

Deed of Lease

This DEED OF LEASE (this "Lease") is dated the 15th day of March, 2023, by and between CITY OF HAMPTON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, as Grantor ("Landlord"), and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF GENERAL SERVICES, as Grantee ("Tenant"), with approval of the Governor pursuant to § 2.2-1149 of the Code of Virginia (1950), as amended.

WITNESSETH:

For and in consideration of the terms, conditions, covenants, promises and agreements herein made, Landlord leases to Tenant the following property or premises, together with full rights of ingress and egress, in the City of Hampton, Virginia, more particularly described as:

Approximately 100 rentable square feet known as Office Number 656 (the "Premises") located on the 6th floor of the Ruppert L. Sargent Building, 1 Franklin Street, Hampton, Virginia 23669 (the "Building"), along with the non-exclusive use of any parking spaces in the City's parking garage located at the corner of Settlers Landing Road and Museum Drive

A sketch of the space plan of the Premises is attached hereto as Exhibit A.

1. **LANDLORD'S REPRESENTATIONS AND WARRANTIES.** Landlord represents and warrants that the following are true and accurate, and shall be true and accurate on the Possession Date (hereinafter defined) and the Commencement Date (hereinafter defined):
 - a. Organization, Power, Authorization. Landlord is municipal corporation of the Commonwealth of Virginia, with all requisite powers and all governmental authorizations to conduct its business and to enter into and perform its obligations hereunder. This Lease is duly authorized, executed, and delivered by all necessary action on the part of Landlord, constitutes the valid and binding agreement of Landlord, and is enforceable in accordance with its terms.
 - b. No Conflict or Defaults with Other Agreements. The completion of the transactions contemplated by this Lease, and the fulfillment of the terms hereof, will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which Landlord is a party or by which it or the Premises, the Building or the Common Areas (as defined in Section 10) is bound, or any judgment, decree, order, or award of any court, governmental body or arbitrator, or any law, rule or regulation applicable to Landlord or the Premises.
 - c. No Consents. No consent of any lender or any other third party is required for Landlord to enter into this Lease or if such consent is required, such consent has been obtained or will be obtained prior to the Commencement Date.

- d. Title; Permits. Landlord is the sole owner of good and marketable fee simple title to the Premises, the Building and the Common Areas. Landlord possesses all licenses, permits and approvals required by any governmental, non-governmental or quasi-governmental body having jurisdiction over the Premises, the Building or the Common Areas, for the ownership, operation and use of the Premises, the Building or the Common Areas for the uses identified in Section 2 below.
- e. Pending Litigation; Solvency. There are no actions or suits in law or equity, or proceedings by any governmental agency, now pending, or, to the knowledge of Landlord, threatened against Landlord in connection with the Premises, the Building or the Common Areas, and there is no outstanding order, writ, injunction or decree of any court or governmental agency affecting the Premises, the Building or the Common Areas. Landlord has received no notice of any pending or threatened litigation, or other judicial proceeding, affecting the Premises, the Building and the Common Areas including without limitation, condemnation, exercise of the right of eminent domain or bankruptcy. There is not now pending any appeal or application to appeal current or past real or personal property tax assessments. Landlord is not now insolvent nor will Landlord become insolvent as a result of the transactions contemplated by this Lease.
- f. Zoning and Regulations; Condemnation. Landlord has no knowledge of any federal, state or municipal zoning or other restrictions, rules, or regulations that prevent the utilization of the Premises, the Building or the Common Areas for the uses contemplated herein; there are no eminent domain, condemnation or regulatory enforcement proceedings pending against the Premises, the Building or the Common Areas or any portions thereof, and Landlord has no knowledge of such proceedings or of any intentions or plans, definite or tentative, that such proceedings might be instituted. Landlord has not made and will not make any proffers or other commitments relating to the Premises, the Building or the Common Areas which would impose any obligation on Landlord, Tenant or their successors and assigns, to make any contribution of money or dedications of land or to construct, install or maintain any improvements of a public or private nature on or off the Premises.
- g. If any of the representations and warranties set forth in this Section 1 were not true in all material respects as of the date made, or as of the Commencement Date (as defined in Section 3), Tenant may terminate this Lease upon written notice to Landlord.
- h. The representations and warranties in this Section 1 shall survive until the earlier of the expiration of the Term (as that term is defined in Section 17) or the termination of this Lease prior to the expiration of the Term pursuant to the terms of this Lease.

2. **USE OF PREMISES.**

- (a) Role of Department of General Services. The Department of General Services, through its Division of Real Estate and Facilities Management, is responsible for the leasing of space for the use of agencies of the Commonwealth of Virginia. The Department of General Services, as Tenant herein, does not contemplate that it will use or occupy the Premises or the Common Areas itself, but rather that the Premises or the Common Areas will be used and occupied by one or more agencies of the Commonwealth of Virginia as designated by Tenant (herein, "Occupant" or, collectively, "Occupants"), and that such designation may change over the Term of this Lease, upon notice to the Landlord. No such designation shall be deemed a subletting or assignment of this Lease and Tenant shall remain the tenant hereunder. Landlord acknowledges that no such designation or occupancy creates any contractual relationship between Landlord and an Occupant. Occupant(s) shall have the benefit of any rights of Tenant associated with this Lease. Each Occupant, with respect to its space, is authorized to deal directly with Landlord concerning routine maintenance and repairs, building access, entry of Landlord onto its Premises and similar matters; provided, however, that nothing herein prevents Tenant from dealing directly with Landlord as to any such matters. Landlord shall deal solely with Tenant as to change orders, major repairs, insurance, untenability, breaches or defaults, termination, extensions of the Term (including the Option Terms, the Renewal Terms, and any Holdover), and additional charges imposed by Landlord (as may be authorized by this Lease or subsequent agreement of the parties). The initial Occupant is Department of Small Business and Supplier Diversity ("DSBSD") ("Initial Occupant").
- (b) Permitted Uses. The Premises shall be used as general offices or for such purposes as the Occupant(s) may now or hereafter be empowered or authorized by law to use same, provided that such uses are consistent with the zoning regulations and ordinances applicable to the Building.

3. **TERM.**

- (a) The parties acknowledge that Tenant is currently occupying the Premises under a prior deed of lease, related to the Premises, dated March 28, 2017 (the "Prior Lease"). The Prior Lease is currently in a month-to-month tenancy. The parties agree that the Prior Lease shall terminate on the Commencement Date and that the Prior Lease shall thereupon be of no further force or effect.
- (b) The initial term of this Lease (the "Initial Term") shall be Two (2) years, commencing on April 1, 2023 (the "Commencement Date") regardless of the date executed, and terminating on March 31, 2025.

