

LEASE AGREEMENT

THIS LEASE AGREEMENT is made by and between the **COUNTY SCHOOL BOARD OF ALBEMARLE COUNTY, VIRGINIA** (hereinafter the "Landlord") and **CFA INSTITUTE** (hereinafter the "Tenant").

SECTION 1

This Section 1 is an integral part of this Agreement and all of the terms hereof are incorporated into this Agreement in all respects. In addition to the other provisions which are elsewhere defined in this Agreement, the following, whenever used in this Agreement shall have the meaning set forth in this Section, and only such meaning, unless such meanings are expressly contradicted, limited or expanded elsewhere in this Agreement:

1.1 Date of Agreement. May 12, 2011.

1.2 Property. That certain lot or parcel of land, known as Monticello High School, located in Albemarle County, Virginia, which shall include the parking facilities designated in Diagram 2 of Attachment 1 (hereinafter the "Property" or "MHS"). Attachment 1 attached hereto sets forth the particular areas of the Property that are subject to Tenant's use during the term of this Agreement. Unless specifically agreed to in writing by Landlord, Tenant shall have no rights to use any other part of the Property not identified in this Agreement, however, Landlord agrees not to rent to any third-party any unused portion of the Property as identified in Attachment 1.

1.3 Lease Dates by Year. Subject to the terms and conditions contained herein, Landlord grants Tenant the right to use and occupy the Property for the dates set forth below:

Year	Dates and Times ¹	Use
2011	June 13 - June 17 (8am – 5pm access)	Set-Up
	June 20	Move-In
	June 25 – July 8	Event
	July 13	Move-Out
2012	June 11 – June 15 (8am – 5pm access)	Set-Up
	June 18	Move- In
	June 23- July 6	Event

	July 11	Move-Out
2013	June 10 – June 14 (8am – 5pm access)	Set-Up
	June 17	Move- In
	June 22-July 5	Event
	July 10	Move-Out

¹ Unless otherwise noted, 24 hour access is required. Notwithstanding this provision, Tenant's normal hours of operation will be from 6:30am to 8:00pm, and Tenant's use of the auxiliary gym and weight room will occur from 6:00am to 9:00pm.

In the event that Tenant changes the Move-In, Event or Move-Out Dates, Tenant will provide notice to Landlord of such date changes at least sixty (60) days prior to the applicable Move-In Date. However, Landlord specifically reserves the right to postpone the Move-In Date in the event that it is required to utilize the Property for classes because of inclement weather, and as may be required by Virginia State Board of Education regulations pertaining to minimum number of school days. Landlord agrees to notify Tenant at least 60 days in advance of the scheduled Move-In Date for that year as to its intent to postpone the Move-In Date and the anticipated revised Move-In Date. Landlord agrees to use its best efforts to assist Tenant in its operations if the Move-In Date occurs more than 2 days after the scheduled Move-In Date, and will also seek a waiver from the Virginia Department of Education in the event such postponement may be necessary. In the event that the Move-In Date has been postponed and the Property is not ready for use by Tenant for grading-related purposes by the scheduled Move-In Date, Tenant shall be entitled to a pro rata reduction in rent payable under Section 1.5 of this Agreement for each day during which the Property is unavailable to Tenant. Such reduction shall not apply if Landlord and Tenant agree that the lease term shall be extended such that Tenant occupies the Property for the total number of days contemplated by the lease term for that respective year. If the Move-In Date is postponed more than 2 days prior to the Event Date, both parties shall be released from any and all obligations under this Agreement, Tenant shall be entitled to a full refund of any amounts paid to Landlord, less reasonable actual expenses incurred by Landlord to date, and this Agreement shall be considered terminated.

- 1.4 Term and Termination.** This Agreement shall be effective from the date of the Agreement until August 31, 2013. Tenant can terminate this Agreement without cause upon ninety (90) days advanced written notice to Landlord. In the event of termination by Tenant without cause, Tenant shall forfeit the amount equal to the applicable year's security deposit.

1.5**Rent.**

(a) General. Tenant shall pay rent in the amount of Four Hundred Sixty Thousand Dollars (\$460,000.00) for the 2011 year. For the 2012 and 2013 terms, the parties shall execute a Rent Adjustment Addendum in substantially the same form as provided in Attachment 6. Rent for the 2012 and 2013 terms shall be adjusted by the change in the Consumer Price Index ("CPI") for the immediate twelve month period using the CPI formula as set out in section 1.5(b).

(b) Calculation of Rent Adjustment. As used herein, "Consumer Price Index" shall mean and refer to that table in the CPI published by the United States Department of Labor, Bureau of Labor Statistics ("BLS"), now known as the "Consumer Price Index" as set forth below. If such Index referred to above shall be discontinued, then any successor Consumer Price Index of the BLS, or successor agency thereto, shall be used. The specific index to be used ("CPI Index") is as follows:

Consumer Price Index - All Urban Consumers

Series Id: CUUR0000SA0L1E

Not Seasonally Adjusted

Area: U.S. city average

Item: All items less food and energy

The CPI formula shall be defined as follows: The 2011 Base CPI is 223.690 (which is the March listing in the 2011 CPI Index). In April of 2012 and 2013, the new Base CPI shall be calculated by averaging the preceding 12 months of CPI data. Rent for years 2012 and 2013 shall be calculated by: (1) taking the difference between the previous year's Base CPI and the current year's Base CPI; (2) expressing that difference as a percentage; then (3) multiplying that percentage by the previous year's rent. For example, in April 2012, the difference between the 2011 Base CPI (223.690) and an average of the CPI data for March 2011 through March 2012 will be calculated. The rent will be adjusted by the percent change between the preceding year's Base CPI and the current year's Base CPI, except that in no event shall the annual rental adjustment be greater than 3% over or below the preceding year's base rent.

(c) Payment Terms. Payment shall be made as follows:

Year	Payment Dates	Amount
2011	May 20	\$230,000
	August 13	\$230,000

2012	May 18	50% of 2012 rent
	August 11	50% of 2012 rent
2013	May 17	50% of 2013 rent
	August 10	50% of 2013 rent

If any installment of rent as herein called for remains overdue and unpaid for fifteen (15) calendar days, Landlord shall impose a penalty of five (5) percent of the rental amount due. If any installment of rent as herein called for remains overdue and unpaid for fifteen (15) days thereafter, Landlord may, at its option, at any time during such default, declare this Agreement terminated and immediately take possession of the Property.

- 1.6 Security Deposit.** Each year, at least sixty (60) days prior to the scheduled Move-In Date, Tenant shall deposit the sum of Fifty Thousand Dollars (\$50,000.00) into an account to be opened in Landlord's name at Wachovia Bank, N.A. as security for damage due to Tenant's failure to pay sums due hereunder for damage to the Property (the "Security Deposit"). The Security Deposit shall be maintained in this account until the scheduled Move-Out Date and for thirty (30) days thereafter. Any interest earned on the Security Deposit shall be payable to Tenant. Tenant bears the cost of opening and closing the account. Landlord bears the cost of using the account, such as costs for overdraft fees and fees for certified or cashiers' checks. Before Landlord withdraws money from the Security Deposit Account, Landlord shall give Tenant reasonable notice of its intent to withdraw, the amount of its intended withdrawal, the reasons for the intended withdrawal and Landlord shall give Tenant an opportunity to inspect or document the condition or circumstances that Landlord intends to repair or act upon. In cases of emergency, Landlord shall have no duty to give prior notice, but Landlord shall give written notice as soon as practical and shall take reasonable steps to document the condition in question. If, after withdrawing from the Security Deposit account in accordance with this provision and during the term of this Agreement, Landlord gives Tenant a written demand to replenish the account, Tenant shall do so within seven (7) business days. Within thirty (30) days after the Scheduled Move-Out Date, Landlord shall return the Security Deposit less such portion thereof as Landlord may have used to satisfy Tenant's obligations hereunder.

- 1.7 Permitted Uses.** Occupancy as a grading facility for CFA Institute examinations. No other uses of any kind are allowed on the Property, except as noted elsewhere in this Agreement. Tenant may not permit additional uses without prior approval from Landlord. Landlord agrees to post Labor Condition Application notices, as required by law, on behalf of Tenant in locations convenient to Landlord that will satisfy Tenant's legal requirements. Tenant will provide Landlord with all notices and applicable dates for posting. Any costs associated with the posting of notices, as well as any claims or loss arising from the posting of such notices, shall be the sole responsibility of Tenant.

Tenant agrees not to store or maintain any equipment on any portion of the parking area of the Property. In addition, Landlord reserves the right to require Tenant to remove from the Property any personal property, including but not limited to vehicles, appliances, etc., that is inconsistent with the uses permitted by this Agreement. If Tenant fails to remove such equipment within three business days after written notice from Landlord, Landlord may remove any such equipment and Tenant shall be solely responsible for all costs incurred by Landlord as a result. In addition, such refusal or failure by Tenant to remove any such equipment after written notice from Landlord shall constitute a material breach of this Agreement. Tenant further agrees to cooperate fully with Landlord's custodial staff in providing access for purposes of cleaning up any spillage of trash or debris that shall occur in connection with the use of any dumpster or other trash collection container.

