

INTRODUCED: March 22, 2021

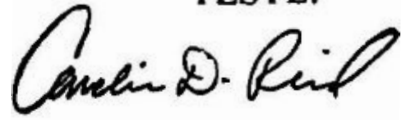
AN ORDINANCE No. 2021-081

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Deed of Lease between City Central, LLC as lessor and the City of Richmond as lessee for the purpose of providing office, warehouse, parking, and outdoor storage space for the Department of Public Works Facilities Services at 1410 Ingram Avenue.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

**A TRUE COPY:
TESTE:**


City Clerk

PUBLIC HEARING: APR 12 2021 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 Deed of Lease between City Central, LLC as lessor and the City of Richmond as lessee for the purpose of providing office, warehouse, parking, and outdoor storage space for the Department of Public Works Facilities Services at 1410 Ingram Avenue. The Deed of Lease shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

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

AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: APR 12 2021 REJECTED: _____ STRICKEN: _____



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

RECEIVED
By CAO Office at 8:18 am, Feb 22, 2021

RECEIVED
By CAO Office at 4:46 pm, Feb 19, 2021

2021-248

RECEIVED
By Deputy Mayor at 2:38 pm, Mar 05, 2021

O&R
RE-
QUEST

RECEIVED
By Deputy Mayor at 9:54 am, Mar 17, 2021

DATE: February 16, 2021

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Lincoln Saunders, Acting Chief Administrative Officer *JLS*

THROUGH: Bobby Vincent, Director, Public Works *BV*

THROUGH: Jay A. Brown, Director, Budget and Strategic Planning *JAB*

FROM: Sharon L. Ebert, Deputy Chief Administrative Officer for Economic Development and Planning *Sharon Ebert*

RE: TO AUTHORIZE THE ACTING CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO A LEASE AGREEMENT WITH CITY CENTRAL, LLC AT 1410 INGRAM AVENUE.

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer to enter into a 10 year lease agreement with City Central LLC for 33,555 square feet of office and warehouse space plus approximately 2.128 acres of paved/graveled area for parking and outdoor storage located at 1410 Ingram Avenue to house the Department of Public Works Facility Services' office, warehouse and outdoor storage functions.

REASON: The DPW Facility Services' functions are currently housed in the basement of the Public Safety Building and in the parking lot at 500 N. 10th Street. The lease premises will contain 33,555 square feet of office and warehouse space plus approximately 2.128 acres of paved/graveled area for parking and outdoor storage. The lease term will be 10 years.

RECOMMENDATION: Approval is recommended by the City Administration.

BACKGROUND: DPW Facility Services currently occupies approximately 30,000 square feet in the basement of the deteriorating Public Safety Building and has equipment stored in the parking lot and at various other sites around the City. A property search was conducted based on DPW's identified program requirements and 1410 Ingram Avenue was selected as the site that best meets DPW's office, warehouse and outdoor storage needs. The proposed 10 year lease at 1410 Ingram Avenue includes:

- 9,613 sf of office space and 15,742 sf of warehouse space in one building.

- 8,200 sf of equipment and vehicle storage in a second building.
- 2.128 acres of paved/graveled outdoor storage area.

The total building area to be leased is 33,555 sf. The landlord will also be providing a \$150,000 Landlord Work Allowance for site lighting improvements, security fence improvements and asphalt resurfacing of the existing parking lot. The landlord must file for permits for the Landlord Work within 5 days of the lease execution date and must complete the Landlord Work within 60 days of receipt of their permits. The rent for this Lease will not commence until the Landlord Work is complete. DPW Facility Services now desires to lease 33,555 square feet of office and warehouse space plus approximately 2.128 acres of paved/graveled area for parking and outdoor storage in order to centralize their office, warehouse and outdoor storage functions.

FISCAL IMPACT / COST: The base annual rent will be \$246,964.80 which equals to a monthly rent of \$20,580.46. The base rent will escalate 2.5% annually. The City will also pay for all utilities, janitorial service and Premises Systems maintenance including HVAC systems repairs, maintenance and replacement (Operating Expenses) which are estimated to cost \$60,000 annually. Additional estimated one-time costs include \$203,540 in FY2021 funds that will be spent on moving costs, DIT data wiring, security improvements, carpet, paint and furniture. DPW may also need additional FY2021 funding of \$25,000 for rent and operating expenses for the first month of the lease if rent commences 6/1/2021.

FISCAL IMPLICATIONS: FY2021 Budget funding estimated at \$228,540 is required for one-time costs associated with the lease and for the first month's rent and operating expenses. Approval of DPW's FY2022 Budget is required to pay the annual rent of \$246,964.80 plus annual Operating Expenses estimated at \$60,000.

BUDGET AMENDMENT NECESSARY: Approval of FY2021 funding and DPW's FY2022 Budget is required.

REVENUE TO CITY: None.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: March 8, 2021

CITY COUNCIL PUBLIC HEARING DATE: March 22, 2021

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation Committee: March 16, 2021

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Economic Development & Planning, Public Works, Budget, Office of the City Attorney

O&R Request

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RELATIONSHIP TO EXISTING ORD. OR RES.:

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Lease

STAFF:

Sharon Ebert, Economic Development & Planning

Paul McClellan, Economic Development & Planning

Kenneth Hill, Public Works

DEED OF LEASE

CITY CENTRAL, LLC
Landlord

AND

CITY OF RICHMOND, VIRGINIA
Tenant

AT

1410 Ingram Avenue
Richmond, Virginia

DEED OF LEASE

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THIS DEED OF LEASE (this "Lease") is made by and between **CITY CENTRAL, LLC**, a Virginia limited liability company ("Landlord"), and **CITY OF RICHMOND, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia ("Tenant"), effective as of _____, 2021 ("Effective Date").

1. Basic Lease Terms and Definitions.

(a) **Premises:** A 3.211 acre portion of City of Richmond Tax Parcel No. S0070836003 known as 1410 Ingram Avenue, Richmond, Virginia, as shown on Exhibit A, consisting of two buildings, as defined below, containing approximately 9,613 rentable square feet of office space, approximately 15,742 rentable square feet of warehouse space, and approximately 8,200 rentable square feet of equipment storage space and truck maintenance facility, as well as approximately 92,686 square feet of paved and gravel parking area.

(b) **Building A:** Building containing approximately 9,613 rentable square feet of office space and 15,742 rentable square feet of warehouse space located at 1420 Ingram Avenue, Richmond, Virginia, as more particularly shown on Exhibit A-1.

(c) **Building B:** Building containing approximately 8,200 rentable square feet of equipment storage space and truck maintenance facility located at 1410 Ingram Avenue, Richmond, Virginia, as more particularly shown on Exhibit A-1.

(d) **Term:** One hundred twenty (120) months (plus any partial month from the Commencement Date until the first day of the next full calendar month during the Term).

(e) **Commencement Date:** The first date by which (i) the Landlord Work is Substantially Completed, as those terms are defined in Section 30 of this Lease, and (ii) the Premises Systems are in good working order and condition.

(f) **Expiration Date:** The last day of the Term.

(g) **Minimum Annual Rent:** Payable in monthly installments as follows:

Lease Period (full calendar months)	Monthly
1 – 12	\$20,580.40
13 – 24	\$21,094.91
25 – 36	\$21,622.28
37 – 48	\$22,162.84
49 – 60	\$22,716.91
61 – 72	\$23,284.83
73 – 84	\$23,866.95
85 – 96	\$24,463.63
97 – 108	\$25,075.22
109 – 120	\$25,702.10

(h) **Use:** Warehouse, office, and equipment and vehicle storage and maintenance facility.

(i) **Addresses For Notices:**

Landlord: City Central, LLC
c/o Harper Associates
5607 Grove Avenue
Richmond, VA 23226

Tenant: City of Richmond
Department of Economic Development &
Planning
900 E Broad Street, Room 1603
Richmond, VA 23219
Attn: Paul McClellan

(j) **Guarantor:** None.

(k) **Additional Defined Terms:** See Rider 1 for the definitions of other capitalized terms.

(l) **Contents:** The following are attached to and made a part of this Lease:

Rider 1 – Additional Definitions

Exhibits:

“A” – Plan showing Premises

“A-1” – Building A and Building B

“A-2” – Common Areas

“B” – Building Rules

“C” – Estoppel Certificate Form

“D” – Memorandum of Lease Form

“E” – Description of Landlord Work

2. **Premises.** Landlord leases to Tenant and Tenant leases from Landlord the Premises, together with the right in common with others to use the Common Areas. Tenant accepts the Premises and Common Areas “AS IS”, without relying on any representation, covenant or warranty by Landlord other than as expressly set forth in this Lease. Landlord represents and warrants that as of the Effective Date, Landlord has no knowledge that the Premises are in violation of any Laws or Environmental Laws. Landlord and Tenant stipulate and agree to the rentable square footage set forth in Section 1(a) above without regard to actual measurement.

3. **Access; Use.** Landlord shall grant and ensure Tenant access to all of the Premises and the Common Areas twenty-four (24) hours per day, three hundred sixty-five (365) days per year during the Term. Tenant shall occupy and use the Premises only for the Use specified in Section 1 above. Tenant shall not permit any conduct or condition which may reasonably be deemed to endanger, disturb or interfere (whether through noise, odor, vibration or otherwise) with Landlord’s management of the Buildings. Tenant shall not use or permit the use of any portion of the Property outside of the Premises for outdoor storage or installations. Tenant may use all Common Areas only for their intended purposes. Landlord shall have exclusive control of all Common Areas at all times. Notwithstanding any term of this Lease to the contrary, and in addition to all other remedies provided in this Lease, in the event Tenant is unable to reasonably or safely engage in any material element of the Use due to Landlord’s negligence, intentional act or omission, or breach of the Laws or any term of this Lease, and upon delivery of written notice thereof to Landlord, Tenant shall be entitled to deduct from the Minimum Annual Rent the per diem rental for each day Tenant is so unable to reasonably or safely engage in any material element of the Use. Breaches of this Lease rendering Tenant unable to reasonably or safely engage in a material element of the Use shall include, without limitation, failure by Landlord to ensure Tenant access to the Premises in accordance with this Lease.

4. **Term; Possession.** The Term of this Lease shall commence on the Commencement Date and shall end at 11:59 p.m. on the Expiration Date, unless sooner terminated in accordance with this Lease. Landlord shall deliver Tenant possession of the Premises at request of Tenant, which request Tenant may make upon or following the Commencement Date, subject to Tenant’s and its Agents’ right to earlier occupy the Premises in accordance with this Section 4. Notwithstanding any term of this Lease to the contrary, if Landlord is unable to deliver possession of all or any portion of the Premises to Tenant as of Tenant’s request for possession, Tenant will be deemed to have taken possession on the date Landlord delivers possession of all of the Premises, which date will then become the Commencement Date (and the Expiration Date will be extended so that the length of the Term remains unaffected by such delay). Landlord shall not be liable for any loss or damage to Tenant resulting from any delay in delivering possession due to the holdover of any existing tenant or other circumstances outside of Landlord’s reasonable control. Tenant and its Agents shall at all reasonable times on or after the Effective Date and prior to the Commencement Date have the right, at Tenant’s own risk, expense and responsibility, to occupy the Premises, provided that in so doing Tenant shall not interfere with or delay the Landlord Work. If Tenant occupies the Premises prior to the Commencement Date, Tenant shall abide by the terms and conditions of this Lease as if the Term of this Lease had already commenced, except that Tenant shall have no obligation to pay the Minimum Annual Rent and any other additional Rent or sums payable by Tenant to Landlord pursuant to this Lease, or any portion thereof until the Commencement Date. For purposes of determining the Commencement Date, Tenant agrees the Premises Systems will be in good working order and condition so long as Landlord has corrected all defective or non-conforming

conditions of the Premises Systems about which Tenant has notified Landlord in writing prior to the Substantial Completion of the Landlord Work.