4. **RENT.**

- (a) Amount and Payment. Subject to the terms of this Lease, Tenant shall pay Landlord the sum of One Thousand Eight Hundred and 00/100 Dollars (\$1,800.00) as rent (the "Rent") for the Initial Term which shall be paid in arrears, in quarterly installments of Four Hundred Fifty and 00/100 Dollars (\$450.00), beginning on the 10th day of the subsequent month following the month of the Commencement Date and each quarter thereafter for which Rent is payable during the Term; provided, however, that payment of Rent shall be withheld until the completion and remittance of the W9_COVA Substitute form to Tenant, a sample of which is provided in Exhibit D. The payment of all Rent to any such person or entity and to any such address as Landlord may designate shall be in accordance with the information as completed on the submitted W9_COVA Substitute form. If Landlord chooses to make modifications to any such person or entity or to change the address associated with the payment of Rent, Landlord must resubmit either, a new W9_COVA Substitute form or other acceptable documentation as determined by Tenant's fiscal department, to Tenant. Any Rent due for a partial month during the Term shall be equitably prorated based upon a thirty (30) calendar day month.
- (b) Full Service. Except as may otherwise be specifically provided in this Lease, the Rent is based on a full service lease, including all Common Areas maintenance, repair and capital improvements, management fees, Landlord insurance, real estate taxes, utilities, and janitorial expenses, with no pass-throughs.
- (c) Security Deposit. No security deposit shall be required.
- (d) Intentionally deleted.
- (e) Intentionally deleted.
- (f) Intentionally deleted.

5. **POSSESSION AND CONDITION OF PREMISES.**

- (a) Quiet Possession and Enjoyment. Landlord shall deliver quiet possession of the Premises, the Building and the Common Areas to Tenant on the Commencement Date and shall provide quiet enjoyment of the Premises, the Building and the Common Areas to Tenant during the Term.
- (b) Building and Occupancy Codes; Condition Suitable for Intended Use. On the Commencement Date, Landlord shall deliver the Premises, the Building and the Common Areas to Tenant in good repair, in compliance with all applicable building and occupancy codes, and in a condition suitable to the use for which it is leased.
- (c) Landlord Entry. Landlord, and its employees, agents and contractors, shall have the right to enter and pass through any part of the Premises, without prior notice,

only in the case of an emergency and to provide full services consistent with this Lease. If Landlord, or Landlord's employees, agents or contractors, must enter the Premises in the case of an emergency, then as soon as practicable before or after such emergency entrance, Landlord, or Landlord's agent, shall contact DSBSD Deputy Director, Vernice Love (Telephone: 804-786-3100). This contact person may be changed by proper notice to Landlord which may be oral or by electronic means. Tenant may direct Landlord to give such notice to a contact person with each Occupant whose portion of the Premises has been subject to an emergency entry. Notwithstanding anything to the contrary contained in this Lease, any entry into the Premises by Landlord or Landlord's employees, agents, or contractors, shall be in accordance with all health and safety guidelines, regulations and protocols established or implemented by Tenant or the Commonwealth of Virginia, as such guidelines, regulations and protocols may be modified from time-to-time. Tenant shall have the right to have an employee or agent accompany any entry by Landlord or Landlord's employees, agents, or contractors into the Premises.

- (d) Asbestos. Landlord represents, warrants, and covenants that (i) the Premises, the Building and the Common Areas are free of friable asbestos that is not managed under a management plan prepared by an Asbestos Management Planner licensed by the Virginia Department of Professional and Occupational Regulation; and (ii) any friable asbestos discovered in or on the Building or the Premises shall be promptly and properly removed by Landlord, at Landlord's sole expense, in compliance with applicable federal, state and local laws and regulations, provided that, if the asbestos was introduced into the Premises by Tenant or an Occupant, the cost of the removal thereof during the Term shall be at Tenant's expense. Landlord has delivered to Tenant a complete, true, and accurate copy of Landlord's asbestos inspection report of the Building prepared by a licensed inspector.
- (e) Lead. Landlord represents, warrants, and covenants that (i) the Premises, the Building and the Common Areas are free of lead or lead-containing paint; and (ii) any lead or lead-containing paint discovered in or on the Building or the Premises shall be promptly and properly removed by Landlord, at Landlord's sole expense, in compliance with applicable federal, state and local laws and regulations, provided that, if the lead or lead-containing paint was introduced into the Premises by Tenant, the cost of the removal thereof during the Term shall be at Tenant's expense. Landlord has delivered to Tenant a complete, true and accurate copy of Landlord's lead or lead-containing paint inspection report of the Building prepared by a licensed inspector.
- (f) Phenylmercuric Acetate Flooring. Landlord represents, warrants, and covenants that the Building was constructed in 2002, and is and has always been an office building, primarily with carpeted flooring throughout, except for certain portions of the Common Areas (i.e. 1st floor entry; restrooms) and a print shop on its 3rd floor. To the best of Landlord's knowledge and belief, Landlord represents, warrants, and covenants that: (i) the Premises, the Building and the Common Areas

are free of any flooring systems using the compound Phenylmercuric Acetate (“PMA”); and (ii) any flooring using PMA discovered in or on the Premises, Building or Common Areas shall be promptly and properly removed by Landlord, at Landlord’s sole expense, in compliance with applicable federal, state and local laws and regulations, provided that, if the flooring system containing PMA was introduced into the Premises by Tenant, the cost of the removal thereof during the Term shall be at Tenant’s expense. Landlord has delivered to Tenant a complete, true and accurate copy of Landlord’s PMA flooring inspection report of the Building prepared by a licensed inspector.

- (g) Covenants. If any of the covenants, representations or warranties set forth in this Section 5 were not true as of the date made or as of the Commencement Date, Tenant may terminate this Lease upon written notice to Landlord.
- (h) Survival. The covenants, representations and warranties of Landlord contained in this Section 5 shall survive until the earlier of the expiration of the Term or the termination of this Lease prior to the expiration of the Term pursuant to the terms of this Lease.

6. MAINTENANCE.

- (a) Condition at Commencement Date. Landlord warrants that on the Commencement Date, the Premises, the Building, the Common Areas, and all their respective equipment, including the plumbing, heating, ventilation and air conditioning equipment and systems: (i) shall be in good repair and good working order; and (ii) free of termite or other pest infestation and damage.
- (b) Compliance with Laws and Insurance Requirements. Landlord shall equip the Premises, the Building, and the Common Areas and perform all alterations, replacements, improvements, decontamination, and additions to the Premises, the Building, and the Common Areas and the Landlord equipment upon the Premises, the Building, and the Common Areas, at Landlord's expense, as shall be necessary at any time during the Term of this Lease, to comply with the provisions of federal, state, and local laws and regulations and all insurance requirements pertaining to health, safety, public welfare, and environmental protection, including laws and regulations pertaining to fire alarm and fire suppression system monitoring, life safety systems monitoring, asbestos, carbon monoxide, polychlorinated biphenyls, urea formaldehyde, lead paint, mold, radon, petroleum product storage tanks, and ozone depleting refrigerants, regardless of the effective date of law or regulation unless the Premises, the Building, and the Common Areas are grandfathered from such laws or regulations (except as provided in Section 11). This subsection shall not apply if the necessity for compliance with these laws arises solely and directly from the grossly negligent or willful misconduct of Tenant and its employees and Tenant is found by a court of competent jurisdiction to be liable for such acts under the Virginia Tort Claims Act, or the Commonwealth’s Division of Risk Management consents that Tenant is so liable.

