

LEASE AGREEMENT

**SRG53, LLC
Landlord**

AND

**COUNTY OF CHESTERFIELD, VIRGINIA
Tenant**

AT

**Springline at District 60 Office Building One
7120 Midlothian Turnpike
Chesterfield County, Virginia**

TRIPLE NET OFFICE LEASE

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LEASE AGREEMENT

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THIS LEASE AGREEMENT ("Lease") is made by and between **SRG53, LLC**, a Virginia limited liability company ("Landlord"), and **COUNTY OF CHESTERFIELD, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("Tenant"), and is dated as of the date on which this Lease has been fully executed by both Landlord and Tenant (the "Effective Date").

1. Basic Lease Terms and Definitions

- (a) Premises: Approximately fifty percent (50%) of the total rentable square feet located on the 1st floor and one hundred percent (100%) of the total rentable square feet located on the 4th and 5th floors of the Building, as shown on the location plan attached hereto as Exhibit A as a part hereof.
- (b) Building: Springline at District 60 Office Building One containing approximately 150,000 rentable square feet.
- (c) Address: 7120 Midlothian Turnpike, Chesterfield County, Virginia.
- (d) Term: Two Hundred Forty (240) full calendar months (plus any partial month from the Commencement Date until the first day of the next full calendar month following the Commencement Date).
- (e) Commencement Date: The earlier of the date of Substantial Completion (as defined in the Work Letter attached hereto as Exhibit E) of the Premises in accordance with the Work Letter or (ii) the date Tenant takes possession of the Premises.
- (f) Expiration Date: The last day of the Term.
- (g) Minimum Annual Rent: The following amounts, payable in monthly installments as follows:

Period	Rate PSF	Minimum Annual Rent	Minimum Monthly Rent
Year 1	\$23.58	\$1,768,500.00	\$147,375.00
Year 2	\$24.41	\$1,830,397.50	\$152,533.13
Year 3	\$25.26	\$1,894,461.41	\$157,871.78
Year 4	\$26.14	\$1,960,767.56	\$163,397.30
Year 5	\$27.06	\$2,029,394.43	\$169,116.20
Year 6	\$28.01	\$2,100,423.23	\$175,035.27
Year 7	\$28.99	\$2,173,938.04	\$181,161.50
Year 8	\$30.00	\$2,250,025.88	\$187,502.16
Year 9	\$31.05	\$2,328,776.78	\$194,064.73
Year 10	\$32.14	\$2,410,283.97	\$200,857.00
Year 11	\$33.26	\$2,494,643.91	\$207,886.99
Year 12	\$34.43	\$2,581,956.44	\$215,163.04
Year 13	\$35.63	\$2,672,324.92	\$222,693.74
Year 14	\$36.88	\$2,765,856.29	\$230,488.02
Year 15	\$38.17	\$2,862,661.26	\$238,555.11
Year 16	\$39.50	\$2,962,854.41	\$246,904.53
Year 17	\$40.89	\$3,066,554.31	\$255,546.19
Year 18	\$42.32	\$3,173,883.71	\$264,490.31
Year 19	\$43.80	\$3,284,969.64	\$273,747.47
Year 20	\$45.33	\$3,399,943.58	\$283,328.63

* These figures are estimates based on the Minimum Annual Rent Worksheet attached hereto as Exhibit F). In no event shall the Minimum Annual Rent for the first (1st) Lease Year exceed \$28.00 per rentable square feet of space located in the Premises.

** The actual Minimum Annual Rent payable during the first Lease Year shall be adjusted to equal the Rent Constant on the Total Costs (see Definitions), the final amount of which shall be shown on Schedule 1 to the executed Certificate of Lease Commencement (the form of which is attached hereto as Exhibit D). Thereafter, Minimum Annual Rent shall increase by three and a half percent (3.5%) on the first day of each subsequent Lease Year during the Term.

- (h) Operating Expenses: Operating Expenses are estimated to be \$562,500.00 (based on \$7.50 per rentable square foot) payable in monthly installments of \$46,875.00, subject to adjustment as provided in this Lease. Tenant shall pay Tenant's Share of actual Operating Expenses as provided in Section 6 of this Lease.
- (i) Tenant's Share: Approximately 50.0% as of the Commencement Date (also see Definitions)
- (j) Use: General office.
- (k) Security Deposit: None
- (l) Addresses For Notices:

<u>Landlord:</u> <u>For Notices:</u> SRG53, LLC 1001 Boulders Parkway, Suite 300 Richmond, VA 23225 Attn: Brian F. Bortell, President <u>For Payment of Rent</u> SRG53, LLC 1001 Boulders Parkway, Suite 300 Richmond, VA 23225 Attn: Vince Doherty, CFO	<u>Tenant:</u> Before the Commencement Date: 9401 Courthouse Road, Suite B Chesterfield, Virginia 23832 Attn: County Manager <u>With a Copy To:</u> Michael S. J. Chernau, Esquire Senior Assistant County Attorney Chesterfield County 9901 Lori Road, Room 503 Chesterfield, Virginia 23832
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- (m) Guarantor: N/A
- (n) Additional Defined Terms: See Rider 1 for the definitions of other capitalized terms.
- (o) Contents: The following are attached to and made a part of this Lease:
 - Rider 1 — Additional Definitions
 - Exhibits: A — Premises
 - B — Building Rules
 - C — Estoppel Certificate Form
 - D — Certificate of Lease Commencement
 - E — Work Letter
 - F — Minimum Annual Rent Worksheet

2. Premises

(a) Landlord shall construct the Building and the other improvements to the Premises pursuant to the provisions of the Work Letter (the "Work Letter") attached hereto as Exhibit E, including correcting defective work and promptly completing all punchlist items identified by Tenant (whether before or after occupancy by Tenant). In

that regard, Landlord agrees to pursue warranty claims against the Contractor under Landlord's general construction contract with the Contractor if requested by Tenant to do so.

(b) Subject to the terms of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises, together with the right in common with others to use the Common Areas, including the nonexclusive right to use the surface parking spaces on the Property in accordance with Exhibit B. Subject to subsection (a) above, Tenant accepts the Premises, Building and Common Areas "AS IS", without relying on any representation, covenant or warranty by Landlord. Landlord and Tenant (a) acknowledge that all square foot measurements are approximate and (b) agree that the rentable square footage set forth in Section 1(a) above shall be measured in accordance with subsection (c) below.

(c) The rentable square footage of the Premises and the Building shall be measured by Landlord or its designated agent using the Computer Aided Drafting and Design ("CADD") system based on the BOMA 2017 for Office Buildings: Standard Method of Measurement (ANSI/BOMA Z65.1-2017 (as opposed to field surveys) as soon as practicable following substantial completion of the Premises in accordance with the Work Letter. Landlord shall notify Tenant in writing of Landlord's determination of such measurements and the calculation of rentable square footage of the Premises. Upon finalization of the rentable square footage of the Premises and the Building, the parties shall execute the Certificate of Lease Commencement (the form of which is attached hereto as Exhibit D).

3. Use

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 endanger, disturb or otherwise unreasonably interfere with any other Building occupant's normal operations or with the management of the Building. Tenant may use all Common Areas only for their intended purposes. Landlord shall have exclusive control of all Common Areas at all times.

4. Term; Possession

The Term of this Lease shall commence on the Commencement Date and shall end on the Expiration Date, unless sooner terminated in accordance with this Lease. Subject to the terms of the Work Letter, if Landlord is delayed in delivering possession of all or any portion of the Premises to Tenant as of the Commencement Date, Tenant will take possession on the date Landlord delivers possession, which date will then become the Commencement Date (and the Expiration Date will be extended so that the number of full calendar months during the Term remains unaffected by such delay).

5. Rent; Taxes

(a) During the Term, Tenant agrees to pay to Landlord, without demand, deduction, setoff, counterclaim or offset, 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. If the Commencement Date is not the first day of the month, the Minimum Annual Rent for that partial month shall be apportioned on a per diem basis and shall be paid on or before the Commencement Date. Landlord may charge Tenant, at Landlord's option, a late charge equal to 5% of any Rent not paid within 15 days after the date due. To the extent not lawfully exempt therefrom, Tenant shall pay before delinquent all taxes levied or assessed upon, measured by, or arising from: (a) the conduct of Tenant's business; (b) Tenant's leasehold estate; or (c) Tenant's property. Additionally, Tenant shall pay to Landlord all sales, use, transaction privilege, or other excise tax that may at any time be levied or imposed upon, or measured by, any amount payable by Tenant under this Lease, provided that Tenant shall not be obligated to pay any federal, state or local income tax imposed on Landlord.

(b) Notwithstanding the foregoing, the obligation of Tenant to pay rent is subject to appropriation by the Chesterfield County Board of Supervisors (and the School Board of Chesterfield County if it is occupying any portion of the Premises). Should the Chesterfield County Board of Supervisors and/or the School Board of Chesterfield County fail to appropriate necessary funding during any Lease Year for the continuance of this Lease, then this Lease and all obligations hereunder shall automatically terminate (without penalty, liability or additional costs to either party) upon depletion of the then currently appropriated or allocated funds.

6. Operating Expenses

The amount of the Operating Expenses set forth in Section 1(h) above represents the estimated Operating Expenses for the calendar year in which the Term commences. Landlord may adjust the amount of the Operating Expenses from time to time if the estimated Operating Expenses increase or decrease. Landlord may also invoice Tenant separately from time to time for Tenant's Share of any extraordinary or unanticipated Operating Expenses. By April 30th of each year (and as soon as practical after the expiration or termination of this Lease or, at Landlord's option, after a sale of the Property), Landlord shall provide Tenant with a statement of actual Operating Expenses for the preceding calendar year or part thereof. Within 30 days after delivery of the statement to Tenant, Landlord or Tenant shall pay to the other the amount of any overpayment or deficiency then due from one to the other based on Tenant's prior payment of Tenant's Share of the estimated Operating Expenses; provided, however, that in no event shall the actual amount of Operating Expenses payable by Tenant increase by more than six percent (6.0%) over the prior calendar year's Operating Expenses excluding Non-controllable Operating Expenses. "Non-controllable Operating Expenses" shall include all charges for real estate taxes (if applicable), insurance premiums, utility costs, snow removal, and other costs not within Landlord's reasonable control. For purposes of the foregoing cap, all categories of Operating Expenses shall be determined on an aggregate basis and not on an individual basis. Tenant shall have the right, no more frequently than once in every calendar year, upon sixty (60) days prior written notice to Landlord after receipt of Landlord's statement of Operating Expenses for the prior year and on, to audit all of Landlord's or Landlord's agent's books and records pertaining to all of the Operating Expenses for the previous calendar year to enable Tenant to verify the accuracy thereof. No contingency fee audit shall be permitted. Landlord shall reasonably cooperate with Tenant in any such examination and receive a copy of all audit results. Any information reviewed by Tenant and/or its representatives shall be kept confidential. Landlord shall maintain complete and accurate books and records detailing all Operating Expenses for not less than the preceding two (2) years. Any overbilling or underbilling discovered in the course of such audit shall be refunded or credited to Tenant, at Tenant's election, or underbilling paid by Tenant within thirty (30) days of Landlord's receipt of a copy of the audit. In the event that Landlord disputes the results of the audit, Tenant may withhold an amount from future installments of Operating Expense equal to the disputed amount until the parties may agree to settle such dispute, or until such dispute is finally determined by the courts and all appeals have expired. If a line item is in dispute, Tenant's cost withholding shall be limited to the increase in the line item. In the event of an overstatement of Operating Expenses which exceeds seven percent (7%) of the sum previously billed to Tenant by Landlord, Landlord shall reimburse Tenant for all reasonable, actual out-of-pocket expenses incurred by Tenant in connection with such audit, not to exceed \$3,500. If Tenant does not give Landlord notice within 60 days after receiving Landlord's statement that Tenant disagrees with the statement and exercising its audit rights, Tenant shall be deemed to have waived the right to contest the statement. Landlord's and Tenant's obligation to pay any overpayment or deficiency due the other pursuant to this Section shall survive the expiration or termination of this Lease. Notwithstanding any other provision of this Lease to the contrary, Landlord may, in its reasonable discretion, determine from time to time the method of computing and allocating Operating Expenses, including the method of allocating Operating Expenses to various types of space within the Building, to reflect any disparate levels of services provided to different types of space. If the Building is not at least ninety-five percent (95%) occupied during any period, Landlord may make a reasonable adjustment based on occupancy in computing the Operating Expenses for such period so that Operating Expenses are computed as though the Building had been ninety-five percent (95%) occupied.