5. **Rent; Taxes.** Tenant agrees to pay to Landlord, without demand, Minimum Annual Rent for the Term. Tenant shall pay the Monthly Rent, in advance, on the first day of each calendar month during the Term, at Landlord's address designated in Section 1 above unless Landlord designates otherwise; provided that if the Commencement Date is not the first day of the first full calendar month of the Term, Tenant shall pay Landlord on or before the Commencement Date a sum equivalent to the following: \$664.13 multiplied by the number of days from the Commencement Date through the final day of the calendar month in which the Commencement Date occurs. Tenant shall pay Landlord a service and handling charge equal to five percent (5%) of any Rent not paid within ten (10) days after the date due. In addition, any Rent, including such charge, not paid within ten (10) days after the due date will bear interest at the Interest Rate from the date due to the date paid. Landlord shall pay all taxes and any other governmental impositions, charges, or penalties affecting the Premises.

6. **Intentionally Deleted.**

7. **Utilities.** Tenant shall pay for water, sewer, gas, electricity, heat, power, telephone and other communication services and any other utilities supplied to the Premises. Tenant shall obtain service in its own name and timely pay all charges directly to the provider. Landlord shall not be responsible or liable for any interruption in such services, unless such interruption is a result of Landlord's negligence or willful misconduct, nor shall such interruption affect the continuation or validity of this Lease, subject to Section 3 of this Lease. In the event such interruption is a result of Landlord's negligence or willful misconduct and such interruption continues for a period in excess of five (5) consecutive Business Days, Tenant shall be entitled to deduct from the Minimum Annual Rent the per diem rental for each day such interruption persists, subject to Section 3 of this Lease. Any wiring, cabling or other equipment necessary to connect Tenant's telecommunications equipment shall be Tenant's responsibility, and shall be installed in a manner approved by Landlord.

8. **Insurance; Waivers; Indemnification.**

(a) Landlord, at its sole cost and expense, agrees to obtain and maintain in effect throughout the Term the following insurance policies:

(i) For all portions of the Premises, a broad form commercial general liability insurance policy on an occurrence basis with coverages and limits of liability not less than a \$1,000,000 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 Tenant's liability hereunder. Such policy shall provide that it shall not be cancelable or reduced without at least thirty (30) days prior notice to Landlord. Landlord shall also ensure any party entering the Premises in accordance with Landlord's right of entry described in Section 14 below possesses insurance coverage that meets or exceeds the insurance coverage requirements described in this paragraph, and Landlord shall provide Tenant proof of such coverage upon request.

(ii) A policy insuring against loss or damage to the Buildings and the Premises with coverage for perils as set forth under the "Causes of Loss-Special Form" policy of property insurance with additional flood coverage in an amount equal to at least the full insurable replacement cost of the Buildings (excluding coverage of Tenant's personal property and any Alterations by Tenant) and without a coinsurance feature. Such policy shall include coverage for (i) any additional costs resulting from debris removal and (ii) reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Leased Premises required to be demolished or removed, as the result of a covered loss, by reason of enforcement of the Laws.

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

Such policies shall insure Landlord and shall be issued by a company duly authorized or permitted to conduct business in the Commonwealth of Virginia and having a Best's Key Rating of at least A: VII. Upon request, Landlord agrees to provide Tenant a certificate of insurance demonstrating Landlord is maintaining the insurance requirements of this subsection (a).

(b) Tenant, at its expense, shall keep in effect commercial general liability insurance, including blanket contractual liability insurance, covering Tenant's use of the Premises, with coverages and limits of liability not less than a \$1,000,000 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. The policy shall name Landlord and any other associated or affiliated entity as their interests may appear and at Landlord's request, any Mortgagee(s), as additional insureds, shall be written on an "occurrence" basis and not on a "claims made" basis and to provide that it shall not be cancelable or reduced without at least thirty (30) days prior notice to Landlord. The insurer shall be authorized to issue such insurance, licensed to do business and admitted in the state in which the Premises is located and rated at least A VII in the most current edition of Best's Insurance Reports. Tenant shall deliver to Landlord on or before the Commencement Date or any earlier date on which Tenant accesses the Premises, and at least thirty (30) days prior to the date of each policy renewal, a certificate of insurance evidencing such coverage.

(c) Notwithstanding anything to the contrary set out in this Lease, Tenant hereby assumes during the Term all risk of damage to and responsibility for insuring, and waives its entire right of recovery against Landlord for all loss of or damage to Tenant's property, including, its Alterations, its furniture, fixtures, equipment, and other personal property, caused by or arising out of a cause of loss insured or that could have been insured against by a Causes of Loss-Special Form policy of property insurance. In addition, notwithstanding anything to the contrary set out in this Lease, Landlord hereby assumes during the Term all risk of damage to and responsibility for insuring, and waives its entire right of recovery against Tenant for, loss of or damage to Landlord's property, including, the Premises, the Buildings, all of Landlord's other Alterations and improvements, all of Landlord's furniture, fixtures, equipment, and other personal property, and Landlord's loss of business income and rents, caused by or arising out of perils insured against or that could have been insured against by a Causes of Loss – Special Form policy of property insurance with loss of business income and rental value coverage. This waiver includes a waiver by each of Tenant and Landlord of all rights of subrogation that its property insurers may have against Landlord or against Tenant, as the case may be, even if such loss or damage shall be brought about by the fault or negligence of the other party or its Agents. This waiver and release is effective regardless of whether the releasing party actually maintains the insurance described above in this subsection and is not limited to the amount of insurance actually carried, or to the actual proceed received after a loss.

(d) Notwithstanding any terms of this Section 8 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 8 and includes Landlord and any Mortgagee as additional insureds and includes a waiver of subrogation endorsement in favor of Landlord and any Mortgagee.

9. Maintenance and Repairs.

(a) Landlord shall, at its sole expense except as otherwise set forth herein and in accordance with the Laws, keep and Maintain the following in good condition and repair: (i) footings, foundations, structural steel columns and girders, and all other structural elements of the Buildings; (ii) the roof and exterior walls of the Buildings; (iii) stormwater drainage facilities and (iv) Common Areas. If Tenant becomes aware of any condition that is Landlord's responsibility to Maintain, Tenant shall promptly 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 Landlord fails to timely comply with any of its obligations under this subsection (a), 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 Tenant may deduct the cost thus incurred in fulfilling Landlord's obligations from future payments of Minimum Annual Rent or if at the expiration of the Term, Landlord shall pay to Tenant such amount

within thirty (30) days after reasonable request therefor accompanied with supporting documentation. 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 or imminent occurrence of an emergency 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 ("Emergency Maintenance"), including without limitation the plowing of snow from the Common Areas. Tenant shall have no liability in relation to any Emergency Maintenance it performs except for Tenant's negligence (subject to Section 36 below) or willful misconduct, and Tenant's performance of such Emergency Maintenance shall (i) be at no cost to Landlord and (ii) not derogate from Landlord's obligations in this Lease. Regardless of who bears responsibility for any Maintenance, Tenant shall promptly notify Landlord if Tenant becomes aware of any areas of water intrusion or mold growth in or about the Premises.

(b) Except as provided in subsection (a) above and (c) below, Tenant at its sole expense shall Maintain the Premises, including without limitation, the parking areas, the Premises Systems, the improvements comprising the Landlord Work, and all fixtures and equipment in the Premises. All repairs and replacements by Tenant shall utilize materials and equipment which are reasonably comparable to those previously used in the Buildings and Premises. Repairs and replacements to the Property, including the Premises, made necessary because of damage caused by Tenant shall be made by Landlord or Tenant as set forth in 9(a) above and this subsection, but at the sole expense of Tenant to the extent (i) the cost of such damage is not covered by any applicable insurance proceeds paid to Landlord or (ii) such damage is not of the type described in subsection 8(c) above (i.e. the damage is insured against or that could have been insured against by a Causes of Loss – Special Form policy of property insurance with loss of business income and rental value coverage), in which event Landlord shall be responsible for all expenses. Notwithstanding subsection 9(a) above and subject to subsection 9(c) below, Tenant, at its sole cost, agrees to Maintain all heating, ventilating, and air conditioning ("HVAC") systems serving the Premises, which shall include performance of customary quarterly preventative maintenance of the HVAC system or systems serving the Premises by at all times either (i) keeping in full force and effect a customary quarterly HVAC preventative maintenance contract with a licensed contractor or (ii) using its own qualified employees. Landlord may enter into a reasonable preventative maintenance contract if Tenant fails to comply with (i) or (ii) in the previous sentence and does not cure such noncompliance within thirty (30) days following receipt of notice thereof from Landlord, and Tenant shall reimburse Landlord within fifteen (15) Business Days after request for reimbursement therefor. Upon the Expiration Date or earlier termination of this Lease, (i) Landlord shall be solely responsible for the HVAC systems, and (ii) Tenant shall have no liability relating to the HVAC systems or arising from Tenant's Maintenance thereof, except as required by Section 23(a) below.

(c) Landlord shall ensure the Premises Systems will be in good working order and condition on the Commencement Date. Landlord hereby warrants for a period of three hundred sixty-five (365) days following the Commencement Date (the "Warranty Period") that the Premises Systems (specifically excluding the heating, ventilating, air conditioning, sprinkler, and life safety and security systems) and the improvements comprising the Landlord Work (the "Warranty Items") shall be in good working order and condition. Landlord, at its sole cost and expense, shall promptly correct any defective or non-conforming condition of the Warranty Items as to which Tenant gives Landlord written notice prior to the expiration of the Warranty Period, so long as such condition is not due to any negligent or intentional act or omission of Tenant or its Agents, in which case Landlord shall remedy any such condition arising during the Warranty Period, but at the sole expense of Tenant to the extent (i) the cost of such damage is not covered by any applicable insurance proceeds paid to Landlord or (ii) such damage is not of the type described in subsection 8(c) above (i.e. the damage is insured against or that could have been insured against by a Causes of Loss – Special Form policy of property insurance with loss of business income and rental value coverage), in which event Landlord shall be responsible for all expenses..

10. Compliance.

(a) Tenant and Landlord will, at each party's own expense, promptly comply with all Laws, including Environmental Laws, and covenants and conditions of record (of which both parties have actual knowledge) now or subsequently pertaining to the Premises or Tenant's use or occupancy or Landlord's ownership of the Premises, as

applicable. Neither Tenant nor its Agents shall use the Premises in any manner that under any Law would require Landlord to make any Alteration to or in the Buildings or Common Areas, except that Landlord shall not unreasonably withhold, condition, or delay consent for Tenant to make such Alterations as may be necessary for Tenant to lawfully engage in the Use (without limiting the foregoing, Tenant shall not use the Premises in any manner that would cause the Premises or the Property to be deemed a "place of public accommodation" under the ADA if such use would require any such Alteration). Tenant shall be responsible for compliance with the ADA, and any other Laws regarding accessibility, with respect to the Premises.

(b) Tenant will comply, and will cause its Agents to comply, with the Building Rules. Landlord may adopt and Tenant shall comply with reasonable rules and regulations to promote energy efficiency, sustainability and environmental standards for the Property, as the same may be changed from time to time upon reasonable notice to Tenant, provided that such rules and regulations shall not interfere with the exercise of rights granted Tenant under this Lease. The Parties acknowledge and agree that any such rules and regulations necessitating an appropriation of funds by the City Council to ensure Tenant's compliance shall be deemed unreasonable.

(c) Tenant agrees that (i) no activity will be conducted on the Premises that will use or produce any Hazardous Materials, except for activities which are part of the ordinary course of Tenant's business and are conducted in accordance with all Environmental Laws ("Permitted Activities"); (ii) the Premises will not be used for storage of any Hazardous Materials, except for materials used in the Permitted Activities which are properly stored in a manner and location complying with all Environmental Laws; (iii) no portion of the Premises or Property will be used by Tenant or Tenant's Agents for disposal of Hazardous Materials; (iv) Tenant will deliver to Landlord copies of all Material Safety Data Sheets and other written information prepared by manufacturers, importers or suppliers of any chemical; and (v) Tenant will immediately notify Landlord of any violation by Tenant or Tenant's Agents of any Environmental Laws or the release or suspected release of Hazardous Materials in, under or about the Premises, and Tenant shall immediately deliver to Landlord a copy of any notice, filing or permit sent or received by Tenant with respect to the foregoing. If at any time during or after the Term, Tenant or any of Tenant's Agents is found to have contaminated any portion of the Property in violation of any Environmental Law, Landlord shall have the right to direct reasonable remediation activities, all of which shall be performed at Tenant's cost. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.