- (c) Compliance with Technical Requirements; HVAC Specifications. It shall be the sole responsibility and obligation of Landlord, at its expense and in accordance with applicable laws, technical publications, manuals and standard procedures, to (i) properly maintain, repair and replace all the structural portions of the Premises and the Common Areas, including foundation, sub-floor, structural walls and roof, as well as to keep the Premises and the Common Areas and all equipment and non-trade fixtures (exclusive of equipment and non-trade fixtures owned by Tenant or an Occupant), in good working order and safe condition and to perform any required repairs, replacements and maintenance, pursuant to the standards set forth in the current edition of the Virginia Maintenance Code (Part III of the Virginia Uniform Statewide Building Code (VUSBC)), and (ii) keep all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the Premises and/or the Common Areas in good repair, condition and working order. As used herein, the word "repair" shall be deemed to include replacement of broken or cracked glass. All equipment and systems (exclusive of equipment and systems owned by Tenant or an Occupant) shall be monitored and maintained to provide reliable, energy efficient service, without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. Landlord shall cause the HVAC System to provide a temperature throughout the Premises and the Common Areas of not less than 68° F nor more than 74° F year round, during regular business hours of the Occupants. Fresh air exchange rates, CO2 levels and ventilation rates shall comply with then -current Virginia Mechanical Code, during Regular Business Hours of the Tenant or Occupant.

“Regular Business Hours” are designated as 8:00 a.m. to 4:30 p.m., 5 days per week, Monday through Friday, excluding Tenant’s holidays, to include but not be limited to: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, the day following Thanksgiving, and Christmas Day. Tenant may request HVAC service after Regular Business Hours by contacting Landlord’s “311 Call Center” at (757) 727-8311 by call or by text, or by submitting a request online at <https://hampton.gov/FormCenter/311-Customer-Call-Center-8/Request-a-Service-47>, specifying the time. Weekend or after Regular Business Hours HVAC service will be provided to Tenant at no additional charge.

- (d) Safety Systems. It shall be the sole responsibility of Landlord to install, maintain, repair, inspect, test and monitor any fire extinguishing systems and equipment, including, without limitation, fire extinguishers and smoke detectors, fire and life safety systems, associated alarm systems and sprinkler systems serving the Premises, the Building and the Common Areas as required by local, state, and federal regulations, law, and code. Inspections and testing of such systems shall occur on an annual basis as required by the current edition of the Virginia Statewide Fire Prevention Code Chapter 9, or successor provisions, and shall be conducted by

a National Fire Protection Association qualified company and inspector. Reports of the inspection and testing shall be provided to Tenant upon request.

- (e) Other Maintenance. All other necessary or required maintenance, monitoring, repairs and replacements to the Premises, the Building and the Common Areas shall be the sole responsibility and expense of Landlord. Landlord's maintenance responsibilities shall include the supply and replacement of all supplies, materials and equipment necessary for such maintenance. Landlord shall provide janitorial services to the Premises and Common Areas five (5) days per week, exclusive of State holidays if the Occupant(s) will not be open for business. Janitorial services shall be provided in accordance with the standard services provided by Landlord for the Building. Janitorial services of a disruptive nature, such as washing/waxing floors and vacuuming, shall be performed after regular business hours or with the consent of the Occupant.
- (f) Tenant's and Occupant's Negligence or Willful Misconduct. Landlord shall not be obligated to make any repairs to the Premises due to damage caused solely and directly by the negligent or willful misconduct of Tenant, Tenant's employees, Occupant, or Occupant's employees.
- (g) Failure to Maintain. If Landlord fails to comply with any of its obligations under this Section 6, or fails to keep, repair and maintain the Premises, the Building, and the Common Areas, including all plumbing, heating, air conditioning, electrical and mechanical devices, the roofing system, and appliances and equipment of every kind or nature affixed to or serving the Premises or the Common Areas, in good repair, condition and working order as provided in this Section 6, then Tenant may give written notice thereof to Landlord. If the failure has not been remedied within ten (10) days following such notice, then Tenant, at its option and with a second written notice to Landlord, may terminate this Lease and all obligations hereunder. No notice of termination shall be given under this Section 6 if Landlord has physically commenced such repairs or is physically causing such repairs to be made, and such repair work is being diligently and continuously pursued to completion in a good and workmanlike manner. Furthermore, if the failure has not been remedied within the time specified above, Tenant shall be entitled to deduct from the Rent, or any installment thereof, the per diem Rent for each day that such failure continues beyond the specified time. The rights of Tenant set out in this Section 6 shall be cumulative, and the exercise of any right shall not exclude the exercise of any other right.

In the case of any repetitive failure of Landlord to comply with its obligations to monitor and maintain any device or system, Tenant may advise Landlord of any subsequent problem or issue with respect to such device or system, in writing, but shall not be required to wait any additional period of time before exercising its rights under this provision.

Notwithstanding the foregoing, if any event occurs that creates an unreasonable risk of injury to person or property, Tenant is authorized, with the consent of Landlord, to procure temporary monitoring or to make temporary repairs to alleviate such risk, at Landlord's expense, which shall be due and payable to Tenant by Landlord within ten (10) days after demand therefor. In the event Tenant fails to obtain the consent required by this provision, Landlord shall only be responsible for those expenses deemed reasonably necessary by the Landlord, at Landlord's sole discretion. The provisions of this Section 6 shall survive until the earlier of the expiration of the Term or any termination of this Lease prior to the expiration of the Term pursuant to the terms of this Lease.

- (h) Snow Removal. When and as snow and/or ice removal become necessary, Landlord shall as promptly as reasonably possible remove all snow and ice from all walkways, loading areas and parking areas and the Common Areas.
- (i) Access. Subject to all applicable laws, ordinances, codes and zoning requirements, Tenant and Occupants shall have access to the Building, the Premises, and the Common Areas during normal business hours.

7. **DAMAGE OR DESTRUCTION OF THE PREMISES.**

- (a) Termination. If the Premises, the Building or the Common Areas are damaged by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature or other casualty loss, and, in the reasonable opinion of either party, the Premises, the Building or any Common Areas are thereby rendered substantially untenable or unusable, and cannot be reasonably commercially rebuilt within one hundred eighty (180) days following the date of casualty, this Lease shall terminate, at the option of either party, effective on the date of the casualty, upon written notice to the other party, given within thirty (30) days following the casualty.
- (b) Obligation to Repair and Restore. If neither party terminates this Lease as provided in "(a)" above, Landlord shall repair and restore the Building, the Premises, and the Common Areas as promptly as reasonably possible to their former condition, but in any event within one hundred eighty (180) days following the date of casualty. There shall be a proportionate abatement of all Rent and other payments otherwise due to Landlord under the terms of this Lease, for the period during which the said repairs and restoration are being completed, for that portion of the Premises not substantially usable by Tenant during such period (as well as a reasonable abatement of Rent in the event all that Common Area are not substantially usable by Tenant during such period). Landlord shall promptly commence to make all repairs, replacement, restoration, or renovation as required in this subsection and shall thereafter diligently pursue such repairs, replacement, restoration or renovation until completed. If Landlord shall fail to substantially complete all work within the time period herein required, then, in addition to all other rights of Tenant,

Tenant may terminate this Lease by giving fifteen (15) business days written notice to Landlord.