7. Services

Landlord will furnish the following services for the normal use and occupancy of the Premises for general office purposes: (i) electricity, (ii) heating and air conditioning in season during Normal Business Hours, (iii) water, and (iv) such other services Landlord reasonably determines are appropriate or necessary. If Tenant requests, and if Landlord is able to furnish, services in addition to those identified above, including heating or air conditioning outside of Normal Business Hours, Tenant shall pay Landlord's reasonable charge for such supplemental services. If because of Tenant's density, equipment or other Tenant circumstances, Tenant puts demands on the Building Systems in excess of those of the typical office user in the Building, Landlord may install supplemental equipment and meters at Tenant's expense. Landlord shall not be responsible or liable for any interruption in such services caused by repairs, replacements, improvements, alterations, strikes, lock-outs, accidents, or other cause or causes beyond Landlord's reasonable control, nor shall such interruption affect the continuation or validity of this Lease; provided, however, if any interruption or cessation of services resulted from a cause within Landlord's exclusive control and the Premises are not usable by Tenant for the conduct of Tenant's business as a result thereof and such interruption continues for

more than three (5) business days after Landlord receives written notice of such interruption, Tenant shall be entitled to abate Rent on a per diem basis for each day after such fifth business day that such interruption continues, unless Tenant continues to conduct business in the Premises during the interruption. Landlord shall have the exclusive right to select, and to change, the companies providing such services to the Building or Premises. 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. In the event Tenant's consumption of any utility or other service included in Operating Expenses is excessive when compared with other occupants of the Property, Landlord may invoice Tenant separately for, and Tenant shall pay on demand, the cost of Tenant's excessive consumption, as reasonably determined by Landlord.

8. Insurance; Waivers

(a) Landlord shall maintain in force at its own expense insurance against loss or damage to the Building and/or the Property with coverage for perils as set forth under the "Causes of Loss-Special Form" or equivalent property insurance policy in an amount equal to the full insurable replacement cost of the Building (excluding coverage of Tenant's personal property and any Alterations by Tenant), and such other insurance, including rent loss coverage, as Landlord may reasonably deem appropriate or as any Mortgagee may require.

(b) Tenant shall at all times during the Term self-insure to provide comprehensive general liability insurance with limits of liability of not less than \$1,000,000 combined single limit for bodily injury and property damage.

(c) Landlord and Tenant each waive, and release each other from and against, all claims for recovery against the other for any loss or damage to the property of such party arising out of fire or other casualty coverable by a standard "Causes of Loss-Special Form" property insurance policy; provided, however, such waiver by Landlord shall not be effective with respect to Tenant's liability described in Sections 9(b) and 10(d) below. 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 proceeds received after a loss. Landlord shall have its insurance company that issues its property coverage waive any rights of subrogation, and shall have the insurance company include an endorsement acknowledging this waiver. Tenant assumes all risk of damage of Tenant's property within the Property, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or other cause, except to the extent caused by Landlord's gross negligence or willful conduct or omission.

9. Maintenance and Repairs

(a) Landlord shall Maintain the Building, including the Premises (except to the extent of Tenant's obligations set forth in Section 9(b) hereof), the Common Areas, the Building Systems and any other improvements owned by Landlord located on the Property. If Tenant becomes aware of any condition that is Landlord's responsibility to repair, Tenant shall promptly notify Landlord of the condition; provided, however, that Tenant's failure to promptly notify Landlord shall not relieve Landlord of its maintenance obligations hereunder.

(b) Tenant at its sole expense shall keep the Premises, including the fixtures, improvements, equipment, and finishes installed by Tenant, and any Alterations thereto in clean, safe and sanitary condition and in good order and repair and will cause no waste or injury thereto. Alterations, repairs and replacements to the Property, including the Premises, made necessary because of (i) Tenant's Alterations or installations, (ii) any use or circumstances special or particular to Tenant, or (iii) any act or omission of Tenant or its Agents shall be made at the sole expense of Tenant to the extent not covered by any applicable insurance proceeds paid to Landlord.

10. Compliance

(a) Tenant will, at its expense, promptly comply with all Laws now or subsequently pertaining to the Premises or Tenant's use or occupancy of the Premises. To the extent Tenant is not exempt from payment, Tenant will pay any taxes or other charges by any authority on Tenant's property or trade fixtures or relating to Tenant's use of the Premises. 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 Building or Common Areas (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). Landlord shall construct the Building in compliance with the ADA. Thereafter, Tenant shall be responsible for compliance with the ADA, and any other Laws regarding accessibility, with respect to Tenant’s use and occupancy of the Premises.

(b) Tenant will comply, and will cause its Agents to comply, with the Building Rules.

(c) Tenant agrees not to do anything or fail to do anything on or about the Premises which will directly cause the cost of Landlord’s insurance to materially increase or which will directly prevent Landlord from procuring policies (including public liability) from companies and in a form satisfactory to Landlord, within Landlord’s reasonable discretion. If any breach of the preceding sentence by Tenant directly causes the rate of fire or other insurance to be increased, Tenant shall pay the amount of such increase as additional Rent within 30 days after being billed.

(d) Tenant agrees that (i) no activity will be conducted on the Premises that will use or produce any Hazardous Materials, except any cleaning materials in amounts and forms as are generally used by tenants in comparable buildings using premises for the purposes for which Tenant is permitted to use the Premises 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 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.

(e) Tenant agrees to use commercially reasonable efforts to ensure that its operations at the Premises do not adversely affect any efforts by Landlord to obtain or maintain the accreditation of the Building or the Property for any so-called “green initiative” such as LEED certification (including, without limitation, compliance with any commercially reasonable recycling plan instituted by Landlord at the Building); provided that Landlord provides Tenant with at least thirty (30) days’ prior written notice of any such “green initiative” obtained or then being pursued by Landlord. Any future plan for such accreditation may be appended to and become a part of the Building Rules.

11. Signs

Landlord will furnish Tenant building standard identification signage on the interior Building directory, if applicable, and on or beside the main entrance door to the Premises. Tenant shall not place any signs on the exterior of the Building without the prior consent of Landlord, other than signs that are located wholly within the interior of the Premises and not visible from the exterior of the Premises. Tenant shall maintain all signs installed by Tenant in good condition and in compliance with all applicable Laws and the Building Rules. 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 \$50,000 in the aggregate during the Term, (ii) are not visible from the exterior of the Premises, (iii) do not affect any Building System or the structural strength of the Building, (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. 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 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, and (iii) Tenant shall pay Landlord all reasonable costs and expenses in

connection with Landlord's review of Tenant's plans and specifications, and of any supervision or inspection of the construction Landlord deems necessary, within Landlord's reasonable discretion. Any Alteration by or on behalf of 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, at Landlord's option, either remain on the Property and become the property of Landlord or be removed by Tenant, 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. At Tenant's request prior to any Alterations being performed by, for, or on behalf of, Tenant, Landlord will notify Tenant in writing whether Tenant is required to remove the specific Alteration(s) at the expiration or termination of this Lease. Tenant may install its trade fixtures, furniture and equipment in the Premises, provided that the installation and removal of them will not affect any structural portion of the Property, any Building System or any other equipment or facilities serving the Building or any occupant. Any Tenant Work (as defined in the Work Letter) performed by Tenant shall comply with the provisions of this Section 12.

13. Mechanics' Liens

Tenant promptly shall pay for any improvements, labor, services, materials, supplies or equipment furnished to, made by, contracted for or otherwise authorized by Tenant in or about the Premises. Tenant shall keep the Premises and the Property free from any liens arising out of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to Tenant. Tenant shall take all steps permitted by law in order to avoid the imposition of any such lien. Should any such lien or notice of such lien be filed against the Premises or the Property, Tenant shall discharge the same by bonding or otherwise within 30 days after Tenant has notice that the lien or claim is filed regardless of the validity of such lien or claim.

14. Landlord's Right of Entry

Tenant shall permit Landlord and its Agents to enter the Premises at all reasonable times following reasonable notice (except in an emergency for which no prior notice shall be required but Landlord will notify Tenant promptly after such entry) 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 12 months of the Term, to exhibit the Premises to any prospective tenant. Landlord will make reasonable efforts not to inconvenience Tenant in exercising such rights, but Landlord shall not be liable for any interference with Tenant's occupancy resulting from Landlord's entry.

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, shall 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. Landlord shall notify Tenant, within 30 days after the date of the casualty, if Landlord anticipates that the restoration will take more than 180 days from the date of the casualty to complete; in such event, either Landlord or Tenant (unless the damage was caused by Tenant) may terminate this Lease effective as of the date of casualty by giving notice to the other within 15 days after Landlord's notice. If a casualty occurs during the last 12 months of the Term, either Tenant or Landlord may terminate this Lease unless Tenant has the right to extend the Term for at least 3 more years and does so within 30 days after the date of the casualty. Tenant will receive an abatement of Minimum Annual Rent and Tenant's Share of Operating Expenses to the extent and for so long as the Premises are rendered untenable as a result of the casualty.

16. Condemnation

If (a) all of the Premises are Taken, (b) any part of the Premises is Taken and the remainder is insufficient in Landlord's reasonable opinion for the reasonable operation of Tenant's business, or (c) any of the Property is Taken, and, in Landlord's reasonable opinion, it would be impractical or the condemnation proceeds are insufficient to restore the remainder, then this Lease shall terminate as of the date the condemning authority takes possession. If this Lease is not terminated, Landlord shall restore the Building and the Premises to a condition as near as reasonably possible to the condition prior to the Taking, the Minimum Annual Rent shall be abated for the period of time all or a part of the Premises is untenable in proportion to the square foot area untenable, and this Lease shall be amended

appropriately. The compensation awarded for a Taking shall belong to Landlord. Except for any relocation benefits to which Tenant may be entitled and compensation for the value of any of Tenant's property Taken (other than Tenant's leasehold interest in the Premises), Tenant hereby assigns all claims against the condemning authority to Landlord, including, but not limited to, any claim relating to Tenant's leasehold estate.

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 and enjoyment of the Premises as against anyone claiming by or through Landlord, subject, however, to the terms of this Lease.

18. Assignment and Subletting

(a) 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 in the Building or an existing tenant of Landlord or an affiliate of Landlord in the office building to be constructed on the parcel adjacent to the Building, (ii) the business, business reputation, or creditworthiness of the proposed transferee is unacceptable to Landlord, in Landlord's reasonable discretion, (iii) Landlord has comparable space in the Building available for lease by the proposed transferee, or (iv) 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 unless expressly set forth in a written consent from Landlord. 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) The provisions of subsection (a) above notwithstanding, if Tenant proposes to Transfer all of the Premises, 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 of less than all of the Premises, 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. If this Lease is not so terminated or amended, Tenant shall pay to Landlord, immediately upon receipt, one-half of the excess of (i) all compensation received and to be received by Tenant for or as a result of the Transfer over (ii) the Rent allocable to the Premises transferred.