11. Signs. Tenant shall maintain all signs installed by Tenant in good condition and in compliance with all Laws. Tenant shall remove its signs at the termination of this Lease, shall repair any resulting damage, and shall restore the Property to its condition existing prior to the installation of Tenant's signs.

12. Alterations. Except for non-structural Alterations that (i) do not exceed \$5,000 in the aggregate, (ii) are not visible from the exterior of the Premises, (iii) do not affect any Premises System or the structural strength of the Buildings, (iv) do not require penetrations into the floor, ceiling or walls, and (v) do not require work within the walls, below the floor or above the ceiling, Tenant shall not make or permit any Alterations in or to the Premises without first obtaining Landlord's consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Landlord consents to the following Tenant Alterations, provided Tenant complies with all terms of this Section 12: (i) upgrade of interior lights to LED, (ii) installation of carpet in hallways, (iii) repainting of offices and hallways, (iv) construction of one (1) snow port to function as a shelter for salt-spreaders for snow, the locations of which snow ports are shown on Exhibit A-I, and (v) installation of a loading dock extension at Building A, to the extent Landlord reasonably determines such extension does not unreasonably interfere with any party's use of the Common Areas. With respect to any Alterations made by or on behalf of Tenant (whether or not the Alteration requires Landlord's consent): (i) not less than ten (10) days prior to commencing any Alteration. Tenant shall deliver to Landlord the plans, specifications and necessary permits for the Alteration, together with certificates evidencing that Tenant's contractors and subcontractors have adequate insurance coverage naming Landlord and any other associated or affiliated entity as their interests may appear as additional insureds, (ii) the Alteration shall be constructed with new materials, in a good and workmanlike manner, and in compliance with all Laws and the plans and specifications delivered to, and, if required above, approved by Landlord. Any Alteration by Tenant shall be the property of Tenant until the expiration or termination of this Lease; at that time without payment by Landlord the Alteration shall remain on the Property and become the property of Landlord unless Landlord gives notice to Tenant to remove it, in which event Tenant will remove it, will repair any resulting damage and will restore the Premises to

the condition existing prior to Tenant's Alteration. Upon the Expiration Date or earlier termination of this Lease, provided Tenant has complied with the terms of this Section 12, Landlord shall have sole responsibility for any of Tenant's Alterations that remain on the Property. At Tenant's request prior to Tenant making any Alterations, Landlord will notify Tenant whether Tenant is required to remove the Alterations at the expiration or termination of this Lease. Tenant may install and remove its trade fixtures, furniture, and equipment in and from the Premises, provided that Tenant shall repair at its sole cost any damage to any portion of the Property, any Premises System, or any other equipment or facilities serving the Buildings, that Tenant causes by such installation or removal.

13. Mechanics' Liens. Neither Tenant nor Landlord has authority to encumber the Premises with any materialmen's or mechanic's lien, nor shall either suffer or permit any such lien to exist. Should any such lien hereafter be filed as a result of either party's actions or failure to act, such party shall at its sole cost within thirty (30) days after the lien is filed, discharge the lien or post a bond in the amount of the lien.

14. Landlord's Right of Entry. Tenant shall permit Landlord and its Agents to enter the Premises during Tenant's business hours following at least forty-eight (48) hours' written notice (except in an emergency), which notice Landlord may give by email to Tenant's Operations Manager of Facilities Management, which email Landlord may obtain by telephoning Tenant at 804-646-5990, to inspect, Maintain, or make Alterations to the Premises or Property, to exhibit the Premises for the purpose of sale or financing, and, during the last twelve (12) months of the Term, to exhibit the Premises to any prospective tenant. Landlord shall not unreasonably inconvenience Tenant in exercising such rights. In advance of any entry onto the Premises by Landlord, Landlord shall reasonably coordinate with Tenant to ensure minimal interruption to Tenant's operations and Landlord shall not be liable for any interference with Tenant's occupancy that results from Landlord's entry, except to the extent such entry prevents Tenant from reasonably or safely engaging in any element of the Use.

15. Damage by Fire or Other Casualty. If the Premises or Common Areas shall be damaged or destroyed by fire or other casualty, Tenant shall promptly notify Landlord, and Landlord, subject to the conditions set forth in this Section 15, shall make Reasonable Efforts to repair such damage and restore the Premises or Common Areas to substantially the same condition in which they were immediately prior to such damage or destruction, but not including the repair, restoration or replacement of the fixtures, equipment, or Alterations installed by or on behalf of Tenant. In the event of such casualty, the Minimum Annual Rent shall be reduced solely during the period of restoration to be proportionate to the square footage of the Premises which is suitable for the Use, which square footage Landlord and Tenant shall determine in their reasonable discretion, and Tenant shall have no liability to Landlord in respect of any period during which such casualty renders the Premises wholly or substantially untenantable. Landlord shall notify Tenant, within thirty (30) days after the date of the casualty, if Landlord anticipates that the restoration will take more than one hundred eighty (180) days from the date of the casualty to complete; in such event, either Landlord or Tenant may terminate this Lease effective as of the date of casualty by giving notice to the other within thirty (30) days after Landlord's notice. Moreover, Landlord may terminate this Lease if the loss is not covered by the insurance required to be maintained by Landlord under this Lease, which termination shall be effective as of the date of casualty.

16. Condemnation. Landlord shall give prompt notice to Tenant of any discussions, offers, negotiations, or proceedings with any party regarding a Taking of any portion of the Premises. If (a) all of the Premises are Taken, or (b) any part of the Premises is Taken and the remainder is insufficient in Tenant's reasonable opinion for the reasonable operation of Tenant's business, then this Lease shall terminate as of the date the condemning authority takes title or possession, whichever occurs first. If this Lease is not terminated, then as of the date the condemning authority takes title or possession, whichever occurs first, this Lease shall terminate as to the part of the Premises Taken, and the Minimum Annual Rent shall be reduced in proportion to the leasable square foot area of the Premises that remains. Further, (i) Landlord shall restore the Premises, including the Buildings, to a condition as near as reasonably possible to the condition prior to the Taking, (ii) before and during such restoration, the Minimum Annual Rent shall be abated for the period of time all or a part of the Premises is untenantable in proportion to the square foot area untenantable, and (iii) this Lease shall be amended appropriately. The compensation awarded for a Taking shall belong to Landlord, except that Tenant may on its own behalf make a claim for losses related to fixtures, its personal property, its relocation costs, and its damages and losses, but not for the loss of its lease.

17. **Quiet Enjoyment.** Landlord covenants that Tenant, upon performing all of its covenants, agreements and conditions of this Lease, shall have quiet and peaceful possession of the Premises as against anyone claiming by or through Landlord, subject, however, to the terms of this Lease.

18. **Assignment and Subletting.**

(a) Except as provided in Section 18(b) below, Tenant shall not enter into nor permit any Transfer voluntarily or by operation of law, without the prior consent of Landlord, which consent shall not be unreasonably withheld. Without limitation, Tenant agrees that Landlord's consent shall not be considered unreasonably withheld if (i) the proposed transferee is an existing tenant of Landlord or an Affiliate of Landlord, (ii) the business, business reputation, or creditworthiness of the proposed transferee is unacceptable to Landlord, or (iii) Tenant is in default under this Lease or any act or omission has occurred which would constitute a default with the giving of notice and/or the passage of time. A consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer. In no event shall any Transfer relieve Tenant from any obligation under this Lease. Landlord's acceptance of Rent from any person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer. Any Transfer not in conformity with this Section 18 shall be void at the option of Landlord.

(b) Landlord's consent shall not be required in the event of any Transfer by Tenant to an Affiliate provided that (i) the Affiliate has a tangible net worth at least equal to that of Tenant as of the date of this Lease, (ii) Tenant provides Landlord notice of the Transfer at least fifteen (15) days prior to the effective date, together with current financial statements of the Affiliate certified by an executive officer of the Affiliate, and (iii) in the case of an assignment or sublease, Tenant delivers to Landlord an assumption agreement reasonably acceptable to Landlord executed by Tenant and the Affiliate, together with a certificate of insurance evidencing the Affiliate's compliance with the insurance requirements of Tenant under this Lease.

(c) The provisions of subsection (a) above notwithstanding, if Tenant proposes any Transfer, other than a sublease or sublicense, of all of the Premises (other than to an Affiliate), Landlord may terminate this Lease, either conditioned on execution of a new lease between Landlord and the proposed transferee or without that condition. If Tenant proposes to enter into a Transfer, other than a sublease or sublicense, of less than all of the Premises (other than to an Affiliate), Landlord may amend this Lease to remove the portion of the Premises to be transferred, either conditioned on execution of a new lease between Landlord and the proposed transferee or without that condition. Tenant shall pay to Landlord, promptly upon receipt, the excess of (i) all compensation received by Tenant for any Transfer over (ii) the Rent allocable to the Premises transferred.

(d) If Tenant requests Landlord's consent to a Transfer, Tenant shall provide Landlord, at least fifteen (15) days prior to the proposed Transfer, current financial statements of the transferee certified by an executive officer of the transferee, a complete copy of the proposed Transfer documents, and any other information Landlord reasonably requests. Immediately following any approved assignment or sublease, Tenant shall deliver to Landlord an assumption agreement reasonably acceptable to Landlord executed by Tenant and the transferee, together with a certificate of insurance evidencing the transferee's compliance with the insurance requirements of Tenant under this Lease. Tenant agrees to reimburse Landlord for reasonable attorneys' fees in connection with the processing and documentation for any Transfer for which Landlord's consent is requested, not to exceed \$1,000.

19. **Title.** Landlord represents and warrants to Tenant that as of the Commencement Date, (i) Landlord is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Lease, and (ii) 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 Property. Landlord further states that to the best of Landlord's knowledge there are no liens, judgments, or impediments of title on the Property and that there are no covenants, easements, or restrictions which prevent or adversely affect the Use or Tenant's occupancy of the Premises.

20. **Subordination; Mortgagee's Rights.** Tenant accepts this Lease subject and subordinate to any Mortgage now or in the future affecting the Premises, provided that any Mortgagee shall (i) recognize the validity of this Lease in the event of foreclosure of Landlord's interest or the termination of such Mortgage and (ii) recognize Tenant's

right to remain in possession of and have access to the Premises in accordance with this Lease, so long as Tenant is not in default under this Lease. In the event the Premises is encumbered by a Mortgage, Landlord shall obtain and furnish Tenant with a non-disturbance and attornment agreement in recordable form and reasonably acceptable to Tenant for each such Mortgage. Within fifteen (15) Business Days after request, Tenant shall execute and deliver such non-disturbance and attornment agreement and any further instruments of attornment and instruments confirming the subordination of this Lease that the Mortgagee may reasonably request.

21. Transfer of Landlord's Interest. Landlord shall notify Tenant in writing at least thirty (30) days in advance of any Transfer Event and assign its rights and obligations under this Lease to the person or entity which would be able to comply with Landlord's obligations under this Lease following such Transfer Event. Landlord agrees that any Transfer Event shall not affect, terminate, or disturb Tenant's right to quiet enjoyment and possession of the Premises under the terms of this Lease or any of Tenant's other rights under this Lease.

22. Tenant's Certificate; Financial Information. Within fifteen (15) Business Days after Landlord's request from time to time, (a) Tenant shall execute, acknowledge and deliver to Landlord, for the benefit of Landlord, Mortgagee, any prospective Mortgagee, and any prospective purchaser of Landlord's interest in the Property, an estoppel certificate in the form of attached Exhibit C (or other form requested by Landlord), modified as necessary to accurately state the facts represented, and (b) Tenant shall furnish to Landlord, Landlord's Mortgagee, prospective Mortgagee and/or prospective purchaser reasonably requested financial information. Landlord agrees to keep any private financial information provided to it by Tenant confidential (except for disclosure to the parties listed in clause (b) of the preceding sentence), and any Mortgagee, prospective Mortgagee and/or prospective purchaser with which Landlord shares such information shall be informed by Landlord of the obligation to keep such information confidential.