SECTION 2

Grant and Term

- 2.1 Grant.** In consideration of the payment of rent specified in Section 1, Landlord demises and leases to Tenant and Tenant hereby leases from Landlord the Property, upon the terms and conditions herein provided, subject to the terms and conditions of this Agreement.

SECTION 3

Subletting and Assignment

- 3.1 Consent.** Tenant will not sublet the Property or any part thereof or transfer possession or occupancy thereof to any person, firm or corporation, or transfer, assign, mortgage, pledge or encumber this Agreement, without the prior written consent of Landlord, which consent may be withheld by Landlord in its sole discretion.

SECTION 4

Upkeep of Property

- 4.1 This Section left intentionally blank.**
- 4.2 Maintenance and Upkeep.** During the term of this Agreement, Tenant shall keep the Property clean, neat, orderly, presentable and in good repair at all times. No later than ten (10) calendar days prior to the Move-In Date, Landlord and Tenant shall conduct a "walk-through" of the Property, and Landlord agrees to consider any "punch list" items identified in writing by Tenant. In the event that Landlord has not reasonably addressed Tenant's "punch list" items, Landlord agrees that Tenant shall be entitled to refuse acceptance of the Property, shall be entitled to a full refund of any amounts paid to Landlord, less reasonable actual expenses incurred by Landlord to date prior to such refusal, shall be released from any and all obligations under this Agreement, and this Agreement shall be considered terminated. Landlord makes no representations or

indemnities as to the condition of the Property that are not covered by or otherwise addressed by the parties prior to the Move-In Date.

- 4.3 Tenant Installation and Upkeep.** During the term of this Agreement, Tenant may not make or cause to be made any interior non-structural alterations, additions or improvements to the Property, except as may be agreed to in writing by Landlord. In the event Tenant wishes to make such alterations, additions or improvements, it will provide Landlord with prior written request, including the business necessity or justification supporting the request, and Landlord may approve or deny such request in its discretion, but Landlord will not unreasonably withhold approval. Tenant agrees not to alter, remodel or in any way change the exterior landscaping.

Upon expiration or sooner termination of this Agreement, Landlord shall have the option (exercisable upon ten (10) days notice to Tenant except in the case of a termination of this Agreement due to a default by Tenant, in which case no such notice shall be required) to require Tenant to remove at Tenant's sole cost and expense any and all improvements made by Tenant to the Property or to elect to keep such improvements as Landlord's property. In the event Tenant is required to remove any improvements, Tenant shall be responsible for the repair of all damage caused by the installation or removal thereof, and if Tenant fails to properly remove such improvements or provide for the repair of the Property, Landlord may perform the same at Tenant's sole cost and expense. In the event Landlord elects to do so, it will provide written notice to Tenant.

- 4.4 Tenant Maintenance and Condition of Property upon Surrender.** Tenant will keep the Property and the fixtures and equipment therein in good order and condition, will suffer no waste or injury thereto, and will, at the expiration or other termination of the term thereof, surrender and deliver up the same in like good order and condition as the Property shall be at the Move-In Date of the term of this Agreement, ordinary wear and tear excepted.

- 4.5 Landlord Equipment.** Tenant is permitted to use certain personal computers owned by Landlord in connection with the grading and related activities to be performed by Tenant during the term of this Agreement. Tenant may utilize only those computers designated by Landlord and referred to on Schedule C to this Agreement. Tenant may not utilize computers located in the following areas of the Property for any purpose: Destination, Administrative, CAD lab, Tech2000 lab, and Publishing Center. Tenant acknowledges that it will not have access to the Albemarle County Wide Area Network ("WAN") for any purpose whatsoever, including Internet access, and that Landlord will segment the Local Area Network ("LAN") at Monticello High School so that no CFA Institute traffic will enter the County WAN. Landlord represents and warrants that Landlord will fully disable or disconnect all wireless networks within Landlord's reasonable control servicing the Property or its surrounding areas.

Tenant shall be responsible for all damages to personal computers subject to its use and caused by the negligent acts or omissions of Tenant, its officials, employees,

agents, representatives, invitees or licensees, during the term of this Agreement, and agrees to pay all costs associated with the repairs of such computers necessitated by Tenant's negligent use hereunder. Notwithstanding the preceding sentence, Tenant's maximum liability for each damaged personal computer shall be limited to the actual replacement cost of the machine, and Tenant shall not be required to compensate Landlord for any lost data. This provision shall survive expiration of the Agreement. Landlord will provide notice to Tenant within thirty (30) days of the scheduled Move-Out Date of any damages covered by this provision.

- 4.6 **Tenant Equipment.** Maintenance and repair of Tenant-supplied equipment such as computers and related peripheral equipment, and any other equipment necessary to support its use as a grading facility within the Property, whether installed by Tenant or by Landlord on behalf of Tenant, shall be the sole responsibility of Tenant, and Landlord shall have no obligation in connection therewith. Notwithstanding the provisions hereof, in the event that repairs required to be made to the Property as a result of the use of the Property by Tenant become immediately necessary to avoid possible injury or damage to persons or property, Landlord may, but shall not be obligated to, make repairs to Tenant's equipment at Tenant's expense. In the event such repairs are necessary, Landlord will provide notice to Tenant.
- 4.7 **Illegal and Prohibited Uses.** Tenant will not use or permit the Property or any part thereof to be used for any disorderly, unlawful or extra-hazardous purpose. Tenant also specifically acknowledges and agrees that its employees, agents, representatives, invitees or licensees will not smoke or otherwise use or permit the use of tobacco products, alcohol, drugs or other controlled substances or the possession or use of weapons of any kind on the Property, whether inside or outside, at any time.
- 4.8 **Title and Covenant Against Liens.** The Landlord's title is and always shall be paramount to the title of the Tenant and nothing contained in this Agreement shall empower the Tenant to do any act which can, shall or may encumber the title to the Landlord. Tenant covenants and agrees not to suffer or permit any lien of mechanics or material men to be placed upon or against the Property or against the Tenant's leasehold interest in the Property and, in case of any lien attaching, to immediately pay and remove it.

SECTION 5

Support and Additional Services

- 5.1 **MHS Site Management.** The name and contact information of the site manager for Landlord shall be provided to Tenant at least sixty (60) days before each scheduled Move-In Date. Such manager shall be Landlord's representative and shall be authorized to act on Landlord's behalf. It is anticipated that the site manager will be responsible for serving as the main contact person during the term of this Agreement, and shall assist Tenant in executing the internal tasks necessary to prepare the Property for the grading process. From the Move-In Date through the Move-Out Date

each year, the site manager or the site manager's representative will be available on-site to assist Tenant in its operations between the hours of 6:15 a.m. and 9:00 p.m. and will be available on a twenty-four (24) hour on-call basis in the event of an emergency. On the Event Dates, an HVAC technician will be onsite between the hours of 6:00am and 5:00pm and will be available for any emergency on a twenty-four (24) hour on-call basis. A list of emergency contact numbers, including the name and number of the site manager's representatives and the HVAC technician, should be provided to the Tenant no later than ten (10) days before each scheduled Move-In Date. Landlord agrees to replace all HVAC filters within 5 days of the applicable Move-In Date. In addition, prior to the Move-In Date, Landlord shall inspect the HVAC system for problems that may arise during the Event and shall take all necessary measure to prevent or repair such problems.

- 5.2 Food Services.** Food Services and related services will be provided by the Albemarle County School Division Child Nutrition Department as more fully described in Attachment 2 (a copy of the executed 2010 Food Services Addendum). The terms of Attachment 2 may be revised annually to update figures, dates, and other information following good-faith negotiations and execution of an addendum by the parties at least thirty (30) days prior to the applicable Move-In Date.
- 5.3 Computer, Telecommunications and Information Technology Support.** Landlord shall provide or arrange for certain computer, telecommunications and information technology support services as more fully described in Attachment 3 of this Agreement. Should additional services be desired and/or required by Tenant, the parties agree to negotiate concerning the provision of such services, which will be charged at Landlord's then-prevailing rates.
- 5.4 Custodial and Athletic Facilities Support.** Landlord shall provide or arrange for the provision of certain custodial and athletic support services as more fully described in Attachments 4 and 5 of this Agreement. Should additional custodial or athletic facilities support services be desired and/or required by Tenant, the parties agree to negotiate concerning the provision of such services, which will be charged at Landlord's then-prevailing rates.
- 5.5 Security.** Tenant agrees to hire, at its own expense, security guards for the purpose of providing and maintaining security at the Property during the term of this Agreement. Unless such security guards are off-duty Albemarle County Police officers, they shall not be permitted to carry or possess weapons of any kind, and shall cooperate in all respects with the Albemarle County Police Department or other law enforcement personnel, as well as with Landlord's employees, representatives or agents. Tenant specifically agrees to assume all responsibility and liability for the provision of such security services, and Tenant agrees to indemnify and hold Landlord harmless for and against any and all claims, losses, liabilities, damages and expenses, including attorney's fees incurred or suffered by Landlord, that may arise from or occur in connection with the provision of security services by Tenant or any firm or company with which it may contract for such purpose.