(c) If Tenant requests Landlord's consent to a Transfer, Tenant shall provide Landlord, at least 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 administrative fees in connection with the processing and documentation of any Transfer for which Landlord's consent is requested.

(d) Notwithstanding anything contained in this Section 18 to the contrary, and provided that Tenant is not in default under this Lease, Tenant shall have the right at any time and from time to time without Landlord's consent and without paying any fees or compensation to Landlord (other than the Rent and Operating Expenses to be paid pursuant to this Lease) to assign this Lease, sublet all or any portions of the Premises, or otherwise allow to occupy all or portions of the Premises to any agency, division, department, authority, body, or board of Tenant (a "Permitted Transferee"), including without limitation, the Chesterfield County Public Schools and/or the Economic Development Authority of the County of Chesterfield. Tenant shall provide reasonable prior notice of such assignment or sublease and copies of any related documentation. In no event shall any assignment or sublease with a Permitted Transferee relieve Tenant from any obligation under this Lease unless expressly set forth in a written consent from Landlord.

19. Subordination; Mortgagee's Rights

(a) Provided Landlord's Mortgagee agrees to recognize and not disturb the Tenant's tenancy and right of possession of the Premises or Tenant's rights under Section 30 of this Lease as long as the Tenant is not in default under this Lease beyond the expiration of all applicable cure periods contained herein, then Tenant accepts this Lease subject and subordinate to any Mortgage now or in the future affecting the Premises. This clause shall be self-operative, but within 30 days after request, Tenant shall execute and deliver any further instruments confirming the subordination of this Lease, provided such instrument contains Tenant's rights of non-disturbance described above, and any further instruments of attornment that the Mortgagee may reasonably request. However, any Mortgagee may at any time subordinate its Mortgage to this Lease, without Tenant's consent, by giving notice to Tenant, and this Lease shall then be deemed prior to such Mortgage without regard to their respective dates of execution and delivery; provided that such subordination shall not affect any Mortgagee's rights with respect to condemnation awards, casualty insurance proceeds, intervening liens or any right which shall arise between the recording of such Mortgage and the execution of this Lease. Anything in the foregoing to the contrary notwithstanding, in the event of a foreclosure under any such Mortgage, or in the event of the termination of Landlord's interest or the eviction of Landlord under any ground lease or sale-leaseback or lease-leaseback financing of the Property, the Mortgagee or the purchaser at such foreclosure sale, or the lessor under such ground lease or sale-leaseback or lease-leaseback financing, shall recognize this Lease and Tenant's rights under Section 30 of this Lease, in which event this Lease shall continue in full force and effect and Tenant shall attorn to the new Landlord hereunder.

(b) Tenant acknowledges that no Mortgagee shall be (i) liable for any act or omission of a prior landlord, (ii) subject to any rental offsets or defenses against a prior landlord, (iii) bound by any amendment of this Lease made without its written consent, or (iv) bound by payment of Monthly Rent more than one month in advance or liable for any other funds paid by Tenant to Landlord unless such funds actually have been transferred to the Mortgagee by Landlord.

(c) The provisions of Sections 15 and 16 above notwithstanding, Landlord's obligation to restore the Premises after a casualty or condemnation shall be subject to the prior rights of any Mortgagee.

20. Tenant's Certificate; Other Disclosures

(a) Within 30 days after Landlord's request from time to time, 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, a statement of lease status in the form of attached Exhibit C (or other form requested by Landlord), modified as necessary to accurately state the facts represented.

(b) Tenant agrees to cooperate with Landlord to provide information reasonably required or requested by Landlord to be provided to a regulatory or other recognized entity for the purpose of obtaining accreditation of the Building or the Property for any so-called "green initiative" such as LEED certification, which cooperation shall include, without limitation, providing electric consumption data or other relevant data in proper format for reporting to the U.S. Green Building Council (or similar or successor authority selected by Landlord).

21. Surrender

(a) On the date on which this Lease expires or terminates, Tenant shall return possession of the Premises to Landlord in good, broom-clean condition, except for ordinary wear and tear, and except for casualty damage or other conditions that Tenant is not required to remedy under this Lease. Prior to the expiration or termination of this Lease, Tenant shall remove from the Property all furniture, trade fixtures, equipment, wiring and cabling (unless Landlord directs Tenant otherwise), and all other personal property installed by or on behalf of Tenant or its assignees or subtenants. Tenant shall repair any damage resulting from such removal and shall restore the Property to good order and condition. Any of Tenant's personal property not removed as required shall be deemed abandoned, and Landlord, at Tenant's expense, may remove, store, sell 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 the Monthly Rent shall be one and a half times the Monthly Rent payable for the last full month immediately preceding the holdover. 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, and Tenant shall be liable for the actual, documented and verifiable damages that Landlord suffers as a result of the holdover, less the amount of any holdover monthly Rent paid to Landlord by Tenant.

22. Defaults — Remedies

(a) It shall be an Event of Default:

(i) If, other than payments that are not made due to non-appropriation of sufficient funds for that purpose as provided in Section 5 above, Tenant does not pay in full when due any and all Rent and, except as provided in Section 22(c) below, Tenant fails to cure such default on or before the date that is 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 22(c) below, Tenant fails to cure the default on or before the date that is 30 days after Landlord gives Tenant notice of default; provided, however, if the default cannot reasonably be cured within 30 days following Landlord's giving of notice, Tenant shall be afforded additional reasonable time to cure the default if Tenant begins to cure the default within 30 days following Landlord's notice and continues diligently in good faith to completely cure the default;

(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, or if any of the real or personal property of Tenant shall be levied upon; 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 60 consecutive days; or

(v) Tenant shall vacate or abandon the entire Premises for a period of greater than 60 days.

Any notice periods provided for under this Article 22(a) shall run concurrently with any statutory notice periods and any notice given hereunder may be given simultaneously with or incorporated into any such statutory notice.

(b) If an Event of Default occurs, in addition to all other rights and remedies available to Landlord at law, in equity, by statute or otherwise, 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, which sums and costs shall be deemed additional Rent;

(ii) 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, without being liable for prosecution or damages. Landlord may, at Landlord's option, make Alterations and repairs in order to relet the Premises and relet all or any part(s) of the Premises for Tenant's account. Tenant agrees to pay to Landlord within 10 days of written demand any deficiency (taking into account all costs incurred by Landlord and all reletting rent received by Landlord) that may arise by reason of such reletting. In the event of reletting without termination of this Lease, Landlord may at any time thereafter elect to terminate this Lease for such previous breach; and

(iii) 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) INTENTIONALLY OMITTED.

(d) 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 with any 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.

(e) If either party commences an action against the other party arising out of or in connection with this Lease, neither party shall be entitled to recover from the other party attorneys' fees, costs of suit, investigation expenses or discovery costs.

(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.

23. Tenant's and Landlord's Authority

Tenant represents and warrants to Landlord that the person(s) signing this Lease is/are duly authorized to execute and deliver this Lease on Tenant's behalf, and Landlord represents and warrants to Tenant that the person(s) signing this Lease is/are duly authorized to execute and deliver this Lease on Landlord's behalf.

24. Liability of Landlord

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 and privileges 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 already accrued. Tenant shall look solely to Landlord's successor in interest for the performance of the covenants and obligations of the Landlord hereunder which subsequently accrue. Landlord shall not be deemed to be in default under this Lease unless Tenant gives Landlord notice specifying the default and Landlord fails to cure the default within a reasonable period following Tenant's notice. Except for damages directly caused by Landlord's negligence or willful misconduct, Landlord will not be liable to Tenant or its Agents for any damage, compensation, or claim arising from (i) the repairing of any portion of the Building, (ii) any interruption in the use of the Premises or the Property (other than Rent abatement expressly permitted by this Lease), (iii) accident or damage resulting from the use or operation (by Landlord, Tenant, or any other person or persons whatsoever) of elevators, escalators, or heating, cooling, electrical, or plumbing equipment or apparatus, (iv) the termination of this Lease because of the destruction of the Premises or a taking or sale in lieu thereof by eminent domain, (v) any casualty, robbery, theft, criminal act, or unexplained disappearance, (vi) any leakage in any part of the Premises or the rest of the Building (including areas occupied by other tenants and occupants of the Building), or from water, rain, or snow that may leak into, or flow from, any part of the Premises or the rest of the Building, or from drains, pipes or plumbing work in or about the Building, or (vii) any other cause whatsoever other than due to a default by Landlord hereunder. In no event shall Landlord be liable to Tenant for any loss of business or profits of Tenant or for consequential, punitive or special damages of any kind. Neither Landlord nor any principal of Landlord shall have any personal liability with respect to any of the provisions of this Lease or the Premises; Tenant shall look solely to the equity of Landlord in the Property for the satisfaction of any claim by Tenant against Landlord.

25. 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 or governmental association or entity. 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.

(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. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located. Any disputes arising under this Lease shall be brought in the courts of the Commonwealth of Virginia, in and for Chesterfield County, to the express exclusion of any otherwise permissible forum or venue.

(e) 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.

(f) Tenant shall not record this Lease or any memorandum without Landlord's prior consent.

26. 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 day delivery is refused. The giving of notice by Landlord's or Tenant's attorneys, representatives and agents under this Section shall be deemed to be the acts of Landlord or Tenant, respectively.

27. Security Deposit

INTENTIONALLY DELETED

28. Brokers

Each of Landlord and Tenant hereby represents and warrants to the other that it has dealt with no real estate agents or brokers in connection with the negotiation, execution and delivery of this Lease and that no brokerage fees or commissions are payable to any real estate agent or broker in connection with the negotiation, execution and delivery of this Lease. Landlord shall indemnify, defend, protect and hold Tenant harmless from and against any and all losses, liabilities, damages, claims, costs and/or expenses (including, without limitation, reasonable attorneys' fees) that

Tenant may incur or suffer, or which may be asserted against Tenant, in connection with, or in any way relating to, the inaccuracy of any representation or warranty made by Landlord in this Section.

29. Anti-Terrorism Laws

During the Term, neither Tenant nor its respective constituents or affiliates shall (i) be an “enemy” or an “ally of the enemy” within the meaning of Section 2 of the Trading with the Enemy Act of the United States of America (50 U.S.C. App. §§ 1 et seq.), as amended, (ii) violate the Trading with the Enemy Act, as amended, (iii) violate any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto or (iv) violate the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Patriot Act”). Tenant shall, promptly following a request from Landlord, provide all documentation and other information that Landlord requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act.

30. Right of First Opportunity and Purchase Option.

(a) **Right of First Opportunity.** Provided (x) the originally named Tenant (or a Permitted Transferee under Section 18 of this Lease) is the Tenant hereunder, (y) Tenant (or such Permitted Transferee) actually occupies substantially all of the Premises originally demised under this Lease and any premises added to the Premises, and (z) no Event of Default or event which but for the passage of time or the giving of notice, or both, would constitute an Event of Default has occurred and is continuing, Tenant shall have the right of first opportunity (the “**Right of First Opportunity**”) to purchase the Property on the following terms and conditions:

(i) If, during the Term of this Lease, Landlord desires to sell the Property to a third party, whether as a result of a third party’s offer to buy the Property, or otherwise, prior to marketing the Property for sale, Landlord shall first give Tenant written notice of the same (the “**Notice of Offer**”). Tenant shall have twenty (20) days from receipt of the Notice of Offer to provide an offer to purchase the Property by written notice to Landlord (the “**Response Notice**”). If Tenant fails to timely deliver a Response Notice, Tenant will be deemed to have declined to purchase the Property. If Tenant timely delivers the Response Notice, (i) Landlord shall negotiate in good faith exclusively with Tenant with respect to such a sale for a period of at least thirty (30) days from Tenant’s receipt of the Response Notice (the “**Negotiation Period**”), and (ii) Landlord shall not solicit offers for the sale of the Property from third parties until the conclusion of the Negotiation Period.