23. Surrender.

(a) On the date on which this Lease expires or terminates, Tenant shall return possession of the Premises to Landlord in the same condition as when delivered to Tenant, except for ordinary wear and tear, and except for casualty damage or other conditions that Tenant is not required to remedy under this Lease. Tenant may enter the Property during the Removal Period for the purpose of removing from the Property all furniture, trade fixtures, equipment, wiring and cabling (unless Landlord directs Tenant otherwise), and all other personal property installed by Tenant or its assignees or subtenants, which removal Tenant shall perform before expiration of the Removal Period. Tenant's performance of such removal during the Removal Period shall not constitute a holdover tenancy as described in Section 21(b) below and Tenant shall repair any damage resulting from such removal; provided, however, that Tenant shall comply with all terms of this Lease during the Removal Period except the payment of Base Rent. Any of Tenant's personal property not removed as required shall be deemed abandoned, and Landlord, at Tenant's expense, may remove, store, sell, recycle or otherwise dispose of such property in such manner as Landlord may see fit and/or Landlord may retain such property or sale proceeds as its property.

(b) If Tenant remains in possession of the Premises after the expiration or termination of this Lease, Tenant's occupancy of the Premises shall be that of a tenancy at will. Tenant's occupancy during any holdover period shall otherwise be subject to the provisions of this Lease (unless clearly inapplicable), except that Tenant shall pay to Landlord, for each day of its possession beyond termination or expiration, the prorated amount of the Monthly Rent payable for the last full month immediately preceding the holdover plus 25%. No holdover or payment by Tenant after the expiration or termination of this Lease shall operate to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. Any provision in this Lease to the contrary notwithstanding, any holdover by Tenant shall constitute a default on the part of Tenant under this Lease entitling Landlord to exercise, without obligation to provide Tenant any notice or cure period, all of the remedies available to Landlord in the event of a Tenant default.

24. Defaults – Remedies.

(a) It shall be an Event of Default:

(i) If Tenant does not pay in full when due any and all Rent and, except as provided in Section 24(d) below, Tenant fails to cure such default on or before the date that is ten (10) days after Landlord gives Tenant notice of default;

(ii) If Tenant enters into or permits any Transfer in violation of Section 18 above;

(iii) If Tenant fails to observe and perform or otherwise breaches any other provision of this Lease, and, except as provided in Section 24(d) below, Tenant fails to cure the default on or before the date that is thirty (30) days after Landlord gives Tenant notice of default; except that if the term, condition, covenant or obligation to be performed by Tenant 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 Tenant commences such performance within said thirty (30) day period and thereafter makes Reasonable Efforts to complete the same and does so complete the same within a reasonable period following receipt of Tenant's notice.

(iv) If Tenant becomes insolvent or makes a general assignment for the benefit of creditors or offers a settlement to creditors, or if a petition in bankruptcy or for reorganization or for an arrangement with creditors under any federal or state law is filed by or against Tenant, or a bill in equity or other proceeding for the appointment of a receiver for any of Tenant's assets is commenced; provided that any proceeding brought by anyone other than Landlord or Tenant under any bankruptcy, insolvency, receivership or similar law shall not constitute an Event of Default until such proceeding has continued unstayed for more than sixty (60) consecutive days.

(v) If Tenant abandons this Lease (i.e. vacates the Premises and ceases to pay Rent).

(b) If an Event of Default occurs other than Tenant's abandonment of this Lease, Landlord shall have the following rights and remedies:

(i) Landlord, without any obligation to do so, may elect to cure the default on behalf of Tenant, in which event Tenant shall reimburse Landlord upon demand for any reasonable sums paid or costs incurred by Landlord in curing the default, plus interest at the Interest Rate from the respective dates of Landlord's incurring such costs, which sums and costs together with interest at the Interest Rate shall be deemed additional Rent; and

(ii) To terminate this Lease and the Term without any right on the part of Tenant to save the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken.

(c) If Tenant abandons this Lease, Landlord shall have not only the rights and remedies described in subsection 24(b) above but also the following rights and remedies:

(i) To enter and repossess the Premises, by breaking open locked doors if necessary, and remove all persons and all or any property, by action at law or otherwise; and

(ii) To accelerate the whole or any part of the Rent for the balance of the Term, and declare the same to be immediately due and payable.

(d) Any provision to the contrary in this Section 24 notwithstanding, (i) Landlord shall not be required to give Tenant the notice and opportunity to cure provided in Section 24(a) above more than three (3) times in any consecutive 12-month period, and thereafter Landlord may declare an Event of Default without affording Tenant any of the notice and cure rights provided under this Lease, and (ii) Landlord shall not be required to give such notice prior to exercising its rights under Section 24(b)(i) if Tenant fails to reasonably comply in an emergency.

(e) No waiver by Landlord of any breach by Tenant shall be a waiver of any subsequent breach, nor shall any forbearance by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of any rights and remedies with respect to such or any subsequent breach. Efforts by Landlord to mitigate the damages caused by Tenant's default shall not constitute a waiver of Landlord's right to recover damages hereunder. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy provided

herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity. No payment by Tenant or receipt or acceptance by Landlord of a lesser amount than the total amount due Landlord under this Lease shall be deemed to be other than on account, nor shall any endorsement or statement on any check or payment 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 Rent due, or Landlord's right to pursue any other available remedy.

(f) Landlord and Tenant waive the right to a trial by jury in any action or proceeding based upon or related to, the subject matter of this Lease.

(g) In addition to the remedies set forth in Section 24(b) and 24(c) above, and in the event Landlord terminates this Lease in accordance with Section 24(b) above, Landlord shall also have the right to recover from Tenant a sum equivalent to the Allowance, defined in Section 30(a) below, minus the total Minimum Annual Rent paid to Landlord by Tenant as of the date of termination.

25. Landlord Default; Liability of Landlord.

(a) Landlord Default.

(i) It shall be a default and a breach of this Lease by Landlord (a "Landlord Default") 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; 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 makes Reasonable Efforts to complete the same and does so complete the same within a reasonable period following receipt of Tenant's notice.

(ii) Upon the occurrence of any Landlord Default, Tenant may sue for injunctive relief or to recover damages for any loss resulting from the breach, or Tenant, without limiting its exercise of any right or remedy which it may have by reason of such default, may terminate this Lease and pursue any remedy now or hereafter available to it under the Laws or the judicial decisions of the Commonwealth of Virginia, but Tenant shall not be entitled to withhold or abate any rent due hereunder except as specifically provided in this Lease. In addition, Tenant shall have the right, in addition to Tenant's other rights and remedies hereunder, at law and in equity, to cure or attempt to cure a Landlord Default. If Tenant elects to cure such noncompliance by Landlord, all reasonable costs actually incurred by Tenant in curing such noncompliance shall be paid by Landlord within thirty (30) days after written demand therefor with reasonable evidence of such costs.

(iii) No waiver by Tenant of any breach by Landlord shall be a waiver of any subsequent breach, nor shall any forbearance by Tenant to seek a remedy for any breach by Landlord be a waiver by Tenant of any rights and remedies with respect to such or any subsequent breach. Efforts by Tenant to mitigate the damages caused by Landlord's default shall not constitute a waiver of Tenant's right to recover damages hereunder. No right or remedy conferred upon or reserved to Tenant under this Lease is intended to be exclusive of any other right or remedy provided under this Lease or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity. No payment by Landlord or receipt or acceptance by Tenant of a lesser amount than the total amount due Tenant under this Lease shall be deemed to be other than on account, nor shall any endorsement or statement on any check or payment be deemed an accord and satisfaction, and Tenant may accept such check or payment without prejudice to Tenant's right to recover the balance due, or Tenant's right to pursue any other available remedy.

(b) The word "Landlord" in this Lease includes the Landlord executing this Lease as well as its successors and assigns, each of which shall have the same rights, remedies, powers, authorities, privileges, and obligations as it would have had it originally signed this Lease as Landlord. Any such person or entity, whether or not named in this Lease, shall have no liability under this Lease after it ceases to hold title to the Premises except for

obligations and liabilities already accrued or attributable to the period during which it held title. Except as provided in Section 24 above, in no event shall either Landlord be liable to Tenant or Tenant liable to Landlord for any loss of business or profits of the other or for consequential, punitive or special damages of any kind.

26. Tenant's Authority. Tenant represents and warrants to Landlord that: (a) Tenant is duly formed, validly existing and in good standing under the laws of the state under which Tenant is organized, and qualified to do business in the state in which the Property is located, and (b) the person(s) signing this Lease are duly authorized to execute and deliver this Lease on behalf of Tenant.

27. Miscellaneous.

(a) The captions in this Lease are for convenience only, are not a part of this Lease and do not in any way define, limit, describe or amplify the terms of this Lease.

(b) This Lease represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings between Landlord and Tenant with respect to the Premises or the Property. No rights, easements or licenses are acquired in the Property or any land adjacent to the Property by Tenant by implication or otherwise except as expressly set forth in this Lease. This Lease shall not be modified in any manner except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation. The word "person" includes a natural person, a partnership, a corporation, a limited liability company, an association and any other form of business association or entity. An obligation to do something "promptly" means an obligation to do so as soon as the circumstances reasonably permit, avoiding any delay. Both parties having participated fully and equally in the negotiation and preparation of this Lease, this Lease shall not be more strictly construed, nor any ambiguities in this Lease resolved, against either Landlord or Tenant.

(c) Each covenant, agreement, obligation, term, condition or other provision contained in this Lease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Lease unless otherwise expressly provided. All of the terms and conditions set forth in this Lease shall apply throughout the Term unless otherwise expressly set forth herein, and upon expiration of the Term or termination of this Lease, the Parties shall have no further obligations under this Lease except for those provisions in this Lease which expressly survive expiration or termination of this Lease.

(d) If any provisions of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein.

(e) All issues and questions concerning the construction, enforcement, interpretation and validity of this Lease, or the rights and obligations of Tenant or Landlord in connection with this Lease, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia. Any and all disputes, claims and causes of action arising out of or in connection with this Lease, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia. Except as otherwise set forth herein, each party shall be responsible for its own attorneys' fees in the event of any litigation or other proceeding arising from this Lease.

(f) This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives and permitted successors and assigns.

(g) This Lease may be amended, modified, and supplemented only by the written consent of Tenant and Landlord preceded by all formalities required as prerequisites to the signature by each party of this Lease, unless otherwise permitted by this Lease.

(h) Neither the execution of this Lease nor the performance of any act or acts pursuant to the provisions of this Lease shall be deemed to have the effect of creating between Tenant and Landlord, or any of them, any relationship of principal and agent, partnership, or relationship other than the relationship established by this Lease.

(i) No director, officer, employee or agent of Tenant or Landlord shall be personally liable to another party to this Lease or any successor in interest in the event of any default or breach under this Lease or on any obligation incurred under the terms of this Lease.

(j) Notwithstanding any other provision of this Lease, Tenant and Landlord hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Lease; (ii) the provisions of this Lease are not intended to be for the benefit of any individual or entity other than Tenant and Landlord; (iii) no individual or entity shall obtain any right to make any claim against Tenant and Landlord under the provisions of this Lease; and (iv) no provision of this Lease shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this paragraph, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, subvendors, assignees, licensors and sublicensors, regardless of whether such individual or entity is named in this Lease.

(k) This Lease is signed when a Party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures. This Lease may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same Lease.