- (c) Insufficient Funds. If Landlord is willing to repair and restore the Building, the Premises, and the Common Areas, but is unable to do so in a manner that is substantially equivalent to the quality and condition of the Building, the Premises, and the Common Areas prior to the casualty, as determined by Tenant in its sole but reasonable discretion, then, unless Landlord and Tenant shall agree on an appropriate reduction to the Rent or other concessions within thirty (30) days following the occurrence of the casualty, Tenant shall have the right to terminate this Lease upon written notice to Landlord.
- (d) The provisions of Section 7(b)(i) shall survive until the earlier of the expiration of the Term or any termination of this Lease prior to the expiration of the Term pursuant to the Terms of this Lease.

8. **ALTERATIONS.**

- (a) Tenant's Right to Make Alterations. Subject to Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, (i) Tenant, at its sole cost and expense, may make alterations and additions to the Premises as Tenant deems proper; provided, however, Tenant shall not make any structural alterations of the roof, foundation or exterior walls; and (2) may install fixtures, partitions and make such other improvements as Tenant may deem proper. The title and ownership of materials used in such permitted alterations and additions, and all fixtures, partitions, and other improvements made and/or installed by Tenant shall remain in Tenant. Upon termination of this Lease, Tenant may, at its option, remove the fixtures, partitions and other improvements made under this Section, in which event any damage to the Premises caused by removal, other than nominal damage (such as screw holes, bracket marks, etc.) shall be repaired by Tenant at its expense. If Tenant elects not to remove the improvements, it shall have no further responsibility for them or their removal, and such improvements shall thereafter be the property of Landlord.

9. **UTILITIES AND SERVICES; INSURANCE; TAXES.**

- (a) Utilities and Services. Landlord shall provide, at Landlord's sole expense, the following utilities and services for the Premises and the Common Areas: heating and air-conditioning as conditions require, electricity, gas, water and sewer, janitorial service and interior trash removal. Landlord shall also provide (if required in the exhibits), or permit Tenant or a telecommunications company to install, telecommunications connections from the public right of way through the Building to the Premises. If Landlord or Landlord's agents, employees, contractors, tenants, licensees or invitees interrupt, discontinue or cause the interruption or discontinuation of any utilities or services reasonably necessary for Tenant's use and enjoyment of the Premises and the Common Areas, in whole or

in part, then Tenant, in addition to any other remedy available under law, at equity, or under this Lease, shall be entitled to deduct from the Rent, or other payments otherwise due to Landlord under the terms of this Lease, the per diem Rent for each day that such interruption or discontinuance remains in effect. If the interruption or discontinuance is caused by Landlord's failure to pay the provider of the utility or service, resulting in the termination of the utility or services by such provider, then Tenant may pay directly to the provider the amount necessary to restore the utility or services, in which event Landlord shall reimburse Tenant all such amounts immediately on demand and / or Tenant shall be entitled to deduct from the Rent, or other payments otherwise due to Landlord under the terms of this Lease or any renewal or extension thereof, the amount of such payment to the provider. Notwithstanding anything to the contrary contained in this Lease, if any disruption of utilities or services, as provided in this Section 9(a), continues for twenty (20) consecutive days, Tenant shall have the right to terminate this Lease by written notice Landlord; provided, however, Tenant shall have no right of termination under this Section 9(a) if such interruption is the result of the negligent or willful misconduct of Tenant. The provisions of this paragraph shall survive until the earlier of the expiration of the Term or any termination of this Lease prior to the expiration of the Term pursuant to the Terms of this Lease.

- (b) Real Estate Taxes. Landlord shall be responsible for and shall timely pay all real estate taxes and charges in lieu of taxes applicable to the Premises, the Building, and the Common Areas. Tenant acknowledges, agrees, and understands that Landlord is a municipal corporation of the Commonwealth of Virginia, and is therefore exempt from any real estate taxes or charges in lieu of taxes for the Premises, Building, and Common Area.

- (c) Insurance. Landlord, at Landlord's expense, shall at all times, keep the Premises, the Building, and the Common Areas insured against damage by fire and other casualties, including lightning, windstorms, tornadoes, earthquakes, civil disturbances, floods, acts of nature and casualty loss, under a broad form extended coverage or similar property loss policy. The policy shall cover one hundred percent (100%) of the replacement cost of the Premises, the Common Areas, and the Building and shall name Tenant as a loss payee, as its interest may appear, and shall contain a waiver of subrogation in favor of Tenant. Landlord is responsible for insuring under this policy one hundred percent (100%) of the replacement cost of all Improvements to the Premises with no deductible or other contribution from the Tenant, and that Tenant shall be added as a loss payee on Tenant's portion of the loss. Landlord hereby acknowledges and agrees that Tenant shall have no liability whatsoever relating to or in connection with any damage covered by the aforesaid insurance policy. In addition, Landlord shall maintain broad form general commercial general liability insurance, including contractual liability and vehicular liability in an amount equal to One Million Dollars (\$1,000,000) per occurrence and Two Million (\$2,000,000) in the aggregate for injury, loss or damage at the Premises, the Building and the Common Areas.

10. **CONDITION OF COMMON AREAS.** “Common Areas” shall mean all exterior areas of the property on which the Building is located, including all loading docks, parking areas and driveways and entrances and exits to and from public streets and the routes to parking areas, the exterior of the Building, all interior areas within the Building that are not leased or intended for lease, and all systems that service the Building and / or any of the aforesaid exterior areas (but excluding those portions of systems that service only portions of the Building and / or any of the aforesaid exterior areas that are leased or intended for lease to third parties). Landlord, at Landlord's sole expense, shall maintain all Common Areas and all systems serving the Common Areas or any part thereof in a good, clean, and safe condition.

11. **ACCESSIBILITY BY PERSONS WITH DISABILITIES.**

(a) Compliance with ADA. In addition to any other requirements or covenants in this Lease, and, notwithstanding any grandfathering permitted under any laws, rules, or regulations, at all times during the Term, Landlord covenants that, as to the Premises and the Common Areas (including but not limited to the parking areas and driveways and entrances and exits to and from public streets and the routes to parking areas) it has fully complied, or will comply, to the fullest extent required by law, with:

(i) the facilities accessibility laws, regulations and standards required by the "Americans With Disabilities Act of 1990", including Titles II and III thereof, and the regulations and standards promulgated thereunder, including the regulations promulgated by the U.S. Department of Justice (28 CFR Part 35, Subpart A-General “2010 Standards” and “2010 ADA Standards for Accessible Design”, September 15, 2010), as amended (the “ADA”), and

(ii) the minimum requirements of the Virginia Uniform Statewide Building Code (VUSBC), Part 1 Virginia Construction Code, as amended, pertaining to access by the physically handicapped and aged persons, including Chapter 11 ("Accessibility") of said VUSBC, which, in part, incorporates the regulations and referenced standards of the U.S. Department of Justice identified above.

To the extent of any conflict among any of the foregoing requirements, in each case the more restrictive of the three (Title II, Title III, or VCC Chapter 11, as referenced above) shall control. Landlord further covenants that, following the date of execution of this Lease, all alterations of the Premises and Common Areas, including parking facilities, and the route to parking facilities shall be undertaken by Landlord in such a manner that the ADA and the regulations and standards promulgated thereunder and the VUSBC are fully complied with to the extent required by law and as herein provided.

If Tenant shall discover that an element of the Premises or the Common Areas, or the construction or design of the Premises, the Common Areas, or the other facilities areas noted above, or alterations thereto, are not in compliance with the requirements herein set forth, Tenant may promptly notify Landlord (or Landlord's agent) in writing detailing both the requirement and the noted deficiency and specifying the action required to bring about compliance.

Should Landlord fail within thirty (30) calendar days following such notice to comply or to propose in writing an alternative for compliance that Tenant deems acceptable, or, alternatively, fail to convince Tenant that compliance is not required, either because such accommodation as would otherwise be required would constitute an undue hardship when measured against the financial resources of Landlord or because the facilities are nevertheless accessible and usable by individuals with disabilities, then Tenant may terminate this Lease by giving three months' written notice to Landlord. The provisions of this paragraph shall survive until the earlier of the expiration of the Term or any earlier termination of this Lease prior to the expiration of the Term pursuant to the terms of this Lease.

- (b) Tenant's Trade Fixtures. The foregoing provisions of this Section 11, as applied to Landlord, shall apply to trade fixtures used or installed by Tenant or Tenant's layout of such trade fixtures to the extent required under all applicable laws.

12. **DISCLOSURES; NON-WAIVER; APPROPRIATIONS.**

- (a) Sovereign Immunity. Landlord agrees, understands and acknowledges that Tenant and Occupant(s) are agencies of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences on or about the Premises the Building or the Common Areas, including product liability, the Commonwealth, Tenant and Occupant(s) are either (i) constitutionally immune (or partially immune) from suit, judgment or liability, (ii) insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices. No provision, covenant or agreement contained in this Lease shall be deemed to be a waiver of the sovereign immunity of the Commonwealth of Virginia, Tenant or Occupant(s), from tort or other liability. Tenant understands and acknowledges that Landlord is a municipal corporation of the Commonwealth of Virginia and that no provision, covenant or agreement contained in this Lease shall be deemed to be a waiver of the sovereign immunity or any applicable rights or defenses of Landlord from tort or other liability.
- (b) No Indemnification. Landlord agrees, understands and acknowledges that Tenant and Occupant(s) have not agreed to provide any indemnification, defense or save harmless agreements running to Landlord.

- (c) Choice of Law. This Lease shall be governed by, and construed according to, the laws of the Commonwealth of Virginia. The parties choose the City of Richmond, Virginia, as the venue for any action instituted pursuant to the terms of this Lease.

- (d) Dissolution or Restructuring of Occupant. Notwithstanding any other provision of this Lease, if an Occupant shall cease to exist, and is not replaced by a successor entity with similar powers and purposes, or its powers and authority are limited so as to not permit the continued use of the Premises for its intended purpose and use, as determined by Tenant, then Tenant shall have the right to withdraw from this Lease such portion of the Premises then occupied by such Occupant (with a corresponding reduction in the Rent). In such event, Tenant will endeavor to give as much notice as is reasonably possible of the event triggering the reduction and the anticipated date by which such Occupant will completely vacate such portion of the Premises. If the Occupant is the sole Occupant of the Premises, then upon such event this Lease shall terminate without any penalty or liability whatsoever. Nevertheless, if Tenant, in its sole discretion, determines that another agency or institution of the Commonwealth has a need for the portion of the Premises used by such Occupant, Tenant may, upon notice to the Landlord, designate such other agency or institution as the Occupant to use that portion of the Premises pursuant to the terms and provisions of this Lease, which will continue in full force and effect.

- (e) Non-Appropriation. Agencies of the Commonwealth of Virginia cannot expend funds unless appropriated by the Virginia General Assembly and may not obligate a future session of the Virginia General Assembly. It is further understood that the Rent paid by Tenant is derived from appropriations (or federal funding) made to the individual Occupants and paid over to Tenant. Therefore, notwithstanding any provision in this Lease to the contrary, if any session of the Virginia General Assembly fails to appropriate funds for the continuance of this Lease for all Occupants (or federal funding for the continuation of this Lease is no longer available), this Lease and all obligations hereunder shall automatically terminate upon depletion of the then currently appropriated or allocated funds without any penalty or liability whatsoever; provided, however, that if there is more than one Occupant, and not all Occupants have lost funding as aforesaid, then Tenant shall have the right to delete the space occupied by such Occupant from the Premises and reduce the Rent accordingly (subject to Tenant paying the cost of constructing a new demising wall, if required, and further subject to the space deleted from the Premises being reasonably commercially leasable, either by itself or as part of adjacent available space). Nevertheless, if Tenant, in its sole discretion, determines that another agency or institution of the Commonwealth has a need for the portion of the Premises used by such Occupant, Tenant may, upon notice to the Landlord, designate such other agency or institution as an Occupant to use that portion of the Premises pursuant to the terms of this Lease, which will continue in full force and effect.

- (f) Conflict. To the extent of any conflict between the provisions of this Section 12 and the remaining provisions of this Lease, the provisions of this Section 12 shall control.

13. REPORT OF OCCUPANCY.

- (a) Form of Report of Occupancy. Tenant shall, within fifteen (15) business days after receipt of a written request by Landlord, submit to Landlord, or its designee, a written Report of Occupancy specifying: (i) the Commencement Date, and the date on which the Lease terminates, (ii) whether this Lease is in full force and effect, (iii) the annual Rent, (iv) whether there have been any modifications to the Lease, and if there have been, a reasonable description of all such modifications, and, (v) whether Tenant or a specified employee of Tenant without any investigation or inquiry has actual knowledge of any default hereunder on the part of Landlord, or if it does have such knowledge, a description of any such default.
- (b) Effect of Report of Occupancy. The issuance of a report requested under subsection 13(a), or any errors or omissions in such report: (i) shall not operate as an estoppel against either the Commonwealth of Virginia, any agency of the Commonwealth of Virginia, Tenant, Occupant, or any of their employees, (ii) shall not form or provide any basis for liability against the Commonwealth of Virginia, any agency of the Commonwealth of Virginia, Tenant, Occupant, or any of their employees, and (iii) shall not operate as a waiver of any rights or defenses that may be available to the Commonwealth of Virginia, any agency of the Commonwealth of Virginia, Occupant, Tenant, or any of their employees, either at that time or in the future.

14. CONDEMNATION.

- (a) Notice. Landlord shall give prompt notice to Tenant of any discussions, offers, negotiations or proceedings with any party regarding condemnation or taking of any portion of the Premises, the Building or the Common Areas.
- (b) Rights of Parties. If any portion of the Premises or any portion of the Building or the other Common Areas is taken by eminent domain or sold to the holder of such power pursuant to a threatened taking (exclusive of takings that, in the sole but reasonable discretion of Tenant, do not materially and adversely affect the use and enjoyment of the Premises or the Common Areas by Tenant), this Lease shall terminate effective as of the date of the taking. The date of taking shall be the earlier of: (i) the date on which title vests in the condemning entity or (ii) the date on which the condemning entity takes possession. In the event of a taking, Tenant assigns to Landlord any rights that Tenant may have in and to any portion of a condemnation award, but such an assignment shall exclude any portion that may be due for, or attributed to, Tenant's fixtures, moving expenses and allowances. If the taking does not materially and adversely affect the use and enjoyment of the Premises or the Common Areas by Tenant, so that this Lease is not terminated,

Rent shall be equitably adjusted to compensate Tenant for any adverse effect of the taking.