(ii) In the event the Landlord and Tenant are unable to reach agreement on the terms of a sale during the Negotiation Period, then the Tenant’s Right of First Opportunity shall be deemed to be satisfied and the Landlord shall be free to proceed with the sale of the Property to a third party.

(iii) In the event the Landlord and Tenant reach agreement on the terms of a sale during the Negotiation Period, then the closing of Tenant’s purchase of the Property shall be subject to the terms approved by Landlord and Tenant, including the provisions of subsection (c) below. Notwithstanding anything to the contrary contained herein, if there shall be an Event of Default under this Lease which has not otherwise been cured by Tenant as of the closing date, Landlord shall have the right to cancel the sale of the Property, in which event the Right of First Opportunity shall be deemed null and void and of no further force or effect and this Lease shall continue in full force and effect.

(iv) This Right of First Opportunity is a one-time right only, and Landlord has no obligation to accept Tenant’s offer to purchase the Property on the terms included in Tenant’s Response Notice. Landlord may undertake any intrafamily transfers, transfers to related or Affiliate entities, or transfers to secure indebtedness of Landlord free and clear of this obligation, provided this Right of First Opportunity shall continue in effect. This Right of First Opportunity shall not apply to any sale at foreclosure.

(b) **Purchase Option.** Provided (x) the originally named Tenant (or a Permitted Transferee under Section 18 of this Lease) is the Tenant hereunder, (y) Tenant (or such Permitted Transferee) actually occupies substantially all of the Premises originally demised under this Lease and any premises added to the Premises, and (z) no Event of Default or event which but for the passage of time or the giving of notice, or both, would constitute an

Event of Default has occurred and is continuing, Tenant shall have the right to purchase the Property (the "**Purchase Option**") on the following terms and conditions:

(i) Tenant may exercise the Purchase Option by delivery of written notice to Landlord at any time prior to the expiration of the Term (the "**Purchase Notice**"). The closing of Tenant's purchase of the Property will occur within sixty (60) days after the later of Landlord's receipt of the Purchase Notice or the determination of the Purchase Price as set forth below, time being of the essence. In the event the Purchase Option is not exercised as provided in the preceding sentence, the Purchase Option shall be null and void. Within five (5) business days after the later of the delivery of the Purchase Notice or the determination of the Purchase Price set forth below, Tenant shall provide to a title insurance company acceptable to Landlord and Tenant (the "**Escrow Agent**") the amount of One Hundred Thousand Dollars (\$100,000.00) ("**Deposit**"). Notwithstanding anything to the contrary contained herein, if there shall be an Event of Default under this Lease which has not otherwise been cured by Tenant as of the closing date, Landlord shall have the right to cancel such exercise by Tenant, in which event the Deposit shall be returned to Tenant and the Purchase Option shall be deemed null and void and of no further force or effect.

(ii) The purchase price for the Property under the Purchase Option (the "**Purchase Price**") shall be determined in accordance with this subparagraph and the actual physical and economic factors existing at the time. Tenant's Purchase Notice shall include Landlord's proposed Purchase Price. If Landlord does not agree to Tenant's proposed Purchase Price set forth in the Purchase Notice, then Landlord and Tenant shall negotiate in good faith within thirty (30) days from Landlord's receipt of the Purchase Notice in order to reach agreement on the Purchase Price. In the event the Landlord and Tenant reach agreement on the Purchase Price, the closing of Tenant's purchase of the Property be subject to the provisions of subsection (c) below. In the event the Landlord and Tenant are unable to reach agreement on the Purchase Price during such 30-day period, then the Purchase Price shall be conclusively determined by the following method: within ten (10) days after the end of the 30-day period, Landlord and Tenant shall each select a qualified MAI commercial real estate appraiser with at least ten (10) years' experience in appraising property and office buildings in the submarket in which the Premises are located. The two appraisers shall give their opinion of the fair market value of the Property within thirty (30) days after their retention using industry standard methods and techniques. If the fair market values of the Property determined by the two appraisers vary by 10% or less of the lesser of the two amounts, the average of the two amounts will be deemed the Purchase Price. In the event that the two amounts vary by more than 10% of the lesser amount, the two appraisers shall be instructed to select, within 10 days following the determination of the two amounts, a third impartial appraiser (who shall have the same qualifications as are required for the initial two appraisers), and who shall be instructed to determine the fair market value of the Property within 20 days. If the fair market value of the Property determined by the third appraiser is between the amounts determined by the first and second appraisers, the fair market value of the Property determined by the third appraiser shall control and shall be the Purchase Price. If the fair market value of the Property determined by the third appraiser is equal to or less than the lower of the amounts determined by the first two appraisers, the lower of the amounts determined by the first two appraisers shall control. If the fair market value of the Property determined by the third appraiser is equal to or greater than the higher of the two amounts determined by the first two appraisers, the greater of the amounts determined by the first two appraisers shall control; provided, however, that if such amount is more than 15% higher than the lower of the two amounts determined by the first two appraisers, then Tenant may elect to terminate its exercise of the Purchase Option at that point. Each party shall pay its own costs for its appraiser. If Tenant exercises the Purchase Option within the first 10 years of the Term, in addition to the Purchase Price, Tenant shall pay to Landlord an amount, in cash, equal to the additional consideration necessary to cause the Landlord's members' (the "**Members**") after-tax proceeds from the Purchase of the Property by Tenant to be equal to the after-tax net proceeds that the Members would have received had the Purchase Option been exercised after the Term attributable solely to any lost federal, state and/or local income tax benefits the Members would be entitled to under the federal qualified opportunity zone tax program of Section 1400Z-2 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (the "**Tax Differential Payment**") had the Tenant not exercised the Purchase Option. The Landlord shall provide to Tenant a computation of the amount of the Tax Differential Payment within twenty (20) days after Tenant delivers the Purchase Notice

(iii) The Purchase Option shall survive and be binding on all successors in title and assigns of Landlord throughout the entire Term of the Lease.

(c) **Miscellaneous.** Any closing under Tenant's Right of First Opportunity or Purchase Option shall be subject to the following terms and conditions:

(i) Closing shall take place by the parties depositing documents and Tenant depositing funds with Escrow Agent, in accordance with each party's escrow instructions.

(ii) The state of title to the Property at closing shall be the same as the state of title as of the date of this Lease but shall also include any easements or other matters created or otherwise approved by Tenant after the date hereof (the "**Permitted Exceptions**"). Landlord shall cause to be discharged all mortgages, judgments, and other monetary liens of parties claiming by, through or under Landlord (but not Tenant) encumbering the Property on the closing date and shall be entitled to use the Purchase Price for such purpose.

(iii) Landlord shall make no representations or warranties as to the Property and Land. Landlord shall sell the Property, and Tenant shall accept the physical condition of the Property, in its "AS IS" "WITH ALL FAULTS" condition on the closing date. During the period which is 30 days prior to delivering a Purchase Notice and thereafter prior to closing, Landlord grants to Tenant (subject to the rights of other tenants in the Building) the right to conduct at Tenant's expenses all non-invasive investigations, inspections, studies, surveys and assessments of the Property and the Land as Tenant deems appropriate to evaluate the Land and the Property, including conducting phase 1 environmental site assessments and physical condition assessments. Tenant agrees to repair any damage caused by such inspections.

(iv) If Tenant, having exercised the Purchase Option, defaults in its obligation to acquire the Property at the closing thereof, Landlord shall retain the Deposit as and for liquidated damages, the parties agreeing Landlord's actual damages would be difficult to define and that the Deposit represents a fair and reasonable estimate of Lessor's damages and is not a penalty. In such event, this Lease shall continue in full force and effect, but the Purchase Option shall thereafter be deemed null and void and terminated from the terms of this Lease.

(v) Risk of loss to the Property by reason of fire, storm, accident or other casualty, between the date that Tenant exercises the Right of First Opportunity or the Purchase Option and the closing date, shall be on Landlord.

(vi) Tenant agrees to deliver to Tenant or Tenant's designee at closing (a) a Special Warranty Deed conveying fee simple title to the Property free and clear of all liens and encumbrances other than the Permitted Exceptions, (b) a Lease termination agreement in form reasonably acceptable to Landlord and Tenant (if closing occurs prior to the expiration of the Term), (c) an owner's affidavit in a form customarily required by Escrow Agent (which affidavit shall contain appropriate language sufficient to allow for a "gap" style closing, if required), (d) an assignment of leases, in form reasonably acceptable to Landlord and Tenant, transferring to Tenant all of Landlord's right, title and interest in and to any leases that will survive closing (the "Leases"), (e) a FIRPTA affidavit, (f) an appropriate organizational resolution authorizing the sale and organizational documents of Landlord, (g) a bill of sale, in form reasonably acceptable to Landlord and Tenant, transferring to Tenant all of Landlord's right, title and interest in and to any equipment, fixtures and other personal property affixed to or used in connection with the Property, any warranties or guarantees in connection with the improvements on the Property and all assignable permits and approvals pertaining to the Property and issued by applicable governmental authorities, in any in each case; (h) surveys, site plans, plans and specifications, and other matters relating to the Property owned by Landlord as are in the possession of Landlord to the extent not theretofore delivered to Tenant; and (i) a closing statement and such other documents as may be necessary and reasonable but in no event shall Landlord be obligated to provide to the title company any other indemnities or other agreements creating any liability or cost to Landlord or be obligated to issue any form of affidavit of no change to survey.

(vii) Tenant agrees to deliver to Landlord at closing (a) the balance of the Purchase Price by wire transfer pursuant to instruction from Landlord subject to prorations, credits and adjustments provided below, (b) a Lease termination agreement (if applicable), (c) an assignment of leases (if applicable), (d) an appropriate organizational resolution authorizing the purchase, and (e) a closing statement and such other documents as may be necessary and reasonable.

(viii) Rent and Operating Expenses under any Leases assumed by Tenant shall be prorated at closing. Charges payable by Tenant under this Lease shall not be pro-rated, as such charges shall remain the responsibility of Tenant, as owner of the Property after closing; provided, however, advance payments of Operating Expenses for such

calendar year shall be proportionately adjusted to the extent of Operating Expenses not yet incurred and paid for by Landlord prior to the closing date. Tenant shall pay the title insurance premiums and costs, survey costs, if any, and its due diligence costs. Landlord will pay the grantor's tax on the deed. The parties shall share equally the escrow fees. Each party shall pay its respective attorneys' fees.

[SIGNATURES APPEAR ON NEXT PAGE]

Landlord and Tenant have executed this Lease on the respective date(s) set forth below.

Landlord:

SRG53, LLC, a Virginia limited liability company

By: D60, LLC, a Virginia limited liability company
Its Manager

By: B. F. Bortell

Name: Brian F. Bortell

Its: Manager

Date signed: 6/23/23

Tenant:

COUNTY OF CHESTERFIELD, VIRGINIA,
a political subdivision of the Commonwealth of Virginia

By: _____

Name: _____

Title: _____

Date signed: _____

Approved as to Form:

Senior Deputy County Attorney

Landlord and Tenant have executed this Lease on the respective date(s) set forth below.