28. Notices. Any notice, consent or other communication under this Lease shall be in writing and addressed to Landlord or Tenant at their respective addresses specified in Section 1 above (or to such other address as either may designate by notice to the other) with a copy to any Mortgagee or other party designated by Landlord. Each notice or other communication shall be deemed given if sent by prepaid overnight delivery service or by certified mail, return receipt requested, postage prepaid, or in any other manner, with delivery in any case evidenced by a receipt, and shall be deemed to have been given on the day of actual delivery to the intended recipient or on the business day delivery is refused. The giving of notice by Landlord's attorneys, representatives and agents under this Section 28 shall be deemed to be the acts of Landlord.

29. Broker: Recognition. Tenant and Landlord represent and warrant to each other that Colliers International Virginia, LLC, representing Landlord (the "Broker"), is the only broker or finder that each has had any dealings, negotiations or consultations with relating to the Premises or this transaction on behalf of Tenant and Landlord, respectively, and that no other brokers or finders called the Premises to Tenant's attention for lease or took any part in any dealings, negotiations or consultations relating to the Premises or this Lease on Tenant's or Landlord's behalf. Landlord shall pay a commission to the Broker pursuant to a separate written agreement.

30. Landlord Work; Allowance.

(a) Landlord shall construct the following improvements to the Premises: (i) install new fencing along Ingram Avenue and additional fencing to secure the parking/yard space, (ii) install additional exterior lighting in the parking lot, and (iii) resurface the existing paved portion of the parking lot (collectively, the "Landlord Work"), the scope, details, and specifications of which are more particularly described and shown in Exhibit E. Landlord shall have applied for all permits to perform the Landlord Work within five (5) days following the Effective Date and shall use Reasonable Efforts to complete the Landlord Work within sixty (60) days following its receipt of all permits (subject to Force Majeure). Notwithstanding any other term of this Lease,

it shall be an event of Landlord Default if Landlord (i) breaches this Lease by failing to Substantially Complete the Landlord Work within sixty (60) days following its receipt of all permits for such work (subject to Force Majeure) and (ii) fails to Substantially Complete the Landlord Work within five (5) Business Days following receipt of notice from Tenant of such breach. The Landlord Work shall be done in a good and workmanlike manner and shall comply at the time of completion with all Laws. Landlord agrees to complete such construction at Tenant's sole expense and agrees to credit Tenant with an allowance equal to One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) (the "Allowance") to satisfy all costs, expenses and fees incurred by or on behalf of Landlord in connection with the Landlord Work (the "Tenant's Cost"), including without limitation (i) architectural, engineering and design costs, (ii) the cost charged to Landlord by Landlord's general contractor and all subcontractors for performing such construction, and (iii) the cost to Landlord of performing directly any portion of such construction. In no event shall Tenant's Cost exceed the Allowance, and Landlord shall pay the excess (if any) of the Tenant's Cost above the Allowance. If the Tenant's Cost is less than the Allowance, then Landlord shall credit the remainder of the Allowance to Tenant's next due payment of Monthly Rent, and any remainder thereafter to Tenant's following payment(s) of Monthly Rent.

(b) Prior to beginning the Landlord Work, Landlord shall submit to Tenant all quotes it received or prepared for the Landlord Work and shall verify for Tenant the Tenant's Cost.

(c) As soon as the Landlord Work has been substantially completed, Landlord shall notify Tenant in writing of the date that the Landlord Work is Substantially Completed. "Substantial Completion", "Substantially Completed" or "Substantially Complete" means that in the reasonable opinion of Landlord's design professional, as reasonably confirmed by Tenant following Tenant's physical inspection of the Landlord Work, the Landlord Work to the Premises required to be made by Landlord pursuant to this Section 30 has been substantially completed in accordance with Exhibit E and is in good and satisfactory condition, subject only to punch list items that do not prevent Tenant from using the Premises or the Landlord Work improvements for their intended use. Landlord shall complete all punch list items within thirty (30) days after the date of Substantial Completion. All materials shall be building standard and all construction shall be done in a good and workmanlike manner and shall comply at the time of completion with all Laws.

(d) Tenant and its Agents shall have the right, at Tenant's own risk, expense and responsibility, at all reasonable times prior to the Commencement Date, to enter the Premises for the purpose of taking measurements and installing its furnishings and equipment, provided that Tenant does not interfere with or delay the work to be performed by Landlord, Tenant uses contractors and workers reasonably compatible with the contractors and workers engaged by Landlord, and Tenant obtains Landlord's prior written consent, which Landlord shall not unreasonably withhold, condition, or delay.

31. Option to Extend Term. Provided that Landlord has not given Tenant notice of default more than two (2) times preceding the Expiration Date, that there then exists no Event of Default by Tenant under this Lease nor any event that with the giving of notice and/or the passage of time would constitute an Event of Default, and that Tenant is the sole occupant of the Premises, Tenant shall have the right and option to extend the Term for one (1) additional period of sixty (60) months, exercisable by giving Landlord prior written notice, at least nine (9) months in advance of the Expiration Date, of Tenant's election to extend the Term; it being agreed that time is of the essence and that this option is personal to Tenant and is non-transferable to any assignee or sublessee (regardless of whether any such assignment or sublease was made with or without Landlord's consent) or other party. Such extension shall be under the same terms and conditions as provided in this Lease except as follows:

(a) the additional period shall begin on the Expiration Date and thereafter the Expiration Date shall be deemed to be sixty (60) months thereafter;

(b) there shall be no further options to extend; and

(c) the Minimum Annual Rent payable by Tenant during the additional renewal period shall be equal to the lesser of (i) the fair market rental, as determined by Landlord and agreed to by Tenant, which agreement shall not be unreasonably withheld, delayed or conditioned, and (ii) one hundred two-point-five percent (102.5%) of the

Minimum Annual Rent for the last month of the Term and increasing by two-point-five percent (2.5%) over the prior Lease Year each Lease Year thereafter. In the event Landlord and Tenant fail to reach an agreement on the fair market rental rate within forty-five (45) days after Tenant's notice, then Tenant's exercise of the renewal option shall be deemed withdrawn and the Lease shall terminate on the Expiration Date.

32. **Memorandum of Lease.** Landlord and Tenant agree, following the execution of this Lease, to execute the short form Memorandum of Lease, in a form suitable for recording, substantially in the form of Exhibit D attached hereto. Tenant may record the Memorandum of Lease in the land records for the City of Richmond, Virginia at Tenant's cost. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or payment of Rent.

33. **Force Majeure.** In the event that either Party shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of acts of God (including, but not limited to, wind, lightning, rain, ice, earthquake, flood, or rising water); aircraft or vehicle damage or other casualty; unforeseen soil conditions; acts of third parties who are not employees, agents, or contractors of either Party; strikes; lock-outs; labor troubles; inability to procure material; failure of power; governmental actions, laws, or regulations; riots; insurrection; war; or other reasons beyond its control (collectively, "Force Majeure"), then the performance of such act shall be excused for the period of delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

34. **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. 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.

35. **Authorization to Act.** The Chief Administrative Officer 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 option to extend the Term.

36. **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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, as authorized by Ordinance No. _____ approved by the Richmond City Council on _____, 2021, this Lease has been entered into as of the Effective Date by duly authorized officers of the parties.

Landlord:

CITY CENTRAL, LLC,
a Virginia limited liability company

By: _____
Name: _____
Title: _____

Tenant:

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

By: _____
Name: J. E. Lincoln Saunders
Title: Acting Chief Administrative Officer

APPROVED AS TO FORM



Neil Gibson
Senior Assistant Attorney

APPROVED AS TO TERMS

Manager, Real Estate Services

Rider 1 to Lease Agreement

ADDITIONAL DEFINITIONS

“ADA” means the Americans With Disabilities Act of 1990 (42 U.S.C. § 1201 et seq.), as amended and supplemented from time to time.

“Affiliate” means (i) any entity controlling, controlled by, or under common control of, Tenant, (ii) any successor to Tenant by merger, consolidation or reorganization, and (iii) any purchaser of all or substantially all of the assets of Tenant as a going concern.

“Agents” of a party means such party’s employees, agents, representatives, contractors, licensees or invitees.

“Alteration” means any addition, alteration or improvement to the Premises or Property, as the case may be, but does not mean installation of Tenant’s trade fixtures.

“Building Rules” means the rules and regulations attached to this Lease as Exhibit B as they may be amended from time to time.

“Buildings” means collectively Building A and Building B.

“Business Day(s)” means that day that is neither a Saturday, a Sunday nor a day observed as a legal holiday by the City of Richmond, Virginia, the Commonwealth of Virginia or the United States government.

“City Council” means the City Council of the City of Richmond, Virginia.

“Common Areas” means all areas and facilities as provided by Landlord from time to time for the use or enjoyment of others in common with Tenant, including without limitation the driveway and entrance located at Ingram Avenue and 16th Street, all as more particularly shown on Exhibit A-2.

“Environmental Laws” means all present or future federal, state or local laws, ordinances, rules or regulations (including the rules and regulations of the federal Environmental Protection Agency and comparable state agency) relating to the protection of human health or the environment.

“Event of Default” means a default described in Section 24(a) of this Lease.

“Hazardous Materials” means pollutants, contaminants, toxic or hazardous wastes or other materials the removal of which is required or the use of which is regulated, restricted, or prohibited by any Environmental Law.

“Interest Rate” means interest at the rate of 1 1/2% per month.

“Land” means the lot or plot of land on which the Buildings are situated.

“Laws” means all laws, ordinances, rules, orders, regulations, guidelines, and other requirements of federal, state or local governmental authorities or of any private association or contained in any restrictive covenants or other declarations or agreements, now or subsequently pertaining to the parties to this Lease, the Property, or the use and occupation of the Property.

“Lease Year” means the period from the Commencement Date through the succeeding 12 full calendar months (including for the first Lease Year any partial month from the Commencement Date until the first day of the first full calendar month) and each successive 12-month period thereafter during the Term.

“Maintain” means to provide such maintenance, repair and, to the extent necessary or appropriate, replacement, as may be needed to keep the subject property in good condition and repair.

“Maintenance” means the act of maintenance, repair, or replacement as needed to Maintain the Premises and also includes utilizing such Buildings or Premises Systems-performance assessment tools or optimizing practices that Landlord in its discretion reasonably deems necessary or appropriate for planning, designing, installing, testing, operating and maintaining the Buildings, Premises Systems and Common Areas in a sustainable, energy efficient manner and providing a safe and comfortable work environment, with a view toward achieving improved overall performance and minimizing impact on the environment.

“Monthly Rent” means the monthly installment of Minimum Annual Rent.

“Mortgage” means any mortgage, deed of trust or other lien or encumbrance on Landlord’s interest in the Property or any portion thereof, including without limitation any ground or master lease if Landlord’s interest is or becomes a leasehold estate.

“Mortgagee” means the holder of any Mortgage, including any ground or master lessor if Landlord’s interest is or becomes a leasehold estate.

“Premises Systems” means any electrical, mechanical, structural, plumbing, heating, ventilating, air conditioning, sprinkler, life safety and security (including alarm system and all site lighting and fencing) systems serving the Premises.

“Property” means the Land, the Buildings, the Common Areas, and all appurtenances to them, as more particularly shown on Exhibits A, A-1, and A-2.

“Reasonable Efforts” means with respect to a given goal, the efforts a reasonable person in the position of the party obligated to perform would use so as to achieve that goal as expeditiously as possible. Such efforts shall not include any actions that would, individually or in the aggregate, cause the party obligated to perform to suffer a detriment out of reasonable proportion to the benefits to such person under this Lease, including an incurrence of unreasonable costs.

“Removal Period” means a ten (10)-day period beginning on the day after the Expiration Date during which Tenant may remove personal property and fixtures from the Leased Premises, as further described in Section 23 of this Lease.

“Rent” means the Minimum Annual Rent and any other amounts payable by Tenant to Landlord under this Lease.

“Taken” or “Taking” means acquisition by a public authority having the power of eminent domain by condemnation or conveyance in lieu of condemnation.

“Transfer” means (i) any assignment, transfer, pledge or other encumbrance of all or a portion of Tenant’s interest in this Lease, (ii) any sublease, license or concession of all or a portion of Tenant’s interest in the Premises, or (iii) any transfer of a controlling interest in Tenant.