Landlord acknowledges that Tenant will use the Property to store and handle confidential and proprietary information and materials. Landlord agrees to assist Tenant as the latter may reasonably request to safeguard such information and materials. Landlord shall cooperate with Tenant in the fulfillment of Tenant's security obligations. Landlord also agrees to (a) cooperate with the security personnel hired by Tenant during the term of this Agreement; (b) provide information (e.g., names and job titles) of persons with access to those portions of the Property where Tenant's information and materials are stored; (c) cooperate with Tenant to limit access to those portions of the Property where Tenant's information and materials are stored; and (d) all officials, employees, agents, and representatives will enter and exit through the main lobby entrance only. Only exceptions to this are an emergency or large delivery.

No photographs shall be taken on the Property during the term of this Agreement.

- 5.6 Moving Services.** Tenant acknowledges that its use of the Property may necessitate the temporary removal and storage of certain of Landlord's equipment and furnishings located at the Property, and agrees to cooperate with Landlord with such removal and storage during the term of this Agreement. Landlord will be responsible for moving its own equipment and furnishings into and out of storage prior to and after the Move-In Date. Tenant specifically agrees that it will not move or cause to be moved any of Landlord's computer and telecommunications equipment without the site manager(s)'s prior consent.

SECTION 6

Access

- 6.1 Landlord's Access.** Landlord shall maintain exclusive possession of all keys for the Property as well as access to security system(s) located at the Property. Landlord, through its Site Manager(s), will cooperate fully with Tenant in providing access to the Property as needed during the term of this Agreement. Landlord, its officials, employees, representatives or agents, shall have at all times the right of access to the Property in order to (a) conduct School Division business; (b) make inspections or make such repairs and maintenance to the Property as Landlord may deem necessary; and (c) for any purpose whatsoever relating to the operation of the Property as a school as well as for the safety, protection or preservation of the Property. Landlord agrees that its officials, employees, representatives and agents will (i) carry County or CFA Institute identification at all times when on the Property and will make such identification available to Tenant upon request; (ii) refrain from interfering with any of Tenant's use of the Property except where required by law or in case of a fire, safety, or other emergency; (iii) fully respect Tenant's right of quiet enjoyment as set forth in Section 11.1 of the Agreement; and (iv) limit business traffic and eliminate traffic of spouses, children, and any other traffic that is non-business related. In addition, Landlord, its officials, employees, representatives or agents, shall have the right of access the portion of the Property comprising the weight room and new athletic wing from 6:00 pm to 9:00 pm, Monday to Friday. Landlord, its officials,

employees, representatives or agents shall enter and exit the weight room and new athletic wing only through the outside doors with direct access to such space. Doors in athletic wing shall be locked at all times with the exception of the double doors between the locker rooms and the new athletic wing and the entrance door to the weight room. At 5:30 pm each evening, in order to ensure a secure grading facility, Landlord shall lock the front lobby doors and the door between the locker rooms and the new athletic wing.

- 6.2 Re-Keying.** Landlord agrees to re-key the following rooms in the manner prescribed below. It may be necessary to re-key additional rooms; in such case, Tenant will provide as much advance notice as possible. All rooms shall be re-keyed at least one day prior to the applicable Move-In Date, and keys shall be provided to Tenant no later than 8:00 am the day before the applicable Move-In Date. The cost for up to ten (10) re-keyings of additional rooms shall be borne by Landlord; the cost for any additional re-keyings shall be reimbursed by Tenant.

	Rooms to be Re-keyed	Number of keys provided to Tenant
Core A/ CT 97	G204, G202B, G203, G211, B-202A	25
Core B/ CT 98	Media Center, M107, G107, G108, G109, G110 and any door opening onto the hallway through which the Media Center can be accessed.	10
Core C/ CT 99	M105, Server Rooms	5
Core D/CT 100	B101, B102, B104, B107, B108, B109, B110, G101, G103, G207, G208, G209, G210, R101, R102, R103, R104, R107, R108, R109, R110, B203, B204, B207, B208, B209, B210, R201B, R202, R203, R204, R207, R208, R209, R210, any door with access from the hallway to the above given rooms, and additional rooms in the Purple House if it is determined to use the Purple House. P101, P105, P106, P108, P109, P110, P201, P202, P204, P205, P206, P207, P208, P209, P210	5

SECTION 7

Liability

- 7.1 Loss or Damage to Property or Persons.** All personal property belonging to Tenant, located on or about the Property shall be at the sole risk of Tenant, and neither Landlord nor Landlord's officers, employees, agents or representatives shall be liable for any damage thereto or for the theft or misappropriation thereof, nor for any injury to Tenant of any of its officers, employees, agents, licensees or invitees or to any other persons or to any property caused by fire, explosion, water, gas, electricity, leaks from

the roof or other portion of the Property, the bursting or leaking of any pipes, plumbing, electrical wiring and equipment or fixtures of any kind, or by any act or neglect of other occupants of the Property, or due to any other cause whatsoever, unless directly attributable to or directly resulting from the gross negligence or willful acts of Landlord, its agents or employees, as permitted by law. Tenant hereby expressly releases Landlord from any liability incurred or claimed by reason of the above, unless said damages or injuries are proved to be directly attributable to or directly resulting from the gross negligence or willful acts of Landlord, its agents or employees. Tenant shall give immediate notice to Landlord in case of fire or accident on or about the Property or of any defects, damage or injury therein or in any fixtures of equipment.

7.2 Criminal Acts of Third Parties. Landlord shall not be liable in any manner to Tenant, its agents, employees, invitees or visitors for any injury or damage to Tenant, Tenant's agents, employees, invitees or visitors, or their property, caused by the criminal or intentional misconduct of Tenant, Tenant's employees, agents, invitees or visitors. Tenant hereby agrees to hold harmless and indemnify Landlord from all such damages and the expense of defending all claims made by Tenant's employees, agents, invitees, or visitors arising out of such acts.

7.3 Indemnification. Landlord assumes no liability or duty to third parties because of Tenant's occupation or use of the Property, and Landlord assumes no liability or responsibility for Tenant's conduct and operation of Tenant's business on the Property during the term of this Agreement, except as otherwise specified herein. Tenant assumes no liabilities to third parties other than those it assumes as an occupant of premises. Landlord and Tenant are separate entities with separate duties; they are not engaging in any joint venture, partnership or concerted action. Neither party assumes any liability for the wrongful acts or omissions of the other. Tenant agrees to indemnify and hold Landlord harmless for and against any and all claims, actions or suits against Landlord for personal injury or property damages that arise solely out of the negligent or wrongful acts or omissions of the Tenant. Tenant shall, at its own expense, defend any such claims, actions or suits that may be brought against Landlord with respect to the foregoing. Tenant shall pay, satisfy and discharge any and all judgments, orders and decrees that may be recovered against Landlord for such claims, actions or suits. Tenant shall pay all legal costs, legal expenses, and legal fees arising out of its defense of such claims, actions or suits. Landlord agrees to provide Tenant reasonable notice of any such claim, action or suit. Landlord agrees to cooperate with Tenant in the investigation, handling, and defense of any such claims, actions or suits. Tenant shall have sole and exclusive authority and discretion to investigate, handle, defend, settle, compromise or otherwise dispose of such claims, actions or suits. This provision applies only to personal injury or property damage that occurs during the term of this Agreement. Landlord agrees that this provision shall not subject Tenant to any liability to Landlord's insurers for subrogation or indemnity.

SECTION 8
Damage or Destruction by Casualty

- 8.1 Damage:** If during the term of this Agreement, all or any portion of the Property shall be damaged or destroyed by fire, flood, windstorm, strikes, riots, acts of public enemy, acts of God, or other casualty, this Agreement shall not be terminated unless Tenant's use of the Property as described in Section 11 is substantially impaired by the casualty or by necessary repairs. "Casualty" does not include the enactment of a law. If a casualty does occur and it is necessary for Landlord to make repairs during the term of this Agreement, then Tenant's obligations under this Agreement remain in effect, unless the repairs substantially impair Tenant's use of the Property as described in Section 11.1. Tenant has agreed under Section 14 to procure and maintain insurance coverage in specified amounts necessary to cover its own property damages.

SECTION 9
Events of Default and Remedies

9.1 Events of Default.

(a) By Tenant. Any of the following occurrences or acts shall constitute an event of default by Tenant under this Agreement: if Tenant, at any time during the Term, shall (i) fail to pay the rent specified in Section 1.5 on or before the date(s) due, or (ii) fail to cure, immediately after notice from Landlord, any hazardous condition which Tenant has created or suffered in violation of law or this Agreement, or (iii) fail to observe or perform any of the covenants in respect to assignment, subletting and encumbrance set forth in Section 3; or (iv) fail to observe or perform any other provision hereof within 72 hours after Landlord shall have delivered to Tenant written notice of such failure (provided that in the case of any default referred to in this clause (iv) which cannot be cured by the payment of money and cannot with diligence be cured within such thirty (30) day period, if Tenant shall commence to cure the same within 72 hours and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such failure may be cured shall be extended for such period not to exceed one (1) day as may be necessary to complete the curing of the same with diligence and continuity).