15. **SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT.** Upon request by Landlord, Tenant agrees to execute a Subordination, Non-Disturbance and Attornment Agreement that substantially conforms to Exhibit B, attached hereto. Any modification thereof shall be subject to approval by Tenant and the Office of the Attorney General of Virginia in their sole discretion.
16. **SIGNAGE.**
 - (a) Landlord Signage. Landlord, at its expense, shall provide building standard signage listing each Occupant on the Building directory.
 - (b) Tenant-Provided Signage. Tenant shall be permitted to place signage on the ingress and egress doors to the Premises and within the Premises at its expense, except for the expense for signage to be provided by Landlord as part of the Improvements or as laid out in Section 16(a) above. Pursuant to Virginia Code §18.2-283.2 (the “Code Provision”), it shall be unlawful for any person, subject to certain exceptions as detailed in the Code Provision, to carry a firearm or explosive material within the Premises. Tenant shall be permitted to place signage and/or notices detailing such restrictions (the “Notices”) on the ingress and egress doors to the Premises and within the Premises. Landlord hereby acknowledges, consents, and agrees to the prohibition detailed in the Code Provision and Tenant’s posting of the Notices at the Premises as Tenant deems necessary, in accordance with the Code Provision. The Notices may be in substantially the same form as that attached hereto as Exhibit C, incorporated herein by this reference, as may be modified by Tenant in its sole discretion, but in any event shall be of a size and design approved by the Commonwealth of Virginia, Department of General Services.
17. **TERMINATION, RENEWAL, AND HOLDOVER.**
 - (a) Options. Tenant shall have four (4) options of one (1) year each to extend the term of this Lease (the “Option Terms”) upon providing a minimum of three (3) months’ written notice to Landlord prior to the expiration of the Initial Term or the current Option Term, as may be applicable. Rent during each Option Term shall be under the same terms and conditions as set out in Section 4 of this Lease. The Initial Term and any exercised Option Term and/or Renewal Term shall collectively be referred to as the “Term.”
 - (b) Termination. Unless otherwise terminated herein, Tenant may elect to terminate this Lease and vacate the Premises at the end of the Initial Term or any Option Term upon providing a minimum of three (3) months’ written notice to Landlord prior to the expiration of the Initial Term or such Option Term as may be applicable, or at any time during any Renewal Term (as defined below) upon providing a minimum of three (3) months’ prior written notice to Landlord.

Unless otherwise terminated herein, Landlord may elect to terminate this Lease upon the expiration of the Option Term or upon the expiration of any Renewal Term by providing a minimum of three (3) months' prior written notice to Tenant. Landlord may also elect to terminate this Lease upon the expiration of the Initial Term or the Option Term, if Tenant does not exercise its option rights at such times, by providing a minimum of three (3) months' prior written notice to Tenant.

- (c) Renewal. This Lease shall automatically renew and continue from year to year (each year a "Renewal Term") on the same terms and conditions as existed immediately prior to the commencement of the Renewal Term, if neither party has given a timely notice of termination as provided in Section 17(b) above, however in no event shall the Term of this Lease exceed a period of more than five (5) years.
- (d) Holdover. If Tenant continues to occupy the Premises after the termination date specified in a proper notice to terminate as provided in (b) above ("Holdover"), or after this Lease has remained in effect for five (5) years, such Holdover shall be deemed a tenancy from month-to-month upon the same terms and conditions as existed immediately prior to the commencement of the Holdover. Either party may terminate such Holdover upon providing a minimum of three (3) months' prior written notice to the other party.
- (e) Condition of Premises. At the termination of this Lease, Tenant shall peaceably deliver the Premises in substantially the same condition as originally accepted, excepting any alterations by Tenant or Landlord, damage by accident, or casualty, condemnation, reasonable wear and tear, and subject to any provisions herein to make repairs and restoration.
- (f) Posting of Notice. After a proper notice of termination has been properly given by either party, Landlord may elect to post a notice that the Premises are available for lease. Landlord may show the Premises to prospective tenants only during Tenant's Regular Business Hours, with at least twenty-four (24) hours' prior notice to Tenant and in such a manner so as not to disturb Tenant's operations.

18. NOTICES.

- (a) To Tenant. Except as provided in § 17(f), all notices to Tenant required or permitted under this Lease shall be given in any manner set out in subsection (c) of this Section 18, to Tenant addressed to:

Division of Real Estate and Facilities Management
Attn: Director
1100 Bank Street, 3rd Floor
Richmond, VA 23219

With a copy to:

Department of Small Business and Supplier Diversity
Attn: Director
101 N. 14th Street, 11th Floor
Richmond, Virginia 23219

- (b) To Landlord. Other than oral or electronic notices where permitted under this Lease, all notices to Landlord required or permitted under this Lease shall be given in any manner set out in subsection (c) of this Section, to Landlord addressed to:

City of Hampton
c/o Director of Economic Development
1 Franklin Street, Suite 600
Hampton, Virginia 23669

With a copies to:

City of Hampton
c/o City Manager
22 Lincoln Street, 8th Floor
Hampton, Virginia 23669

City of Hampton
x/o City Attorney
22 Lincoln Street, 8th Floor
Hampton, Virginia 23669

- (c) Manner of Delivery. Wherever a notice is required under this Lease, notice shall be deemed to have been duly given if in writing and either: (i) personally served; (ii) delivered by prepaid nationally recognized overnight courier service; (iii) forwarded by Registered or Certified mail, return receipt requested, postage prepaid; or (iv) oral or electronic notice where expressly permitted under this Lease.
- (d) Date of Delivery. Each such notice shall be deemed to have been given to, served upon, or received by the party to which such notice is properly addressed on the date the same is (i) delivered to the proper notice address in a manner provided for under Section 18(c), or (ii) delivery is refused.
- (e) Change of Address. Each party to this Lease shall notify the other party of a new address at which to mail notices, which notice shall be given in the manner provided above, and unless and until such notice of new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in this Section.