“Transfer Event” means any instance in which ownership of the Premises is transferred.

PLAN SHOWING PREMISES

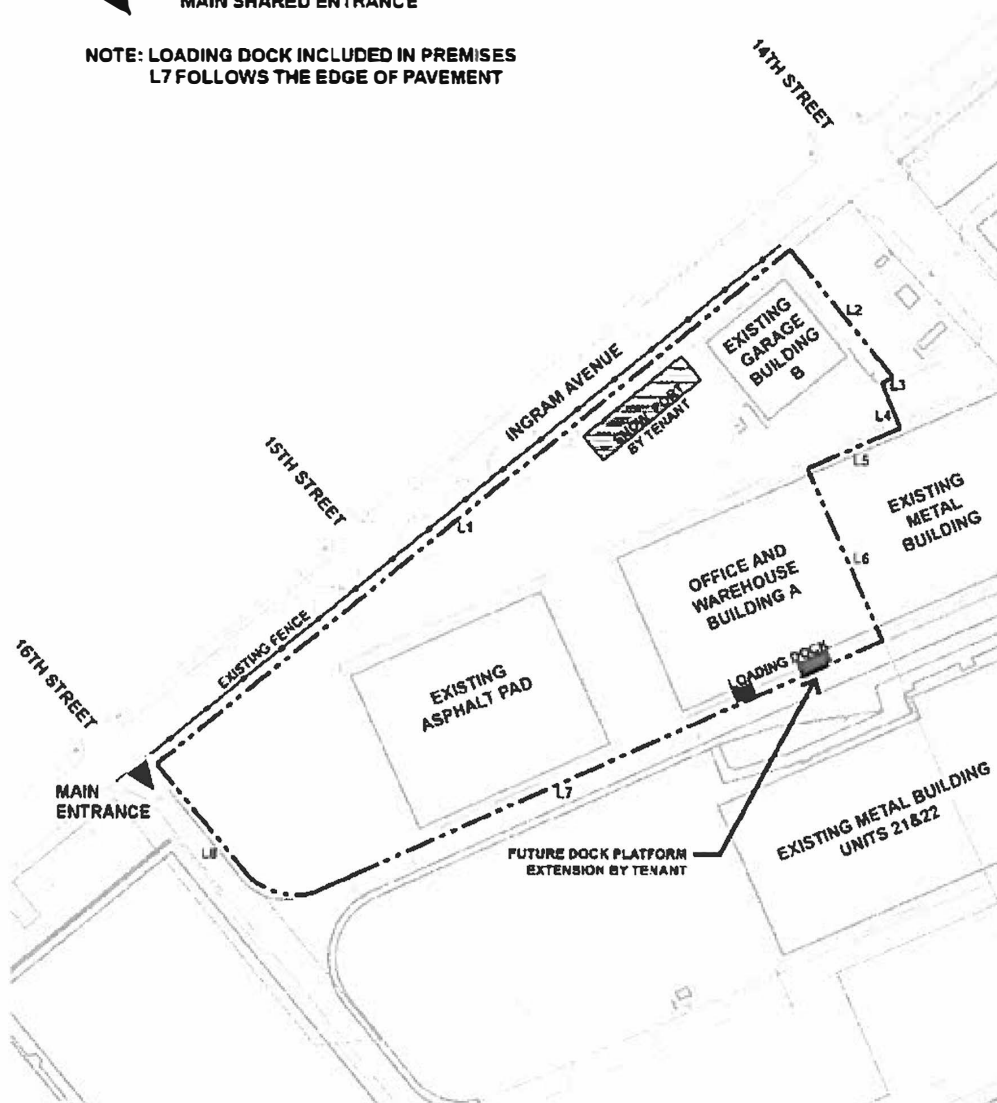
CITY CENTRAL LEASING EXHIBIT

EXHIBIT A - PREMISES

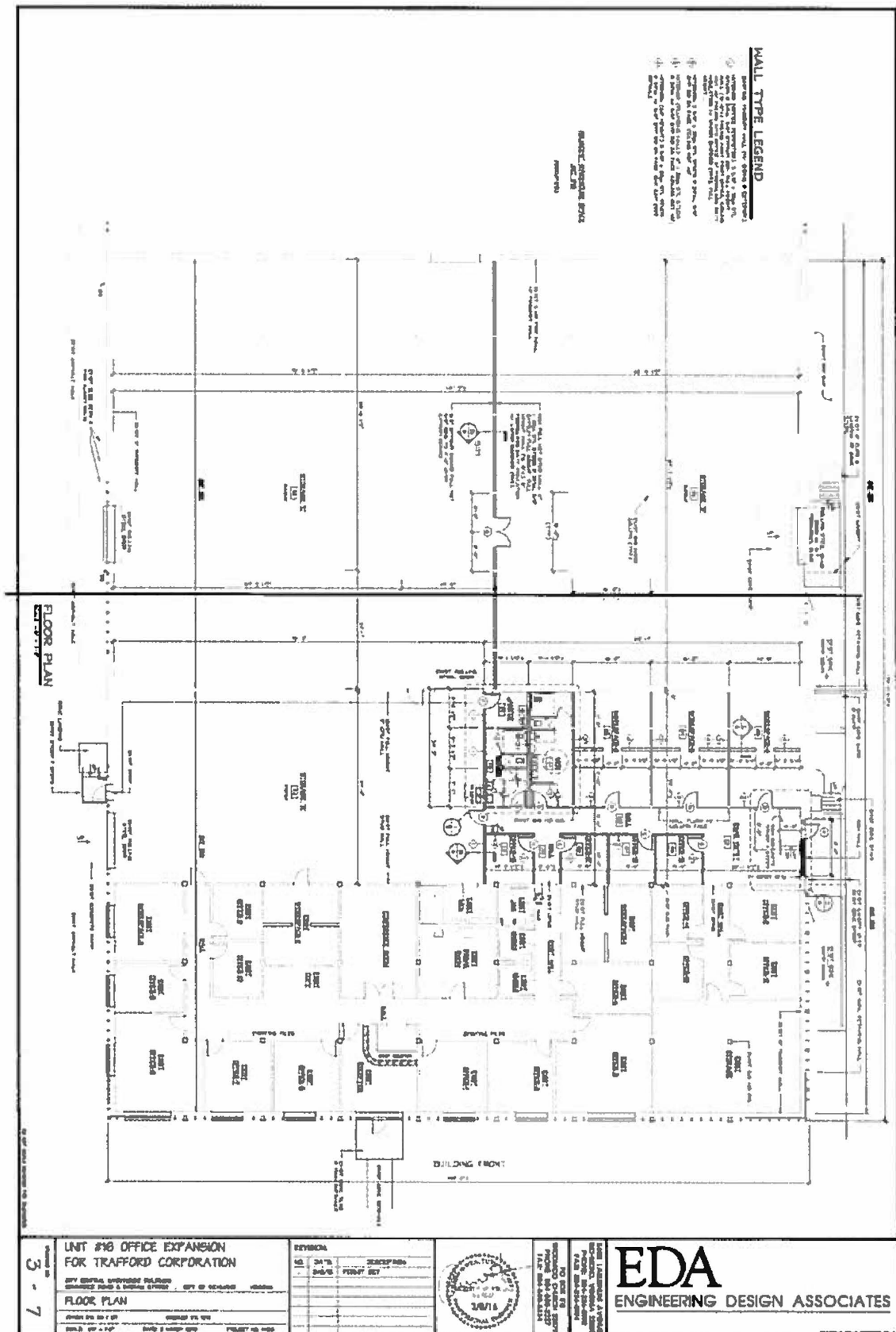
LEGEND

-  LEASE PREMISE LINE
 EXISTING FENCE
 MAIN SHARED ENTRANCE

**NOTE: LOADING DOCK INCLUDED IN PREMISES
L7 FOLLOWS THE EDGE OF PAVEMENT**



BUILDING A



BUILDING B

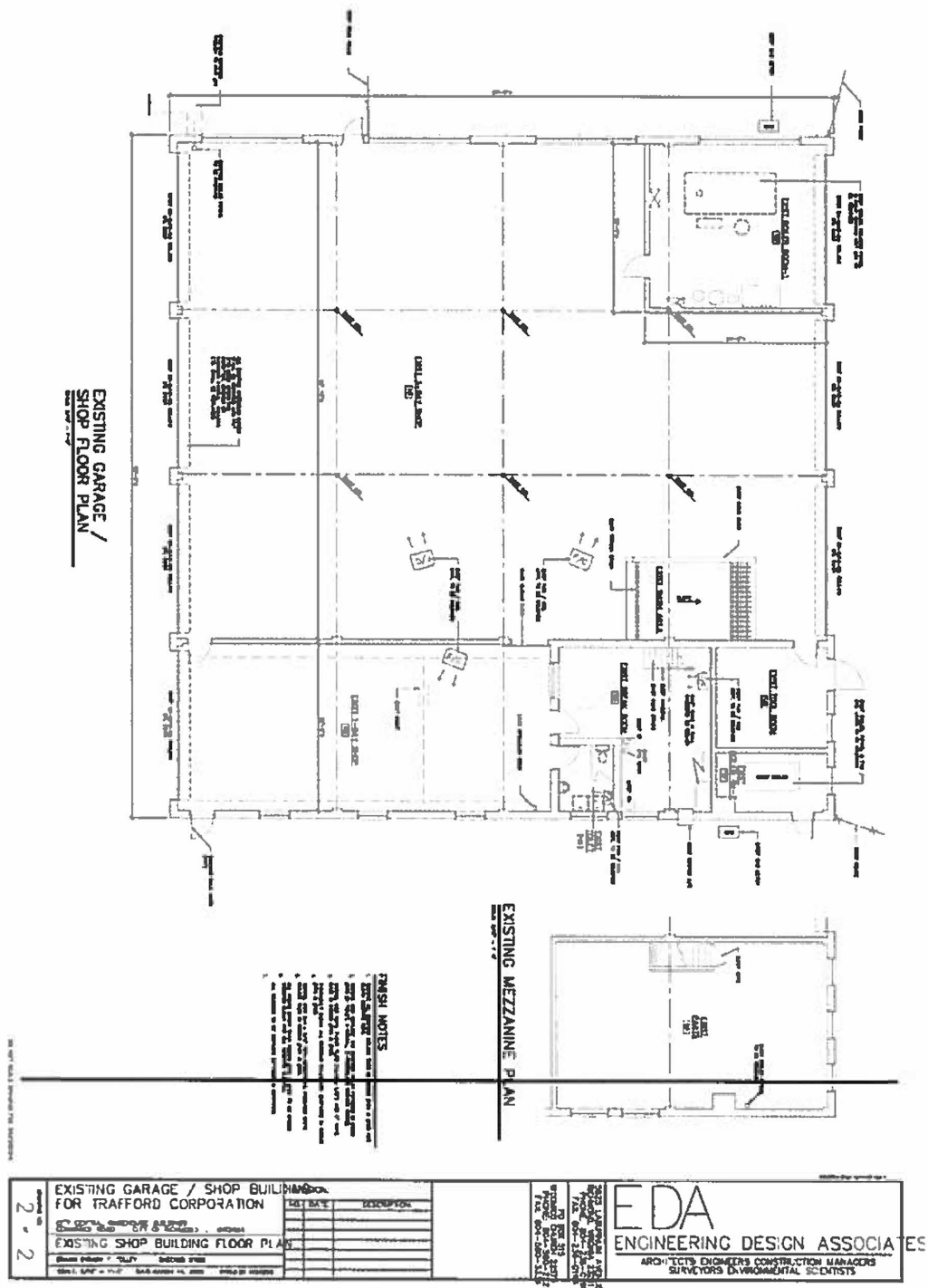






EXHIBIT "A-2"