(b) By Landlord. Any of the following occurrences or acts shall constitute an event of default by Landlord under this Agreement: if Landlord, at any time during the Term, shall (i) fail to make the Property available for Tenant's use in accordance with this Lease, and fails to cure the default within 10 hours of written or verbal notice of default; (ii) Landlord breaches any covenant or obligation regarding Tenant's rights of Quiet Enjoyment as provided in Section 11, and fails to cure such default within 2 hours of notice of default, or (iii) Landlord's insurance expires or is cancelled during the term of this Agreement.

- 9.2 Remedies.** In the event of default under Section 9.1(a) above, at the option of Landlord, Tenant's right of possession shall thereupon cease and terminate, and Landlord shall be entitled to the possession of the Property and to re-enter the same

and may forthwith proceed to recover possession of the Property by process of law. In the event of a default under Section 9.1(b) above, Tenant, in addition to such rights and remedies as may be available to Tenant under applicable laws, may (i) require Landlord to use all reasonable, best efforts to provide Tenant with space substantially similar to the Property provided for in this Agreement at the times provided for in this Agreement, (ii) perform, but shall have no duty to perform, such obligations on behalf and for the account of Landlord (iii) abate rent for the portion of the Property not provided or available for Tenant's purposes, or (iv) terminate this Lease.

- 9.3 Rights Cumulative, Non-Waiver.** No right or remedy herein conferred upon or reserved is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now and hereafter existing at law or in equity or by statute. The failure of either party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Agreement shall not be construed as a waiver or relinquishment thereof for the future. The receipt by Landlord of any rent or any other sum payable hereunder with knowledge of the breach of any covenant or agreement contained in this Agreement shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by Landlord. In addition to other remedies provided in this Agreement, both parties shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Agreement, or to a decree compelling performance of this Agreement, or to any other remedy allowed to that party at law or in equity.

SECTION 10

Surrender; Tenant Holdover

- 10.1 Surrender.** Upon the Move-Out Dates set forth in this Agreement, Tenant agrees to vacate, leave and surrender the Property to Landlord in the condition in which the Property is required to be maintained by the terms of this Agreement. In the event this Agreement is terminated prior to the Move-Out Dates as a result of Tenant's default as set forth in Section 9, Tenant agrees to vacate the Property within three (3) calendar days of the date of termination. Tenant shall, at its expense, remove from the Property on or prior to such expiration or earlier termination all furnishings and equipment belonging to Tenant and situated thereon, and Tenant shall, at its expense, on or prior to such expiration or earlier termination, repair any damage caused by such removal. Any property not so removed shall be shipped to Tenant at Tenant's expense.
- 10.2 Holdover with Landlord Consent.** If Tenant continues, with the knowledge and written consent of Landlord obtained at least ten (10) days prior to the expiration of the term of this Agreement, to remain in the Property after the expiration of the term of this Agreement, then and in that event, Tenant shall, by virtue of this holdover

agreement, become a tenant by the week at equal the rent specified in Section 1.5 of this Agreement (prorated weekly).

- 10.3 Holdover without Landlord Consent.** In the event that Tenant, without the consent of Landlord, shall hold over the expiration of the term hereby created, then Tenant hereby waives all notice to quit and agrees to pay to Landlord for the period that Tenant is in possession after the expiration of this Agreement, a weekly rent which is double the total rent payable under this Agreement (prorated weekly). Tenant expressly agrees to hold Landlord harmless from all loss and direct damages, excluding lost profits, which Landlord may suffer in defense of claims by other parties against Landlord arising out of the holding over by Tenant, including without limitation attorneys' fees which may be incurred by Landlord in defense of such claims. Landlord shall have the right to apply all payments received after the expiration date of this Agreement or any renewal thereof toward payment for use and occupancy of the Property subsequent to the expiration of the term and toward any other sums owed by Tenant to Landlord. Landlord, at its option, may forthwith immediately re-enter and take possession of said Property. Landlord shall not be required to obtain legal process prior to reentry and possession. Any such continued occupancy by Tenant shall not create any renewal of the term of this Agreement or a tenancy from month-to-month or year-to-year, and Tenant shall be liable for any direct damages suffered by Landlord as described above.

SECTION 11

Quiet Enjoyment

- 11.1** So long as Tenant shall observe and perform the covenants and agreements binding on it hereunder, Tenant shall at all times during the term herein granted, peacefully and quietly have and enjoy possession of the Property without any encumbrance or hindrance by, from or through Landlord, except as provided for elsewhere under this Agreement. Landlord acknowledges that Tenant intends to use the Property to conduct grading of examinations, and that its personnel will require a quiet environment conducive to concentrated periods of reading and analysis. Consequently, Landlord represents that the Property is suitable for this purpose, and will take all reasonable steps within its control to ensure Tenant's quiet enjoyment of the Property. As one such step, among others, Landlord shall agree not to schedule or conduct any construction, renovation or major maintenance during the lease term except as required by emergency. Furthermore, Landlord has agreed to cease all construction, renovation or major maintenance activities from the Move-In Date to the Move-Out Date specified for each year and such other dates as Landlord and Tenant may mutually agree.

SECTION 12

Successors

- 12.1** All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto, shall extend to their respective heirs, executors, administrators, successors, and assigns. This provision shall not be deemed to grant Tenant any right to assign this Agreement or to sublet the Property without Landlord's prior written consent, and only for those purposes permitted under the zoning regulations of the County of Albemarle, Virginia.

SECTION 13

Zoning and Other Legal Requirements

- 13.1** Tenant specifically recognizes and acknowledges that its use of the Property as a grading facility requires a special use permit under the zoning regulations of the County of Albemarle, Virginia, and that Landlord has received approval for such special use permit. Tenant agrees to abide by the conditions of approval of the special use permit throughout the term of this Agreement.
- 13.2** Tenant agrees that it shall not permit or otherwise suffer any use of the Property during the term of this Agreement that will conflict in any way with the regulations, policies, ordinances, laws or other requirements of the Albemarle County School Board or the County of Albemarle, including but not limited to local land use and zoning requirements, or with any laws of the Commonwealth of Virginia or United States of America. Landlord agrees not to adopt or enact any policies or negotiations that would conflict with Tenant's use of the Property unless required to do so by law. In the event that Tenant's use of the Property is determined by Landlord or other governmental entity or official(s) to conflict with any of these requirements, then Landlord shall give reasonable written notice of such noncompliance and Tenant shall cease such improper use.
- 13.3** Landlord represents and warrants that, pursuant to Va. Code §§ 22.1-131 and 22.1-132, it has the authority to enter into this Agreement. The parties agree that the persons signing the Agreement on their respective behalves are empowered and authorized to do so and that the Agreement, when properly executed, will be a valid and binding legal obligation enforceable according to its terms and applicable law. Subject to the contingencies set forth in Section 13.1, Landlord represents and warrants that it has obtained any and all necessary state and local land use and other approvals, permits and authorizations necessary to enter into this Agreement.

SECTION 14

Insurance

- 14.1 Insurance.** Tenant shall maintain, as a condition precedent to the use and occupancy of the Property, throughout the Agreement term, with a company licensed to do business in the Commonwealth of Virginia, and having a rating satisfactory to the

Landlord and that is also considered reasonable in the insurance industry: (a) broad form commercial general liability insurance (written on an occurrence basis including insuring the obligations assumed by Tenant pursuant to Section 7.3 of this Agreement); (b) all risk property insurance and (c) automobile liability insurance covering automobiles or other vehicles to be used by Tenant on the Property. Such liability insurance shall be in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. Such property insurance shall be in an amount of Twenty-Eight Million Dollars (\$28,000,000) for buildings and contents. Such automobile liability insurance shall be in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

All such insurance shall name Landlord as additional named insured, contain an endorsement that such insurance shall remain in full force and effect, provide that the insurer waives any right of recovery by way of subrogation against Landlord, its officials, employees, agents and representatives, and contain an endorsement prohibiting cancellation, failure to renew, reduction in amount of insurance or change of coverage (1) as to the interests of Landlord by reason of any act or omission of Tenant, and (2) without the insurer's giving Landlord thirty (30) days' prior written notice of such action.

Tenant shall deliver a certificate of such insurance (and upon request, copies of all required insurance policies, including endorsements and declarations) to Landlord thirty (30) days before the commencement date of this Agreement, and agrees to maintain such insurance in full force and effect throughout the term of this Agreement.

Landlord shall maintain, throughout the Agreement term, with a company licensed to do business in the Commonwealth of Virginia, and having a rating satisfactory to the Tenant and that is also considered reasonable in the insurance industry:

- (a) broad form commercial general liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate;
- (b) automobile liability insurance covering automobiles or other vehicles to be used by Landlord on the Property in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- (c) property insurance in an amount of Twenty-Eight Million Dollars (\$28,000,000) for buildings and contents; and
- (d) workers compensation coverage as required by law.

Landlord shall deliver a certificate of insurance to Tenant thirty (30) days before the commencement date of this Agreement, and agrees to maintain such insurance in full force and effect throughout the term of this Agreement.