- (f) Alternative Methods. Where notice by Tenant is sent by an alternative method, the notice shall be effective only if actually received and acknowledged by Landlord, or its appointed agent.
19. **BINDING EFFECT; AMENDMENTS.** Except as set forth below with regard to the approval of the Governor of Virginia, the covenants, agreements, and rights contained in this Lease shall bind and inure to the respective heirs, personal representatives, successors and assigns of Landlord and Tenant. This Lease and all exhibits and attachment hereto, all of which are hereby incorporated herein as a part hereof, constitute the entire, full and complete understanding and agreement between Landlord and Tenant, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Lease and shall be null, void and without legal effect. This Lease shall not be effective or binding unless and until signed by all parties and Tenant obtains the recommendation of the Virginia Department of General Services and the approval of the Governor of Virginia, or his designee, as required by the Code § 2.2-1149. No amendment or modification of any of the terms of this Lease shall be binding on Tenant unless in writing and executed by all parties to this Lease with the same formality as this Lease.
20. **DEFAULT.**
- (a) Permitted Termination. The termination of this Lease by Tenant pursuant to the provisions contained herein shall not be a default hereunder.
- (b) Breach; Rights; No Additional Obligations. If either party shall breach any provision of this Lease, the non-breaching party may give written notice thereof to the breaching party. Except as otherwise provided in this Lease, the breaching party shall have thirty (30) days (which shall be extended to the extent reasonably necessary if a cure shall reasonably require more than thirty (30) days, provided the breaching party promptly commences the cure and diligently pursues completion thereof) from the receipt of the notice to cure the breach and, if not so cured (i) in the case of a Landlord breach, Tenant, at its option, may deduct from future Rent or other payments otherwise due to Landlord under the terms of this Lease the costs Tenant incurs in curing Landlord's breach, including curing a breach by Landlord of a failure to pay Tenant any sum of money by making such deduction, and/or Tenant may, at its option, exercise such rights as may exist at law or in equity, and (ii) in the case of a Tenant breach, Landlord may, at its option, exercise such rights as may exist at law or in equity, except that Landlord shall not take possession of the Premises by any self-help remedy. The provisions of this subsection shall not be construed as imposing any additional obligations on the non-breaching party to the extent that this Lease permits the non-breaching party to take certain actions as a result of a breach by the other party.
21. **TELECOMMUNICATIONS EQUIPMENT.** Subject to all applicable federal, state and local laws, including zoning ordinances, and provided that the same does not interfere with any then-existing, similar equipment maintained on the roof of the Building, and if required

in the exhibits to this Lease, Tenant shall have the right to place upon the roof of the Building one antenna and/or one standard-size telecommunication dish ("Satellite Equipment") as are reasonably necessary or otherwise reasonably desired by Tenant and / or Occupant for the operations of Tenant and / or such Occupant. Any related telecommunications equipment that is not required or otherwise reasonably desired by Tenant and / or Occupant to be located on the roof shall be placed within the Premises. Prior to any such installation, the specifications and location of the Satellite Equipment shall be subject to Landlord's reasonable approval, which Landlord shall not unreasonably withhold, condition or delay. Landlord may establish reasonable rules relating to the positioning of such Satellite Equipment on the roof, as well as the manner of installation thereof so as to not interfere with the structural integrity of the roof or the rights of then current Building tenants. Tenant shall be responsible to assure that the installation, maintenance, operation and removal of such Satellite Equipment (a) complies with all laws, rules and regulations applicable thereto and (b) will not interfere with or adversely affect the operation of any other then current tenant, including any electrical or mechanical equipment thereof, located within the Building, and Tenant agrees to repair any damage to the Building associated solely and directly with the installation, maintenance or removal of the Satellite Equipment. There shall be no additional Lease costs or Rent associated with such rooftop rights. In the event that any Satellite Equipment is not removed by Tenant within ninety (90) days after the expiration or any termination of this Lease, then Landlord, at Landlord's option, shall (i) become the rightful owner of such Satellite Equipment, and Tenant shall execute reasonable necessary documentation to evidence the conveyance of such Satellite Equipment to Landlord, or (ii) Landlord shall be entitled to remove such Satellite Equipment at Tenant's sole reasonable cost and expense. To the extent any Occupant shall have a need for Satellite Equipment, Landlord will make available to Tenant a conduit from the portion of the Premises occupied by such Occupant to the roof to install wiring and related equipment necessary to connect such Satellite Equipment on the roof with the occupied space. If such conduit does not exist, the reasonable cost of installation shall be reimbursed by Tenant promptly upon submission by Landlord of an invoice therefor. The provisions of this paragraph relating to the removal of the Satellite Equipment shall survive the earlier of the expiration of the Term of this Lease or any earlier termination of this Lease prior to the expiration of the Term pursuant to the terms of this Lease.

22. **PRESUMPTIONS.** No presumption shall be created in favor of or against any of the parties to this Lease with respect to the interpretation of any term or provision of this Lease due to the fact that this Lease, or any part hereof, was prepared by or on behalf of one of the parties hereto, as may be evidenced by the disclosure on the face of this Deed of Lease made pursuant to the Code § 17.1-223.
23. **ASSIGNMENT.** Tenant may not assign this Lease, or sublet the Premises, without the written consent of Landlord, which consent shall not be unreasonably withheld or delayed, except that Tenant may assign this Lease to any other agency or institution of the Commonwealth of Virginia without Landlord's consent, pursuant to the terms of Sections 2 and 12.

24. **INTENTIONALLY DELETED.**
25. **INTENTIONALLY DELETED.**
26. **HEADINGS.** The headings of the sections of this Lease are inserted for convenience only and do not substantively alter, modify, or amend the provisions that follow such headings.
27. **COUNTERPARTS.** This Lease may be executed on one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same document. The execution of this Lease at different times and in different places by the parties hereto shall not affect the validity of this Lease.
28. **ADDITIONAL PROVISIONS.** This Lease is subject to the following terms, conditions, modifications, additions and/or deletions provided in the following designated attachments and exhibits, all of which are hereby incorporated into this Lease as a part hereof:
- Exhibits: A Space Plan of Premises
 B. Subordination, Non-Disturbance and Attornment Agreement
 C. No Firearms Sign
 D. W9_COVA Substitute

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals.

LANDLORD: CITY OF HAMPTON VIRGINIA,
a municipal corporation of the
Commonwealth of Virginia

By: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY OF HAMPTON, to wit:

The foregoing Deed of Lease was acknowledged before me this _____ day of _____,
2017 by _____ acting in his/her capacity as _____
of _____ City of Hampton on behalf of the City.

My commission expires: _____
Registration No. _____

Notary Public

[Signatures continue on following pages.]

TENANT: COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES

By: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing Deed of Lease was acknowledged before me this _____ day of _____, 20__ by _____ acting in his/her capacity as _____ of the Commonwealth of Virginia, Department of General Services, on behalf of the agency.

My commission expires: _____
Registration No. _____

Notary Public

[Signatures continue on following page.]

RECOMMEND APPROVAL:

DEPARTMENT OF GENERAL SERVICES

By: _____
Director

APPROVED BY THE GOVERNOR:

Pursuant to § 2.2-1149 of the Code of Virginia (1950), as amended, and as the official designee of the Governor of Virginia, as authorized and designated by Executive Order 88 (01) dated December 21, 2001, I hereby approve the acquisition of the Premises pursuant to this Deed of Lease for and on behalf of the Governor of Virginia.

Secretary of Administration Date

[End of signature pages.]

EXHIBIT A
Space Plan of Premises
(insert)

EXHIBIT B

**SUBORDINATION, NON-DISTURBANCE AND
ATTORNMEN T AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT (the "Agreement") is made effective as of the __ day of _____, _____, by and among _____ ("Lender"), _____ ("Landlord"), and _____ ("Tenant").

R E C I T A L S

WHEREAS, By Deed of Lease dated _____ between Landlord and Tenant ("Lease"), Landlord leased to Tenant certain premises located in _____, situated in the _____, Virginia ("Premises"), which are more particularly described in said Lease.