COMMON AREAS

CITY CENTRAL LEASING EXHIBIT

EXHIBIT A-2 - COMMON AREAS AND ACCESS

LEGEND

- LEASE LINE
-  PRIMARY ACCESS AND COMMON AREA
-  SECONDARY ACCESS
-  ALTERNATE ACCESS
-  EXISTING CITY OWNED PROPERTY

NOTE: ALTERNATE ACCESS IS CONDITIONAL

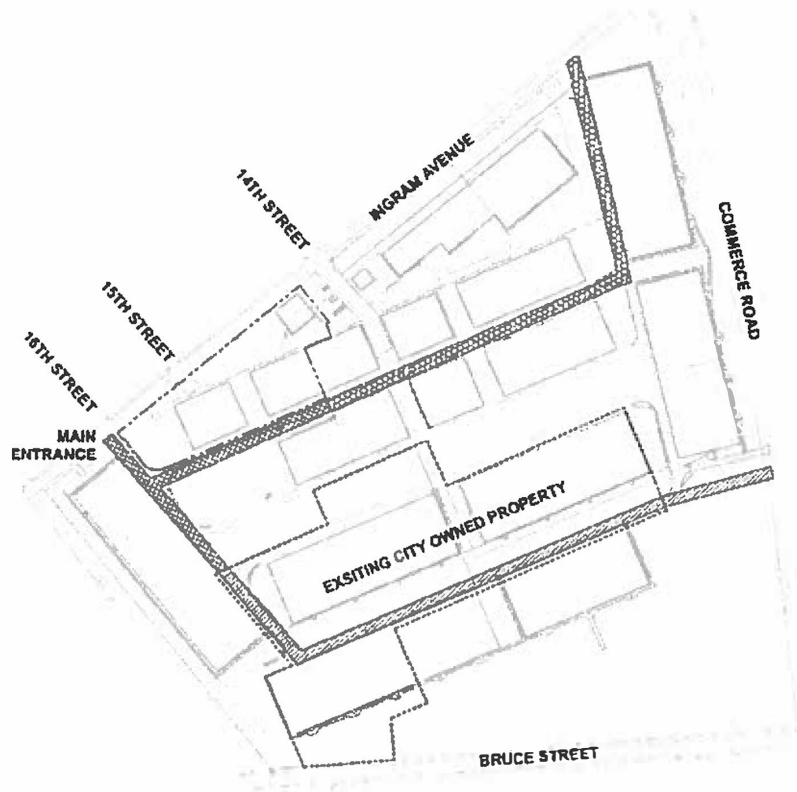


EXHIBIT "B"

BUILDING RULES

1. Any sidewalks, lobbies, passages and stairways outside of the Premises shall not be obstructed or used by Tenant for any purpose other than ingress and egress from and to the Premises. Landlord shall in all cases retain the right to control or prevent access to such areas by all persons, other than Tenant, whose presence, in the reasonable judgment of Landlord, shall be prejudicial to the safety, peace or character of the Property.
2. The toilet rooms, toilets, urinals, sinks, faucets, plumbing or other service apparatus of any kind shall not be used for any purposes other than those for which they were installed, and no sweepings, rubbish, rags, ashes, chemicals or other refuse or injurious substances shall be placed therein or used in connection therewith or left in any lobbies, passages, elevators or stairways.
3. Tenant shall not impair in any way the fire safety system and shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord, any governmental agency or any insurance company insuring either of the Buildings, including without limitation the insurer's Red Tag Permit System, Hot Work Permit System and all other fire protection impairment procedures. No person shall go on the roof without Landlord's prior written permission.
4. Skylights, windows, doors and transoms shall not be covered or obstructed by Tenant, and Tenant shall not install any window covering which would affect the exterior appearance of the Building, except as approved in writing by Landlord. Tenant shall not remove, without Landlord's prior written consent, any shades, blinds or curtains in the Premises.
5. Without Landlord's prior written consent, Tenant shall not hang, install, mount, suspend or attach anything from or to any sprinkler, plumbing, utility or other lines. If Tenant elects to seal the floor, Tenant shall seal the entire unfinished floor area within the Premises.
6. **[Intentionally Deleted].**
7. Tenant shall not use nor keep in Building A any matter having an offensive odor or which may negatively affect the indoor air quality of Building A, nor explosive or highly flammable material, nor shall any animals other than handicap assistance dogs in the company of their masters be brought into or kept in or about the Property.
8. If Tenant desires to introduce electrical, signaling, telegraphic, telephonic, protective alarm or other wires, apparatus or devices, Landlord shall direct where and how the same are to be placed, and except as so directed, no installation boring or cutting shall be permitted. Landlord shall have the right to prevent and to cut off the transmission of dangerous current of electricity into or through Building A or the Premises, and further to require compliance with such reasonable rules as Landlord may establish relating thereto, except that any such rules and regulations necessitating an appropriation of funds by the City Council to ensure Tenant's compliance shall be deemed unreasonable. In the event of non-compliance with the requirements or rules, Landlord shall notify Tenant in writing of such non-compliance, which notice Landlord may give by email, and shall have the right within forty-eight (48) hours after such notice, and if Tenant has still failed to comply, to cut wiring or to do what it considers necessary to remove the danger or electrical interference with apparatus in any part of Building A. All wires installed by Tenant must be clearly tagged at the distributing boards and junction boxes and elsewhere where required by Landlord, with the number of the office to which said wires lead, and the purpose for which the wires respectively are used, together with the name of the concern, if any, operating same.
9. Tenant shall not place weights anywhere beyond the safe carrying capacity of the Building.
10. The use of rooms as sleeping quarters is strictly prohibited at all times.

11. **[Intentionally Deleted].**

12. If Landlord designates either of the Buildings as non-smoking buildings, Tenant and its Agents shall not smoke in such Building(s) or at their entrances and exits or in any other areas around the Building(s) designated by Landlord as non-smoking areas.

13. If at Tenant's request, Landlord consents to Tenant having a dumpster at the Property, Tenant shall locate the dumpster in the area designated by Landlord and shall keep and maintain the dumpster clean and painted with lids and doors in good working order and, at Landlord's request, locked.

14. Tenant shall provide Landlord with a written identification of any vendors engaged by Tenant to perform services for Tenant at the Premises (examples: cleaners, security guards/monitors, trash haulers, telecommunications installers/maintenance).

15. Tenant shall comply with any move-in/move-out rules provided by Landlord.

16. Tenant shall cause all of Tenant's Agents to comply with these Building Rules.

17. Landlord reserves the right to rescind, suspend or modify any rules or regulations and to make such other reasonable rules and regulations as, in Landlord's reasonable judgment may from time to time be needed for the safety, care, maintenance, operation and cleanliness of the Property. Notice of any action by Landlord referred to in this section, given to Tenant, shall have the same force and effect as if originally made a part of the foregoing Lease. New rules or regulations shall not, however, be inconsistent with the proper and rightful enjoyment of the Premises by Tenant under the Lease, and any new rule or regulation that necessitates an appropriation of funds by the City Council to ensure Tenant's compliance shall be deemed unreasonable.

18. These Building Rules are not intended to give Tenant any rights or claims in the event that Landlord does not enforce any of them against any other tenants or if Landlord does not have the right to enforce them against any other tenants and such non-enforcement will not constitute a waiver as to Tenant.

EXHIBIT "C"

TENANT ESTOPPEL CERTIFICATE

Please refer to the documents described in Schedule 1 hereto, (the "Lease Documents") including the "Lease" therein described; all defined terms in this Certificate shall have the same meanings as set forth in the Lease unless otherwise expressly set forth herein. The undersigned Tenant hereby certifies that it is the tenant under the Lease. Tenant hereby further acknowledges that it has been advised that the Lease may be collaterally assigned in connection with a proposed financing secured by the Property and/or may be assigned in connection with a sale of the Property and certifies both to Landlord and to any and all prospective mortgagees and purchasers of the Property, including any trustee on behalf of any holders of notes or other similar instruments, any holders from time to time of such notes or other instruments, and their respective successors and assigns (the "Beneficiaries") that as of the date hereof:

1. The information set forth in attached Schedule 1 is true and correct.
2. Tenant is in occupancy of the Premises and the Lease is in full force and effect, and, except by such writings as are identified on Schedule 1, has not been modified, assigned, supplemented or amended since its original execution, nor are there any other agreements between Landlord and Tenant concerning the Premises, whether oral or written.
3. All conditions and agreements under the Lease to be satisfied or performed by Landlord have been satisfied and performed.
4. Tenant is not in default under the Lease Documents, Tenant has not received any notice of default under the Lease Documents, and, to Tenant's knowledge, there are no events which have occurred that, with the giving of notice and/or the passage of time, would result in a default by Tenant under the Lease Documents.
5. Tenant has not paid any Rent due under the Lease more than 30 days in advance of the date due under the Lease and Tenant has no rights of setoff, counterclaim, concession or other rights of diminution of any Rent due and payable under the Lease except as set forth in Schedule 1.
6. To Tenant's knowledge, there are no uncured defaults on the part of Landlord under the Lease Documents, Tenant has not sent any notice of default under the Lease Documents to Landlord, and there are no events which have occurred that, with the giving of notice and/or the passage of time, would result in a default by Landlord thereunder, and that at the present time Tenant has no claim against Landlord under the Lease Documents.
7. Except as expressly set forth in Part G of Schedule 1, there are no provisions for any, and Tenant has no, options with respect to the Premises or all or any portion of the Property.
8. No action, voluntary or involuntary, is pending against Tenant under federal or state bankruptcy or insolvency law.
9. The undersigned has the authority to execute and deliver this Certificate on behalf of Tenant and acknowledges that all Beneficiaries will rely upon this Certificate in purchasing the Property or extending credit to Landlord or its successors in interest.
10. This Certificate shall be binding upon the successors, assigns and representatives of Tenant and any party claiming through or under Tenant and shall inure to the benefit of all Beneficiaries.

IN WITNESS WHEREOF, Tenant has executed this Certificate this ____ day of _____, 2__.

Approved as to form:



Neil Gibson
Senior Assistant Attorney

Name of Tenant: _____

By: _____

Title: _____

SCHEDULE 1 TO TENANT ESTOPPEL CERTIFICATE

Lease Documents, Lease Terms and Current Status

- A. Date of Lease:
- B. Parties:
 - 1. Landlord:
 - 2. Tenant:
- C. Premises:
- D. Modifications, Assignments, Supplements or Amendments to Lease:
- E. Commencement Date:
- F. Expiration of Current Term:
- G. Option Rights:
- H. Security Deposit Paid to Landlord: \$
- I. Current Minimum Annual Rent: \$
- J. Current Additional Rent: \$
- K. Current Total Rent: \$
- L. Square Feet Demised:

EXHIBIT "D"

MEMORANDUM OF LEASE

PREPARED BY AND
AFTER RECORDING RETURN TO:
Office of the City Attorney
Attn: Rena Diebel
900 East Broad Street, Room 400
Richmond, Virginia 23219

Tax Map ID No. _____

**THIS MEMORANDUM IS EXEMPT FROM RECORDATION TAXES UNDER
SECTION 58.1-811(A)(3) OF THE CODE OF VIRGINIA (1950) AS AMENDED.**

MEMORANDUM OF LEASE

This memorandum of a certain unrecorded lease agreement (the "Agreement") is made this ____ day of _____, 20__, between _____, a Virginia limited liability company, herein referred to as Landlord (a grantor for indexing purposes), and the **CITY OF RICHMOND**, a municipal corporation of the Commonwealth of Virginia, herein referred to as Tenant (a grantee for indexing purposes), whose address is 900 East Broad Street, Richmond, Virginia 23219.

1. Landlord is the owner of that certain parcel of real property located at _____, Richmond, Virginia, shown on the Tax Map for the City of Richmond, Virginia as Tax Parcel No. _____ (the "Property"), as well as all improvements thereon.
2. For and in consideration of the sum of Ten Dollars cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged by Landlord, Landlord hereby grants and leases to Tenant, and Tenant hires the same from Landlord, a total of _____ square feet within the Property for Tenant's exclusive use, together with all rights, improvements, and appurtenances thereto (the "Premises"), as substantially described in Exhibit A attached hereto.
3. The term of the lease will commence on _____ and will end on _____.
4. The terms, covenants, and provisions of the Agreement, of which this is a memorandum, shall extend to and be binding upon the respective administrators, successors and assigns of Landlord and Tenant.
5. This Memorandum of Lease is subject to all of the terms, conditions and understandings set forth in the Agreement, which are incorporated herein by reference and made a part hereof. This Memorandum of Lease is not a complete summary of the Agreement, and the provisions of this Memorandum of Lease shall not be used in interpreting the provisions of the Agreement. In the event of a conflict between this Memorandum of Lease and the Agreement, the Agreement shall control.