SECTION 15
Miscellaneous

- 15.1 Use of Grounds.** Notwithstanding anything in this Agreement to the contrary, Landlord shall have the right to use the Property for School Division programs or related purposes, so long as its uses do not conflict or interfere with Tenant's use of the Property, including, without limitation, Tenant's right of Quiet Enjoyment as set forth in Section 11.1 hereof. Tenant acknowledges that it shall not have exclusive rights to use the athletic fields located at the Property, and agrees that Landlord's right to use such fields shall at all times be paramount to Tenant's rights. Landlord shall also have the right to exclude Tenant from such athletic fields, or otherwise restrict access to such fields, in Landlord's sole discretion. Tenant agrees to contact and obtain permission from the Principal/designee or Monticello High School Athletic Director prior to utilizing any athletic fields for group activities.
- 15.2 Partial Invalidity.** If any term, covenant or condition of this Agreement, or the application thereof, to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 15.3 Approvals.** This Agreement is subject to and contingent upon approval of its terms by the Albemarle County School Board.
- 15.4 Confidentiality.** Landlord acknowledges that it may come into contact or have access to Tenant's confidential and proprietary information or property during the term of this Agreement. Landlord acknowledges that any and all information and property relating to Tenant's Chartered Financial Analyst examinations derive substantial economic value from not being generally known to the public, are subject to substantial efforts by Tenant to maintain their secrecy, and such information and property are therefore treated as trade secrets of CFA Institute. Due to the substantial commercial value of such information and property to Tenant, Landlord agrees that it shall not use or divulge such information or property for any purposes other than as necessary for performance under this Agreement, and shall assist Tenant in using reasonable efforts to maintain the security and confidentiality of such information and property during the term of this Agreement. Landlord further agrees that it shall use its best efforts to keep Tenant's confidential and proprietary information or property in strict confidence during the term of this Agreement, and shall not disclose any such information or property other than (a) when necessary to perform its obligations hereunder; (b) as required by court order, subpoena or other legal directive; or (c) when disclosure has been authorized by Tenant. Tenant agrees to use its best efforts to protect its proprietary and confidential information and property during the term of this Agreement. In the event that Landlord is required by court order, subpoena or other legal directive to disclose Tenant's confidential property or information,

Landlord agrees to provide Tenant with prompt notice of such court order, subpoena or directive, and Tenant agrees to respond on Landlord's behalf. Upon expiration or earlier termination of this Agreement, Landlord shall return to Tenant all of Tenant's confidential and proprietary information or property that may have come under Landlord's control or into its possession. Notwithstanding this provision, nothing herein shall be deemed to constitute a waiver of the sovereign immunity of the Albemarle County School Board.

- 15.5 Bankruptcy or Insolvency.** It is expressly agreed that if at any time during the term of this Agreement, either party shall be adjudged bankrupt or insolvent by any federal or state court of competent jurisdiction, the other party may, at its option, declare this Agreement to be terminated and canceled.
- 15.6 Parking.** Landlord, officials, representatives, and agents will park vehicles as scheduled on Attachment 1 upon Tenant occupying the Property. In addition to this, any camps or field trips that require pick up and drop off of students, shall take place in the baseball field parking area.
- 15.7 Food in Classrooms.** Tenant shall be allowed to have food in classrooms. Food will not be allowed in the gym areas. Building Services will monitor classrooms to ensure trash removal on a scheduled basis.

SECTION 16 Governing Law

- 16.1** This Agreement shall be in all respects governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. Exclusive venue for any dispute arising under this Agreement shall be in the Circuit Court for the County of Albemarle, Virginia. In the event of any material breach of this Agreement by either party, the nonbreaching party shall have the right to obtain an immediate injunction or other equitable or legal relief.

SECTION 17 Entire Agreement

- 17.1** This Agreement, including the Schedules hereto, sets forth all the covenants, promises, agreements, conditions and understandings between the parties concerning the Property and there are no other such covenants, promises, agreements, conditions and understandings, either oral or written, between them other than herein set forth. Any former Agreement is hereby expressly canceled and terminated. Except as herein otherwise provided, no subsequent modification, alteration, amendment, change or addition to this Agreement shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

- 17.2 This Agreement may be executed, acknowledged and delivered in counterparts and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

SECTION 18

Notices

- 18.1 **Addresses for Notices.** All notices required or desired to be given hereunder by either party to the other shall be personally delivered, or sent by facsimile transmission, and addressed as follows:

Landlord:

Dr. Pamela Moran
Division Superintendent
Albemarle County Public Schools
401 McIntire Road
Charlottesville, VA 22902
Fax: (434) 296-5869

Tenant:

Colleen I. Anderson
Head, Exam Administration & Security
CFA Institute
560 Ray C. Hunt Drive
Post Office Box 3668
Charlottesville, VA 22903-0668
Fax: 434-951-5224

With a copy to:

Office of General Counsel
CFA Institute
560 Ray C. Hunt Drive
Post Office Box 3668
Charlottesville, VA 22903-0668
Fax: 434-951-5320

Either party may, by like written notice, designate a new name and address to which such notices shall be directed.

- 18.2 **Effective Date of Notices.** Notice shall be deemed to be effective when personally delivered, unless otherwise stipulated herein.

WITNESS the following signatures.

LANDLORD:

COUNTY SCHOOL BOARD OF
ALBEMARLE COUNTY, VIRGINIA

By: [Signature]
Chairman

Approved as to form:

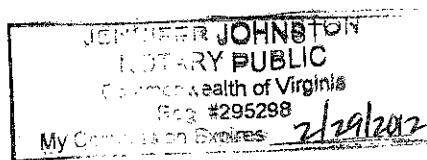
[Signature]
School Board Attorney

COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE:

The foregoing Agreement was signed, sworn to and acknowledged before me this 16th
day of May, 2011 by Stephen H. Koleszar Chairman, County School
Board of Albemarle County, Virginia.

[Signature]
Notary Public

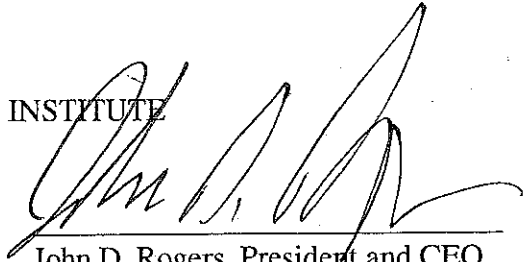
My Commission Expires: 2/29/2012



TENANT:

CFA INSTITUTE

By:


John D. Rogers, President and CEO

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Albemarle:

The foregoing Agreement was signed, sworn to and acknowledged before me this 21
day of April, 2011 by John D. Rogers, on behalf of CFA Institute, in his
capacity as President and CEO.


Notary Public

My Commission Expires:

Ingrid McIlwain Crump
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7333671
My Commission Expires 12/31/2014

ATTACHMENTS

7000 1000 1000 1000
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Attachment 1
(Diagrams 1 and 2 of Facility and Parking)

LEGEND

- ☆ MAIN FRONT ENTRANCE
- ☐ BUS LOADING
- ↔ BUILDING EGRESS
- CLASSROOM EXIT
- ⚡ SECURITY PAD
- ⚡ MAIN ELECTRIC SHUTOFF
- ☐ MAIN TELEPHONE/ DATA SHUTOFF
- ☐ MAIN NATURAL GAS SHUTOFF
- ☐ MAIN WATER SHUTOFF
- ☐ MAIN SPRINKLER FLOW SHUTOFF

ABBREVIATIONS

- CONFERENCE
- CL. CLOSET
- HANDICAPPED TOILET
- HANDICAPPED CLOSET
- MECHANICAL CLOSET
- MECH. ACCESS
- STORAGE
- TOILET
- TEACHER'S LOUNGE

Handwritten Notes:

- Door to be locked at 5:30p daily.
- Include X220A and X220B

Room Labels: P201, P202, P203, P204, P205, P206, P207, P208, P209, P210, P211, P212, P213, P214, P215, P216, P217, X217, GYMNASIUM, COMMONS, FORUM, MEDIA CENTER BELOW, RESTROOMS, MECH, LOCKER, BOX, etc.

Scale: 1" = 100'

Orientation: North arrow pointing up.

Bus: A bus is shown outside near a star symbol, indicating a main front entrance.