WHEREAS, Lender is the owner and holder of indebtedness secured by a Deed of Trust dated _____, 20__, which constitutes a lien against the Premises ("Deed of Trust"); and

WHEREAS, Tenant has agreed to subordinate the above-referenced Lease to the Deed of Trust, upon the terms and conditions stated in this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of their mutual promises, Lender, Landlord, and Tenant agree as follows:

1. Subordination. The Lease and all renewals, modifications, and extensions of the Lease are subject and subordinate to the Deed of Trust and all renewals, modifications, and extensions of the Deed of Trust.
2. Attornment. Tenant agrees to attorn to the Lender if Lender acquires title to the Premises at a foreclosure sale under the Deed of Trust, pursuant to a deed-in-lieu of foreclosure, or otherwise (each a "Foreclosure Event"), or to any third party who acquires title to the Premises pursuant to a Foreclosure Event ("Third Party Purchaser"), in each case under all of the terms, conditions, and covenants of the Lease; provided that:
 - a. Tenant shall be under no obligation to pay any rent or render any performance to the Lender or any Third Party Purchaser until it has received notice (in the manner provided in the Lease) of its obligation to do so from the party entitled to such payment or performance, together with a copy of such party's deed, title insurance policy or other such satisfactory evidence of title;
 - b. The Lender or Third Party Purchaser must assume all obligations of the Landlord under the Lease, which is incorporated in this Agreement by reference, from the date the Lender

or Third Party Purchaser acquires title to the Premises, and the Lease will continue in full force and effect as a direct lease between Lender (or Third Party Purchaser, if applicable) and Tenant, under the terms, covenants and conditions of the Lease, for the remainder of the Lease term;

c. Such attornment shall be automatic and self-operative, requiring no further action or documentation on the part of Lender, Landlord, or Tenant; and

d. To the extent a Third Party Purchaser acquires the Premises or if Lender assigns or transfers its interest in the Loan Documents (as defined below) or the Premises, all obligations and liabilities of Lender under this Agreement shall terminate and be the responsibility of the Third Party Purchaser or other party to whom Lender's interest is assigned or transferred..

3. Payment of Rent to Lender. If Lender becomes a mortgagee in possession of the Premises or exercises its rights under the loan documents securing its loan to the Landlord to have rental payments made directly to Lender without taking possession of the Premises, Tenant agrees to make all payments of rent directly to Lender upon Lender's written instructions to Tenant. If and to the extent that Lender demands and receives any such payments from Tenant:

a. Landlord agrees that Tenant may rely upon such written instructions of Lender and need not obtain other confirmation of Lender's right and authority to receive such payments;

b. Landlord, to the extent of such rental payments, releases and discharges Tenant from liability under the Lease for such payments, to the same extent as if they had been made to Landlord; and

c. Landlord agrees to look solely to Lender for recovery of any such payments made by Tenant in the event Landlord disputes Lender's right to receive such payments.

4. Non-Disturbance. The Lender agrees that so long as Tenant is not in default under the Lease, or any extension or renewal thereof, beyond any applicable cure periods:

a. The Tenant's quiet enjoyment, use, occupancy and possession of the Premises and its rights and privileges under the Lease or any extension or renewal thereof, will not be diminished or interfered with and its occupancy of the Premises will not be disturbed if Lender or Third Party Purchaser acquires title to the Premises via a Foreclosure Event; and

b. Tenant will not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Deed of Trust, or the enforcement of any rights of Lender under the Deed of Trust, unless required by law.

5. Tenant Fixtures, Alterations and Improvements. Lender agrees that the lien of the Deed of Trust shall not cover any of Tenant's fixtures, alterations or improvements to the Premises which Tenant, under the terms of the Lease, is permitted to remove from the Premises.

6. Lender's Right to Cure Landlord Defaults. So long as the premises are subject to the lien of the Deed of Trust, Tenant shall, if so required by the Lease, give Lender duplicate notice of any claimed default on the part of the Landlord under the Lease, in the manner provided by the Lease, at the address set forth in this Agreement. If not so required by the Lease, Tenant shall, as a courtesy to Lender and not as a requirement hereunder, endeavor to give Lender the notice as aforesaid, but Tenant shall not be liable to Lender for any failure to give any such notice. Tenant consents to Lender curing any default by Landlord, during the identical time period that Landlord could so cure; provided, however, that such consent shall not be construed to create and does not create any obligation by Tenant to give notice of default to Lender beyond any such obligation set out in the Lease.

7. Tenant's Right to Cure Landlord Defaults. So long as the premises are subject to the lien of the Deed of Trust, Lender shall give Tenant duplicate notice of any claimed breach or default by Landlord under the Deed of Trust or other documents evidencing, securing and/or otherwise pertaining to the Deed of Trust ("Loan Documents"), at the address set forth in this Agreement. Lender agrees that Tenant shall have the right, but not the obligation, to cure any breach or default specified in such notice within such period of time given to Landlord under the Deed of Trust or Loan Documents. Landlord consents to Tenant curing any such default by Landlord, during the identical time period provided by Lender to Landlord for such cure.

8. Notices. All notices required or permitted by the terms of this Agreement shall be deemed given by mailing such notice by certified U.S. mail, postage prepaid, return receipt requested, to each party and such notices shall be addressed as set forth below. A party may change the address to which notices must be sent only by giving notice to the other parties in accordance with this Paragraph. The initial notice address for each party is as follows:

If to Lender: _____

If to Tenant: _____

If to Landlord: _____

9. Interpretation and Effect. This Agreement:

a. shall remain in effect at all times during the Lease or any extension or renewal thereof, notwithstanding any default or Foreclosure Event;

b. shall be governed, enforced, and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles, and any legal action against the Commonwealth of Virginia or Tenant shall be instituted and maintained only in the courts of the Commonwealth of Virginia situated in the City of Richmond, Virginia;

c. binds the parties and their successors and assigns, and the covenants contained in this Agreement shall be covenants running with the land and bind all successors in title to the Premises; and

d. may not be modified except by a writing executed by the parties or their respective successors in interest.

10. Additional Terms. This agreement, or any errors or omissions herein, shall not operate as an estoppel against either the Commonwealth of Virginia or the Tenant, shall not form or provide any basis for liability against the Commonwealth of Virginia or the Tenant, and shall not operate as a waiver of any rights, claims or defenses that may be available to the Commonwealth of Virginia or Tenant either at this time or in the future. Without limiting any of the foregoing, no provision, covenant or agreement contained in this Agreement shall be deemed in any manner to be a waiver of the sovereign immunity of the Commonwealth of Virginia or Tenant from tort or other liability.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, all as of the date first stated above.

Tenant:

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by __
_____ as _____
for _____, in my jurisdiction aforesaid.

My commission expires: _____

Registration Number

Notary Public

Lender:

By: _____
Name: _____
Title: _____

STATE OF _____
CITY/COUNTY _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by __
_____ as _____
for _____, in my jurisdiction aforesaid.

My commission expires: _____

Registration Number

Notary Public

Landlord:

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by ___
_____ as _____
for _____, in my jurisdiction aforesaid.

My commission expires: _____

Registration Number

Notary Public

EXHIBIT C
No Firearms Sign
(insert)

EXHIBIT D
W9_COVA Substitute
(insert)