Landlord:

SRG53, LLC, a Virginia limited liability company

By: D60, LLC, a Virginia limited liability company
Its Manager

By: _____

Name: Brian F. Bortell

Its: Manager

Date signed: _____

Tenant:

COUNTY OF CHESTERFIELD, VIRGINIA,
a political subdivision of the Commonwealth of Virginia

By: _____

Name: _____

Title: _____

Date signed: _____

Approved as to Form:



Senior Deputy County Attorney

Rider 1 to Lease Agreement
(Multi-Tenant Office)

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.

“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.

“Building Rules” means the rules and regulations attached to this Lease as Exhibit B as they may be amended from time to time provided such amendments do not materially increase Tenant’s cost of occupancy or alter Tenant’s rights under this Lease.

“Building Systems” means any electrical, mechanical, structural, plumbing, heating, ventilating, air conditioning, sprinkler, life safety, security or other systems serving the Building.

“Common Areas” means all areas and facilities as provided by Landlord from time to time for the use or enjoyment of all tenants in the Building or Property, including, if applicable, lobbies, hallways, restrooms, elevators, driveways, sidewalks, parking, loading and landscaped areas.

“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 22(a) of this Lease.

“Force Majeure Delays” means any period of delay or cessation of work (to the extent actually resulting from such causes) due to strikes; riots; acts of God; shortages of labor or materials; national emergency; pandemic or national, regional or local health emergencies, acts of public enemy; governmental restrictions, laws or regulations; delays resulting from the failure of permits, licenses and approvals to be issued in timely manner (except for delays due to the applicable performing party’s failure to diligently pursue such permits, licenses and approvals), delay in transportation, accidents, floods, fire, damage or other casualties, precipitation, including snow and rainfall, of one quarter of an inch (0.25”) or greater than the historical averages for the last five (5) years preceding the date of commencement of such precipitation at the station nearest to the Buyer’s Parcel as shown in the NOAA database, other severe weather delays and delays caused by weather (e.g. site work conditions being too wet to grade or compact soils), or delays by utility companies in bringing utility lines to the Buyer’s Parcel or any other cause or causes, whether similar or dissimilar to those enumerated, beyond the performing party’s reasonable control or due to any delay caused by the wrongful acts of the performing party. In order to claim a delay for Force Majeure Delays, the claiming party must provide written notice to the other party within ten (10) days after the end of the event giving rise to the claim for Force Majeure Delays, together with such evidence or information to support such claim as the party receiving such notice may reasonably require to evaluate and substantiate such claim. Provided the party wishing to claim the benefit of a Force Majeure Delay has timely notified the other party as required herein, then the time for such party’s performance shall be extended on a day for day basis by the time of the delay actually caused by such Force Majeure Delay. The party claiming the benefit of a Force Majeure Delay must use commercially reasonable efforts to avoid or mitigate the impact of the event giving rise to the Force Majeure Delay.

“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 lesser of (i) the rate of 1 1/2% per month or (ii) the maximum rate permitted by Laws.

“Land” means the subdivide parcel on which the Building is situated or the portion thereof allocated by Landlord to the Building.

“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 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 and appropriate, replacement, as may be needed to keep the subject property in good condition and repair and, at Landlord’s election, in compliance with any current or future accreditation of the Building for any so-called “green initiatives”.

“Monthly Rent” means the monthly installment of Minimum Annual Rent plus Tenant’s Share of Operating Expenses, if any, payable by Tenant under this Lease.

“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.

“Normal Business Hours” means 8:00 a.m. to 6:00 p.m., Monday through Friday, legal holidays excepted, and 8:00 a.m. to 1:00 p.m., Saturdays.

“Operating Expenses” means all costs, fees, charges and expenses incurred or charged by Landlord in connection with the ownership, operation, maintenance and repair of, and services provided to, the Property, including, but not limited to, (i) the charges at standard retail rates for any services provided by Landlord pursuant to Section 7 of this Lease, (ii) the cost of insurance carried by Landlord allocable to the Building together with the cost of any deductible paid by Landlord in connection with an insured loss which is allocable to the Building, (iii) Landlord’s cost to Maintain the Property, (iv) the cost of trash collection (including any recycling programs initiated at the Building), (v) to the extent not otherwise payable by Tenant pursuant to Section 5 of this Lease, all association dues, liens, license and permit fees, together with the reasonable cost of contesting any of the foregoing, which are applicable to the Term, and which are imposed by any authority or under any Law, or pursuant to any recorded covenants or agreements, upon or with respect to the Property, or any improvements thereto, or directly upon this Lease or the Rent or upon amounts payable by any subtenants or other occupants of the Premises, or against Landlord because of Landlord’s estate or interest in the Property, (vi) the annual amortization (over their estimated economic useful life or payback period, whichever is shorter) of the costs (including reasonable financing charges) of capital improvements or replacements made after the initial construction of the Building which are (a) required by any Laws, (b) made for the purpose of reducing Operating Expenses, or (c) made for the purpose of directly enhancing the safety of tenants in the Building, (vii) a management and administrative fee, and (viii) building security services. The foregoing notwithstanding, Operating Expenses will not include: (i) depreciation on the Building, (ii) financing and refinancing costs (except as provided above), interest on debt or amortization payments on any mortgage, or rental under any ground or underlying lease, (iii) leasing commissions, advertising expenses, tenant improvements or other costs directly related to the leasing of the Property, (iv) levies, taxes (including real estate taxes, sales taxes and gross receipt taxes), assessments, and income, excess profits or corporate capital stock tax imposed or assessed upon Landlord, unless such tax or any similar tax is levied or assessed in lieu of all or any part of any taxes includable in Operating Expenses above. If Landlord elects to prepay real estate taxes during any discount period, Landlord shall be entitled to the benefit of any such prepayment. Landlord shall have the right to directly perform (by itself or through an affiliate) any services provided under this Lease provided that the Landlord’s charges included in Operating Expenses for any such services shall not exceed competitive market rates for comparable services.

“Property” means the Land, the Building, the Common Areas, and all appurtenances to them.

“Rent” means the Minimum Annual Rent, Tenant’s Share of Operating Expenses and any other amounts payable by Tenant to Landlord under this Lease.

“Rent Constant” means the rent constant established thirty (30) days before the issuance by the applicable governmental entity of a temporary or final certificate of occupancy for the Premises, which shall be 200 basis points (bps) above the current market cap rate for comparable office building sales in Richmond, VA (as determined by three qualified investment sale brokers), but in no event less than 8.5%.

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

“Tenant’s Share” means the percentage obtained by dividing the rentable square feet of the Premises by the rentable square feet of the Building, as set forth in Section 1 of this Lease, subject to adjustment in the event of a remeasurement of the area of the Building.

“Total Costs” means (i) the sum total of all hard and soft cost of acquiring and developing the Property, (ii) the actual costs of the labor and materials incurred by Landlord in constructing the Building and the Common Areas, (iii) the cost of any off-site improvements, (iv) actual fees and costs incurred by Landlord in connection with the design and development of the Building, (v) legal fees, closing costs, reasonable fees incurred in connection with such loans and all financing expenses, (vi) commissions, appraisal fees, architectural fees, engineering fees, title and recording charges and counsel fees, (vii) real estate taxes, impositions and special assessments becoming due and payable during the period of construction, utilities (through the Commencement Date), operating expenses, contingency (but only to the extent actually utilized), development fees, due diligence expenses, and any entitlement fees payable to any government entities, the final amount of which shall be shown on Schedule 1 to the executed Certificate of Lease Commencement (the form of which is attached hereto as Exhibit D).

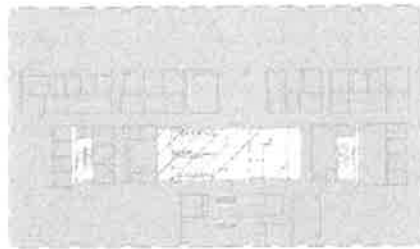
“Transfer” means (i) any assignment, transfer, pledge or other encumbrance of all or a portion of Tenant’s interest in this Lease, or (ii) any sublease, license or concession of all or a portion of Tenant’s interest in the Premises. A “Transfer” shall expressly not include an assignment, sublease, license or other permission to occupy the Premises given by Tenant to any agency, division, department, authority, body, or board of Tenant, including without limitation, the Chesterfield County Public Schools and/or the Economic Development Authority of the County of Chesterfield.

EXHIBIT A
PLAN SHOWING PREMISES

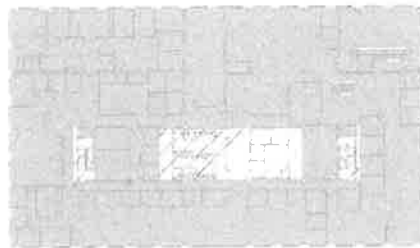
EXHIBIT A: LEASE PREMISES



LEASING PLAN 1ST FLOOR



LEASING PLAN 4TH FLOOR



LEASING PLAN 5TH FLOOR

EXHIBIT B

BUILDING RULES

1. Except for a reception desk in the lobby outside of Tenant's entry door on the 1st floor, any sidewalks, lobbies, passages, elevators and stairways 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 by all persons whose presence, in the 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. In addition to all other remedies under the Lease, Landlord may charge Tenant \$50.00 for each violation of this subsection 2.

3. Tenant shall not impair in any way the fire safety system and shall comply with all security, safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency. No person shall go on the roof without Landlord's prior written permission and, unless otherwise shown on the approved plans and specifications for construction of Tenant's improvements with respect to the Premises, Tenant shall have no right to place any microwave, satellite or other type of antenna on the roof or exterior of the Building without the prior written consent of Landlord which may be withheld or conditioned in Landlord's sole and absolute discretion and which may be conditioned upon payment of fees for any such use.

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 provided by Landlord 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 hangs, installs, mounts, suspends or attaches anything from or to any doors, windows, walls, floors or ceilings, Tenant shall spackle and sand all holes and repair any damage caused thereby or by the removal thereof at or prior to the expiration or termination of the Lease.

6. Tenant shall not change any locks nor place additional locks upon any doors.

7. Tenant shall not use nor keep in the Building any matter having an offensive odor, 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 excessive or dangerous current of electricity or annoyances into or through the Building or the Premises and to require the changing of wiring connections or layout at Tenant's expense, to the extent that Landlord may deem necessary, and further to require compliance with such reasonable rules as Landlord may establish relating thereto, and in the event of non-compliance with the requirements or rules, Landlord shall have the right immediately to cut wiring or to do what it considers necessary to remove the danger, annoyance or electrical interference with apparatus in any part of the Building. 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. No machinery of any kind other than customary small business machines shall be allowed in the Premises. Tenant shall not use any method of heating, air conditioning or air cooling other than that provided by Landlord.

9. Tenant shall not place weights anywhere beyond the safe carrying capacity of the Building which is designed to normal office building standards for floor loading capacity. Landlord shall have the right to exclude from the Building heavy furniture, safes and other articles which may be hazardous or to require them to be located at designated places in the Premises.

10. The use of rooms as sleeping quarters is strictly prohibited at all times. In addition to all other remedies under this Lease, Landlord may charge Tenant \$50.00 for each violation of this subsection 10.

