

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") made this _____ day of _____, 2026, by and between Jefferson School Foundation, a Virginia nonstock corporation, having an address of 233 4th St. NW, Charlottesville, VA 22903, hereinafter referred to as "**Landlord**" and City of Charlottesville, Virginia, a municipal corporation, having an address of 605 E. Main St., Charlottesville, VA 22902, hereinafter referred to as "**City**" or "**Tenant**" Landlord and Tenant collectively referred to as the "Parties."

WITNESSETH

1. **LEASED PREMISES AND TERM.** Landlord, in consideration of the Rent to be paid as set forth herein and of the covenants, conditions and agreements to be kept and performed by Tenant, hereby leases, lets and demises to the Tenant, and Tenant hereby leases from Landlord, that certain space in the historic building known as Jefferson School (the "Building"), located on that certain parcel of land in the City of Charlottesville, Virginia, containing 3.9 acres, more or less, located at 233 Fourth Street, NW, Charlottesville, VA 22903 (the "Property"), which space is more particularly shown and described on Exhibit A, attached hereto and incorporated herein, consisting of approximately 28,831 square feet of usable and rentable area (the "Premises").

Tenant shall lease the Premises pursuant to the terms of this Agreement and the attached Basic Lease provisions, which are incorporated herein by this reference, for an initial term of two (2) years commencing on July 1, 2026 (the "Commencement Date") and ending at 11:59 pm on June 30, 2028, if not terminated sooner pursuant to the terms of this Agreement. By occupying the Premises, Tenant shall be conclusively deemed to have accepted the same as complying fully with Landlord's covenants and obligations unless Tenant has given Landlord written notice of Landlord's noncompliance prior to Tenant's occupancy of the Premises. During the Term and subject to such rules and regulations as Landlord may promulgate from time to time, Tenant shall be entitled to the non-exclusive use of unreserved parking spaces in the lots on the Property for Tenant's employees and invitees; provided that Landlord reserves the right, from time to time, to assign and reassign to Tenant and other tenants of the Building specific parking spaces, and Tenant agrees to be bound thereby. Parking in the lots on the Property shall be at no cost to Tenant's employees and invitees and shall be accessible 24 hours per day, 7 days per week, subject to reasonable temporary closings for maintenance, repair and snow removal. Upon the termination of this Agreement, possession of the Premises shall be returned to Landlord in broom clean condition free of Tenant's personal property except as provided in Section 8 of this Agreement.

The parties intend to negotiate an extension of this Lease beyond June 30, 2028, but have no obligations or rights hereunder beyond June 30, 2028, absent an amendment hereto. Tenant agrees to notify Landlord at least eighteen (18) months prior to the expiration of the Lease term if it does not intend to negotiate an extension of the Lease term provided herein.

2. **RENT.** Tenant covenants and agrees to pay to Landlord base rent for the Premises in the amounts shown on the attached EXHIBIT "B-1", such amounts hereinafter called "Rent" and

such monthly installments being due and payable on or before the first day of the first full calendar month of the Term and on or before the first day of each and every successive calendar month thereafter during the Term, subject to the adjustments as provided hereinafter. The Rent shall be escalated annually during the term of this Agreement as shown on EXHIBIT "B-1" attached hereto. Rent and all other sums payable by Tenant to Landlord under this Agreement shall be paid to Landlord, without deduction or offset, at the following address, or at such other place as Landlord may hereafter specify in writing: Jefferson School Foundation, 233 4th St. NW, Charlottesville, VA 22903.

All delinquent Rent or other sums due shall bear interest at 5% per annum from the date due until the date such amount is paid. In addition, Tenant shall pay a late payment service charge equal to 5% of the total delinquent amount for each month for which payment of Rent or other sums due are not received by Landlord when due to offset the administrative expense to Landlord of handling such overdue payment. Tenant shall pay a charge equal to \$50.00 per returned check. Notwithstanding the foregoing, no interest, late fee or charge shall exceed the respective percentage or amount permitted by applicable law.

3. **ADDITIONAL RENT.** Tenant further covenants and agrees to pay to Landlord Tenant's proportionate share of the following expenses as additional rent ("Additional Rent"): (a) real estate taxes on the Property, (b) stormwater fees assessed for the Property, and (c) insurance premium for the Building, provided that Tenant will not be responsible for payment of any deductible fee should the Landlord need to utilize the herein stated Insurance policy. Landlord shall invoice Additional Rent to Tenant in increments throughout the year as such expenses become due by Landlord. At Landlord's discretion, Landlord may choose to invoice an estimated amount in advance of the same becoming due by Landlord. In such case, the Landlord shall clearly indicate that such invoice is for an estimated amount and the next invoice shall include an additional charge or credit, as the case may be, to reflect any difference between the estimated invoice and the actual expense incurred. Landlord presently estimates the following Additional Rent for year one of the Lease term: Property Taxes -- \$34,323.56 twice per year; Stormwater Fees --\$796.67 twice per year ; Property Insurance -- \$9,005.58 twice per year. Tenant shall pay to Landlord all invoiced Additional Rent within thirty (30) days of the invoice date.
4. **USE OF PREMISES.** The Premises shall be used as (a) a public recreation center that shall be of a quality, and offer classes and services consistent with other public recreation centers operated by Tenant, (b) such additional uses as may be set forth in EXHIBIT "E" hereto and (c) for no other purposes without the prior written consent of Landlord, which consent may be withheld at Landlord's absolute discretion. Tenant shall obtain, at its sole cost, all permits, licenses, or authorizations of any nature required in connection with the operation of Tenant's business at the Premises. The Premises shall not be used as a residence, hotel, boardinghouse, or to provide any overnight accommodations. Tenant shall not do or permit to be done in or about the Premises, the Building or the Property, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereinafter be enacted or promulgated, or which is prohibited by any standard form of fire insurance policy or will in any way increase the existing rate of or affect any fire or other insurance

upon the Property or any improvements or personal property located thereon, or cause a cancellation of any insurance policy covering the Property or any improvements or personal property located thereon. Tenant shall not do or permit anything to be done in or about the Property which will in any way obstruct or interfere with the rights of other tenants of the Building, or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain, or permit any nuisance in, on, or about the Premises or commit or suffer to be committed any waste in, on or about the Premises. Tenant shall have access to the Building and Premises 24 hours per day, 7 days per week, subject to reasonable temporary closings for maintenance, repair and snow removal. Tenant shall be entitled to the reasonable use of the grounds and other accessible common spaces on the Property, in common with the other occupants and users of the Building and subject to such reasonable rules and regulations as Landlord may from time to time promulgate.

5. **LANDLORD'S SERVICES.** Provided Tenant is not in default hereunder, Landlord agrees to furnish or cause to be furnished to the Premises, pursuant to the provisions in this Agreement and "Exhibit C" provided below and incorporated fully herewith, at Landlord's expense and for no additional cost except as otherwise specifically provided in Section 3, above, the utilities and services described below, subject to the conditions and in accordance with the standards set forth herein:
 - a. From 6:00 a.m. until 10:00 p.m. each day except Holidays (as such term is defined in Section 28 of this Agreement), ventilation and heat or air conditioning at standard temperatures and quantities provided via a central system with individual temperature control for the Premises, with after-hours service available at Tenant's discretion (see also Paragraph 47(A) hereof) as provided in the Building Rules and Regulations attached as EXHIBIT "D-1," incorporated herein by reference, as the same may be amended from time to time, all subject to any governmental requirements or standards relating to, among other things, energy conservation.
 - b. Landlord shall furnish to the Building and the Premises electric current as required by the Building standard office lighting and receptacles. Tenant's use of electric current shall at no time exceed the capacity of any of the electrical conductors and equipment in or otherwise serving the Premises. Tenant shall not install or use or permit the installation or use of any equipment of high electrical consumption including, without limitation, computer labs, stage lighting and commercial kitchen appliances (the "Additional Electrical Equipment") except as otherwise expressly permitted in a written agreement between Landlord and Tenant, which agreement shall describe in reasonable detail the design and installation of any Additional Electrical Equipment and any related meter, and the provision of any additional air conditioning, water, sewer, gas or other services necessary to operate such equipment. For the purposes of this Agreement, a "computer lab" shall be deemed to exist where 15 or more computers are installed within the Premises. The parties acknowledge that Tenant intends to operate printers, fax machines, telephones, postage meters, personal computers and related networking equipment and the like to support its general office operations within the Premises, and that these items shall not constitute Additional Electrical Equipment.

- c. Should an agreement be entered into by the parties regarding any Additional Electrical Equipment, Landlord may require that electrical consumption in the Premises, or in that portion of the Premises affected by such installation, be separately metered as set forth in Section 3, above.
- d. Landlord shall provide the service of one automatic elevator at all times in the Building, subject to reasonable closures for breakdowns, repairs, or maintenance. Landlord shall have no liability for any such closures. At no time shall the Landlord violate ADA regulations.
- e. Subject to the rules and regulations of Landlord and any applicable internet service provider, Tenant shall have the right to use any wireless internet service provided by Landlord to the Building. Tenant hereby acknowledges that the wireless internet service and related computer hardware and software has been installed and is operated and maintained by a third-party provider, not Landlord. Landlord makes no representations or warranties with respect to the wireless internet service. Tenant acknowledges that wireless internet service may be suspended or reduced by reason of repairs, alterations, improvements, accidents, or other causes beyond the reasonable control of Landlord. Tenant may contract at its sole cost and expense directly with the company providing wireless internet service to the Premises for further and additional internet and related services to the Premises.
- f. Landlord shall furnish hot and cold water and sanitary sewer, as applicable, to the common area drinking fountains, showers, janitorial closets and lavatories in the Building, and to any sinks and lavatories provided by Landlord as part of the Premises.
- g. Landlord shall provide standard office trash removal, recycling and janitorial services to the Building and the Premises. Janitorial, recycling, and trash removal services to the Building and Premises shall be provided at least weekly and shall include cleaning of lavatories, showers, floors and air circulation vents, as well as replacement of Building standard lights and toilet room supplies for lavatories. Periodic cleaning of windows, walls and doors shall be provided at such times as Landlord reasonably designates, but in no event no less than twice a year. Tenant shall be solely responsible for cleaning, maintenance and repair of its furniture, fixtures and equipment.
- h. Landlord shall provide all grounds maintenance, including but not limited to mowing, maintenance of all trees and other landscaping features, parking lot maintenance, and snow and ice removal for the Property. Landlord shall ensure that the Premises are accessible by the Tenant and Tenant's invitees at all times, provided that Landlord will be given reasonable time to remove snow or ice as needed.
- i. Landlord shall provide all maintenance services to all fixtures located within, and serving, the Building and Premises, including exterior walls, roof, foundation, and all structural components of the Building, as well as all base Building systems serving the Premises, including, without limitation, the HVAC, electrical, plumbing, and mechanical

systems, except to the extent damage is caused by the negligence or willful misconduct of Tenant.

- j. Landlord shall clean and maintain all common areas located within the Building and Premises.

Landlord shall not be liable for any damage directly or indirectly resulting from, nor shall any Rent herein set forth be abated by reason of (i) installation, use, or interruption of use, of any equipment in connection with the furnishing of any of the above-described services, or (ii) failure to furnish, or delays or interruptions in furnishing, any such services when such failure or delay is caused by accident or any condition beyond the reasonable control of Landlord or by the making of necessary repairs or improvements to the Premises or to the Building. The temporary failure to furnish any such services shall neither be construed as an eviction of Tenant nor relieve Tenant from the duty of observing and performing any of the provisions of this Agreement. If Landlord fails to uphold its Services pursuant to this Section, and Tenant has to engage in these Services on their own and using their own funds, Tenant shall be entitled to invoice the Landlord for the cost of any work completed as a result of Landlord's failure to provide the Services described herewith, provided that the City will be required to provide fourteen (14) days' notice prior to exercising self-help options.

- 6. **TENANT'S SERVICES.** Tenant shall be responsible for the following services and maintenance, at its sole cost and expense, subject to the provisions herewith:
 - a. Tenant shall be responsible for maintaining and cleaning all fixtures it installs into the Premises outside of Landlord's obligations hereof.
 - b. Tenant shall be responsible for cleaning and maintaining all of its own furniture, equipment, and other property installed by Tenant into the Premises.
 - c. Tenant shall be responsible for all repairs required because of Tenant's negligence or misuse, even if such maintenance would regularly be required by Landlord as provided above.
 - d. Tenant shall be responsible for the replacement of gymnasium lights bulbs within the Premises.
- 7. **LEASEHOLD IMPROVEMENTS.** Tenant acknowledges that neither Landlord nor any employee, agent or representative of Landlord has made any express or implied representations or warranties with respect to the physical condition of the Building or the Premises, the fitness or quality thereof or any other matter or thing whatsoever with respect to the Building or the Premises or any portion thereof, and that Tenant is not relying upon any such representation or warranty in entering into this Agreement. Tenant has inspected the Building and the Premises and, as the tenant for the Premises for the last many years, is thoroughly acquainted with their respective condition and agrees to take the same "AS IS."

8. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no material alterations, additions, improvements, installations, repairs or decorations (including application of paint or stain) to the Premises without prior written approval of Landlord. Requests for approval shall be submitted to Landlord in writing with reasonable lead time, and shall include a description of the work, copies of any plans or specifications necessary to explain the proposed work, the cost of the work and the name, address and license number of the Class A contractor performing the work, if applicable. Such approval shall not be unreasonably withheld in the case of alterations, additions or improvements to the interior of the Premises provided that Tenant is not otherwise in default under this Agreement and such alterations, additions or improvements (i) are normal and customary for the permitted use of the Premises set forth in paragraph 4 of this Agreement, (ii) do not adversely affect the utility of the Premises for future tenants, (iii) do not alter the exterior of the Building, (iv) are not of a structural nature, and (v) are accompanied by prepayment or bond provisions or waivers by the contractor in form satisfactory to Landlord sufficient to protect the Building from claims or liens of any sort. Tenant shall conduct its work in such a manner as not to interfere materially with the operation of the Building and other tenants and shall, prior to the commencement of the work, submit to Landlord copies of all necessary permits. Tenant covenants that all work shall be done in compliance with all applicable laws. All alterations, additions or improvements, whether temporary or permanent in character, made in or upon the Premises, either by Landlord or Tenant, shall be Landlord's property and at the end of the Term shall remain in or upon the Premises without compensation to Tenant. If, however, Landlord shall request in writing, Tenant will, prior to the expiration or earlier termination of this Agreement, remove any and all alterations, additions and improvements placed or installed by Tenant in the Premises, and will repair any damage caused by such removal. All of Tenant's furniture, movable trade fixtures and equipment not attached to the Building shall be removed by Tenant at the expiration or earlier termination of this Agreement. If not removed prior to the expiration or earlier termination of this Agreement, such furniture, movable trade fixtures and equipment not attached to the Building shall, at the option of Landlord, become the property of Landlord and may be disposed of without further notice to Tenant. Notwithstanding the foregoing, no alteration or improvement shall be made by Tenant to the Premises or Building that jeopardizes the receipt of state or federal historic tax credits or that would require repayment of such credits.
9. **TAXES.** Landlord shall be liable for and shall pay, prior to their becoming delinquent, any and all taxes and assessments levied against the Building and the Premises, subject to the provisions of Section 3 herewith. Landlord is solely responsible for payment of all taxes and ensuring no delinquency occurs. If delinquency does occur, it is the sole responsibility and financial burden of the Landlord to address and resolve the said delinquency. If the Landlord fails to resolve the delinquency and the said delinquency adversely affects the Tenant's use and/or occupancy of the Premises, Landlord shall be liable to the Tenant for any damages or other award as permitted under law. Nothing in this Paragraph is intended to relieve Tenant of its obligations under Paragraph 3, above.
10. **SIGNS AND ADVERTISING.** Without prior written approval of Landlord, Tenant shall not permit the painting or display of any sign, placard, lettering, or advertising material of any kind on or near the exterior of the Premises. Notwithstanding the foregoing, Tenant may, with

Landlord's prior written approval, which shall not be unreasonably withheld, display Tenant's name on or near the entrance of the Premises, in locations visible from the street, from the parking lot, and in interior hallways, in a manner prescribed by the Landlord. Signage shall comply with all applicable local zoning and architectural requirements and with the Secretary of the Interior's Standards for Rehabilitation. At Tenant's request, Landlord shall, at its expense, include Tenant's name in or on all exterior and interior Building directories. Tenant shall promptly reimburse Landlord for the cost of any changes made to such listing at Tenant's request.

11. **RULES AND REGULATIONS; ARCHITECTURAL GUIDELINES.** Tenant shall faithfully observe and comply with the rules and regulations in effect with respect to the Property, a copy of which is attached to this Agreement as EXHIBIT "D-1", and all reasonable modifications of and additions thereto from time to time put into effect by Landlord. Landlord shall not be responsible to Tenant for the nonperformance of any of said rules and regulations by any other tenant or occupant of the Building. Tenant shall also faithfully observe and comply with the architectural guidelines in effect with respect to the Property, a copy of which is attached to this Agreement as EXHIBIT "D-2", and all modifications of and additions thereto from time to time put into effect by Landlord as necessary to comply with the requirements of the historic tax credit program(s) under which the Building was rehabilitated. The architectural guidelines are designed to ensure continued compliance with such requirements; therefore, a failure to comply with the architectural guidelines shall constitute an immediate event of default pursuant to Paragraph 19(m) of this Agreement.
12. **ACCESS TO PREMISES.** Landlord and its authorized agent or agents shall have the right to enter upon the Premises at all reasonable times for the purpose of inspecting the same, preventing waste, making such repairs as Landlord may consider necessary (but without obligation to do so except as expressly provided for herein), and showing the Premises to prospective tenants. If, during the last month of the Term, Tenant shall have removed all or substantially all of Tenant's property therefrom and ceased operation of Tenant's business in the Premises, Landlord may, after five (5) days' written notice, enter and alter, renovate and redecorate the Premises without elimination or abatement of Rent or incurring liability to Tenant for any compensation or offsets of Rent and charges owed and such acts shall have no effect upon this Agreement.
13. **TENANT'S INSURANCE.** Tenant, at its own expense, shall maintain in force during the Term: (a) any combination of commercial general liability insurance, excess liability and/or umbrella liability insurance, which shall include coverage for personal injury, bodily injury (including death) and property damage occurring on, in, or about the Premises with coverage per occurrence or claim of not less than \$2,000,000 in respect to injury or death and \$1,000,000 in respect to any instance of property damage; and (b) workers' compensation insurance coverage for the full statutory liability of Tenant; together with such other insurance against such other perils and in such amounts as Landlord may from time to time reasonably require upon not less than ninety (90) days' prior written notice. Because Landlord's insurance will not cover Tenant's equipment, trade fixtures, inventory, fixtures and

personal property located on or in the Premises, Tenant is strongly encouraged to obtain personal property insurance in an amount equal to the full replacement cost of such property.

All insurance required to be maintained by Tenant shall be on terms and with insurers that are authorized to do business in Virginia and are rated at least "A" in Best's Financial Strength Ratings or equivalent rating and reasonably acceptable to Landlord. Each policy shall be written as primary policy coverage and not contributing with, or in excess of, any coverage carried by Landlord. Landlord and, upon Landlord's request, Landlord's lender, shall be named as additional insured parties in each policy required hereunder except workers' compensation insurance. Landlord hereby waives and releases Tenant, and Tenant hereby waives and releases Landlord, from any and all liabilities, claims and losses for which the released party is or may be held liable to the extent of any insurance proceeds received by the injured party. Each insurance policy obtained pursuant to this Agreement shall contain a waiver by the insurer of any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled and shall also contain an undertaking by the insurer that no material change adverse to Landlord or Tenant will be made, and the policy will not lapse or be cancelled, except after not less than thirty (30) days' prior written notice to Landlord of the intended change, lapse or cancellation. No policy required hereunder shall contain a provision relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the Premises against the peril involved, whether collectible or not. Tenant shall not self-insure for any insurance coverage required to be carried by Tenant under this Agreement. The deductible for any insurance policy required hereunder must not exceed \$10,000. Tenant will have the right to provide the insurance coverage required under this Agreement through a blanket policy, provided such blanket policy expressly affords coverage to the Premises and to Landlord as required by this Agreement. Tenant shall furnish to Landlord prior to the Commencement Date, and whenever requested by Landlord, certificates or other acceptable evidence of the insurance maintained by Tenant and the renewal or continuation in force of such insurance. If Tenant fails to maintain the insurance required by this Agreement, Landlord may, but will not be obligated to, obtain, and pay the premiums for, such insurance, which premiums shall be charged to Tenant as additional Rent.

14. **LANDLORD'S INSURANCE.** Landlord, at its own expense subject to reimbursement under Paragraph 3 above, shall at all times during the term of this Agreement carry a policy of insurance that insures the Building, including the Premises, against loss or damage by fire or other casualty (namely, the perils protected against under a standard "all risk" casualty insurance policy); provided, however, that Landlord shall not be responsible for and shall not be obligated to insure against any loss of or damage to any personal property of Tenant or any trade fixtures installed by or paid for by Tenant in the Premises or any additional improvements that Tenant may construct in the Premises. Such policy shall contain a waiver by the insurer of any rights of subrogation or indemnity or any other claims to which the insurer might otherwise be entitled against Tenant.
15. **CASUALTY.** In the event that the Building is totally destroyed by fire, wind or other casualty, or in the event the Premises or Building is so damaged that rebuilding or repairs cannot be completed within one hundred eighty (180) days after the date of such damage,

either Landlord or Tenant may at its option, by written notice to the other given not more than thirty (30) days after the date of such casualty, terminate this Agreement. In such event, Rent payments shall cease. In the event the Building or the Premises are damaged by casualty covered by Landlord's insurance, but only to such extent that rebuilding or repairs can be completed within one hundred eighty (180) days after the date of such damage, or if the damage should be more serious but neither Landlord or Tenant elects to terminate this Agreement, then Landlord shall, subject to the release to Landlord of any insurance proceeds received or held by Landlord's lender and within thirty (30) days after the date on which such insurance proceeds are released to Landlord, commence rebuilding or repairing the Building and/or the Premises and proceed with reasonable diligence to restore the Building and/or the Premises to substantially the same condition in which they were immediately prior to the occurrence of the casualty, except that Landlord shall not be required to rebuild, repair or replace any part of the furniture, equipment, fixtures, and other improvements placed by Tenant or other tenants within the Building or Premises unless such loss is caused by the negligence or willful misconduct of Landlord or Landlord's employees or agents. If all or any part of the Premises is damaged by fire or casualty and this Agreement is not terminated, Tenant shall promptly and with due diligence repair and restore its leasehold improvements and personal property previously installed by Tenant pursuant to this Agreement. Landlord shall, unless such damage is the result of the negligence or willful misconduct of Tenant, Tenant's employees or invitees, allow Tenant a fair reduction of Rent during the time that the Premises is unfit for occupancy and Tenant does not, in fact, occupy the Premises, provided that this Agreement has not been terminated by either party. In the event any mortgagee, under a deed of trust, security agreement or mortgage on the Building, should require that the insurance proceeds be used to retire the mortgage debt, Landlord shall have no obligation to rebuild or repair the Building and/or the Premises and this Agreement shall terminate upon notice to Tenant. Any insurance which may be carried by Landlord against loss or damage to the Building or to the Premises shall be for the sole benefit of Landlord.

16. **CONDEMNATION.** If the whole or a material portion of the Building shall be taken for any public or quasi-public use under any statute or by right of eminent domain or private purchase in lieu thereof, then at Landlord's sole discretion, the Term and all rights of Tenant under this Agreement shall immediately cease and terminate, and the Rent shall abate as of the date of such termination. Tenant shall be entitled to no part of the award made for such condemnation (or other taking) or the purchase price for any purchase in lieu thereof, except that Tenant may seek a separate award for its leasehold interest. Nevertheless, anything to the contrary notwithstanding, if the Premises is unaffected by such condemnation (or other taking), then at the Tenant's sole and absolute discretion this Agreement shall continue in full force and effect.
17. **INDEMNIFICATION.** Each party shall be responsible for its own acts and omissions to the extent provided by law, without waiving any applicable immunity or limitation of liability. Tenant is responsible for removing or remediating hazardous materials introduced by the Tenant or those operating under its control.
18. **ENVIRONMENTAL MATTERS.** Tenant shall not cause or permit any Hazardous Materials to be generated, used, released, stored, or disposed of in or about the Building or

the Property, provided that Tenant may use and store such reasonable quantities of standard cleaning and other materials as are customary and necessary for Tenant to conduct the permitted use described in paragraph 4 of this Agreement. At the expiration or earlier termination of this Agreement, Tenant shall surrender the Premises to Landlord free of Hazardous Materials generated, used, released, stored, or disposed of therein by Tenant or any employee or invitee of Tenant. "Hazardous Materials" as used herein shall mean (A) asbestos and any asbestos containing material and any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Law or any other applicable Law as a "hazardous substance," "hazardous material," "hazardous waste," "infectious waste," "toxic substance," "toxic pollutant," or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or Toxicity Characteristic Leaching Procedure (TCLP) toxicity, (B) any petroleum and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources, and (C) any petroleum product, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive material (including any source, special nuclear, or by-product material), medical waste, chlorofluorocarbon, lead or lead-based product, and any other substance whose presence could be detrimental to the Building or the Property or hazardous to health or the environment. "Environmental Law" as used herein shall mean any present and future law (whether common law, statute, rule, order, regulation or otherwise) and any amendments, permits and other requirements or guidelines of governmental authorities applicable to the Building or the Property and relating to the environment and environmental conditions or to any Hazardous Material (including, without limitation, CERCLA, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 33 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq., the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 1101 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., and any so-called "Super Fund" or "Super Lien" law, any law requiring the filing of reports and notices relating to hazardous substances, environmental laws administered by the U.S. Environmental Protection Agency, and any similar state and local laws, all amendments thereto and all regulations, orders, decisions, and decrees now or hereafter promulgated thereunder concerning the environment, industrial hygiene or public health or safety).

Notwithstanding the above, Tenant shall not be responsible for any claim, demand, cost, damage, injury, loss, liability or change based on or arising out of the presence of any Hazardous Materials or conditions on or about the Building or the Property not caused by Tenant, its employees or invitees.

Landlord and Tenant acknowledge that the Building is old and, although it has been restored prior to the commencement of this Agreement, the Building and the Property may contain residual Hazardous Materials from prior uses including, without limitation, lead-based paint and asbestos. Neither party shall have any liability to the other under this Section 18 for such pre-existing Hazardous Materials. Upon any discovery of any such preexisting Hazardous

Materials, Tenant agrees to take reasonable steps to minimize human contact with such materials and immediately notify Landlord so that Landlord may remove, encapsulate or otherwise remedy such Hazardous Materials as appropriate. Tenant also agrees to comply with (and cause its employees, agents, and invitees to comply with) any rules Landlord may promulgate from time to time to minimize risks associated with Hazardous Materials on the Premises.

19. **DEFAULT.** Landlord, at its election, may exercise any one or more of the options referred to below upon the occurrence or at any time after the occurrence of any one or more of the following events, each of which shall be deemed a “default” or “event of default” under this Agreement. Written Notice of such Default shall be provided to Tenant as soon as Landlord is aware of such a default. Tenant shall be given a reasonable opportunity to cure prior to Landlord being able to exercise its options hereof. The Landlord reserves the right to recover any actual damages accrued as a result of a default.

- a. Tenant's failure to pay any installment of Rent or any other sum payable hereunder for a period of ten (10) days after the date on which such payment is due;
- b. Tenant or any guarantor of the Agreement files a petition in bankruptcy pursuant to the Bankruptcy Code or under any similar federal or state law, or is adjudicated a bankrupt or becomes insolvent, or makes any assignment for the benefit of creditors, or commits any act of bankruptcy as defined in any such law, or takes any action in furtherance of any of the foregoing;
- c. A receiver, trustee or liquidator (or similar official) being appointed for Tenant or any guarantor of the Agreement or a substantial portion of Tenant's assets and not discharged within sixty (60) days thereafter, or Tenant or such guarantor consents to or acquiesces in such appointment;
- d. A petition or answer is filed proposing the adjudication of Tenant or any guarantor of the Agreement as bankrupt pursuant to the Bankruptcy Code or any similar federal or state law, and (i) Tenant or such guarantor consents to the filing thereof, or (ii) such petition or answer is not discharged within sixty (60) days after the filing thereof;
- e. Tenant abandons the Premises for a period of thirty (30) consecutive days or more or attempts to mortgage or pledge its interest hereunder;
- f. Tenant's interest under this Agreement is levied on or attached in any proceeding and such process is not vacated or discharged within sixty (60) days after such levy or attachment;
- g. Except in accordance with Paragraph 21 of this Agreement, Tenant's interest under this Agreement being assigned by operation of law or otherwise or Tenant subletting all or any portion of the Premises;

- h. All or substantially all of the goods or chattels of Tenant used in or incident to the operation of Tenant's business in the Premises being seized, sequestered, or impounded by virtue of, or under authority of, any legal proceeding;
- i. Tenant fails to discharge any lien within the time period set forth in paragraph 26 of this Agreement;
- j. Tenant fails to deliver to Landlord any subordination agreement or estoppel certificate required by this Agreement within the time period set forth herein;
- k. Tenant uses or permits the use of the Premises for any purpose other than expressly permitted in this Agreement or by Landlord's written authorization;
- l. The dissolution of Tenant;
- m. Tenant fails to comply with the architectural guidelines attached hereto as "Exhibit D-2" or otherwise modifies the Property or any portion thereof in a manner that causes, or is likely to cause, the recapture of any state or federal historic tax credits issued as a result of the rehabilitation of the Building; or
- n. Tenant materially or repeatedly fails to observe, keep or perform any of the other terms, covenants, agreements or conditions of this Agreement or the Building rules and regulations, which failure does not also constitute any of the foregoing subsection (a) through (m), for a period of thirty (30) days after notice by Landlord; provided, however, that any such failure that poses a safety risk to other tenants or occupants of the Building, or that constitutes any illegal activity, shall constitute an immediate default.

In the event of any of the foregoing events of default, Landlord, at its election, may exercise any one or more of the following options, the exercise of any of which shall not be deemed to preclude the exercise of any others therein listed or otherwise available to Landlord by statute or general law at the same time or in subsequent time or action:

- i. Terminate Tenant's right to possession under this Agreement and reenter and retake possession of the Premises and relet or attempt to relet the Premises on behalf of Tenant at such Rent and under such terms and conditions as Landlord may deem best under the circumstances, in which case Tenant shall remain liable for all Rent and other sums due under the Lease subject to credit for any rent Landlord may obtain by reletting.
- ii. Declare this Agreement to be terminated, and reenter and take possession of the Premises, whereupon all right, title and interest of the Tenant in the Premises, and all obligations of the Tenant, shall terminate.

Should Landlord retake possession of the Premises and terminate Tenant's possessory rights, any claim for future rent shall be subject to mitigation and credit for amounts received through reletting.

- 20. SUBORDINATION, ATTORNMENT, AND NONDISTURBANCE.** In consideration of the execution of this Agreement by Landlord, Tenant accepts this Agreement subject to any deeds of trust, collateral assignments, ground leases, master leases, security interests or mortgages, including all renewals, modifications, consolidations, replacements and extensions thereof (collectively, the “Superior Interests”), which might now or hereafter constitute a lien upon the Property, the Building or the Premises. Tenant further agrees to attorn to and recognize the holder of any Superior Interest who comes into possession of the Property through foreclosure or otherwise, or any purchaser at foreclosure or by deed in lieu thereof (each, a “Successor”), as its landlord for the balance of the Term (as it may be extended) upon the terms, obligations, and conditions set forth in this Agreement; provided, however, that such Successor shall neither disturb Tenant's use, possession or enjoyment of the Premises nor impair Tenant's rights under the Lease so long as Tenant is not in default under this Agreement. = If, in connection with obtaining financing for the Property or refinancing any mortgage encumbering the Property, the prospective lender requests reasonable modifications to this Agreement as a condition precedent to such financing or refinancing, then Tenant shall not unreasonably withhold, delay or condition its consent to such modifications, provided that such modifications do not (i) increase the Rent, (ii) increase the security deposit, (iii) reduce the Term, (iv) affect any termination, extension or expansion options, (v) materially and adversely affect the leasehold interest created by this Agreement, or (vi) materially and adversely affect the manner in which Tenant's operations are conducted at the Premises. The provisions of this Agreement relating to the Superior Interests are for the benefit of, and enforceable by, any Successors and holders of Superior Interests.
- 21. ESTOPPEL CERTIFICATES.** Any Estoppel Certificate served pursuant to the terms of this Agreement shall be served only pursuant to factual matters. The serving party shall allow the receiving party a minimum of fourteen (14) days to respond to the Certificate. The Estoppel Certificate or Response, as applicable, shall be signed by an authorized City Official.
- 22. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign the right of occupancy under this Agreement or any other interest therein, or sublet the Premises, or any portion thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, except that Landlord shall have no obligation to consent to an assignment or subtenancy that would (i) constitute a “disqualified lease” under Section 168(h) of the Internal Revenue Code, or (ii) cause the Premises to be used for purposes inconsistent with Landlord's mission to house educational, social, service, and recreational activities for the community. Tenant agrees to pay, on demand, the reasonable costs incurred by Landlord in connection with any proposed assignment or subtenancy of all or any part of the Premises, including, without limitation, reasonable attorneys' fees, regardless of whether any assignment or sublease is consummated. Notwithstanding anything contained herein to the contrary, Tenant shall have no right of assignment or subletting if it is in default under this Agreement. Notwithstanding any assignment of this Agreement, or the subletting of the Premises or any portion thereof, Tenant shall continue to be liable for the performance of all of the terms, conditions and covenants of this Agreement, including, but not limited to, the payment of Rent. Consent by Landlord to one or more assignments and sublettings shall not

operate as a waiver of Landlord's rights as to any subsequent assignments and sublettings, including Landlord's consent right. In the event Tenant requests Landlord's consent to any assignment or subletting, Landlord shall have the option, which shall be exercised by providing Tenant with written notice thereof, of terminating Tenant's rights and obligations under this Agreement as to the proposed subleased space rather than permitting any assignment or subletting by Tenant. Landlord shall be entitled to assign this Agreement in full or in part, and to mortgage or otherwise encumber its interest in the Property, at any time, subject to the nondisturbance provision of Section 20 of this Agreement. Should Landlord permit any assignment or subletting by Tenant and should the moneys received as a result of such assignment or subletting (when compared to the money still payable by Tenant to Landlord) be greater than what would have been received had Landlord not permitted such assignment or subletting, then the excess shall be payable by Tenant to Landlord, it being the parties' intention that Landlord, and not Tenant, shall be the party to receive any profit from any assignment or subletting. Tenant shall incorporate the covenants, terms and conditions of this Agreement into any permitted sublease including, without limitation, the insurance requirements of Section 13 (except that the sublessee's policies shall name Landlord as an additional insured), and shall promptly deliver an executed copy of such sublease and any amendments thereto to Landlord. The provisions of paragraph 27 shall be deemed amended to add the names and addresses of the assignee or subtenant as additional recipients of notices to Tenant.

23. **QUIET ENJOYMENT.** Provided Tenant has performed all of the terms, covenants, agreements, and conditions of this Agreement, including the payment of Rent and all other sums due hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises against Landlord and all persons claiming by, through or under Landlord, for the term herein described, subject to the provisions and conditions of this Agreement.

24. **INTENTIONALLY OMITTED.**

25. **MECHANICS' LIENS.** Tenant shall not make any alteration to the Premises except as expressly provided in this Agreement. Tenant shall not permit any mechanics' or materialmen's liens to be placed upon the Premises or the Building or any portion thereof caused by or resulting from any work performed, materials furnished, or obligations incurred by or at the request of Tenant. In the case of the filing of any such lien (or memorandum thereof), Tenant shall cause the prompt release of same, whether by payment, bond, or other settlement. Tenant shall be entitled to dispute such mechanic's lien in good faith provided the same is promptly bonded off at Tenant's expense. In the event that Tenant fails to have such lien released within thirty (30) days of filing, then, without limiting Landlord's other rights, Landlord shall have the right, but not the responsibility, at Landlord's sole option, to pay any or all amounts claimed under any mechanics' or materialmen's lien at any time without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be deemed additional Rent hereunder.

26. **NOTICES.** Any notice or document required or permitted to be delivered hereunder shall be in writing and deemed to be delivered or given when actually received. Delivery shall be by personal delivery, email, by nationally recognized overnight delivery service, or by United

States Mail, postage prepaid, return receipt requested, addressed to the parties hereto at the respective addresses first set forth above, or at such other address as they may hereafter specify by written notice delivered in accordance herewith.

27. **TIME.** Time is of the essence of each and every term of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or Holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or Holiday. For the purposes of this Agreement, a "Holiday" shall mean any of the following: New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve and Christmas Day. The final day of any such period shall be deemed to end at 5 p.m., local time.
28. **FORCE MAJEURE.** Whenever a period of time is herein prescribed for action to be taken by a party to this Agreement, such party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions or any other causes of any kind whatsoever which are beyond the control of such party.
29. **SEVERABILITY.** If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
30. **HOLDING OVER.** The failure of Tenant to surrender the Premises on the date provided herein for expiration of this Agreement (or at the time this Agreement may be terminated by Landlord), and the subsequent holding over by Tenant, with or without the consent of Landlord, shall result in the creation of a tenancy at will upon the terms and conditions of this Agreement but at 150% of the Rent payable as of the date provided herein for the expiration of this Agreement, subject to adjustment as provided in Section 3 and including all additional Rent that may accrue during any holdover period. This provision does not give Tenant any right to hold over at the expiration of the term of this Agreement, and shall not be deemed to be a renewal of the term of this Agreement, either by operation of law or otherwise. Tenant shall, at its sole cost and expense, take all actions required to remove any assignee or subtenant of Tenant, or other party claiming rights to the Premises under or through Tenant upon the expiration or earlier termination of the Term.
31. **NO SURRENDER.** Any Request for Surrender or Agreement for Surrender must be documented in writing and signed by both parties to be effective.
32. **RENT A SEPARATE COVENANT.** Tenant shall not for any reason withhold or reduce Tenant's required payments of Rent and other charges provided in this Agreement, it being agreed that the obligations of Landlord under this Agreement are independent of the obligations of Tenant hereunder; provided, both parties shall still be allowed to pursue

changes in Rent payments pursuant to any abatement, offset, withholding, or other remedy allowed by this Agreement or other applicable law.

33. **JOINT AND SEVERAL LIABILITY.** If two or more individuals, corporations, partnerships, or other business associations (or any combinations of two or more thereof) shall sign this Agreement as Tenant, the liability of each such individual, corporation, partnership, or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several. In like manner, if the Tenant named in this Agreement shall be a partnership or other business association, the members of which are, by virtue of statute or general law, subject to personal liability, the liability of each such member shall be joint and several.
34. **ABSENCE OF OPTION.** The submission of this Agreement for examination does not constitute a reservation of or option for the Premises and this Agreement becomes effective only upon execution and delivery thereof by Landlord.
35. **CORPORATE TENANCY.** If Tenant is a corporation, the undersigned officer of Tenant hereby warrants and certifies to Landlord that Tenant is a corporation in good standing and is authorized to do business in the Commonwealth of Virginia. The undersigned officer of Tenant hereby further warrants and certifies to Landlord that he or she as such officer, is authorized and empowered to bind the corporation to the terms of this Agreement by his or her signature thereto.
36. **BROKERAGE COMMISSION.** Each of the parties to this Agreement represents and warrants to the other party that there are no other claims for broker's commission or finders' fees in connection with its execution of this Agreement.
37. **AMENDMENTS.** This Agreement contains the entire agreement between the parties hereto and may not be altered, changed, or amended, except by an instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the waiving party and addressed to the other party, nor shall any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. The terms, provisions, covenants, and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise expressly provided herein.
38. **OTHER LEASE PROVISIONS.** See EXHIBIT "E", which is incorporated herein by this reference.
39. **LANDLORD'S RIGHT TO PERFORM TENANT'S DUTIES.** If Tenant fails to timely perform any of its duties under this Agreement, Landlord shall have the right (but not the obligation), after the expiration of any grace period expressly provided in this Agreement, to

perform such duty on behalf of and at the expense of Tenant with prior notice to Tenant, and all sums expended or expenses incurred by Landlord in performing such duty shall be deemed additional Rent under this Agreement and shall be due and payable upon demand by Landlord.

40. **LIMITATION OF LANDLORD'S LIABILITY.** Landlord's Members, Trustees, Directors, and Officers shall not have personal liability merely by reason of their positions.

41. **INTENTIONALLY OMITTED.**

42. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one and the same instrument. A scanned or electronic signature shall be as effective as an original.

43. **RECORDING.** This Agreement shall not be recorded; however, either party shall have the right to record a memorandum thereof, at such party's expense, at any time during the Term, and the other party agrees to join in the execution thereof if requested.

44. **SMOKE FREE.**

- a. **Purpose of No-Smoking Policy:** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the high costs of fire insurance for a non-smoke-free building.
- b. **Definition of Smoking:** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product, e-cigarette, or vape in any manner or in any form.
- c. **Smoke-Free Complex:** Tenant agrees and acknowledges that the Premises occupied by Tenant and members of Tenant's staff have been designated as a smoke-free working environment. Tenant and members of Tenant's staff shall not smoke anywhere in the Premises rented by Tenant, or the building where the Tenant's Premises is located or in any of the common areas or adjoining grounds of such building or other parts thereof, nor shall Tenant permit any clients, guests, or visitors under the control of Tenant to do so.
- d. **Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations:** Tenant shall inform Tenant's clients, guests, or visitors of the no-smoking policy.
- e. **Landlord Not a Guarantor of Smoke-Free Environment:** Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the building as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's Premises and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not

required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

- f. **Other Tenants are Third-Party Beneficiaries of Tenant's Agreement:** Tenant agrees that the other Tenants of the building are the third-party beneficiaries of the provisions within Section 45. SMOKE FREE. of Tenant's Lease.
- g. **Disclaimer by Landlord:** Tenant acknowledges that Landlord's adoption of a smoke free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this section is dependent in significant part on voluntary compliance by Tenant and Tenant's clients, guests, or visitors. Tenants with respiratory ailments, allergies, or any other physical or mental condition related to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Smoke Free section than any other Landlord obligation under the Lease.

45. **WEAPONS POLICY.** Tenant acknowledges and accepts the strict no weapons policy and procedures for the entire property as shown on EXHIBIT "F" attached hereto.

46. **ADDITIONAL TERMS.**

- a. Notwithstanding Section 5(a), above, and Item 9 on Exhibit D-1 attached, provided that Tenant notifies Landlord in advance of an event on the Premises that will require use of the Premises beyond 10:00 pm, Landlord shall ensure HVAC remains active throughout the duration of such event as provided in the notice at no additional cost to Tenant.
- b. Landlord and Tenant shall cooperate with each other for reasonable shared use of space at no charge. Specifically, Landlord shall be allowed use of the Premises or a portion thereof up to twice per year provided such use is coordinated in advance with Tenant and scheduled so as not conflict with any of Tenant's prescheduled events on the Premises. Conversely, Landlord shall allow Tenant to use Jefferson School common areas, including the inner courtyard, lawn, or halls, in connection with Tenant's events provided such use is coordinated in advance with Landlord and scheduled so as not to conflict with any prescheduled use of such areas by Landlord or Landlord's other tenants.
- c. Landlord shall provide to Tenant a seat on the Jefferson School Foundation Joint Task Force to be filled by a member of the City's Parks and Recreation Department or any other City employee as designated by the City Manager.

SIGNATURE PAGE TO LEASE AGREEMENT

IN WITNESS WHEREOF, the undersigned duly authorized officers have executed this Agreement as of the date first written above.

LANDLORD:

JEFFERSON SCHOOL FOUNDATION

By: _____
Kimberly L. Sheffield, Executive Director

TENANT:

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____
Samuel Sanders, Jr., City Manager

Approved as to form:

John Maddux, City Attorney

DUSHMAN DRIVETS

DUSHMAN PARTS & SERVICE, INC.
800-8-BEST MOTOR
CRAFT SERVICE, VA. 22092
414-598-0944



	AREA PROTECTED
TRAMIT	10.182
AMIC	
CANVER	26.541
COMMON GROUND	18.116
JAVA	4.252
LIBRARY VOLUNTARIES	1.784
PNCC	1.858
TRMCA	8.097
COMMON CIRCULATION	8.918
COMMON - INTRINSIC	1.641
COMMON - SERVICE	341
MATHIA JEFFERSON	1.611
	71.219 ac

 = PREMISES

JEFFERSON SCHOOL CITY CENTER

TENANT PLANS

**EXHIBIT “B-1”
RENT SCHEDULE**

	\$/SF	% Escalation	USF	Annual Rent	Monthly Rent
			28,831		
7/1/2026 – 6/30/2027	\$23.00			\$663,113	\$55,259.42
7/1/2027 – 6/30/2028	\$23.46	2%		\$676,375.26	\$56,364.61

EXHIBIT “C”
LANDLORD MAINTENANCE AND CLEANING REQUIREMENTS

All floor-care tasks are limited to routine custodial cleaning. No burnishing, flash coating, floor resurfacing, carpet cleaning, or deep cleaning of hard-surface floors is included.

Ground Floor

Entry Hall, Front Desk/Lobby Area, and Main Corridor

- Additional task - dust windowsills and the top of the yellow tile in the hallway.

Elevator

- Additional task - wipe and sanitize elevator walls.

Work Area - Room 165

- Additional task - dust windowsills.

Classroom/Lounge - Room 163

- Additional task - dust windowsills.

Offices - Rooms 169 and 171

- Additional tasks
 - vacuum carpeted areas.
 - remove smudges and clean glass on sidelights and doors.
 -

Landings and Stair Connection to Skate Rink

- Additional task - dust the windowsills.

Skate Rink and Associated Spaces, Including Stage, Closet, and Storage Areas

- Additional tasks
 - Vacuum the floor along the base of walls.
 - Damp mop floors.

Restrooms - Rooms 164 and 166, Including Tile Entries

- Additional tasks
 - Clean and sanitize tile walls.
 - Clean toilets and sinks

Second Floor

Entry Area at Top of Stairs and Main Corridor - Room 251

- Additional tasks
 - Dust windowsills and the top of the yellow tile in the hallway.
 - Dust fixed seats in the hallway.

Men's and Women's Locker Rooms/Restrooms - Rooms 264 and 266

- Additional tasks
 - Wipe down locker tops.
 - Dust and clean all HVAC supply and return vents.
 - Dust exit signs.
 - Clean and sanitize partitions and walls.
 - Clean and sanitize tile walls.
 - Clean toilets and sinks

Gymnastics Room - Room 261

- Additional tasks: using a hose attachment, vacuum the approximately four-inch exposed border surrounding the vinyl composition tile flooring.

Program Suites

- Additional tasks: provide routine janitorial cleaning within the program suites, including dusting, wiping accessible surfaces, emptying waste receptacles, vacuuming carpeted areas, and damp mopping hard-surface floors, as applicable.
- Bathrooms Within Program Suites
- Additional tasks: Clean and sanitize toilets, sinks, fixtures, mirrors, partitions, walls, and other touchpoints. Replenish restroom supplies when provided on site.

Upstairs Kitchenette Area

- Additional tasks: Clean and sanitize countertops, sinks, cabinet fronts, appliance exteriors, tables, and other accessible surfaces. Empty waste receptacles and damp mop the floor.

Service Standards and General Requirements

- Use cleaning products, tools, and equipment appropriate for each surface and area.
- Follow all manufacturer instructions and applicable safety requirements when using cleaning chemicals and equipment.
- Place wet-floor signs and other caution signage whenever conditions require them.
- Avoid damage to walls, floors, furniture, fixtures, equipment, and personal property.
- Report observed maintenance concerns, safety hazards, damage, leaks, to Jefferson School Foundation/Carver Recreation Center.
- Secure all cleaned areas and return furniture, equipment, and supplies to their proper locations after work is completed.

EXHIBIT "D-1"
BUILDING RULES AND REGULATIONS

Tenant shall at all times comply with the rules and regulations set forth in this Exhibit D-1 and with any additions or modifications adopted from time to time by the Landlord. Tenant shall be given five (5) days' written notice of any such additions or modifications. Each such rule or regulation shall be deemed to be a covenant of this Agreement to be performed and observed by Tenant.

The following Building Rules and Regulations have been adopted by the Landlord for the care, protection, and benefit of the Premises and the Building and for the general comfort and welfare of all tenants.

1. The sidewalks, entrances, passages, halls, elevator and stairways shall not be obstructed by Tenant or used by Tenant for any purpose other than for ingress and egress to and from the Building and the Premises.
2. Restroom facilities, water fountains, and other water apparatus shall not be used for any purpose other than those for which they were constructed.
3. Landlord reserves the right to designate the time when freight, furniture, goods, merchandise, and other deliveries (not including normal office deliveries such as mail, overnight mail and UPS) may be brought into, moved or taken from the Premises or the Building.
4. Tenant shall not put additional locks or latches upon any door without the prior written consent of Landlord. Unless other arrangements are agreed-to by Landlord and Tenant, any and all locks so added on any door shall be compatible with the Building master key and shall remain for the benefit of Landlord upon the expiration or the earlier termination of the Lease.
5. Driveways, entrances, and exits upon, into and from parking areas on the Property shall not be obstructed by Tenant, Tenant's employees, agents, guests, or invitees; provided, however, that Landlord shall not be responsible or liable for failure of any person to observe this rule.
6. No wires of any kind or type (including but not limited to television and radio antennae) shall be attached to the outside of the Building and no wires shall be run or installed in any part of the Building without Landlord's prior written consent.
7. If the Premises is furnished with carpeting, Tenant shall provide a plexiglass or comparable carpet protection mat for each desk chair customarily used by Tenant.
8. Landlord shall furnish a reasonable number of door keys (physical and/or electronic) to the Premises and/or Building which shall be surrendered at the expiration or earlier termination of the Lease. Tenant shall agree not to have duplicate keys made from any

outside source. Additional keys and/or lock changes must be purchased directly from Landlord.

9. Landlord will provide heating, ventilation and air conditioning seven days a week from 6:00 a.m. to 10:00 p.m., except Holidays (as such term is defined in the Agreement). The cost for HVAC use after hours will be \$30.00 per hour with a two-hour minimum set up charge. Cost for this service will be billed to Tenant by Landlord on a monthly basis and will constitute additional Rent under the Agreement.

EXHIBIT “D-2”
ARCHITECTURAL GUIDELINES

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**EXHIBIT “E”
ADDITIONAL LEASE TERMS**

None.

EXHIBIT “F” NO WEAPONS POLICY

I. Purpose

The purpose of this policy is to promote a safe learning and working environment for all Jefferson School tenants by minimizing the risk of violence by use of a weapon. This policy provides rules and procedures for the possession of weapons in the Building and on the Property.

II. Application

This policy applies to all faculty, staff, students, contractors, and visitors entering the Building and anyone attending events on the Property.

III. Authority

Jefferson School Foundation as the owner of the Property, as private property, has authority to promulgate this policy

IV. Definitions

1. “Police officer” means law-enforcement officials appointed pursuant to Article 3 (§ 15.2-1609 et seq.) of Chapter 16 and Chapter 17 (§ 15.2-1700 et seq.) of Title 15.2, Chapter 17 (§ 23-232 et seq.) of Title 23, Chapter 2 (§ 29.1-200 et seq.) of Title 29.1, or Chapter 1 (§ 52-1 et seq.) of Title 52 of the Code of Virginia or sworn federal law-enforcement officers.
2. The “Property” and the “Building” are as defined in this Agreement.
3. “Weapon” means (i) any pistol, revolver, or other weapon designed or intended to propel a missile of any kind by action of an explosion of any combustible material; (ii) any dirk, bowie knife, switchblade knife, ballistic knife, machete, razor, slingshot, spring stick, metal knucks, or blackjack; (iii) any flailing instrument consisting of two or more rigid parts connected in such a manner as to allow them to swing freely, which may be known as a nun chahka, nun chuck, nunchaku, shuriken, or fighting chain; (iv) any disc, of whatever configuration, having at least two points or pointed blades which is designed to be thrown or propelled and which may be known as a throwing star or oriental dart; or (v) any weapon of like kind, to include but not limited to, tasers.

“Weapon” does not mean knives or razors used for domestic purposes, pen or folding knives with blades less than three inches in length, or knives of like kind carried for use in accordance with the purpose intended by the original seller.

V. Policy

1. Possession or carrying of any weapon by any person, except a police officer, is prohibited on the Property and in the Building. Entry upon the Property in violation of this prohibition is expressly forbidden.
2. Faculty, staff, Tenants, and Tenant's clients and visitors may not possess or carry any weapon anywhere on the Property except as outlined in Section VI of this policy.

VI. Exceptions

1. Current sworn and certified local, state, and federal law enforcement officers with proper identification, may possess or carry a weapon on the Property and in the Building.
2. Faculty, staff, Tenants, and tenant's clients and visitors may secure handguns, rifles, and shotguns in a compartment or container of parked vehicles on the Property. Any individuals who wish to secure a handgun in their vehicle must possess a valid concealed handgun permit. The compartment or container may be a trunk or other storage area. At no time shall a weapon be visible in plain view while inside a vehicle.

VII. Procedures

1. If Landlord or Landlord's agent observes or receives a report of a violation of this policy, security or staff will direct the individual to leave the Property immediately. The individual may secure the weapon inside his or her vehicle in compliance with this policy and return. In the event the individual falls to comply, such individual shall be considered a trespasser and local police will be contacted immediately.
2. In cases involving an immediate threat of violence, Tenants are encouraged to call 911 immediately and immediately thereafter to notify Landlord. Landlord will take appropriate action, to include contacting local police.

VIII. Violation of Policy

1. A violation of this policy by Tenant or Tenant's staff shall constitute a breach of this Agreement.
2. Violators are subject to arrest and may be barred from the Property.