CELLO HIGH SCHOOL
SECOND FLOOR PLAN
ALBEMARLE COUNTY SCHOOLS
REV. OCTOBER 2006

1000

Diagram 1 continued

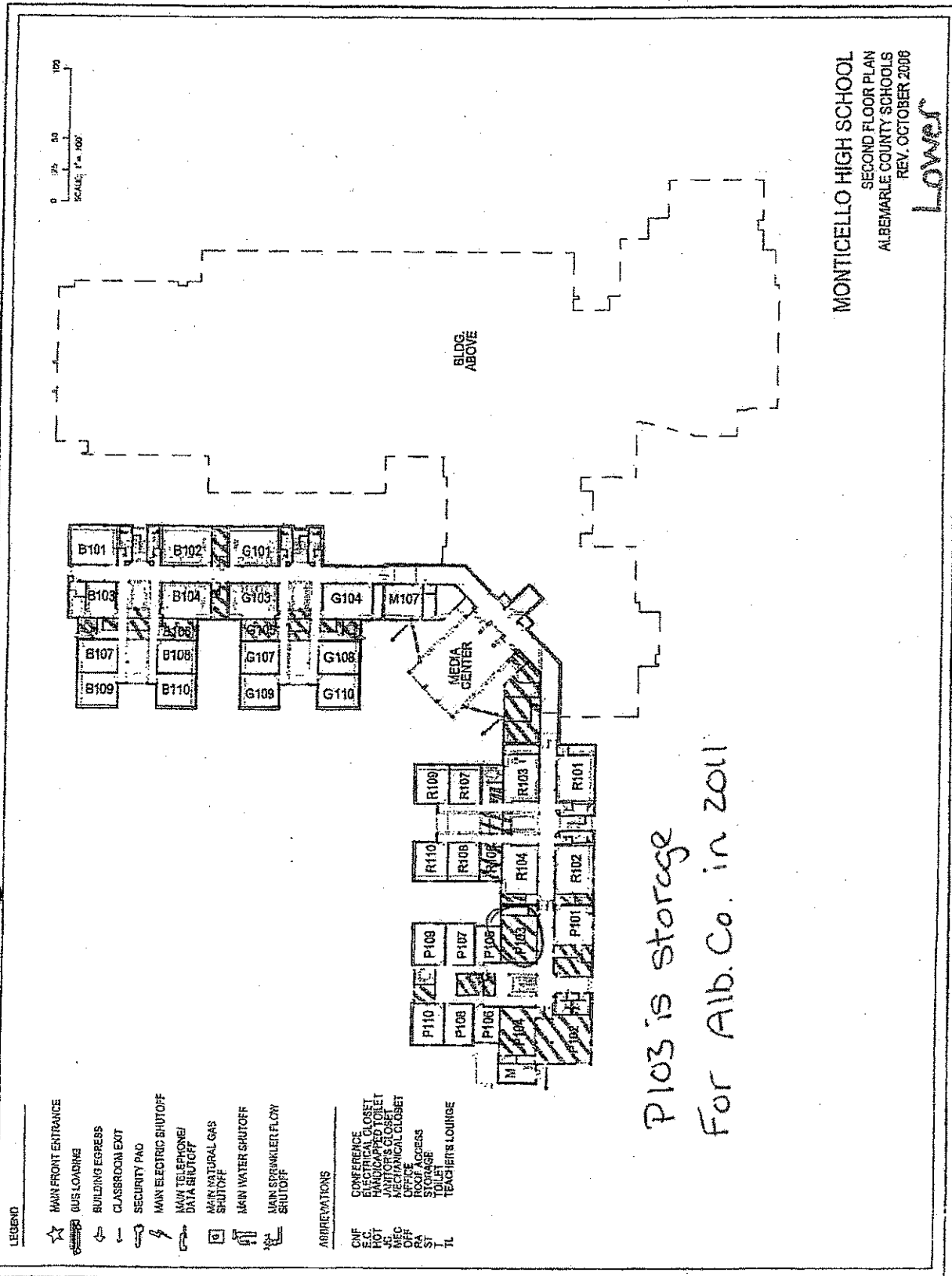


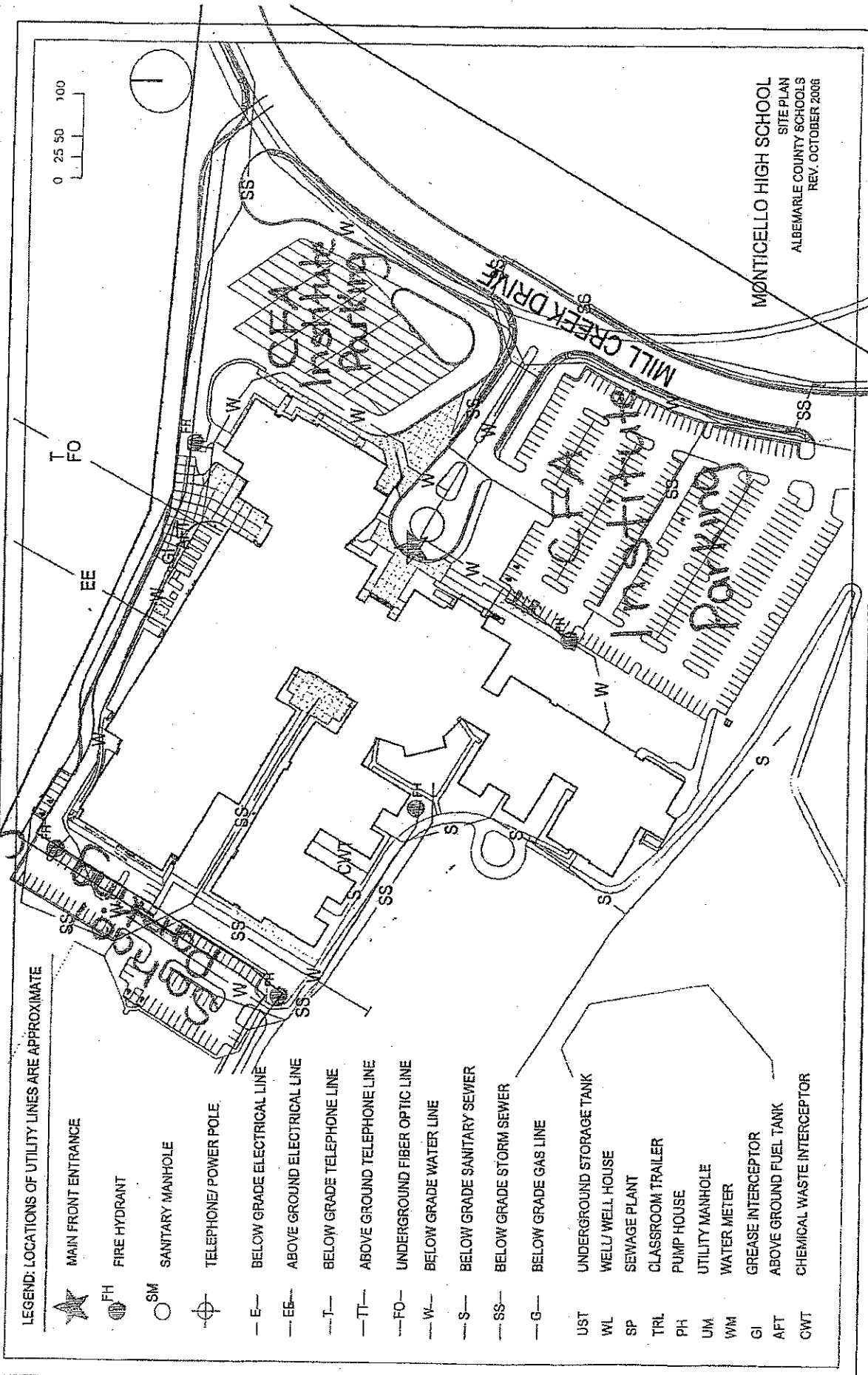
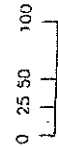
Diagram 2

LEGEND: LOCATIONS OF UTILITY LINES ARE APPROXIMATE

- ★ MAIN FRONT ENTRANCE
- FH FIRE HYDRANT
- SM SANITARY MANHOLE
- ⊕ TELEPHONE/POWER POLE

- E — BELOW GRADE ELECTRICAL LINE
- EE — ABOVE GRADE ELECTRICAL LINE
- T — BELOW GRADE TELEPHONE LINE
- TT — ABOVE GRADE TELEPHONE LINE
- FO — UNDERGROUND FIBER OPTIC LINE
- W — BELOW GRADE WATER LINE
- S — BELOW GRADE SANITARY SEWER
- SS — BELOW GRADE STORM SEWER
- G — BELOW GRADE GAS LINE

- UST UNDERGROUND STORAGE TANK
- WL WELL/ WELL HOUSE
- SP SEWAGE PLANT
- TRL CLASSROOM TRAILER
- PH PUMP HOUSE
- UM UTILITY MANHOLE
- WM WATER METER
- GI GREASE INTERCEPTOR
- AFT ABOVE GROUND FUEL TANK
- CWT CHEMICAL WASTE INTERCEPTOR



MONTICELLO HIGH SCHOOL
SITE PLAN
ALBEMARLE COUNTY SCHOOLS
REV. OCTOBER 2008

CFA Institute Parking
also next to baseball
field.
No reserved parking

Attachment 2
(2010 Food Services Addendum - SAMPLE)

- A. 2011
- B. 2012
- C. 2013

Food Services Addendum

The County School Board of Albemarle County, Virginia ("the County") and CFA Institute enter into this addendum (the "Addendum") to the lease agreement into which the parties entered in April 22, 2010 (the "Lease Agreement"):