11. Tenant shall have the right, at Tenant's sole risk and responsibility, to use only Tenant's Share of the surface parking spaces at the Property as reasonably determined by Landlord. Tenant shall comply with all parking regulations promulgated by Landlord from time to time for the orderly use of the vehicle parking areas, including without limitation the following: Parking shall be limited to automobiles, passenger or equivalent vans, motorcycles, light four-wheel pickup trucks and (in designated areas) bicycles. No vehicles shall be left in the parking lot overnight without Landlord's prior written approval. Parked vehicles shall not be used for vending or any other business or other activity while parked in the parking areas without Landlord's prior written consent. Vehicles shall be parked only in striped parking spaces, except for loading and unloading, which shall occur solely in zones marked for such purpose, and be so conducted as to not unreasonably interfere with traffic flow within the Property or with loading and unloading areas of other tenants. Employee and tenant vehicles shall not be parked in spaces marked for visitor parking or other specific use. All vehicles entering or parking in the parking areas shall do so at owner's sole risk and Landlord assumes no responsibility for any damage, destruction, vandalism or theft. Tenant shall cooperate with Landlord in any measures implemented by Landlord to control abuse of the parking areas, including without limitation access control programs, tenant and guest vehicle identification programs, and validated parking programs, provided that no such validated parking program shall result in Tenant being charged for spaces to which it has a right to free use under its Lease. Each vehicle owner shall promptly respond to any sounding vehicle alarm or horn, and failure to do so may result in temporary or permanent exclusion of such vehicle from the parking areas. Any vehicle which violates the parking regulations may be cited, towed at the expense of the owner, temporarily or permanently excluded from the parking areas, or subject to other lawful consequence. Bicycles are not permitted in the Building. In addition to all other remedies under this Lease, Landlord may charge Tenant \$50.00 for each violation of this subsection 11.

12. Tenant and its Agents shall not smoke in the Building or within 20 feet of the Building entrances and exits. In addition to all other remedies under this Lease, Landlord may charge Tenant \$50.00 for each violation of this subsection 12.

13. Tenant shall provide Landlord with a written identification of any vendors engaged by Tenant to perform services for Tenant at the Premises (examples: security guards/monitors, telecommunications installers/maintenance), and all vendors shall be subject to Landlord's reasonable approval. No mechanics shall be allowed to work on the Building or Building Systems other than those engaged by Landlord. Tenant shall permit Landlord's employees and contractors and no one else to clean the Premises unless Landlord consents in writing. Tenant assumes all responsibility for protecting its Premises from theft and vandalism and Tenant shall see each day before leaving the Premises that all lights are turned out and that the windows and the doors are closed and securely locked.

14. Tenant shall comply with any move-in/move-out rules provided by Landlord and with any rules provided by Landlord governing access to the Building outside of Normal Business Hours. Throughout the Term, no furniture, packages, equipment, supplies or merchandise of Tenant will be received in the Building, or carried up or down in the elevators or stairways, except during such hours as shall be designated by Landlord, and Landlord in all cases shall also have the exclusive right to prescribe the method and manner in which the same shall be brought in or taken out of the Building.

15. Tenant shall not place oversized cartons, crates or boxes in any area for trash pickup without Landlord's prior approval. Landlord shall be responsible for trash pickup of normal office refuse placed in ordinary office trash receptacles only. Excessive amounts of trash or other out-of-the-ordinary refuse loads will be removed by Landlord upon request at Tenant's expense.

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 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 will be enforced and applied consistently to all tenant in the Building, will not materially increase Tenant's cost of operating or conducting its operations or business in the Premises, and will not be unreasonably inconsistent with the proper and rightful enjoyment of the Premises by Tenant under the Lease.

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 nonenforcement will not constitute a waiver as to Tenant.

19. All requests for heating and air conditioning services outside of Normal Business Hours shall be submitted through Landlord's automatic control system or if no such system is installed or functional, such request shall be submitted in writing to Landlord's property manager by noon on the day desired for weekday services, by noon Friday for weekend services, and by noon the preceding day for holiday services.

EXHIBIT C

TENANT STATEMENT OF LEASE STATUS

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 as of the date of this Certificate have been satisfied and performed.
4. Tenant is not in default under the Lease Documents, Tenant has not received any written 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 Section 30 of the Lease and 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. Nothing herein shall constitute or be deemed to be a waiver of the sovereign immunity of either the Commonwealth of Virginia, and any reliance on this Certificate shall be with such understanding.
10. This Certificate shall inure to the benefit of all Beneficiaries.

IN WITNESS WHEREOF, Tenant has executed this Certificate this ____ day of _____, 20__.

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: See Section 30 of the Lease
- H. Security Deposit Paid to Landlord: \$
- I. Current Minimum Annual Rent: \$
- J. Current Tenant's Share of Operating Expenses: \$
- K. Current Total Rent: \$
- L. Square Feet Demised:

EXHIBIT D

Form of Certificate of Lease Commencement

THIS CERTIFICATE OF LEASE COMMENCEMENT ("Certificate"), dated as of the ____ day of _____, 202__, is entered into by and between _____ (the "Landlord"), and _____ (the "Tenant"), being the parties to the Lease Agreement (the "Lease") dated _____, 2022, demising certain premises (the "Premises") commonly known as _____ and more fully described in Lease.

Landlord and Tenant do hereby declare and confirm that the Building (as defined in the Lease) and the Premises are substantially complete and Tenant has accepted the Premises effective as of the ____ day of _____, 20__, and agree that the Commencement Date is _____ and the Expiration Date is _____.

Landlord and Tenant do hereby further confirm that (i) the Building contains _____ rentable square feet; (ii) the Premises contains _____ rentable square feet; (iii) Tenant's Share is ____%; (iv) the Total Costs set forth on **Schedule 1** attached to this Certificate represents the final understanding with respect to the costs and expenses referenced therein; (v) the Rent Constant is ____%; (vi) the Minimum Annual Rent for the first Lease Year shall be \$ _____; and (vi) Tenant's Share of Operating Expenses for the first Lease Year shall be \$ _____.

All other provisions in the Lease shall remain unchanged and in full force and effect. The terms in this Certificate that are defined in the Lease shall have the same meanings as provided in the Lease.

Tenant does hereby declare and confirm that the work required by Landlord under the Lease has been completed by Landlord and accepted by Tenant and the undersigned do hereby declare and confirm that the Lease is in full force and effect.

LANDLORD: _____

By: _____
Name: _____
Title: _____

TENANT: _____

By: _____
Name: _____
Title: _____

Schedule 1
to
Certificate of Lease Commencement

Total Costs

EXHIBIT E
WORK LETTER

The terms used in this Work Letter that are defined in the Lease shall have the same meanings as provided in the Lease.

1. General.

1.1 **Purpose.** This Work Letter sets forth the terms and conditions governing the design, permitting and construction of the Building and the Premises.

1.2 **Tenant's Representative.** Tenant acknowledges that Tenant has appointed Mike Laing (ECI Development Services) as its authorized representative ("Tenant's Representative") to interact with Landlord with regard to the Landlord Work. Tenant hereby ratifies all actions and decisions with regard to the Landlord Work that the Tenant's Representative may have taken or made prior to the execution of this Work Letter. Landlord shall not be obligated to respond to or act upon any plan, drawing, change order or approval or other matter relating to the Landlord Work until it has been executed by an authorized person on behalf of Tenant. Neither Tenant nor Tenant's Representative shall be authorized to direct Landlord's general contractor with respect to the Landlord Work, unless otherwise agreed to in writing by Landlord. In the event Tenant or Tenant's Representative directs Landlord's general contractor with respect to the Landlord Work and Landlord's general contractor performs work under such direction of Tenant or Tenant's Representative, then Landlord shall have no liability for the cost of such work, the cost of corrective work required as a result of such work, any delay that may result from such work, or any other problem in connection with such work.

2. **Landlord Work.** Subject to the provisions of this Work Letter, Landlord, at its expense, shall construct the Building and the Premises (collectively, the "Landlord Work") substantially in accordance with the construction drawings and specifications to be developed by Landlord's architects and engineers consistent with the items outlined in the design brief and the construction matrix attached hereto as Schedule 1 and this Work Letter and approved by Tenant (the "Construction Drawings and Specifications").

3. Design; Cost Estimate.

3.1 **Design Services Provided by Landlord.** To the extent they are not available upon the execution of this Work Letter, Landlord shall prepare and provide Tenant with the Construction Drawings and Specifications required for the Landlord Work. The Construction Drawings and Specifications shall include construction working drawings and other technical specifications detailing installation of the Landlord Work.

3.2 **Design Schedule.** In connection with the preparation of the Construction Drawings and Specifications, Landlord and Tenant shall comply with the following schedule:

(a) Landlord shall provide Tenant with proposed Construction Drawings and Specifications for the Landlord Work.

(b) Within five (5) business days after Tenant's receipt of the Construction Drawings and Specifications, Tenant shall review and, if acceptable, give Landlord its approval of Construction Drawings and Specifications by signing and dating the Construction Drawings and Specifications or, if not acceptable, provide written comments. If the Construction Drawings and Specifications are not acceptable and require revisions, Landlord and Tenant shall coordinate such revisions within five (5) business days after Landlord's receipt of Tenant's comments. For purposes of this Section, "business days" shall mean Monday through Friday, exclusive of legal holidays.

(c) The Work Milestone Dates is attached hereto as Schedule 2 (the "Work Schedule").

3.3 Approvals by Landlord. Any changes, additions or modifications that Tenant desires to make to the Construction Drawings and Specifications also shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld.

4. Responsibility and Payment of Costs. Landlord shall be responsible for the cost of preparing the Construction Drawings and Specifications and for the cost of performing the Landlord Work.

5. Construction.

5.1 Responsibility for Construction. After approval of the Construction Drawings and Specifications, Landlord shall administer the construction of the Landlord Work in accordance with the approved Construction Drawings and Specifications and any change orders approved pursuant to this Work Letter so as to meet the Work Schedule. All Landlord Work shall be constructed by Landlord's general contractor.

5.2 Change Orders. If Tenant requests any change or addition to the work or materials to be provided by Landlord pursuant to this Work Letter after Tenant's and Landlord's approval of the Construction Drawings and Specifications, Landlord shall respond to Tenant's request for consent as soon as possible, but in no event later than five (5) business days after it being made. If Landlord approves such request, Landlord shall as soon as practicable after such approval notify Tenant of the cost of such change order, including but not limited to any plan preparation and revisions, permitting and/or re-permitting and any work, materials and other services, and the delay in substantial completion of the Premises, if any, due to the change order which would be Tenant's sole responsibility. The cost of any proposed change order shall include all costs included in the original Cost Estimate as provided in this Work Letter. All additional expenses attributable to any change order requested by Tenant and approved by Landlord shall be payable to Landlord by Tenant upon approval by Tenant of the change order cost and/or delay, if any. For the avoidance of doubt, Tenant shall have no responsibility to pay for any change orders requested by Landlord or its general contractor.

6. Substantial Completion.

6.1 General. Landlord shall substantially complete (as defined below) the Landlord Work in accordance with the Work Schedule (subject to Force Majeure Delays (as defined in the Lease), or extension as a result of a change order or a Tenant's Delay (as defined below)), but neither the validity of this Lease nor the obligations of Tenant under this Lease shall be affected by a failure to Substantially Complete the Premises by such date, and Tenant shall have no claim against Landlord because of Landlord's failure to Substantially Complete the Premises on the date originally fixed therefor.