WITNESS the following signatures and seals:

LANDLORD:

_____, a Virginia limited liability company.

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, in his capacity as _____, on behalf of Scripps Media, Inc.

My commission expires _____

Notary Public

Notary Registration No.: _____

The foregoing Memorandum of Lease from _____, a Virginia limited liability company, to the CITY OF RICHMOND, a municipal corporation and political subdivision of the Commonwealth of Virginia, is hereby accepted this _____ day of _____, 20____, pursuant to the authority granted by Ordinance No. _____, adopted _____.

TENANT:

CITY OF RICHMOND
A municipal corporation

By: _____

Acting Chief Administrative Officer

Prepared and approved as to form:



Neil Gibson
Senior Assistant Attorney

GRANTEE ADDRESS:

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

PLAN SHOWING PREMISES

EXHIBIT A - PREMISES

**NOTE: LOADING DOCK INCLUDED IN PREMISES
L7 FOLLOWS THE EDGE OF PAVEMENT**

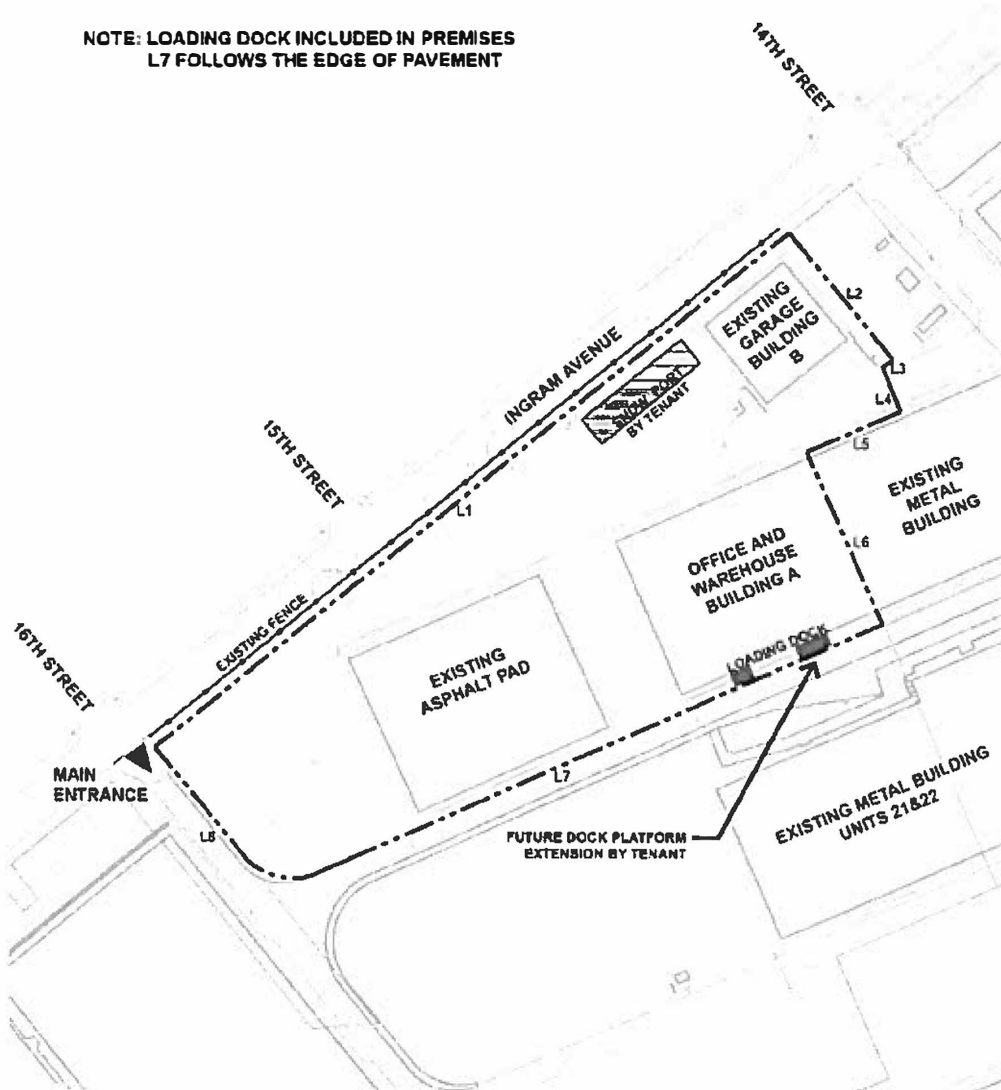





EXHIBIT "E"

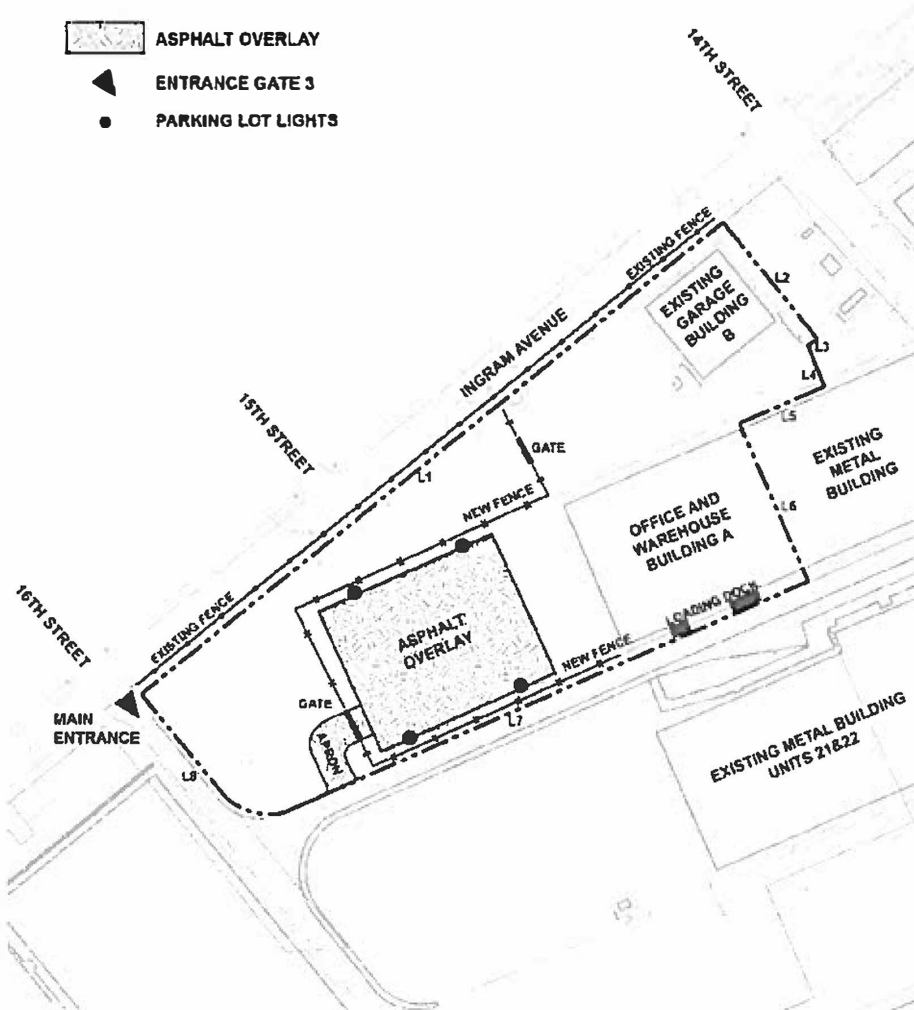
DESCRIPTION OF LANDLORD WORK

CITY CENTRAL LEASING EXHIBIT

EXHIBIT E - DESCRIPTION OF LANDLORD WORK

LEGEND

- LEASE LINE
- EXISTING FENCE
- NEW FENCE
-  ASPHALT OVERLAY
-  ENTRANCE GATE 3
-  PARKING LOT LIGHTS



DPW Facilities Management Operations Center

1410 Ingram Ave.

Richmond, VA 23224

Fence Scope of Work

- 98' of 6' high galvanized chain link fence with 3 strands of barbwire & (1) 16' double swing gate
- Replace 110' of 6 strands of barbwire
- 6' high chain link fence repairs
- 630' of 8' high galvanized chain link fence with 3 strands of barbwire 18" single coil razor ribbon and (1) 16' aluminum cantilever slide gate that will be motor operated to include the following
- (1) Lift Master SL 585 1/2 hp motor gate operator
- (1) LM photo eye safety device
- 1) LM contact edge safety device
- (2) Saw cut vehicle detection loops one for safety and one for free exit
- (1) 1'x1'x1' concrete pad for gooseneck pedestal
- (1) Knox key switch emergency gate opener

Exclusions: Line voltage/ power, install of conduits and access control equipment.

Standard Exclusions: Bonding, Electrical Wiring, Surveying and/or Engineered As-Builts, Marking Private Utilities, Grounding of Fence, Excavation in Rock or Concrete, Clearing, Grading, Welding, Removal of Digging Spoils or Existing Fence, Core Drilling, Seeding, Traffic Control, Bollards, Knox Box, Permits, Inspections, and Demolition

DPW Facilities Management Operations Center

1410 Ingram Ave.

Richmond, VA 23224

Parking Lot Rehab Scope of Work

2" Asphalt Removal and Disposal for 6 Previously Identified Patch Areas

Estimated 1" Asphalt Leveling Course

2" Asphalt Replacement and Compaction

Layout and Stripe Pavement Markings

Clarifications:

- Asphalt is priced per ton placed on site. Quantities given are estimated. Estimated tons could change due to on site conditions.
- **General Description, Information and Exclusions.**
 - 1: For the patch areas will remove and haul away the existing asphalt, utilizing the milling process
 - 2: After milling the remaining asphalt surface will be swept clean using power broomed equipment
 - 3: CRS-1 tack will then be applied per manufacturers recommendation. .05 to .10 gal. per square yard (typically).
 - 4: All asphalt materials will come from VDOT approved supplier.
 - 5: Work area will be delineated with cones while on-site work is taking place.
 - 6: Upon driving on your new asphalt parking lot, whether seal coated or newly paved, we recommend avoiding turning your wheels, unless your car is in-motion. The new asphalt will still be in a curing phase and the friction from turning your wheels, while in-place, may cause "scuffing" and/or turn marks. These scuffs and turn marks will eventually fade as they blend in with the surrounding surfaces over time. This is normal for all new asphalt surfaces.
 - 7: ~~Exclusions:~~ Undercut of poor sub-base material of any kind, placement of stone, traffic control, concrete repairs, ~~signs, striping, towing,~~ notification to tenants of pending work, Engineering, testing, inspection services, removal of dumpsters and any stored items within work limits, or any other items or services not described above.
 - 8: If prices are accepted, the terms and conditions of this quotation shall be made part of all contracts, subcontracts and agreements.

DPW Facilities Management Operations Center

1410 Ingram Ave.

Richmond, VA 23224

Parking Lot Pole Lights Scope of Work

- Provide and install:
 - 4 new LED light poles as per drawing 20370 lumens per pole
 - 4 new 3-foot-tall concrete pole bases.
 - Directional bore between the poles and building.
 - Time clock
 - 1 - 120-volt 20-amp circuit to one gate controller.
 - Underground raceway to one key pad pedestal from gate controller.(app.20 feet)
 - 1-1/4 underground raceway from building to gate controller for controls.
 - Underground raceway for power to gate controller.
 - 2- 1-inch raceway for extra low voltage work back to building.
 - Terminate and test.

Exclusions:

- Overtime or afterhours
- Engineering fees and drawings
- Permit