1. **General Purpose.** The County, through its Child Nutrition Department, shall provide food, beverage, and related goods and services ("Food Services") to CFA Institute at Monticello High School ("MHS") during CFA Institute use of MHS as a grading facility beginning on June 25, 2010, pursuant to the Lease Agreement, except that the County may postpone commencement date past June 25, 2010 in accordance with Section 1.3 of the Lease Agreement. In the event of postponement, the parties shall have rights and obligations accorded to them in Section 1.3 of the Lease Agreement.
2. **Specific Services.** As part of the general obligations described in Section 1 of this Addendum and in addition to the items referenced in Schedule B of the Lease Agreement, the parties agree as follows:
 - a. The County shall provide breakfast, lunch, and grazing in accordance with the schedule attached as Exhibit A.
 - b. The County shall plan the menu, in good faith consultation with CFA Institute. Ms. Susan Walker is the contact at CFA Institute with whom the County should consult.
 - c. Each day "Breakfast" is noted on Exhibit A, the County shall provide the following breakfast options to CFA Institute: (1) continental breakfast choices, including bagels and toppings, muffins, Danish, yogurt, cold cereal, and assorted juices; (2) fast food breakfast choices, including breakfast sandwiches, hash brown patties, French toast sticks, and fresh fruit cups; (3) more substantive meal choices, including egg entrees, hash browns, biscuits, toast, sausage, and bacon; (4) a substantive Asian option, such as fried mee hoon, fried mee, fried rice or Indian curry with Indian bread; (5) milk, bottled water, and soft drinks; and (6) regular and decaffeinated coffee, tea, and hot water. Bagel toasters should be provided whenever bagels are a breakfast option. The only exception to this is on June 26 and June 27, 2010, when no breakfast items should be available to the graders until AM grazing begins. Beverages should be available beginning at 7:30 am. All gates and doors that access the food areas should remain locked and secured.
 - d. Each day "Lunch" is noted on Exhibit A, the County shall provide the following lunch options to CFA Institute: (1) an entrée option, such as meat loaf, fried chicken, pork chops and chicken fajitas with a potato dish, vegetable choices, and dinner rolls; (2) fast food lunch choices, including pizza, hamburgers, and chicken sandwiches; (3) soup and salad choices; (4) milk, bottled water, and soft drinks; and (5) regular and decaffeinated coffee, tea, and hot water.
 - e. Each day "grazing tables" are noted on Exhibit A, the County shall maintain for CFA Institute to use five (5) grazing tables: lower blue, lower red, bubbler break room (G104), upper green and upper red. Each grazing table shall include (1) milk, bottled water, and soft drinks; (2) a variety of snack foods, such as fresh popcorn, pretzels, chips, fruit, and granola bars; and (3) regular and decaffeinated coffee, tea, and hot water. For "AM grazing" times noted on Exhibit A, there shall also be on each grazing table some continental breakfast selections, such as Danish and

muffins. The exceptions to this are on July 2 and July 3, 2010 only one grazing table is required. On July 2 and July 3 the table should be in bubbler break room (G104).

- f. For each "Breakfast" and "Lunch" noted on Exhibit A, the County shall make available to CFA Institute suitable, hot vegetarian alternatives for lunch. Pancakes, waffles, and hot cereal are examples of suitable, hot vegetarian alternatives for breakfast.
 - g. The County shall make available the planned menu for every day noted in Exhibit A on or before June 1, 2010. Notwithstanding the foregoing, if both the County and CFA Institute agree, the menu may be changed to reflect the preferences of the graders.
 - h. CFA Institute shall have the right to veto a breakfast or lunch selection up to three (3) days prior to the date of the meal. The County shall then substitute a different selection of comparable quality and value.
 - i. The County will maintain grazing areas. The County warrants that it has arranged with local soft drink companies to provide glass-fronted, refrigerated dispensers for each level, near the grazing tables, and to stock these as often as necessary. No refrigerated dispensers shall be placed in or near the front lobby and main entrance of MHS.
 - j. The County Child Nutrition department shall be solely responsible for the preparation and provision of Food Services to CFA Institute, and shall have exclusive access to all kitchen areas including preparation and storage areas, freezers and refrigerators, and docking and loading areas. The County assumes sole control and responsibility for safe operations and cleaning of all kitchen equipment. CFA Institute shall not be permitted to use or otherwise access MHS kitchen facilities. CFA Institute agrees not to hire or otherwise contract with another provider of food services during the term of the Lease Agreement.
 - k. The County Child Nutrition department shall be solely responsible for floor care maintenance in the kitchen area. This also includes any supplies, equipment, and cleaning materials for floor care.
 - l. The County shall be solely responsible for food deliveries made by their vendors. Appropriate staff shall be present to escort vendors and ensure CFA Institute security procedures are being followed. All County staff and vendors will enter and exit MHS by using the main entrance. Any food deliveries that require using any other entrance will need to be pre-approved by the CFA Institute contact. Emergency contact information shall be provided on or before June 1, 2010 to the CFA Institute contact.
 - m. County employees working at MHS (Food Services and Building Services) may eat Breakfast and/or Lunch while on duty, but may not remove any food from MHS.
 - n. Any uneaten or unused food should not be charged to CFA Institute if it can be used by the County or returned to the provider. Otherwise, any uneaten or unused food items charged to CFA Institute should be provided to CFA Institute.
3. **CFA Institute Staff Continental Breakfast.** The County shall provide a continental breakfast to CFA Institute staff members on June 26, 2010 and June 27, 2010 from 6:00am – 8:00am. The breakfast shall include coffee, sodas, juices, milk, a protein item, bagels, muffins, yogurts, cereals, and an assortment of breakfast breads.

4. **Payment.** CFA Institute agrees to pay the County on a "cost-plus" basis. Specifically, CFA Institute agrees to pay the cost of Food Services plus an additional premium of thirty-five (35) percent of the cost of Food Services. As used herein, the "cost of Food Services" includes all expenses incurred by the County to provide the Food Services, including but not limited to the food, labor, service, supplies, equipment, and other incidentals. The sum of the cost of Food Services plus an additional premium of thirty-five (35) percent of the cost of Food Services shall hereinafter be referred to as the "Compensation Due".

The County agrees to monitor expenses for Food Services on a daily basis. If the total Compensation Due approaches the Incentive Base (twice the amount of labor, food, and supplies), the County agrees to notify CFA Institute and CFA Institute will have the option to make changes or alterations on menu or foods offered.

5. **Incentive.** The estimated Compensation Due for Food Services is two hundred twenty seven thousand two hundred and eighty two dollars (\$227,282.00). As an incentive for the County to near or better this estimate of Compensation Due, CFA Institute shall pay the County an incentive for achieving a Compensation Due of less than the Incentive Base, three hundred thirty six thousand seven hundred and fourteen dollars (\$336,714.00).

Therefore, if the Compensation Due is less than the Incentive Base, CFA Institute shall pay the County an additional payment of thirty (30) percent of the difference between the Incentive Base and the Compensation Due. For example, if the Compensation Due is two hundred seventy-five thousand dollars (\$275,000), then CFA Institute shall owe the County an incentive of fourteen thousand nine hundred twenty-nine dollars (\$14,929), which is thirty (30) percent of forty-nine thousand seven hundred sixty-two dollars (\$49,762), the difference between three hundred twenty-four thousand seven hundred sixty-two dollars (\$324,762) and two hundred seventy-five thousand dollars (\$275,000).

6. **Billing.** All costs for Food Services will be itemized by the County and made available to CFA Institute for its review upon request. A final invoice of the Compensation Due plus the applicable incentive, if any, will be provided to CFA Institute within thirty (30) days of the end of the Term described in Section 1.4 of the Lease Agreement. The full amount will be due and payable within thirty (30) days of receipt of the final invoice by CFA Institute.
7. **Miscellaneous.** The parties agree that all terms and conditions set forth in the Lease Agreement remain in full force and effect, and that all such terms and conditions set forth in the Lease Agreement are incorporated herein.

8. **School Board and CFA Institute Approval.** This Agreement is subject to and contingent upon approval of its terms by the County and CFA Institute, which is evidenced by the signatures of their representatives below.

WITNESS the following signatures.

COUNTY SCHOOL BOARD OF ALBEMARLE COUNTY, VIRGINIA

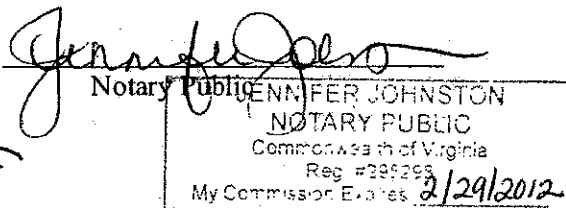
By: Ronnie Price
Chairman

Date: 6-14-2010

COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE:

The foregoing Agreement was signed, sworn to and acknowledged before me this 14 day of June, 2010 by Ronnie Price, Chairman, County School Board of Albemarle County, Virginia.

My Commission Expires: 2/29/2012



CFA INSTITUTE

By: Colleen I. Anderson
Head, Exam Administration & Security

Date: 5/17/2010

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle:

The foregoing Agreement was signed, sworn to and acknowledged before me this 17th day of May, 2010 by Colleen Anderson on behalf of CFA Institute.