6.2 Substantial Completion. "Substantial Completion" of the Building shall be conclusively deemed to have occurred as soon as the Landlord Work installed by Landlord pursuant to this Work Letter has been constructed in accordance with the approved Construction Drawings and Specifications and approved change orders, the County has issued an certificate of occupancy (temporary or conditional) for the Landlord Work regarding the Building, and the Premises are ready and available to Tenant to commence Tenant's improvements and alterations constructed in accordance with Section 12 of the Lease (the "Tenant Work"). The issuance of a temporary or conditional certificate of occupancy for the Premises by the proper governmental entity shall not be required for Substantial Completion. Notwithstanding the above, the Premises shall be considered Substantially Complete and ready to be utilized for commencement of the Tenant's Work even though (a) there remain to be completed in the Premises punch list items reasonably acceptable to Landlord and Tenant, including but not limited to minor or insubstantial details of construction, the lack of completion of which will not materially interfere with the Tenant Work, and/or (b) there is a delay in the Substantial Completion of the Premises due to a "Tenant Delay" as defined below. Upon Substantial Completion, Landlord and Tenant shall execute the Certificate of Rent Commencement in the form attached hereto as Exhibit D.

6.3 Tenant Delays. A Tenant's Delay shall mean any of the following: (a) Tenant's failure to comply with any of the deadlines specified in this Work Letter; (b) Tenant's request for changes or additions to the Landlord Work subsequent to Landlord's approval of the Construction Drawings and Specifications which causes delays in the construction schedule; (c) Tenant's failure to pay when due any amounts required pursuant to this Work Letter; (d) Tenant's request for materials, finishes or installations not shown on the Construction Drawings and Specifications

and which are not available as needed to meet the general contractor's schedule for Substantial Completion; (e) Tenant's or Tenant's agent, including Tenant's contractors, vendors, and Representative's interference with the general contractor's schedule; or (f) the performance or completion of any work, labor or services by a party employed by Tenant. In the event of a Tenant's Delay, the commencement of the Term of the Lease and the payment of Rent under the Lease shall not be extended by the number of days of such delay and notwithstanding anything to the contrary stated in the Lease, the Term shall commence on the date the Premises would have been delivered to Tenant but for Tenant's Delay.

6.4 Punch List. Landlord and Tenant shall prepare and agree on a "punch list" which shall specify the items of work that require correction, repair or replacement. Landlord agrees to correct and complete any such items outlined in the punch list as soon as practicable, but in all events within 45 days of Substantial Completion.

6.5 Possession. Tenant, by taking possession of the Premises, agrees that Landlord has satisfactorily performed all work to be performed by it as hereinabove set forth, subject to the punch list items as may be agreed to by Landlord and Tenant.

7. Early Access. Landlord agrees that Tenant shall be allowed access to the Premises during construction of the Landlord Work to coordinate commencement of the Tenant Work so long as such access does not interfere with the Landlord Work being performed by Landlord. Such access shall be subject to all of the terms and conditions of the Lease (including, without limitation, the obligation to maintain and provide evidence of insurance pursuant to Section 8 of the Lease) except that Tenant shall have no obligation for payment of Minimum Annual Rent or Tenant's Share of Operating Expenses prior to the Commencement Date.

SCHEDULE 1 TO EXHIBIT E

DESIGN BRIEF

Below is a narrative of the general building specifications and Landlord delivery conditions.

Structural Design Criteria

The building structure is designed as a structural steel building with concrete decks and roof composed of roof decking with TPO.

1st Floor Live Load: 200 psf

2nd Floor to 5th Floor Live Load: 100 psf

Roof Live Load:

- Typical 20 psf
- Assembly 100 psf (reducible)

Wind Speed: 115 mph ultimate speed for Building Category II and Exposure B.

Earthquake Design: Seismic Risk Category II for a Site Class D and Seismic Design Category B.

Sustainability

There are no sustainability goals for the base building. Tenants may choose to implement design standards for their Tenant Improvement work, but any impacts to the base building will need to be approved by the Landlord.

Exterior Façade

Mix of brick façade, metal panels, punched storefront windows and spandrel glass.

Window Treatments

Standard manual window shades will be provided for the exterior window walls, except at the primary entrances. treatments. Shell and core will provide manual roller shades at the exterior window locations. The shade color and type can be found in the base building specifications.

Interior Finishes

Lobby finishes include porcelain tile flooring throughout, wood paneling door surrounds at the suite and public restroom entrances, porcelain wall tile accent walls and porcelain tile elevator surrounds, carpet at the entry vestibules, wood-look metal suspended ceilings, and 2x6 acoustical tiles accented by painted gypsum soffits.

Parking and Loading

Parking is provided in an adjacent parking garage on Parcel 3 of the development for all parking demands associated with the Building. Street parking is provided as part of the infrastructure project.

Security, Access/Egress

Computer controlled security/access system will be provided at doors associated with the core & shell, and access will be managed through a common system for each Tenant.

Pedestrian access is provided to the lobby and elevators during normal business hours. Access to the floors and Tenant areas will require computer controlled security access through card readers. Access to the mechanical and electrical spaces will be controlled by the Landlord. Additional security beyond keyed access control systems will be the requirement of the Tenant based on their access control standards, and are subject to review and approval by the Landlord.

Ceiling Height

Structural deck to underside of Structural deck

- 1st Floor: 15'-6 1/2" (excluding structural beams and MEP systems)
- 2nd Floor: 13'-6 1/2" (excluding structural beams and MEP systems)
- 3rd Floor: 13'-6 1/2" (excluding structural beams and MEP systems)
- 4th Floor: 13'-6 1/2" (excluding structural beams and MEP systems)

- 5th Floor: 13'-6 1/2" (excluding structural beams and MEP systems)

Typical suspended ceiling heights

- Lobby 101:
 - Gypsum Ceiling – 8'-0"
 - ACT-002 – 12'-0"
- Lobby 102;
 - Gypsum Ceiling – 12'-0"
 - ACT-003 10'-0"
- Lobby 116:
 - Gypsum Ceiling – 10'-6" and 12'-0"
 - ACT-002 – 12'-0"
 - ACT-003 – 10'-0"
- Egress Passageway 110 and 113:
 - ACT-001 – 10'-0"
- Elevator Lobby (202, 302, 402, 502):
 - Gypsum Ceiling – 10'-6"
 - ACT-003 – 10'-0"
- Womens Restroom 104 and Mens Restroom 103:
 - Gypsum Ceiling: 9'-0", 9'-6", and 12'-0"
 - ACT-001 – 9'-0"
- Womens Restroom (204, 304, 404, and 504) and Mens Restroom (203, 303, 403, and 503):
 - Gypsum Ceiling: 9'-0"
 - ACT-001 – 9'-0"
- Roof Lobby 602:
 - Gypsum Ceiling: 10'-6"
 - ACT-003 – 10'-0"
- Electrical (105, 205, 305, 405, and 505), Janitor (106, 206, 306, 406, and 506), and IT (107, 207, 307, 407, and 507)
 - Exposed Ceilings
- Tenant (120, 121, T2, T3, T4, and T5) ACT-001 – 10'-0" Suspended ceiling heights are also dependent upon tenant fit out and subject to change w/ landlord.

Ceiling Lighting

Tenants Discretion, subject to allowable criteria from electrical engineer, minimum lighting will be provided per code.

Code minimum lighting for tenant floors will be provided.

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Lighting Description

- A1 – 4' Strip Surface/Pendant Light
- B1 – 4" Square Downlight
- B2 – 4" Square Downlight
- C1- Linear LED Light
- D1 – Linear Plank Light
- E1 – Surface Cove Light
- F1 –Hoistway Light
- H1 – 4' Stairwell Surface Light
- G1 – 2x2 Recessed Grid Light
- J1 – Illuminated Mirror
- K1 – Handrail Light
- K2 – Walkway Light
- L1 – Exterior Sconce
- N1 – 4" Round Downlight Exterior
- X1 – Exit Wall Sign
- X2 – Exit Ceiling Sign
- X3 – Exit Exterior Sign

Door Height

Exterior doors:

Glass entry doors and vestibule doors 9'-0"
Stairwell Doors to Exterior: 7'-0"
Transformer Door and Dumpster Enclosure Gates: 11'-6"
Abutment Doors: 7'-0"

Roof Lobby Doors: 7'-0"

Interior doors:

Core Doors at Electrical Rooms, Restrooms, IT Rooms, Janitor Rooms, and Stairwell Doors:: 7'-0"
Tenant Entry Doors on Floors 1 to 5: 8'-0"

Electrical Service

Main switchboard is 4,000 amp, 277/480Y volt, 3 phase, 4 wire, 60 Hz, service entrance with ground fault main circuit breaker, digital meter, and integral surge protection device.

Backup Power

- 180KW Backup generator as required for egress lighting, fire alarm, and service elevator only. Other generator power items will be per TI requests and subject to landlord approval .

Telephone/Fiber Distribution

Telecom/Data infrastructure consisting of three 4" sleeves for fiber by internet service providers will be run to the building. Distribution from the main board is at Tenant's expense. Tenant will have access to services from Ting, Comcast or Century Link.

Lightning Protection Systems

The lightning protection system is comprised of 24"x1/2" aluminum air terminals attached to the eyebrow, edge of roof, top of the mechanical screen, and roof of roof lobby, stairwells, and elevators. The aluminum air terminals are connected by aluminum secondary conductors and then to the ground bond to the structural steel and finally to the grounding rods.

Mechanical

Outdoor Design Conditions

Outdoor design conditions listed in Table 1 are based on the 2021 ASHRAE Handbook -Fundamentals Climatic Data for Richmond, VA. Table 1 will be used to size the heating, cooling, and ventilation systems.

Table 1: Outdoor Design Conditions – Heating and Cooling Systems			
Location	Winter	Summer	
	Heating Design Temperature (99.6%)	Cooling Design DB Temperature (1%)	Cooling Design WB Temperature (1%)

Richmond, VA	17.4°F	92.4°F	75°F
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Indoor Design Conditions

The indoor design temperatures shown in Table 2 will be maintained throughout the year. Range of controllability for temperature will be $\pm 3^{\circ}\text{F}$ of the setpoint. Summer dehumidification will be provided through mechanical cooling and energy recovery with an expected humidity range of $50 \pm 5\%$. Mechanical spaces will be heated and minimally cooled.

Table 2: Indoor Design Conditions			
Area / Occupancy / Use	Summer (Cooling DB)	Winter (Heating DB)	Max Humidity (% RH)
Office Space	75°F	70°F	55
Meeting Spaces / Auditorium	75°F	70°F	55
Data Spaces	75°F	70°F	55
Common Spaces / Recovery Room	75°F	70°F	55
Restrooms	75°F	70°F	55
Mech. / Elec. / Storage Spaces	78°F	60°F	60
Core & Shell Spaces	78°F	60°F	60

Table 3 displays the assumptions used in determining the internal heat gains. Occupancy levels are for people heat gain and ventilation calculations, not for egress, and comply with the requirements of the 2018 Edition of the Virginia Uniform Statewide Building Code (USBC). Outdoor air ventilation rates listed are as required by the USBC. The USBC, by reference, directs the use of the 2018 International Mechanical Code (IMC), Table 403.3 for occupancy and outdoor air ventilation rates.

Table 3: Internal Heat Gains, Occupancy and Ventilation Requirements							
Area	Lights (Watts / SF)	Equip. (Watts / SF)	Occu- pancy (SF / Person)	People Sensible Heat Gain (BTUH / Person)	People Latent Heat Gain (BTUH / Person)	Outdoor Air (CFM / Person, unless noted)	Outdoor Air (CFM / SF)
Office Space	0.6	0.8	143	250	200	5	0.06
Data Space	0.6	10	0	0	0	0	0
Lobby	1.0	0.75	100	245	155	5	0.06
Corridor	0.6	0	0	0	0	0	0.06
Restrooms	0.6	0	0	0	0	0	0
Mech. / Elec. / Storage Spaces	0.5	0	0	0	0	0	0.12

Each floor's core and shell area will be conditioned by individual

These boxes will be provided by Landlord at the following rates: Common areas, restrooms, and lobbies include VAV boxes with electric reheat.



The Tenant, at tenant's expense, will be responsible for VAVs and the distribution from the VAV boxes as well as any additional boxes required beyond the documentation provided.

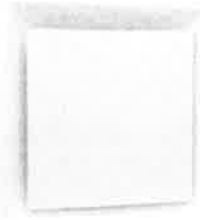
System Components

Packaged Variable Air Volume Rooftop Unit (VAV RTU):

A packaged VAV RTU with electric heat will ensure that roof space is used efficiently, and the unit has ample clearance on all sides for maintenance and installation. The VAV RTU will be equipped with an energy recovery wheel to remove sensible and latent energy to precondition the incoming fresh airflow if required by code. Additionally, the RTU will cool or heat the supply air before it is delivered to terminal boxes that vary the airflow delivered to each zone.



Plaque Face and Linear Diffusers for Core & Shell spaces with ceilings:



Interior zones will utilize plaque face, 4-way diffusers and extruded aluminum linear diffusers. The plaque face, pictured to the left, is a basic 24"x24" face diffuser designed for lay-in ceilings; hardware for solid ceilings is also available. The linear diffuser can be provided with various slot configurations, in many different lengths to best suit the ceiling and space application.

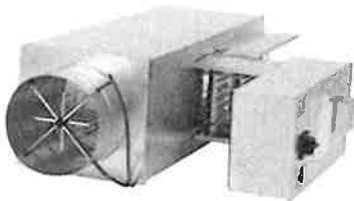


Return Air Grilles for Core & Shell spaces with ceilings:



Light fixtures with integrated return air slots, pictured to the left, and perforated 2'x2' return grilles, pictured to the right, will be considered. The return air light fixtures can only be used in areas of low air flows and enclosed perimeter zones. The light fixture return air devices do require a more frequent maintenance to keep clean. Also, performance varies greatly between manufacturers and models. We recommend following our standard of providing the 2'x2' perforated return grilles as the basis of design for the building when utilizing plenum returns.

Terminal Boxes:



The terminal boxes vary the amount of air delivered to each thermostat zone to maintain the desired indoor temperature. The terminal boxes will also be equipped with electric reheat coils to enable heating and dehumidification capability. Building temperatures will be controlled at zone level with each terminal box.

There will be limited availability in the base building system for additional cooling loads. The Tenant, at the tenant's expense, will be able to utilize this roof as long as the structure allows.

Internal Design Data

Occupant Load:	140 SF/person	
Ventilation Air:	20 CFM/person	
Lighting Load:	1.0 watts/SF	
Equipment Load:	5 watts/SF	
Summer:	Indoor-75°DB/60% rh	Outdoor-93°DB/73.5°WB
Winter:	Indoor-70°DB	Outdoor-16.4°DB

Fire Pump

The fire pump will be 75 hp soft start with built in transfer switch disconnect. The pump will have a rated capacity of 750 gpm and total rated head of 140 psig. The motor is 100hp and 3600rpm.

Fire Alarm

A multi zoned multiplexed ADA fire alarm system installed by NFPA requirements. Tenant, at tenant's expense, shall use the Landlord's fire alarm subcontractor for final tie-ins. Fire alarm system non-proprietary.

Sprinkler System

An enhanced, ordinary hazard NFPA 13 sprinkler system will be installed throughout the building. Common area will have a combination of semi recessed and recessed heads. Ordinary hazard is required in all applications. Light hazard will not be acceptable.

Plumbing

Water

1" Hot Water provided to serve the core lavatories and mop sinks only by electric water heater in Janitor's Closets on Floors 1-5. Landlord to install submeter at each floor.

Two (2) 1-1/2" Cold Water taps provided to Each Floor, Tenant is responsible for incorporating into design. If tenant desires hot water a, hot water heater system may be installed but must be approved by Landlord. Landlord will provide and tenant must install a 1" submeter.

Piping

Cast Iron sanitary, vent, and roof drain lines. Copper 1-1/2" cold and 1" hot water supply lines.

Wet Columns

Two (2) connections will be located on each floor in the janitor's closet with a 4" sanitary, 2" vent, and 1-1 1/2" CW supply line which will be Tenant accessible, valve and 1" line capped above the ceilings. The sanitary plumbing stack will extend through roof with 3" VTR.

Each floor will have fully furnished and finished toilet rooms for both men and women.

Quantities per Floors 1-5

Men	Women
<u>6 Urinal</u>	
3 Water Closets	6 Water Closets
<u>4 Lavatories</u>	<u>4 Lavatories</u>

2ADA compliant water fountains with bottle filler. Base Price assumption is Elkay combination fountain and bottle filler

Fixture Types

Urinals: wall-hung, flush valve.

Water Closets: wall-hung, flush valve.

Lavatories: Under-counter mounted.

ATTACHMENT TO SCHEDULE 1 OF EXHIBIT E

LANDLORD WORK VS. TENANT WORK

The intent of the following list of building components is to draw a clear distinction between the Landlord Work and the independent components of the Tenant Work in the Premises.

Component	Landlord Work	Tenant Work
Superstructure		
Supplemental support for special tenant load requirements		TI
Exterior Enclosure		
Exterior Glazing – Storefront, Curtainwall, Window Wall, etc.	LW	
Brick Masonry	LW	
Metal Panel	LW	
Window treatments – Building and tenant areas	LW	
Interior Construction		
Demising walls – between Tenant space and common areas and core will be provided by Landlord. Landlord will include drywall on both sides of demising walls, except in the case of the 5 th floor common corridor.	LW	
Insulation at exterior walls – non glass	LW	
Drywall at exterior walls – non glass	LW	
Tenant Floor Corridor Partitions floor, ceiling wall finishes		TI
Multi-tenant corridor floor, ceiling, and wall finishes – 1 st Floor	LW	
Multi-tenant corridor floor, ceiling, and wall finishes – 5 th Floor		TI
Multi-tenant floor elevator lobby finish	LW	
GWB Structural column enclosures		TI
Spray Fireproofing of structural columns, beams and deck as necessary	LW	
HVAC and plumbing shafts and chase walls	LW	
Toilet rooms and janitor closet partitions	LW	
Toilet rooms finishes partitions and specialties	LW	
Mechanical/Electrical rooms and service area partitions	LW	
Core area doors, frames and hardware	LW	
Ground floor lobby finishes	LW	
Partitions within demised tenant spaces		TI
Doors, frames, hardware within tenant spaces		TI
Tenant entries and exits from core areas – Landlord to provide entry ways in any exterior walls for the purposes of maintaining fire code, if applicable.		TI
Suspended ceiling systems within tenant spaces		TI – Allowance for ceilings.
Floor and wall finishes within tenant spaces		TI

Interior signage and graphics within tenant spaces		TI
Mechanical		
Supply air duct and piping to each floor (medium pressure)	LW – per C&S docs	
Core area ductwork and piping – grilles and diffusers	LW	
Ductwork and piping to common areas and toilet rooms VAV boxes	LW	
Ductwork and piping to tenant VAV boxes		TI
Internal zone VAV boxes within tenant spaces		TI
VRF / mini split systems and boxes for IT closets		TI
VAV boxes for code minimum heating and cooling on tenant floors	LW	
Ductwork and piping from VRF boxes within tenant spaces and any additional VRF boxes		TI
Grilles and diffusers within tenant spaces		TI
Automatic temperature control system within tenant spaces		TI
Automatic temperature wiring and thermostat from VAV boxes within tenant spaces		TI
HVAC common area corridor	LW	
HVAC common area elevator lobby	LW	
Supplemental, dedicated cooling for tenant spaces		TI
Electrical		
Main electrical services and distribution to floors	LW	
4000 amp main switchboard	LW	
277/480 volt mechanical equipment and lighting distribution panels on each floor	LW	
Core and building service area lighting and electrical distribution	LW	
120/208 volt panel boards on each floor for tenant spaces	LW	
(1) High voltage Panel and (1) Low Voltage panel is provided for Core area and associated items for the core and shell. Additional breakers provided by Tenant to support tenant requirements..	LW	
180kW stand-by generator as required for for Core & Shell life safety	LW	
Independent standby generator or increased capacity of building generator for tenant operations SUBJECT TO LANDLORD APPROVAL		TI
Switches, receptacles and lighting within tenant spaces		TI
Empty conduit sleeves for telephone vertical distribution from main telephone board is Three (3) 4" sleeves from 1 st floor to each floor. Additional conduits by the TI.	LW	
Occupancy sensors in restrooms	LW	
Code minimum lighting for TI spaces. Exterior building lighting per approved county plans.	LW	

Tenant Buildout lighting incorporated into interior design.		TI
Security, CCTV, and access control in tenant spaces		TI
Telephone and internet services to tenant spaces		TI
Plumbing		
Janitor closet plumbing and fixtures	LW	
Toilet room fixtures on each floor (see base building specs)	LW	
ADA compliant water fountain with bottle filler on floors 4 and 5	LW	
Wet columns capped for tenant operations includes two (2) 1" CW lines capped, two (2) 4" sanitary lines capped, and two (2) 2" vent lines capped.	LW	
Sink and miscellaneous fixtures within tenant spaces, outside of Base Building restrooms on each floor		TI
Private toilet rooms, showers and EDFs within tenant spaces (if applicable)		TI
Fire Protection		
Fire sprinkler – finished in core spaces	LW	
Fire sprinkler – finished in tenant spaces for core and shell condition* *Tenants responsible for adjustments to sprinkler system required for T.I.	LW	
Fire sprinkler – finished in lobby areas	LW	
Fire sprinkler piping to support tenant spaces for core and shell condition *Tenants responsible for adjustments to sprinkler system required for T.I.	LW	TI
Fire alarm devices in core and shell areas	LW	
Fire alarm devices in tenant spaces for core and shell condition *Tenants responsible for additional fire alarm devices required for the TI.	LW	TI

SCHEDULE 2 TO EXHIBIT E

WORK MILESTONE DATES

- | | |
|---|-------------------|
| 1. Tenant space available for start of tenant construction: | January 11, 2024 |
| 2. Building "Dry-In": | May 21, 2024 |
| 3. Landlord Base Building Substantial Completion: | January 22, 2025 |
| 4. Tenant Work Substantial Completion: | February 21, 2025 |
| 5. Tenant Move-In Date: | February 21, 2025 |
| 6. Tenant Work Final Completion: | March 21, 2025 |

EXHIBIT F

MINIMUM ANNUAL RENT ESTIMATE

Cost Category	Total Bldg.	Tenant's % Share	Tenant Cost
Land	\$604,800	50%	\$302,400
Site Costs	\$1,500,000	50%	\$750,000
Building Shell	\$35,500,000	50%	\$17,750,000
Soft Costs	4,000,000	50%	\$2,000,000
Total Costs	\$41,604,800		\$20,802,400
		Rent Constant	8.50%
		Minimum Annual Rent	\$1,768,204
		Rent/SF	\$23.58

The foregoing are estimates of Total Costs. The Minimum Annual Rent shown above assumes a Rent Constant of 8.5%. The actual Total Costs, Rent Constant and Minimum Annual Rent shall be shown on Schedule I to the executed Certificate of Lease Commencement (the form of which is attached hereto as Exhibit D). In no event shall the Minimum Annual Rent for the first (1st) Lease Year exceed \$28.00 per rentable square feet of space located in the Premises. Thereafter, Minimum Annual Rent shall increase by three and a half percent (3.5%) on the first day of each subsequent Lease Year during the Term.

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