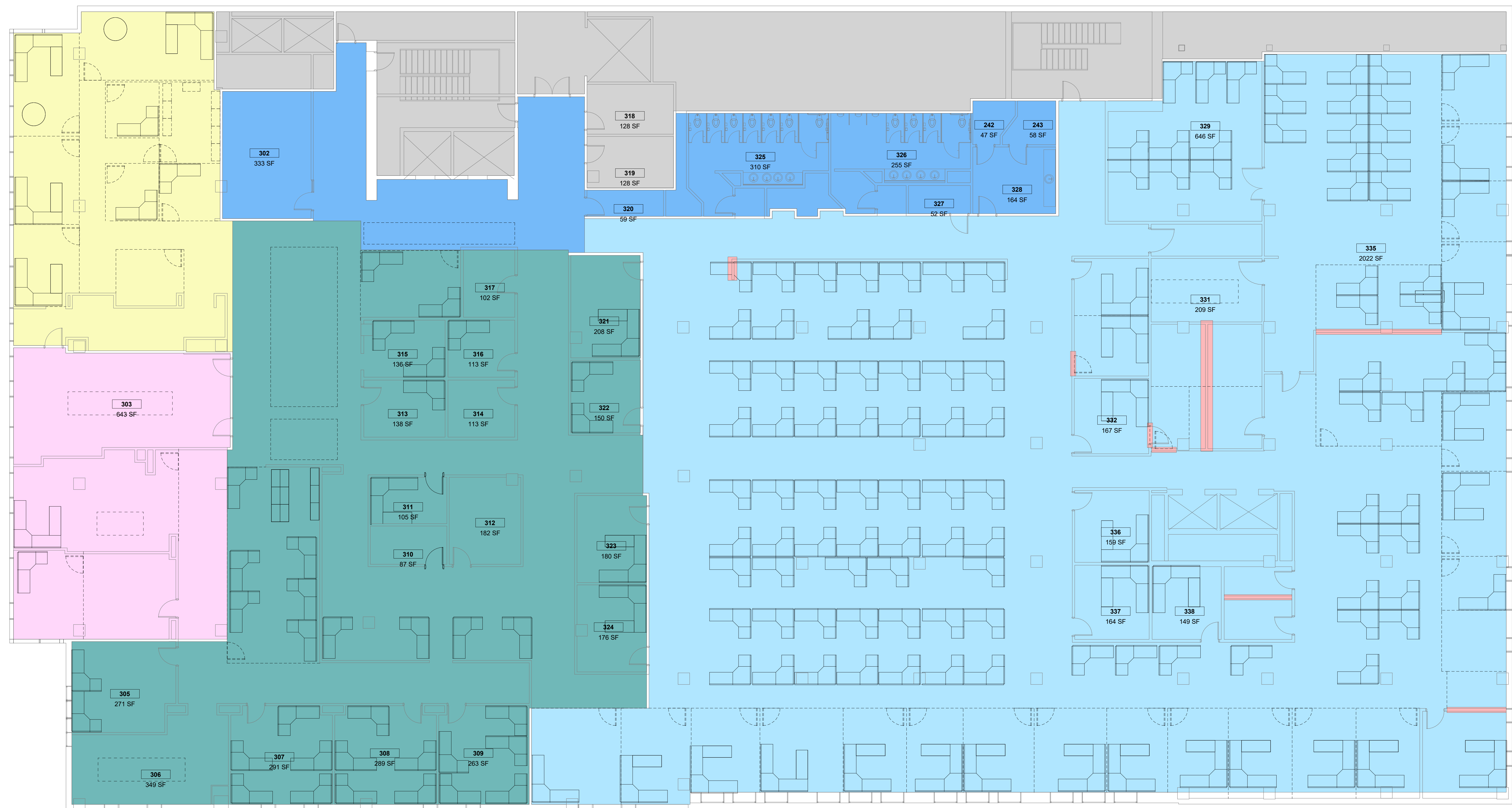
PROJECT NO. 50157927

A-108

SHEET NO.

1
2
3
4
5
6

A B C D E F



COLOR CODED PLANS

SEAL

PRELIMINARY DOCUMENTS
NOT FOR CONSTRUCTION

KEY PLAN

SCALE

1/8" = 1'-0"

No.	Description	Date

REVISIONS

DRAWN BY	Author
APPROVED BY	Approver
CHECKED BY	Checker
DATE	2023.12.07

TITLE

**THIRD FLOOR
NEW WORK**

PROJECT NO. 50157927

A-109

SHEET NO.

1 THIRD FLOOR NEW WORK
Scale: 1/8" = 1'-0"

DEPARTMENT KEY

DIVISION 1	1,832.30 SF
DIVISION 2	2,063.62 SF
DIVISION 3	17,099.80 SF
DIVISION 4	0 SF
DIVISION 5	0 SF
DIVISION 6	7,343.79 SF
DIVISION 7	0 SF
DIVISION 8	2,437.16 SF
OWNER	3,396.48 SF

EXHIBIT "C"

RULES AND REGULATIONS

1. Landlord shall have the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally. No tenant shall invite to the Premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and facilities of the Building by other tenants.
2. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building outside of normal business hours as Landlord may deem to be advisable for the protection of the property.
3. Landlord reserves the right to exclude or expel from the Building any person who, in the reasonable, good faith judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who may in any manner do any act in violation of any of the Rules and Regulations of the Building or in violation of any law, order, ordinance, or governmental regulation.
4. The entries, corridors, stairways and elevators shall not be obstructed by any tenant, or used for any other purpose than ingress or egress to and from its respective offices. Tenant shall not bring into or keep within the Building any animal (excluding service animals), bicycle, or other type of vehicle.
5. Freight, furniture, business equipment, merchandise and bulky matter of any description ordinarily shall be delivered to and removed from the Premises using the designated main lobby passenger elevators. Special arrangements must be made for moving large quantities or heavy items of equipment and supplies into or out of the Building.
6. All entrance doors in the Premises shall be left locked when the Premises are not in use.
7. Tenant shall not attach or permit to be attached additional locks or similar devices to any door, transom or window of the Premises, change existing locks or the mechanism thereof, or make or permit to be made any keys for any door thereof other than those provided by Landlord. (If more than two keys for one lock are desired, Landlord will provide them upon payment therefore by Tenant).
8. Canvassing, soliciting or peddling in the Building is prohibited and each tenant shall cooperate to prevent the same.
9. The drinking fountains, lavatories, water closets and urinals shall not be used for any purpose other than those for which they were installed.
10. Rooms or other areas used in common by tenants shall be subject to these Rules and Regulations.
11. Landlord is not responsible to any tenant for the non-observance or violation of the Rules and Regulations by any other tenant, except if Landlord is separately at fault; provided, however, and

notwithstanding the foregoing, that Landlord agrees to uniformly enforce the then-current Rules and Regulations, using reasonable efforts, against all tenants of the Building.

12. Landlord reserves the right by written notice to Tenant, to rescind, alter to waive any rule or regulation at any time prescribed for the Building when, in Landlord's reasonable judgment, it is necessary, desirable or proper for the best interest of the Building and its tenants, subject to the limitations set forth in the Lease.
13. Tenant shall not exhibit, sell or offer for sale on the Premises, or in the Building, any article or thing except those articles and things essentially connected with the stated use of the Premises by Tenant, without the advance consent of the Landlord.
14. Tenant, at no out of pocket cost or expense to Tenant, shall cooperate fully with Landlord to assure the effective operation of the Building's air conditioning system.
15. There shall not be used or kept anywhere in the Building by any tenant, or persons or firms visiting or transacting business with a tenant, any hand trucks, except those equipped with rubber tires, or other vehicles of any kind.
16. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the Premises without the prior written consent of the Landlord, in Landlord's reasonable discretion.
17. No sign, advertisement notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the Premises or of the Building, without the prior written consent of Landlord. In the event of any violation of the foregoing by Tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to Tenant.
18. The sashes, sash doors, skylights, windows and doors that reflect or admit light or air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels, or other articles be placed on the window sills, or in the public portions of the Building.
19. Tenant shall not mark, paint, drill into or in any way deface any part of the Premises or the Building. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct.
20. No animal or bird of any kind (except for registered service animals which are authorized by law and specifically excluding emotional support/comfort animals or therapy dogs) shall be brought into or kept in or about the Premises or the Building. If a registered service animal is brought into the Building, it must be appropriately controlled at all times.
21. No additional locks, bolts or mail slots of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any change be made in existing locks or the mechanism thereof. Tenant must, upon the termination of the tenancy, restore to Landlord all keys of offices either furnished to, or otherwise procured by Tenant and, in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.

22. Tenant shall notify Building Management in the event Tenant identifies any maintenance issues within the Premises or Common Areas. Building personnel shall not perform any work or do anything outside of their regular duties as set forth in the Lease, unless under special instructions from Building Management.

Exhibit "D"

Document prepared by:
TowneBank
4501 Cox Road
Glen Allen, Virginia 23060
Attn: Loan Operations

When recorded return to:
Richmond City Attorney's Office
900 E. Broad Street, 4th Floor
Richmond, VA 23219
Attn: Lindsey D. Chase

Tax Map ID No. W0000035006

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT (this "Agreement"), is made as of _____, 20__, by and among **CITY OF RICHMOND, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia ("Tenant"), **300 FRANKLIN, LLC**, a Virginia limited liability company ("Landlord"), and **TOWNEBANK**, a national banking organization ("Lender").

PRELIMINARY STATEMENT

Landlord and Tenant are parties to the Lease Agreement, dated as of _____ (as it may be amended from time to time, the "Lease"), pursuant to which Tenant leases from Landlord certain real property legally described on the attached Exhibit A and certain improvements located thereon (the "Premises"). The Premises is encumbered by that certain Deed of Trust, Assignment and Security Agreement from Landlord in favor of Lender (as it may be amended from time to time, the "Mortgage") securing that certain Promissory Note dated on or about the date hereof payable to the order of Lender with respect to the Premises (the "Note"). Tenant has agreed to recognize the rights of Lender in accordance with the terms and provisions of this Agreement.

AGREEMENT

In consideration of the mutual covenants and provisions of this Agreement, the parties agree as follows:

1. **Subordination.** Notwithstanding anything to the contrary contained in the Lease, the Lease and the leasehold estate created thereby are hereby declared to be, and hereafter shall continue at all times to be, junior, subject and subordinate, in each and every respect, to the Mortgage, including, without limitation, (i) any and all increases, renewals, modifications, extensions, substitutions, replacements and or consolidations of the Note or the Mortgage and (ii) any future mortgage or encumbrance affecting the Premises held by or made for the benefit of Lender and/or its successors and assigns. The foregoing subordination is effective and self-operative without the necessity for execution of any further instruments. Tenant hereby covenants with Lender that Tenant will not cause the Lease to be subordinated to any interests other than those held by or made for the benefit of Lender and/or its successors and assigns without prior written notice to and prior written consent of Lender. At any time at the election of Lender,

Lender shall have the right to declare the Lease superior to the lien, provisions, operation and effect of the Mortgage.

2. **Attornment.** Notwithstanding the foregoing subordination, if the interest of Landlord under the Lease shall be transferred by reason of foreclosure or other proceedings (judicial or non-judicial) for enforcement of the Mortgage or by reason of a deed in lieu of foreclosure, Tenant, shall be bound to the transferee and its successors and assigns (the "Purchaser") acquiring said interests pursuant to all of the terms, covenants and conditions of the Lease for the balance of the term of the Lease then remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if the Purchaser were the original landlord under the Lease, and Tenant does hereby attorn to and agree to attorn to the Purchaser, as its landlord, said attornment to be effective and self-operative without the necessity for execution of any further instruments, after Purchaser's succeeding to the interest of the Landlord under the Lease.

3. **Non-Disturbance.** Notwithstanding anything to the contrary contained herein, Lender agrees that so long as no default exists, beyond applicable notice and cure periods, by Tenant under the Lease, Lender will not disturb Tenant's possession of the Premises.

4. **Further Acts.** Notwithstanding any provisions contained in Sections 1 and 2 above which state that the attornment and subordination by Tenant to Purchaser are effective and self-operative without the execution of any further instrument, Tenant agrees that, upon request of Lender and/or Purchaser, it will execute such reasonable written agreement to evidence and affirm any and all of Tenant's obligations under this Agreement, and further, Tenant agrees that it will execute from time to time such reasonable further assurances and estoppel certificates as may reasonably be requested by Lender and Purchaser. Without limiting the generality of the foregoing, if and to the extent that Landlord rejects the Lease in any federal or state proceeding, Tenant and Lender or Purchaser, as applicable, will immediately enter into a new lease directly between Tenant and Lender or Purchaser, as applicable, on the same terms as the Lease, provided execution of such new lease does not violate any bankruptcy law or related court order.

5. **Limitation.** Neither Lender nor any Purchaser shall be (a) liable for any act or omission of Landlord or any prior landlord (including the loss or misappropriation of any rental payments or security deposits); (b) subject to any credits, claims, setoffs, offsets or defenses which Tenant may have against Landlord or any prior landlord; (c) bound by (or responsible for) any advance payment of rent or any other monetary obligations under the Lease to Landlord in excess of one month's prepayment thereof in the case of rent, or in excess of one periodic payment in advance in the case of any other monetary obligations under the Lease; (d) responsible for any security deposit not actually received by Lender or any Purchaser; (e) bound by any amendment, assignment (in whole or in part), subletting, extension, renewal or modification of the Lease to which Lender has not consented in writing, and any attempted amendment, assignment (in whole or in part), subletting, extension, renewal or modification of the Lease without said consent shall be null and void and of no force and effect; (f) liable for latent and/or patent defects in the construction of the Premises; (g) liable for any breach of any warranty in the Lease by Landlord or a prior landlord; (h) bound by any obligation to repair, replace, rebuild or restore the Premises, or any part thereof, in the event of damage by fire or other casualty, or in the event of partial condemnation, beyond such repair, replacement, rebuilding or restoration as may be required of the landlord under the Lease and as can reasonably be accomplished with the use of the net insurance proceeds or the net condemnation award actually received by or made available to Lender (as successor in interest to Landlord) or Purchaser (provided that if Lender or Purchaser do not fully restore the Premises as required by the Lease, then Tenant shall have the right to terminate the Lease upon written notice); or (i) required to remove any person occupying the Premises or any part thereof. Neither Lender nor any Purchaser shall be liable for any reason for amounts in excess of the value of its interest in the Premises, or for consequential or punitive damages of any kind.

6. **Notice; Cure; Waivers.** Tenant agrees to give prompt written notice to Lender (and to any successor in interest to Lender of which Tenant has been notified) of (a) any default of the Landlord under the Lease if such default is of such a nature as to give Tenant a right to terminate the Lease, reduce rent or to credit or offset any amounts against future rents; and (b) any attempt by the Landlord (including any successor or assignee of the Landlord) to amend, modify, terminate, or render void the Lease. If, within

thirty (30) days after receipt of written notice from Tenant, Lender, at Lender's sole option, commences to cure a default of Landlord under the Lease that is capable of being cured by Lender, or commences to pursue any other of its remedies under the Mortgage and thereafter diligently pursues such cure to completion within one hundred twenty (120) days, Tenant agrees not to terminate the Lease, reduce rent, credit or offset against future rents, consent or acquiesce in the termination of the Lease or surrender the Premises and agrees to continue to be bound by the terms of the Lease and this Agreement.

7. **Payments of Rent to Lender.** Landlord absolutely assigns to Lender all payments of rent as the same are due under the Lease (the "Rent") and Tenant agrees that following written notice from Lender stating that an Event of Default (as defined in the Mortgage) has occurred and until such time as all of Landlord's monetary obligations to Lender pursuant to the Note and the Loan Agreement dated as of the date of this Agreement between Lender and Landlord have been fully paid, Tenant will pay the Rent directly to Lender and Landlord hereby consents to the same. All such rental payments received by Lender shall be credited against Landlord's obligations to Lender. Lender agrees to notify Landlord, in writing, of any failure of Tenant to pay Rent to Lender and Landlord immediately shall cure Tenant's failure to pay by paying such Rent to Lender. Landlord, by its execution hereof, agrees that this Agreement does not constitute a waiver by Lender of any of Lender's rights under the Mortgage and any assignment of leases or rents contained therein, or in a separate instrument or in any way release the Landlord from any of the terms, conditions, obligations, covenants and agreements of the Mortgage.

8. **Certification.** As of the date hereof, to the best of Tenant's actual knowledge, Tenant hereby certifies to and agrees with Lender as follows, with the understanding that Lender is relying on such certifications and agreements in the making of the loan evidenced by the Note and secured by the Mortgage: (a) the Lease is in full force and effect; (b) all requirements for the commencement and validity of the Lease have been satisfied; (c) Tenant is not in default under the Lease; the Landlord is not in default under the Lease; no act, event or condition has occurred, which with notice or the lapse of time, or both, would constitute a default by Tenant or Landlord under the Lease; no claim by Tenant of any nature exists against Landlord under the Lease; and all obligations of Landlord have been fully performed; (d) there are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease; (e) none of the rent which Tenant is required to pay under the Lease has been prepaid, or will in the future be prepaid, more than one month in advance; (f) Tenant has no right or option contained in the Lease or in any other document to purchase all or any portion of the Premises; (g) the Lease has not been terminated, modified or amended, and the Lease shall not hereafter be modified or amended without the prior written consent of Lender in each instance, not to be unreasonably withheld, conditioned or delayed; and (h) Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred any or all of its interest under the Lease to any party and no other consents to the execution of this agreement by the Tenant are required from any other party.

9. **Governing Law.** For purposes of any action or proceeding arising out of this Agreement, the parties hereto expressly submit to the jurisdiction of all federal and state courts located in the State of Virginia and Landlord, Tenant and Lender consent that they may be served in accordance with applicable law. Furthermore, Landlord and Tenant waive and agree not to assert in any such action, suit or proceeding that it is not personally subject to the jurisdiction of such courts, that the action, suit or proceeding is brought in an inconvenient forum or that venue of the action, suit or proceeding is improper. It is the intent of the parties hereto that the subordination of the Lease and the rights and remedies set forth in this Agreement shall be governed by the laws of the State in which the Premises is located. All other provisions of this Agreement shall be governed by and construed under the laws of the State of Virginia without giving effect to its conflicts of laws principles. Nothing contained in this paragraph shall limit or restrict the right of Lender to commence any proceeding in the federal or state courts located in the State in which the Premises are located to the extent Lender deems such proceeding necessary or advisable to exercise remedies available under this Agreement.

10 **Notices.** All notices, consents, approvals or other instruments required or permitted to be given by either party pursuant to this Agreement shall be in writing and given by (i) hand delivery, (ii) express overnight delivery service or (iii) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon (a) receipt, if hand delivered, (b) the next business day, if delivered by express

overnight delivery service, or (c) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested. Notices shall be provided to the parties and addresses (or facsimile numbers, as applicable) specified below:

If to Landlord: 300 Franklin, LLC
2000 Ware Bottom Spring Road
Chester, VA 23836
Attn: Neil Amin

If to Tenant: City of Richmond, Virginia
Department of Economic Development & Planning
900 E. Broad Street, Room 1603
Richmond, VA 23219
Attn: Christopher Nizamis

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

If to Lender: TowneBank
4501 Cox Road
Glen Allen, Virginia 23060
Attn: Loan Operations

or to such other address or such other person as any party may from time to time hereafter specify to the other parties hereto in a notice delivered in the manner provided above.

11. **Waiver and Amendment; Captions; Severability.** No provisions of this Agreement shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion. Captions are used throughout this Agreement for convenience of reference only and shall not be considered in any manner in the construction or interpretation hereof. The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held unenforceable, the remainder shall remain in full force and effect, and such unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.

12. **Waiver of Jury Trial and Punitive, Consequential, Special and Indirect Damages.** LANDLORD, TENANT AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES HERETO AGAINST ANY OTHER PARTY HERETO OR ITS RESPECTIVE SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THIS WAIVER BY THE PARTIES HERETO OF ANY RIGHT TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN. FURTHERMORE, LANDLORD, TENANT AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES FROM THE OTHERS OR ANY OF THE OTHER'S AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES OR ANY OF THEIR SUCCESSORS WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES AGAINST ANY OF THE OTHERS OR ANY OF THEIR AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES OR ANY OF THEIR SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN

CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THE WAIVER BY LANDLORD, TENANT AND LENDER OF ANY RIGHT THEY MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES HAS BEEN NEGOTIATED BY THE PARTIES HERETO AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.

13. **Authority; Successors.** Tenant, Landlord and Lender covenant and agree that the persons signing on their behalf have full power, authority and authorization to execute this Agreement, 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, covenants and agreements contained in this Agreement shall bind, inure to the benefit of, and equally relate to, Tenant, and its successors and assigns, jointly and severally, Landlord, and its successors and assigns, jointly and severally, and Lender, and its successors and assigns, or other holder or holders of the Note, including an endorsee, assignee or pledgee of the Note receiving title thereto by or through Lender, or its successors or assigns.

14. **No Other Agreements; Counterparts.** This Agreement represents the final agreement between the parties hereto with respect to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

15. **Availability of Funds for Tenant's Performance.** Any and all payments and other performances by Tenant under this Agreement are subject to annual appropriations by the City Council of the City of Richmond, Virginia. It is understood and agreed between the parties that Tenant will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement. Under no circumstances shall Tenant's total liability under this Agreement exceed the total amount of funds appropriated by the City Council for any payments hereunder or the performance of Tenant.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date set forth above.

TENANT:

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

By: _____
Title: Chief Administrative Officer

Approved as to Form:

Lindsey D. Chase
Senior Assistant City Attorney

COMMONWEALTH OF VIRGINIA)
) ss
CITY OF RICHMOND)

On _____, 20__, before me in the City of Richmond, Virginia, personally appeared J.E. Lincoln Saunders known to me to be the Chief Administrative Officer of the City of Richmond, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia, and acknowledged to me that such individual executed the within instrument on behalf of said municipal corporation and political subdivision.

[SEAL]

Notary Public

Registration No. _____

My commission expires: _____

[Signature Page to Subordination, Non-Disturbance and Attornment Agreement]

LANDLORD:

300 FRANKLIN, LLC,
a Virginia limited liability company

By: _____
Title: _____

COMMONWEALTH OF VIRGINIA)
) ss
AT LARGE)

On _____, 20__ , before me in the City/County of _____, Virginia, personally appeared _____ known to me to be the _____ of 300 Franklin, LLC, a Virginia limited liability company, and acknowledged to me that such individual executed the within instrument on behalf of said limited liability company.

[SEAL]

Notary Public

Registration No. _____

My commission expires: _____

Exhibit A

Legal Description

ALL those certain lots, pieces or parcels of land, with all improvements thereon and appurtenances thereunto belonging, lying and being in the City of Richmond, Virginia, described as Parcel 1, containing 1.023 acres & Parcel 2, containing 0.936 acres, and being the city block bounded by East Grace Street, North 4th Street, East Franklin Street and North 3rd Street, all as shown on the plat of survey made by Timmons Group, entitled "EXHIBIT PLAT SHOWING PARCEL 1, 1.023 ACRES & PARECEL 2, 0.936 ACRES OF LAND LOCATED AT 300 EAST FRANKLIN STREET, RICHMOND, VIRGINIA", dated December 18, 2019, and the lots are more particularly described as follows:

Parcel 1:

Commencing at a point located at the intersection of the southern right of way line of East Grace Street and the western right of way line of North Fourth Street, said point Being The True Point and Place of Beginning 1, thence along said right of way line of North Fourth Street South 35 degrees 36 minutes 12 seconds West a distance of 326.95 feet to a point, said point lying on the northern right of way line of East Franklin Street, thence along said right of way line North 54 degrees 29 minutes 36 seconds West a distance of 136.03 feet to a point, thence leaving said right of way line North 35 degrees 32 minutes 29 seconds East a distance of 327.06 feet to a point, said point lying on the southern right of way line of East Grace Street, thence along said right of way line South 54 degrees 26 minutes 41 seconds East a distance of 136.39 feet to a point, said point lying on the western right of way line of North Fourth Street and Being The True Point and Place of Beginning 1 and containing 1.023 Acres more or less.

Parcel 2:

Commencing at a point located at the intersection of the eastern right of way line of North Third Street and the southern right of way line of East Grace Street, said point Being The True Point and Place of Beginning 2, thence along said right of way line of East Grace Street South 54 degrees 26 minutes 41 seconds East a distance of 124.78 feet to a point, thence leaving said right of way line South 35 degrees 32 minutes 29 Seconds West a distance of 327.06 feet to a point, said point lying on the northern right of way line of East Franklin Street, thence along said right of way line North 54 degrees 29 minutes 36 seconds West a distance of 124.61 feet to a point, said point lying on the eastern right of way line of North Third Street, thence along said right of way line North 35 degrees 30 minutes 42 seconds East a distance of 327.17 feet to a point, said point lying on the southern right of way line of East Grace Street and Being The True Point and Place of Beginning 2 and containing 0.936 Acres more or less.

BEING the same real estate conveyed to 300 Franklin, LLC, a Virginia limited liability company, by deed from World Media Enterprises Inc., a Delaware corporation, now known as BH Media Group, Inc. by operation of merger, recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia.

EXHIBIT "E"

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: Lindsey D. Chase, Esq.

Tax Parcel No: W0000035006

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:** 300 FRANKLIN, LLC, a Virginia limited liability company.
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:** TOWNEBANK, a national banking organization.
4. **LEASE:** Lease Agreement dated _____, 20____.

5. **ADDRESS OF LANDLORD:**

300 Franklin, LLC

2000 Ware Bottom Spring Road
Chester, VA 23836
Attn: Neil Amin

ADDRESS OF TENANT:

City of Richmond
Department of Economic Development & Planning
900 East Broad Street, Suite 1603
Richmond, Virginia 23219
Attn: Christopher Nizamis

and

Office of the City Attorney
City of Richmond
900 East Broad Street, Suite 400
Richmond, Virginia 23219

Attn: Lindsey D. Chase

ADDRESS OF LENDER: TowneBank
4501 Cox Road
Glen Allen, Virginia 23060
Attn: Loan Operations

6. **DESCRIPTION OF PREMISES:** A portion of the lower lever, the first (1st), second (2nd) and third (3rd) floors of the building improvements located on the real property described on Exhibit A, attached hereto and by this reference incorporated herein, together with certain parking and common area rights, as more particularly set forth in the Lease.
7. **TERM:** The Term of the Lease expires fifteen (15) years from the “Commencement Date” which is defined in the Lease as “substantial completion” of the “Tenant Improvements” (as defined in the Lease).
8. **RIGHT OF FIRST OFFER:** The Lease grants to Tenant the right of first offer for the lease of the fourth floor of the building of which the Premises are a part, as more particularly described in the Lease.
9. **AUTHORITY; SUCCESSORS AND ASSIGNS.** Tenant, Landlord and Lender 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 _____, 20____.

LANDLORD:

300 FRANKLIN, LLC,
a Virginia limited liability company

By: _____
Title: _____

COMMONWEALTH OF VIRGINIA)
) ss
AT LARGE)

On _____, 20__, before me in the City/County of _____, Virginia, personally appeared _____ known to me to be the _____ of 300 Franklin, LLC, a Virginia limited liability company, and acknowledged to me that such individual executed the within instrument on behalf of said limited liability company.

[SEAL]

Notary Public

Registration No. _____

My commission expires: _____

[Signature Page to Memorandum of Lease]

TENANT:

CITY OF RICHMOND, VIRGINIA,

a municipal corporation and political subdivision of the Commonwealth of Virginia

By: _____

Title: Chief Administrative Officer

Approved as to Form:

Lindsey D. Chase

Senior Assistant City Attorney

COMMONWEALTH OF VIRGINIA)

) ss

CITY OF RICHMOND)

On _____, 20__, before me in the City of Richmond, Virginia, personally appeared J.E. Lincoln Saunders known to me to be the Chief Administrative Officer of the City of Richmond, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia, and acknowledged to me that such individual executed the within instrument on behalf of said municipal corporation and political subdivision.

[SEAL]

Notary Public

Registration No. _____

My commission expires: _____

[Signature Page to Memorandum of Lease]

LENDER:

TOWNEBANK

By: _____

Title: _____

COMMONWEALTH OF VIRGINIA)

) ss

COUNTY OF _____)

On _____, 20__, before me, in the City/County of _____, Virginia, personally appeared _____ known to me to be the _____ of TowneBank, and acknowledged to me that such individual executed the within instrument on behalf of TowneBank.

[SEAL]

Notary Public

Registration No. _____

My commission expires: _____

EXHIBIT A

Legal Description

ALL those certain lots, pieces or parcels of land, with all improvements thereon and appurtenances thereunto belonging, lying and being in the City of Richmond, Virginia, described as Parcel 1, containing 1.023 acres & Parcel 2, containing 0.936 acres, and being the city block bounded by East Grace Street, North 4th Street, East Franklin Street and North 3rd Street, all as shown on the plat of survey made by Timmons Group, entitled “EXHIBIT PLAT SHOWING PARCEL 1, 1.023 ACRES & PARECEL 2, 0.936 ACRES OF LAND LOCATED AT 300 EAST FRANKLIN STREET, RICHMOND, VIRGINIA”, dated December 18, 2019, and the lots are more particularly described as follows:

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Parcel 2:

Commencing at a point located at the intersection of the eastern right of way line of North Third Street and the southern right of way line of East Grace Street, said point Being The True Point and Place of Beginning 2, thence along said right of way line of East Grace Street South 54 degrees 26 minutes 41 seconds East a distance of 124.78 feet to a point, thence leaving said right of way line South 35 degrees 32 minutes 29 Seconds West a distance of 327.06 feet to a point, said point lying on the northern right of way line of East Franklin Street, thence along said right of way line North 54 degrees 29 minutes 36 seconds West a distance of 124.61 feet to a point, said point lying on the eastern right of way line of North Third Street, thence along said right of way line North 35 degrees 30 minutes 42 seconds East a distance of 327.17 feet to a point, said point lying on the southern right of way line of East Grace Street and Being The True Point and Place of Beginning 2 and containing 0.936 Acres more or less.

BEING the same real estate conveyed to 300 Franklin, LLC, a Virginia limited liability company, by deed from World Media Enterprises Inc., a Delaware corporation, now known as BH Media Group, Inc. by operation of merger, recorded in the Clerk’s Office, Circuit Court, City of Richmond, Virginia.

EXHIBIT "E"

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900 East Broad Street, Suite 400
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Attn: Lindsey D. Chase, Esq.

Tax Parcel No: W0000035006

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.

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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:** TOWNEBANK, a national banking organization.
4. **LEASE:** Lease Agreement dated _____, 20____.

5. **ADDRESS OF LANDLORD:**

300 Franklin, LLC

2000 Ware Bottom Spring Road
Chester, VA 23836
Attn: Neil Amin

ADDRESS OF TENANT:

City of Richmond
Department of Economic Development & Planning
900 East Broad Street, Suite 1603
Richmond, Virginia 23219
Attn: Christopher Nizamis

and

Office of the City Attorney
City of Richmond
900 East Broad Street, Suite 400
Richmond, Virginia 23219

Attn: Lindsey D. Chase

ADDRESS OF LENDER: TowneBank
4501 Cox Road
Glen Allen, Virginia 23060
Attn: Loan Operations

6. **DESCRIPTION OF PREMISES:** A portion of the lower lever, the first (1st), second (2nd) and third (3rd) floors of the building improvements located on the real property described on Exhibit A, attached hereto and by this reference incorporated herein, together with certain parking and common area rights, as more particularly set forth in the Lease.
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[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 _____, 20____.

LANDLORD:

300 FRANKLIN, LLC,
a Virginia limited liability company

By: _____
Title: _____

COMMONWEALTH OF VIRGINIA)
) ss
AT LARGE)

On _____, 20___, before me in the City/County of _____, Virginia, personally appeared _____ known to me to be the _____ of 300 Franklin, LLC, a Virginia limited liability company, and acknowledged to me that such individual executed the within instrument on behalf of said limited liability company.

[SEAL] _____
Notary Public

Registration No. _____

My commission expires: _____

[Signature Page to Memorandum of Lease]

TENANT:

CITY OF RICHMOND, VIRGINIA,

a municipal corporation and political subdivision of the Commonwealth of Virginia

By: _____

Title: Chief Administrative Officer

Approved as to Form:

Lindsey D. Chase

Senior Assistant City Attorney

COMMONWEALTH OF VIRGINIA)

) ss

CITY OF RICHMOND)

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[SEAL]

Notary Public

Registration No. _____

My commission expires: _____

[Signature Page to Memorandum of Lease]

LENDER:

TOWNEBANK

By: _____

Title: _____

COMMONWEALTH OF VIRGINIA)

) ss

COUNTY OF _____)

On _____, 20__, before me, in the City/County of _____, Virginia, personally appeared _____ known to me to be the _____ of TowneBank, and acknowledged to me that such individual executed the within instrument on behalf of TowneBank.

[SEAL]

Notary Public

Registration No. _____

My commission expires: _____

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Parcel 2:

Commencing at a point located at the intersection of the eastern right of way line of North Third Street and the southern right of way line of East Grace Street, said point Being The True Point and Place of Beginning 2, thence along said right of way line of East Grace Street South 54 degrees 26 minutes 41 seconds East a distance of 124.78 feet to a point, thence leaving said right of way line South 35 degrees 32 minutes 29 Seconds West a distance of 327.06 feet to a point, said point lying on the northern right of way line of East Franklin Street, thence along said right of way line North 54 degrees 29 minutes 36 seconds West a distance of 124.61 feet to a point, said point lying on the eastern right of way line of North Third Street, thence along said right of way line North 35 degrees 30 minutes 42 seconds East a distance of 327.17 feet to a point, said point lying on the southern right of way line of East Grace Street and Being The True Point and Place of Beginning 2 and containing 0.936 Acres more or less.

BEING the same real estate conveyed to 300 Franklin, LLC, a Virginia limited liability company, by deed from World Media Enterprises Inc., a Delaware corporation, now known as BH Media Group, Inc. by operation of merger, recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia.

Property: 300 E Franklin St Parcel ID: W0000035006

Parcel

Street Address: 300 E Franklin St Richmond, VA 23219-
Alternate Street Addresses: 309 E Grace St
: 324 E Franklin St
: 110 N 4th St
: 100 N 4th St
: 333 E Grace St
Owner: 300 FRANKLIN LLC C/O SHAMIN HOTELS
Mailing Address: 300 E FRANKLIN ST, RICHMOND, VA 23219
Subdivision Name : NONE
Parent Parcel ID:
Assessment Area: 410 - Downtown
Property Class: 440 - B Class A or B Office Bldg
Zoning District: B-4 - Business (Central Business)
Exemption Code: -

Current Assessment

Effective Date: 01/01/2024
Land Value: \$3,565,000
Improvement Value: \$7,660,000
Total Value: \$11,225,000
Area Tax: \$1,070
Special Assessment District: General, Consumer Broad

Land Description

Parcel Square Feet: 44562
Acreage: 1.023
Property Description 1: 0136.03X0327.17 0001.023 AC
State Plane Coords(?): X= 11790283.713528 Y= 3722752.342605
Latitude: 37.54212435 , **Longitude:** -77.44020952

Description

Land Type: Commercial S2
Topology:
Front Size: 136
Rear Size: 327
Parcel Square Feet: 44562
Acreage: 1.023
Property Description 1: 0136.03X0327.17 0001.023 AC
Subdivision Name : NONE
State Plane Coords(?): X= 11790283.713528 Y= 3722752.342605
Latitude: 37.54212435 , **Longitude:** -77.44020952

Other

Street improvement:
Sidewalk:

Assessments

Assessment Year	Land Value	Improvement Value	Total Value	Reason
2024	\$3,565,000	\$7,660,000	\$11,225,000	Reassessment
2023	\$3,565,000	\$7,660,000	\$11,225,000	BOE
2022	\$3,565,000	\$10,248,000	\$13,813,000	Reassessment
2021	\$2,038,000	\$10,018,000	\$12,056,000	Reassessment
2020	\$2,038,000	\$10,018,000	\$12,056,000	AdminCorrect
2019	\$4,272,000	\$16,021,000	\$20,293,000	Reassessment
2018	\$4,272,000	\$16,021,000	\$20,293,000	Reassessment
2017	\$4,272,000	\$16,021,000	\$20,293,000	Reassessment
2016	\$4,272,000	\$16,021,000	\$20,293,000	BOE
2015	\$4,272,000	\$19,457,000	\$23,729,000	Reassessment
2014	\$3,890,000	\$19,839,000	\$23,729,000	Reassessment
2013	\$3,890,000	\$19,839,000	\$23,729,000	Reassessment
2012	\$3,890,000	\$19,839,000	\$23,729,000	OfficeReview
2011	\$3,890,000	\$22,217,000	\$26,107,000	CarryOver
2010	\$3,890,000	\$22,217,000	\$26,107,000	Reassessment
2009	\$3,890,000	\$22,217,000	\$26,107,000	Reassessment
2008	\$3,890,000	\$22,217,000	\$26,107,000	OfficeReview
2007	\$3,382,000	\$23,765,000	\$27,147,000	Reassessment
2006	\$2,866,000	\$20,140,000	\$23,006,000	Reassessment
2005	\$2,816,000	\$19,684,000	\$22,500,000	Reassessment
2004	\$2,560,000	\$19,940,000	\$22,500,000	Correction
2003	\$2,582,900	\$22,543,000	\$25,125,900	Reassessment
2002	\$2,532,300	\$22,101,000	\$24,633,300	Reassessment
2000	\$2,389,000	\$20,850,000	\$23,239,000	Reassessment
1998	\$2,389,000	\$1,200,000	\$3,589,000	Not Available

Transfers

Transfer Date	Consideration Amount	Grantor Name	Deed Reference	Verified Market Sale Description
12/30/2019	\$14,462,400	WORLD MEDIA ENTERPRISES INC	ID2019-27700	1 - VALID SALE-Valid, Use in Ratio Analysis
06/28/2012	\$23,729,000	MEDIA GENERAL OPERATIONS INC	ID2012-12658	2 - INVALID SALE-Relation Between Buyer/Seller
03/13/2007	\$27,147,000	ORTON VAL T TR	ID2007-8621	2 - INVALID SALE-Relation Between Buyer/Seller
04/13/1998	\$0	Not Available	09800-09313	
05/15/1997	\$2,830,000	Not Available	009701-000426	

Planning

Master Plan Future Land Use: DT
Zoning District: B-4 - Business (Central Business)
Planning District: Downtown
Traffic Zone: 1077
City Neighborhood Code: CC
City Neighborhood Name: City Center
Civic Code: 0290
Civic Association Name: Downtown Neighborhood Association
Subdivision Name: NONE
City Old and Historic District:
National historic District: Grace Street Commercial
Neighborhoods in Bloom:
Redevelopment Conservation Area:

Economic Development

Care Area: - Jackson Ward
Enterprise Zone: III

Environment

100 YEAR Flood Plain Flag: Contact the Water Resources Division at 646-7586.
500 YEAR Flood Plain Flag: N
Resource Protection Flag: Contact the Water Resources Division at 646-7586.
Wetland Flag: N

Census

Census Year	Block	Block Group	Tract
2000	1016	0305001	030500
1990	109	0305001	030500

Schools

Elementary School: Carver
Middle School: Hill
High School: Jefferson

Public Safety

Police Precinct: 4
Police Sector: 413
Fire District: 6
Dispatch Zone: 015A

Public Works Schedules

Street Sweep: TBD
Leaf Collection: TBD
Refuse Collection: Wednesday
Bulk Collection: TBD

Government Districts

Council District: 6
Voter Precinct: 607
State House District: 78
State Senate District: 14
Congressional District: 4

Extension 1 Details

Extension Name: C01 -
Year Built: 1965
Stories: 4
Units: 0
Number Of Rooms: 0
Number Of Bed Rooms: 0
Number Of Full Baths: 0
Number Of Half Baths: 0
Condition: good for age
Foundation Type:
1st Predominant Exterior:
2nd Predominant Exterior: N/A
Roof Style: 1
Roof Material:
Interior Wall:
Floor Finish:
Heating Type: 0 sf
Central Air: N
Basement Garage Car #: 0
Fireplace: N
**Building Description (Out Building and Elevator-Commercial MS, Elevator-Freight MS
Yard Items) :**

Extension 1 Dimensions

Finished Living Area: 137248 Sqft
Attic: 0 Sqft
Finished Attic: 0 Sqft
Basement: 34312 Sqft
Finished Basement: 0 Sqft
Attached Garage: 0 Sqft
Detached Garage: 0 Sqft
Attached Carport: 0 Sqft
Enclosed Porch: 0 Sqft
Open Porch: 0 Sqft
Deck: 0 Sqft

Property Images

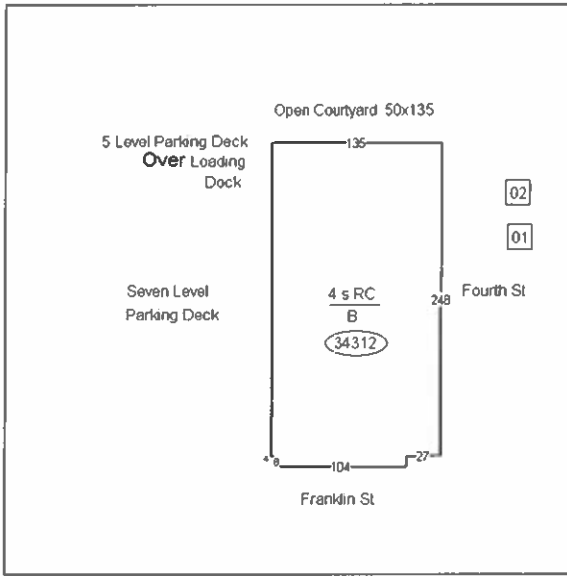
Name:W0000035006 Desc:C02



[Click here for Larger Image](#)

Sketch Images

Name:W0000035006 Desc:C01



Property: 305 E Grace St Parcel ID: W0000035007

Parcel

Street Address: 305 E Grace St Richmond, VA 23219-
Alternate Street Addresses: 107 N 3rd St
: 301 E Grace St
: 119 N 3rd St
: 115 N 3rd St
: 109 N 3rd St
: 113 N 3rd St
: 111 N 3rd St
Owner: 300 FRANKLIN LLC C/O SHAMIN HOTELS
Mailing Address: 300 E FRANKLIN ST, RICHMOND, VA 23219
Subdivision Name : NONE
Parent Parcel ID: W0000035006
Assessment Area: 410 - Downtown
Property Class: 490 - B Parking Deck
Zoning District: B-4 - Business (Central Business)
Exemption Code: -

Current Assessment

Effective Date: 01/01/2024
Land Value: \$1,527,000
Improvement Value: \$4,361,000
Total Value: \$5,888,000
Area Tax: \$0
Special Assessment District: General, Consumer Broad

Land Description

Parcel Square Feet: 40772
Acreage: 0.936
Property Description 1: 0124.78X0327.17 0000.936 AC
State Plane Coords(?): X= 11790185.356113 Y= 3722834.657729
Latitude: 37.54288060 , **Longitude:** -77.43987748

Description

Land Type: Commercial S3
Topology:
Front Size: 124
Rear Size: 327
Parcel Square Feet: 40772
Acreage: 0.936
Property Description 1: 0124.78X0327.17 0000.936 AC
Subdivision Name : NONE
State Plane Coords(?): X= 11790185.356113 Y= 3722834.657729
Latitude: 37.54288060 , **Longitude:** -77.43987748

Other

Street improvement:
Sidewalk:

Assessments

Assessment Year	Land Value	Improvement Value	Total Value	Reason
2024	\$1,527,000	\$4,361,000	\$5,888,000	Reassessment
2023	\$1,527,000	\$4,361,000	\$5,888,000	Office Review
2022	\$1,527,000	\$4,361,000	\$5,888,000	Reassessment
2021	\$2,228,000	\$3,650,000	\$5,878,000	Reassessment
2020	\$2,228,000	\$3,650,000	\$5,878,000	Reassessment

Transfers

Transfer Date	Consideration Amount	Grantor Name	Deed Reference	Verified Market Sale Description
12/30/2019	\$0	300 FRANKLIN LLC	ID2019-27701	2 - INVALID SALE-Relation Between Buyer/Seller

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Master Plan Future Land Use: DT
Zoning District: B-4 - Business (Central Business)
Planning District: Downtown
Traffic Zone: 1077
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Refuse Collection: Wednesday
Bulk Collection: TBD

Government Districts

Council District: 6
Voter Precinct: 607
State House District: 78
State Senate District: 14

Extension 1 Details

Extension Name: C01 - 5 Level Pkng Deck
Year Built: 1999
Stories: 4
Units: 0
Number Of Rooms: 0
Number Of Bed Rooms: 0
Number Of Full Baths: 0
Number Of Half Baths: 0
Condition: good for age
Foundation Type:
1st Predominant Exterior:
2nd Predominant Exterior: N/A
Roof Style: 1
Roof Material:
Interior Wall:
Floor Finish:
Heating Type: 0 sf
Central Air: N
Basement Garage Car #: 0
Fireplace: N
**Building Description (Out Building and
Yard Items) :**

Extension 1 Dimensions

Finished Living Area: 109656 Sqft
Attic: 0 Sqft
Finished Attic: 0 Sqft
Basement: 0 Sqft
Finished Basement: 0 Sqft
Attached Garage: 0 Sqft
Detached Garage: 0 Sqft
Attached Carport: 0 Sqft
Enclosed Porch: 0 Sqft
Open Porch: 0 Sqft
Deck: 0 Sqft

Property Images

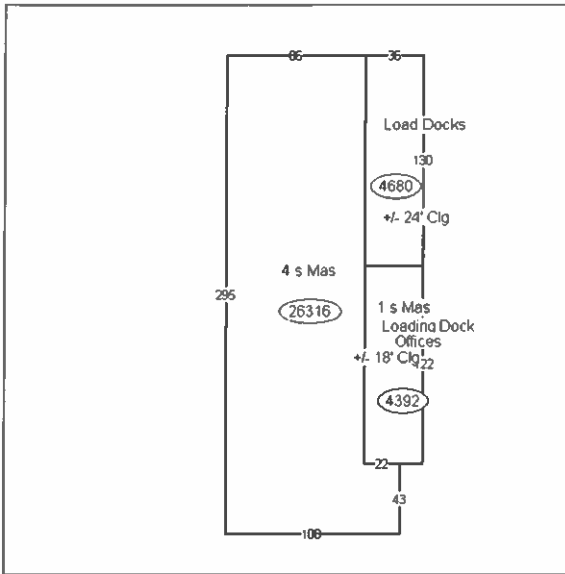
Name:W0000035007 Desc:C01



[Click here for Larger Image](#)

Sketch Images

Name:W0000035007 Desc:C01



*View
virtual
tour*



FOR LEASE

300 E Franklin Street, Richmond, VA

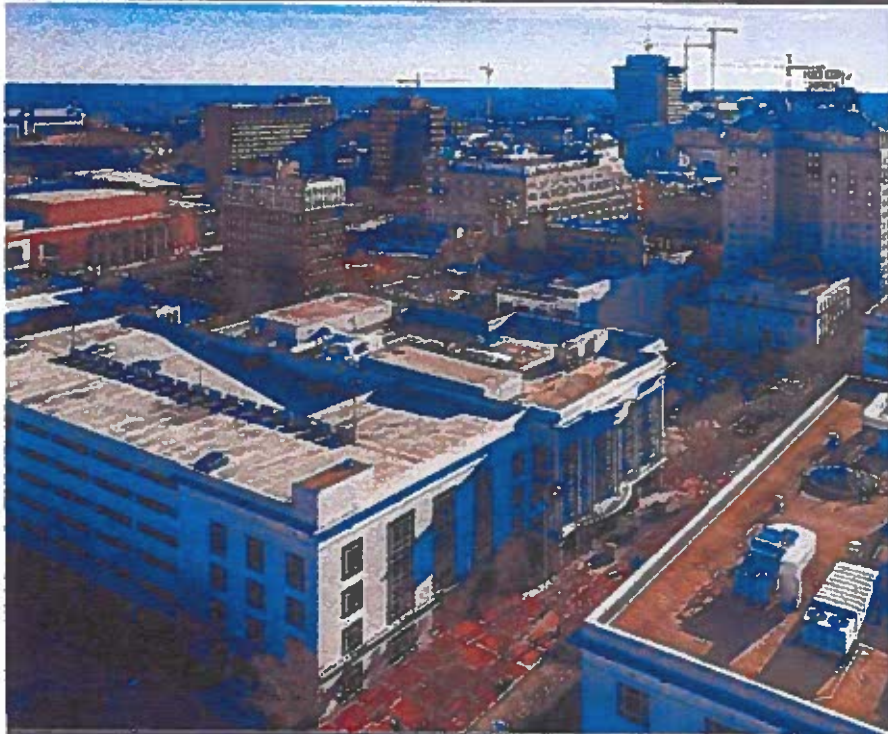
Gareth Jones

T +1 804 200 6453
gareth.jones@am.jll.com

Jimmy Appich

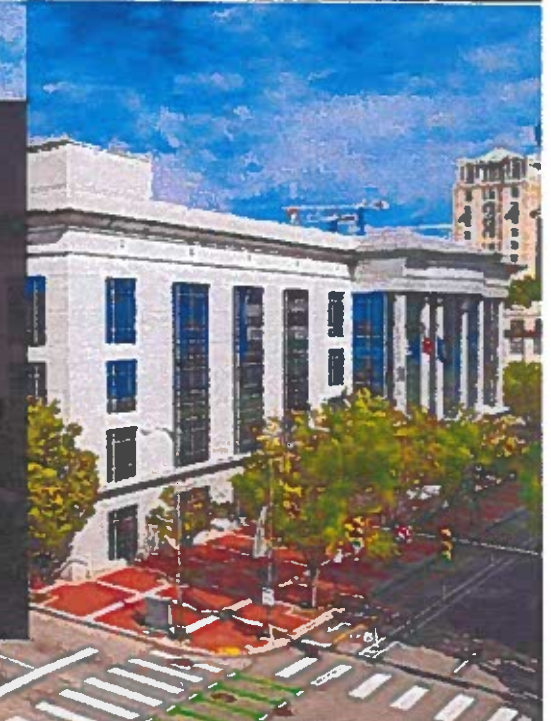
T +1 804 200 6420
jimmy.appich@am.jll.com





PROPERTY HIGHLIGHTS

- 1st floor: +/- 10,000 SF available
- 2nd floor: +/- 34,417 SF (full floor, can be subdivided)
- \$23.50/SF, Full Service
- On-site conference facility and meeting spaces
- Ample on-site secure parking
- Direct access to the lobby from the parking structure
- Tremendous walkability
- Conveniently located along restaurant row
- Outdoor courtyard



Gareth Jones

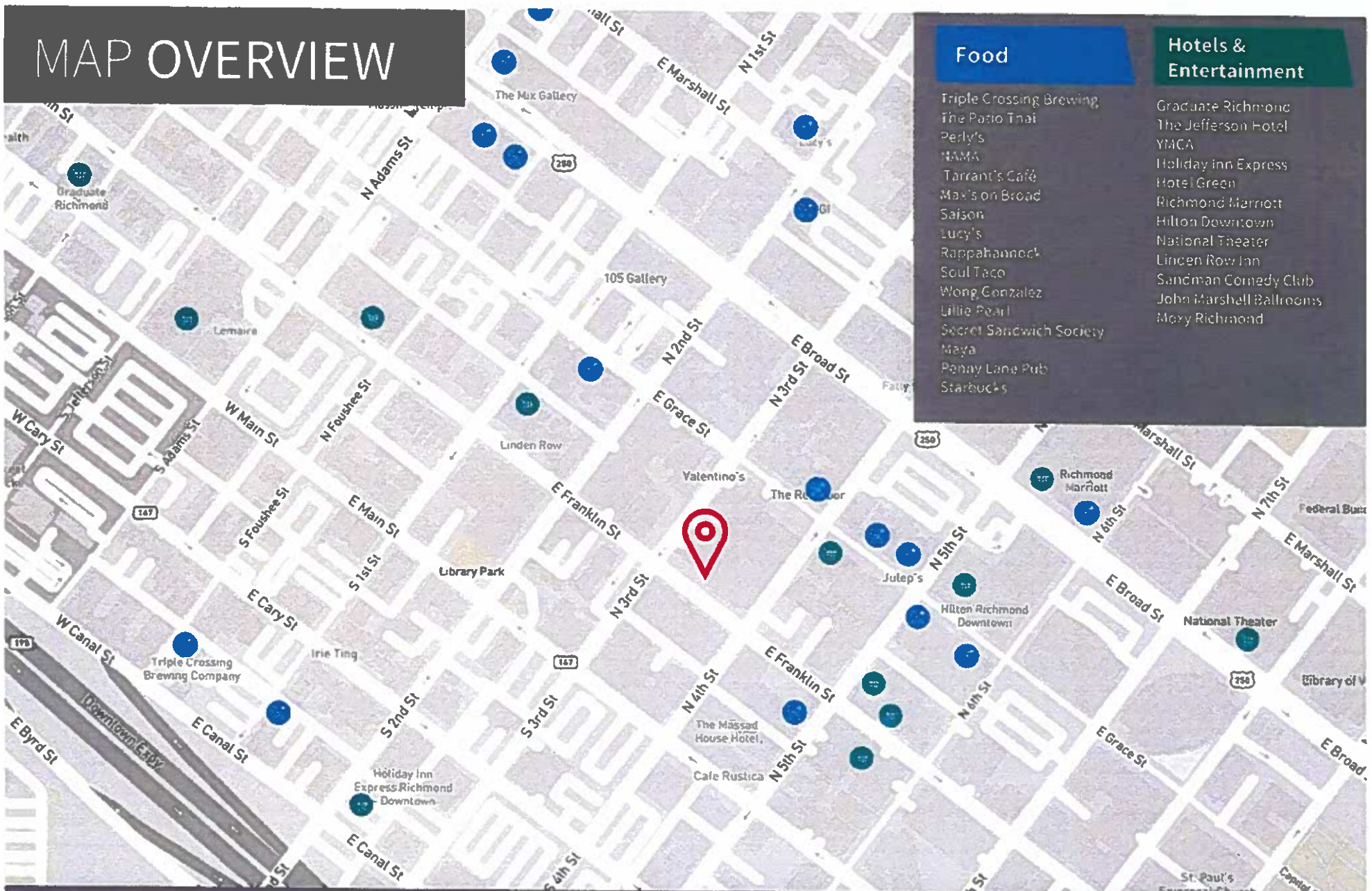
Jimmy Appich

1-1-804-500-6453
Gareth.jones@2m.jll.com

1-1-804-200-6420
Jimmy.Appich@ain.jll.com



MAP OVERVIEW



Food

Triple Crossing Brewing
 The Patio Thai
 Perly's
 NAMA
 Tarrant's Café
 Max's on Broad
 Saison
 Lucy's
 Rappahannock
 Soul Taco
 Wong Gonzalez
 Lillie Pearl
 Secret Sandwich Society
 Maya
 Penny Lane Pub
 Starbucks

Hotels & Entertainment

Graduate Richmond
 The Jefferson Hotel
 YMCA
 Holiday Inn Express
 Hotel Green
 Richmond Marriott
 Hilton Downtown
 National Theater
 Linden Row Inn
 Sandman Comedy Club
 John Marshall Ballrooms
 Moxy Richmond

Gareth Jones
 1-1-804-200-6453
 Gareth.jones@am.jll.com

Jimmy Appich
 T + 1-804-200-6420
 Jimmy.appich@am.jll.com

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300 E Franklin St - Richmond Times-Dispatch



300 E Franklin St Garage



300 E Franklin St ...
300 E Franklin St Gara ...
37.54°N, 77.44°W

Google Earth

Imagery date: 5/1/21

200 m

Camera: 1,489 m 37°32'33" N 77°26'10" W

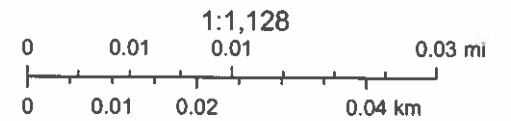
100 m

Richmond Parcel Map



3/4/2024, 4:02:30 PM

-  CityBoundary
-  Parcels



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