My Commission Expires: 11/30/2011

Mishka Anne Woodley
Notary Public

Approved as to form:

Annie K.
School Board Attorney



EXHIBIT A

Food Schedule for Grading 2010

<u>Date</u>	<u>Time</u>	<u>Food Schedule</u>	<u>Total</u>
*Fri., June 25 (staff only)	7:00am to 9:00am	Continental Breakfast	40
	11:30am to 1:30pm	Lunch	40
	2:00pm to 4:00pm	PM grazing tables	40
Sat., June 26	6:00am to 8:00am	Continental Breakfast	70
	11:30am to 1:30pm	Lunch	320
	2:00pm to 4:00pm	PM grazing tables	320
Sun., June 27	6:00am to 8:00am	Continental Breakfast	75
	10:00am to 11:30am	AM grazing tables	600
	11:30am to 1:30pm	Lunch	600
	2:00pm to 4:00pm	PM grazing tables	600
Mon., June 28	6:30am to 9:00am	Breakfast	740
	10:00am to 11:30am	AM grazing tables	740
	11:30am to 1:30pm	Lunch	740
	2:00pm to 4:00pm	PM grazing tables	740
Tue., June 29	6:30am to 9:00am	Breakfast	740
	10:00am to 11:30am	AM grazing tables	740
	11:30am to 1:30pm	Lunch	740
	2:00pm to 4:00pm	PM grazing tables	740
Wed., June 30	6:30am to 9:00am	Breakfast	740
	10:00am to 11:30am	AM grazing tables	740
	11:30am to 1:30pm	Lunch	740
	2:00pm to 4:00pm	PM grazing tables	740
Thu., July 1	6:30am to 9:00am	Breakfast	740
	10:00am to 11:30am	AM grazing tables	740
	11:30am to 1:30pm	Lunch	740
	2:00pm to 4:00pm	PM grazing tables	740
*Fri., July 2	6:30am to 9:00am	Breakfast	160
	10:00am to 11:30am	AM grazing tables	160
	11:30am to 1:30pm	Lunch	160
	2:00pm to 4:00pm	PM grazing tables	160

*Sat., July 3	6:30am to 9:00am	Breakfast	100
	10:00am to 11:30am	AM grazing tables	100
	11:30am to 1:30pm	Lunch	100
	2:00pm to 4:00pm	PM grazing tables	100
Mon., July 5	6:30am to 9:00am	Breakfast	465
	10:00am to 11:30am	AM grazing tables	465
	11:30am to 1:30pm	Lunch	465
	2:00pm to 4:00pm	PM grazing tables	465
Tue., July 6	6:30am to 9:00am	Breakfast	465
	10:00am to 11:30am	AM grazing tables	465
	11:30am to 1:30pm	Lunch	465
	2:00pm to 4:00pm	PM grazing tables	465
Wed., July 7	6:30am to 9:00am	Breakfast	465
	10:00am to 11:30am	AM grazing tables	465
	11:30am to 1:30pm	Lunch	465
	2:00pm to 4:00pm	PM grazing tables	465
Thu., July 8	6:30am to 9:00am	Breakfast	465
	10:00am to 11:30am	AM grazing tables	465
	11:30am to 1:30pm	Lunch	465
	2:00pm to 4:00pm	PM grazing tables	465
*Fri., July 9	6:30am to 9:00am	Breakfast	160
	10:00am to 11:30am	AM grazing tables	160
	11:30am to 1:30pm	Lunch	160
	2:00pm to 4:00pm	PM grazing tables	160
*Mon., July 12	6:30am to 9:00am	Breakfast	125
	11:30am to 1:30pm	Lunch	125
*Tue., July 13	6:30am to 9:00am	Breakfast	60
	11:30am to 1:30pm	Lunch	60

*On June 25, July 2, July 3, July 9, July 12 and July 13 only one serving line for breakfast, one serving line for lunch.

Attachment 3

Computer, Telecommunications and Information Technology Support

(See Section 5.3)

- I. **Wide Area Network.** Landlord will provide support necessary to allow Tenant and its agents or contractors to install, operate and remove a wide area network connecting the Property to Tenant's office facilities located at 560 Ray C. Hunt Drive, Charlottesville, Virginia, 22903. This wide area network will remain separate from the Landlord's wide area network.

Such support will include, but is not limited to, the following:

- Access to the Property's computer and telecommunications closets for the purpose of inspecting and maintaining the additional T-1 data line previously installed by Tenant and installing additional T-1 lines and local servers in the building.
- Access to the Property's media center and M103 and M105 for purposes of installing workstations, printers and other equipment.
- Access and support for running cable and wire within the Property to connect workstations, printers, servers, etc.

- II. **Telecommunications.** Landlord will provide support necessary to allow Tenant and its agents or contractors to install, operate and remove a phone bank serving the graders.

Such support will include, but is not limited to, the following:

- Support for inspecting and maintaining the phone banks previously installed by Tenant.
- Access and support for running telephone cable and jacks supporting the phone bank.

- III. **Additional Computers.** Landlord shall provide Tenant with full use of all computers networked up to the Landlord printers in room G201. Landlord will remove computers and printers from M107 at least one day prior to the applicable Move-In Date. All workstations and network operating systems, and current versions of Microsoft Word and Excel will remain and all Landlord-related data will be removed at least one day prior to the applicable Move-In Date. Landlord Internet access and any games will be removed at least one day prior to the applicable Move-In Date. A current virus scanning program set to run daily at noon will also be installed by the Landlord and functioning on all Landlord computers used by Tenant at least one day prior to the applicable Move-In Date. All Landlord computers used by Tenant will be fully cleared by Tenant of all Tenant data prior to the computers being reconfigured for Landlord's use. Landlord agrees to notify Tenant immediately should Landlord become aware that there is any Tenant data left on any of Landlord's systems.

- IV. **Support Personnel.** The Tenant contact for information technology is George Huffman for Tenant. Computer and network-related communications should be directed to James Chapman and/or Russell Reed for the Landlord. Telephone and cable communications should be directed to George Shifflett, Deputy Director of Building Services for the Landlord. Landlord, its officials, employees, representatives or agents, shall not have access to the computer room, G201, at any time during the term of the lease, unless Landlord's support personnel are specifically requested by Tenant (time and date will be provided). The support personnel and contacts provided herein may be changed by either party by providing written notice to the other party.
- V. **Secure area access.** Tenant's designated representative will be provided access to secure areas as agreed to by Landlord and Tenant during the term of this agreement.
- VI. **Use of PA system.** Tenant will be provided access to PA system for use during entire term of this agreement. Landlord will provide "trainer" to train Tenant staff in its use.
- VII. **Power Supply.** Tenant will be provided access and support to allow Tenant to ensure adequate power supply for copiers, shredders, other office equipment, and computers/printers related needs as necessary to be used by Tenant.

Attachment 4

Athletic Facilities Support

(See Section 5.4)

Landlord to provide use of the following athletic facilities during the lease term:

Weight room (without spotter)

Locker rooms and showers

Main Gymnasium

Landlord shall also provide basketballs, volleyballs, a ball pump, and a volleyball net for use by the Tenant throughout the lease term.

Landlord to provide Tenant access to the above facilities so that Tenant may "lock down" the use of the facilities as deemed necessary.

Personnel

Landlord to provide adequate personnel to monitor proper use of gymnasium (correct shoes worn, no drinks/food allowed).

Attachment 5

Custodial Support

Landlord will provide custodial managers and custodians to maintain the Property during the lease term between the hours of 6:15 am and 5:30 pm daily. Additional custodians may be brought in nightly to perform major cleaning jobs. Regular duties include, but are not limited to:

- Monitor HVAC system each morning to ensure that it has not been turned off during the night.
- Patrol all bathrooms, locker rooms, and shower areas as necessary during the day to dump trash, clean counters and floors, ensure adequate toilet paper, soap, and paper towels are available.
- Clean bathrooms, locker rooms, and shower areas at night and restock supplies.
- Patrol gymnasium and weight room periodically throughout the day, and clean as necessary.
- Empty all trashcans and wastebaskets in building, except kitchen area. During meal times, trashcans should be emptied more often as required.
- Clean classrooms with designated security personnel. Any books, pads, pens, notes left on tables should **not** be removed; food items and food-related containers, and newspapers left on tables should be removed.
- Clean floors of any trash/dirt nightly.
- Be available during the day to resolve miscellaneous building-associated concerns such as rooms too cold or hot, air conditioning not working, toilet overflows, etc.

Custodial staff will not be responsible for cleaning the Media Center. Trashcans will be left outside of Media Center for any trash removal. CFA Institute staff will vacuum Media Center, as they deem necessary.

Attachment 6

Rent Adjustment Addendum

The rent for the 20__ year of the Lease Agreement between the County School Board of Albemarle County, Virginia and the CFA Institute dated April ---, 2011 (the "Lease") shall be as follows:

\$_____.

All other terms and conditions in the Lease shall remain in full force and effect.

WITNESS the following signatures.

LANDLORD:

COUNTY SCHOOL BOARD OF
ALBEMARLE COUNTY, VIRGINIA

By: _____
Chairman

Approved as to form:

School Board Attorney

COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE:

The foregoing Agreement was signed, sworn to and acknowledged before me this ____ day of _____, 2011 by _____, Chairman, County School Board of Albemarle County, Virginia.

Notary Public

My Commission Expires:

TENANT:

CFA INSTITUTE

By: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____:

The foregoing Agreement was signed, sworn to and acknowledged before me this _____ day of _____, 2011 by _____, on behalf of CFA Institute, in his capacity as _____.

Notary Public

My Commission Expires: