
GREENBRIER OFFICE PARK LEASE AGREEMENT

1. PARTIES.

This Lease, dated as of January 4 2023 is made by and between Cox Properties L.L.C., a Virginia limited liability company (herein called “Landlord”) and School Board of Albemarle County, Virginia (herein called “Tenant”).

2. LEASED PREMISES.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain space (herein called “Leased Premises”), containing approximately 1,590 square feet of rentable area located in a building (the “Building”) known as BUILDING 1 in Greenbrier Office Park. The said Leased Premises are located at 1404 Greenbrier Place, Charlottesville, VA. 22901.

3. USE.

Tenant shall use the Leased Premises as an office and school meeting space and shall not use or permit the Leased Premises to be used for any other purpose without written consent of Landlord.

4. INITIAL TERM AND RENEWAL OPTION.

(a) The Initial Term shall be ONE (1) Lease Years plus the partial month, if any, in which the rental commences. “Lease Year” shall mean a period of twelve consecutive months. The rental shall commence on the date the Leased Premises is open for business but no later than January 23 , 2023, the Commencement Date. The parties hereto acknowledge that certain obligations under various articles hereof may commence prior to the Commencement Date, i.e., remodeling, construction, hold harmless, liability insurance, etc.; and the parties agree to be bound by all Lease articles prior to the Commencement Date.

(b) Tenant shall have the right (the “Renewal Option”) to extend the Initial Term for two (2) additional, consecutive terms (each, a “Renewal Term”), commencing immediately upon the expiration of the then-current Initial Term. Each Renewal Term shall be upon all of the terms and conditions of this Lease. The Renewal Option may be exercised only by notice given by Tenant to Landlord at least four (4) months prior to the expiration of the then-current Initial Term. The Renewal Option may not be exercised,

however, if the Tenant is in default. Each Renewal Term shall be a period from 1 to 5 years, as mutually agreed upon, in writing, by Tenant and Landlord within thirty (30) days of Tenant's renewal notice; provided, however, that if Tenant receives no response from Landlord within thirty (30) days of receipt of the renewal notice, which shall include Tenant's desired term period, then the length of term requested by Tenant shall be the term of the Renewal Term.

5. RENT.

Minimum Rent

Tenant agrees to pay to Landlord as Minimum Rent, without notice, offset, or demand, the monthly sum of two thousand one hundred eighty-six and 25/100 dollars (\$2,186.25) in advance, on or before the Commencement Date and the first day of each and every successive calendar month during the Initial Term or any Renewal Term in lawful money of the United States at such place as Landlord may from time-to-time designate. The rental Commencement Date shall be as set forth in Section 4. Rent for any period which is for less than one (1) month shall be a prorated portion of the monthly installment herein based upon a thirty (30) day month.

Monthly Minimum Rent for the first year of any Renewal Term shall be the rent paid during the prior lease year plus the greater of (i) four percent (4%) or (ii) the percent increase in the Consumer Price Index over the prior Lease Term. At no time shall the percent increase be greater than five percent (6%).

Rent Escalation

The Minimum Rental specified above shall be adjusted upward at the beginning of each Lease Year by an amount equal to three percent (4%) of the rent paid during the previous lease year. Monthly Minimum Rent for the Initial Term shall be as set forth in the table below:

Monthly Minimum Rent (Does not include CAM charge. See paragraph 13, Common Areas)

Year 1: \$2,186.25 per month

Late Fee

In the event that Landlord does not receive from Tenant any installment of rent by the fifth day of the month for which such installment is due, a late fee of five percent (5%) of the monthly rent shall be due as additional rent. An additional late fee of six percent (6%) will be added for every month the rent is past due.

Place of Payment

All payments shall be paid to Cox Properties LLC, 528 Rookwood Place, Charlottesville, VA 22903, unless Landlord shall designate some other payee or address for payment thereof by giving written notice to that effect to Tenant.

6. GENERAL TERMS AND CONDITIONS/RULES AND REGULATIONS.

Landlord and Tenant shall abide and be bound by all of the terms and conditions contained in the Supplement to this Lease marked Schedule A entitled “General Terms and Conditions” and Schedule B entitled “Rules and Regulations”: and attached hereto and made a part hereof. In the event of any conflict or inconsistency between the provisions of this lease, the General Terms and Conditions and/or the Rules and Regulations, the provisions of this lease shall control over those of the General Terms and Conditions and/or the Rules and Regulations and the provisions of the General Terms and Conditions shall control over those of the Rules and Regulations.

Notwithstanding anything to the contrary in this Lease: (i) all rules and regulations applicable to Tenant shall be in conformity with common practice and usage in comparable buildings, be consistent with the provisions of this Lease, not adversely affect Tenant’s then-current use of the Leased Premises, apply generally to all tenants and occupants of the Greenbrier Office Park (the “Property”), and not be effective until a written copy thereof is received by Tenant; and (ii) Landlord shall use commercially reasonable efforts to obtain compliance of the rules and regulations by all tenants and other occupants of the Property.

7. QUIET ENJOYMENT.

On paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the Leased Premises for the agreed time.

8. TENANT IMPROVEMENTS.

Landlord and/or its representatives reserve the right to approve any remodeling design by Tenant and to inspect the Leased Premises as necessary to ensure that any work performed within the space by Tenant meets designated specifications and all applicable codes, quality standards and other regulations enforced by Landlord and/or the County of Albemarle. Landlord shall review and approve any remodeling design presented by Tenant within a reasonable time following receipt. Landlord’s failure to respond to a request for approval within fifteen (15) business days after receipt shall be deemed approval. Tenant is responsible for all interior changes and improvements as approved by Landlord.

9. SECURITY DEPOSIT.

Concurrently with Tenant's execution of the Lease, Tenant will deposit with Landlord, a sum equivalent to the first month's rent, the "Security Deposit". This amount should not include the CAM charge. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this Security Deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this Security Deposit separate from its general funds, and Landlord will use any earned interest to defray bookkeeping and associated administrative costs. If Tenant shall fully and faithfully perform every provision of this Lease, the Security Deposit or any balance thereof shall be returned to Tenant (or at Landlord's option, to the last assignee of Tenant's interest, hereunder) within thirty (30) days following the return of the Leased Premises key at the expiration of the Lease Term. In the event the Tenant and Landlord extend the lease beyond the original term, the Security Deposit will be held for the extension of the Lease. In the event of termination or assignment of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor and Landlord shall be relieved of all obligation to return said deposit to Tenant.

10. LANDLORD'S REPRESENTATIONS AND WARRANTIES.

(a) **Title Matters.** Landlord covenants, represents and warrants to Tenant that all encumbrances, restrictions, covenants, declarations and other matters affecting title to the Property do not and will not interfere with Tenant's proposed use of the Leased Premises and the Common Areas.

(b) **Building Systems.** Landlord covenants, represents, and warrants to Tenant that, as of the date Landlord executes this Lease, the mechanical, utility, electrical, sanitary, HVAC, plumbing, and other service systems, and cabling and wiring, in or servicing the

building and/or the Leased Premises, and the bearing walls, roof (including without limitation the deck and membrane), exterior walls, support beams and columns, foundation, window frames, windows, doors and floor slabs of the building are, and on the Commencement Date will be, in good condition and working order and the roof of the Building is and will be free from leaks and in good and watertight condition.

11. NOTICES.

All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Landlord to the Tenant shall be sent by Certified mail with a return receipt; postage prepaid, addressed to the Tenant at the Leased Premises, and to the address herein below, or to such other places as Tenant may from time-to-time designate in a notice to the Landlord.

To Landlord at: Cox Properties, LLC
 528 Rookwood Place
 Charlottesville, VA 22903

To Tenant at: Albemarle County Public Schools
 Address:401 McIntire Road, Suite 323
 Charlottesville, VA 22902

Name: Katy Compel
Telephone: (434) 326-6444

12. BROKERAGE.

Landlord is represented by Downer and Associates; W. Benton Downer III and Tenant is represented by Real Estate III Commercial Properties; Robin Amato and Bill Howard. No other brokers are involved in this transaction. Commission for the first term of the lease is paid per listing agreement.

Real Estate III Commercial Properties/Robin Amato and Bill Howard will be paid a total of 3% commission on the cash gross amount of any lease renewals. Commission is due at the start of any renewals.

WITNESS the following signatures:

LANDLORD:

Cox Properties, LLC

By: _____

Name: _____

Title: _____

TENANT:

School Board of Albemarle County,
Virginia

By: _____

Name: _____

Title: _____

SCHEDULE A

SUPPLEMENT TO LEASE DATED: January 4, 2023 between Cox Properties, LLC ("Landlord") and School Board of Albemarle County, Virginia ("Tenant").

GENERAL TERMS AND CONDITIONS:

The Tenant's use of the Leased Premises shall be subject to the following:

13. **COMMON AREAS:** Landlord shall provide and manage all private approaches, exterior stairways, entrances, exits, roadways, drainage facilities, sidewalks, exterior parking lights, parking areas, trash removal and water and sewage service (hereinafter the "Common Areas") for the non-exclusive use of Tenant, its employees, customers and clients, and Landlord shall maintain the same in good repair and reasonably clear of snow. The Common Area Maintenance (CAM) fee is charged at the current rate of \$1.00 per year per square foot of rentable space with an annual increase of 4%. The CAM charge can be prorated and paid monthly with the rent amount or paid in full at the beginning of the Lease Year. The CAM charge is not included in the Security Deposit.

(a) **Sidewalks and Parking Areas.** Tenant shall not use the sidewalks or any other portion of the Common Areas for any business purpose other than ingress and egress, without Landlord's prior written consent. Tenant, its employees, customers and clients, shall have non-exclusive use for parking of the parking areas within the Common Areas in common with other Tenants. If Tenant, its employees, and invitees do not have the use of sufficient parking, Landlord will take whatever steps are necessary to prevent unauthorized use, including posting signs, designating exclusive parking spaces and distributing parking stickers for designated spaces, and towing away unauthorized vehicles.

(b) **Rules and Regulations.** The Common Areas shall be subject to such rules and regulations and Landlord may adopt from time-to-time and Landlord reserves the right to make changes, additions, alterations, or improvements in and to the Common Areas, provided that there shall be no unreasonable obstruction of Tenant's right of access to the Leased Premises or parking for Tenant, its employees, customers and clients.

(c) **Closure.** Landlord shall have the right to close any or all portions of the Common Areas to such an extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or to the public therein or to close temporarily, if necessary, all or part of the parking areas in order to discourage non-customer parking.

14. **LAYOUT AND ADDITIONS:** Landlord reserves the right to at any time make modifications, deletions and additions to the Greenbrier Office Park site plan and all buildings and improvements within Greenbrier Office Park. Any such changes will not impact Tenant's operations.

15. **RESTRICTIONS ON USE OF LEASED PREMISES:**

(a) **Signs.** Any sign visible from any portion of the exterior of the Leased Premises must be approved in writing by Landlord prior to its installation. Such approval will not be unreasonably withheld. All signage shall be at Tenant's expense.

(b) **Sales.** No auction, fire, bankruptcy or closing-out sale shall be conducted in the Leased Premises without the prior written consent of the Landlord.

(c) **Sound.** Loudspeakers, phonographs, radios or other means of broadcasting shall not be used in such manner so as to be heard outside of the Leased Premises.

(d) **Nuisance.** The Leased Premises shall not be used in any manner that will tend to create a nuisance or tend to unnecessarily disturb other Tenants of Greenbrier Office Park L.L.C.

(e) **Unlawful.** The Leased Premises shall not be used for any unlawful or disorderly purpose.

(f) **Fire Hazard.** No portion of the Leased Premises shall be used for the purpose of storing any material or goods which might in any way prejudice the insurance on the Leased Premises or increase the fire hazard to a greater extent than necessarily incident to the business for which the Leased Premises are leased as set forth above.

16. **CARE AND USE OF LEASED PREMISES**

(a) **Care of Leased Premises.** Tenant shall, at its expense, keep the Leased Premises including windows, signs, doors, HVAC and plumbing systems in a clean, safe and sanitary condition; conform to applicable laws, ordinances, regulations and codes; and store and dispose of all trash and garbage in such places as Landlord may designate. Tenant shall not mark, drill, deface, injure or damage the Leased Premises or permit refuse, rubbish or garbage to accumulate or fire hazards to exist about the Leased Premises, or overload any floor or facility, or place foreign substances in plumbing

facilities or use the Leased Premises for any purpose other than that for which it has been constructed and leased. Tenant shall at all times maintain the air temperature within the Leased Premises at no less than 55F so as to avoid the freezing of water pipes.

(b) **Repairs and Replacements.** During the term of this Lease, any extension thereof, Landlord and Tenant shall be responsible for and shall repair and/or replace the various improvements within or serving the Leased Premises in accordance with their respective obligations set forth as follows:

<u>Description</u>	REPAIRS TO BE MADE AND PAID FOR BY:	REPLACEMENTS TO BE MADE AND PAID FOR BY:
Structural failure, exteriors, roof, down- spouts, foundations, walls, sidewalks, canopies and/or common areas	Landlord	Landlord
Floods, building only	Landlord	Landlord
Overflow of water or sewer within Leased Premises	Tenant***	Tenant***
Parking Lot	Landlord	Landlord
Windows, doors, locks	Tenant***	Tenant***
Interior painting	Tenant ***	Tenant***
Floor coverings and wall coverings	Tenant***	Tenant***
Finished trim, etc.	Tenant***	Tenant***
Tenant's fixtures	Tenant	Tenant
Landlord's equipment	Landlord*	Landlord*
Landlord's Plumbing fixtures within Leased Premises	Landlord*	Landlord*

Water/sewer pipes serving Leased Premises	Landlord*	Landlord*
Heating equipment	Landlord*	Landlord*
Air Conditioning equipment	Landlord*	Landlord*
Electrical wiring serving Leased Premises	Landlord*	Landlord*
Electric fixtures, bulbs and ballasts	Tenant	Tenant

*Unless caused by Tenants' negligence or abuse

*** Unless caused by damage to the building through no fault of the
Tenant.

Where Tenant has an obligation as set forth in the chart above and Tenant neglects or refuses to commence such repairs, maintenance and replacements within five (5) business days after written demand by Landlord or complete such repairs and replacements within a reasonable time thereafter, Landlord may make the repairs without liability to Tenant for any loss or damage that may occur to Tenant's business by reason thereof; and if Landlord makes such repairs, Tenant shall pay to Landlord, on demand as additional rent, the costs thereof. Tenant will have Albemarle County Building Service Department provide annual maintenance and service of the heating and air conditioning equipment throughout the lease term.

17. ALTERATIONS, INSTALLATIONS AND ADDITIONS: Tenant may, at its expense, make alterations and improvements to the interior of the Leased Premises and install such interior partitions as it may require, provided written consent of Landlord be first obtained, which consent shall not be unreasonably denied or unreasonably withheld. If Landlord has not provided comments to plans for alterations or improvements within fifteen (15) business days of receipt, they shall be deemed approved by Landlord. All such alterations, additions and improvements shall be constructed in a workmanlike manner and in compliance with all building codes and regulations and shall in no way harm the structure of the Leased Premises. All such alterations, additions and improvements shall become part of the Leased Premises and shall belong solely to Landlord upon termination of this Lease unless otherwise agreed between the parties in writing. Upon termination of this Lease and at no cost to Landlord, Tenant must return the Leased Premises to the condition of the property as it was configured prior to Tenant's alterations.

18. **LOCKS:** Tenant shall not change the locks to the Leased Premises without Landlord's prior written consent. Upon such consent, Tenant may change said locks, but Tenant must immediately supply to Landlord, without charge, a key and/or combination into the new locks. Failure to either obtain such consent or supply such key and/or combination will constitute a breach of this Lease.

19. **RIGHTS OF ACCESS:** Landlord expressly reserves the right to enter upon the Leased Premises at reasonable hours following 24 hours' advance notice to examine or inspect the same, or to make such repairs, additions, or alterations, or to access attic space as it may deem necessary for the safety, improvement or preservation thereof, or to exhibit the Leased Premises to prospective tenants, purchasers, lenders, or others; to enter at any time in the event of an emergency; and to enter the Leased Premises and display and maintain a sign or notice "For Rent" or "For Sale," or other similar signs (not exceeding four square feet in size), on windows or doors in the Leased Premises, at any time within one hundred twenty (120) days before the expiration of the Lease if Landlord has not received from Tenant a notice exercising its Renewal Option, or, during the final Renewal Term, one hundred twenty (120) days before the expiration or sooner of termination of this Lease.

20. UTILITIES:

(a) **Tenant.** Excepting only the utility services to be provided by Landlord as set forth in subparagraph (b) below, Tenant shall arrange and pay for all utility services required by Tenant for its use and occupancy of the Leased Premises. In addition, Tenant shall pay to Landlord a pro rata share of the public water and sewage cost and a pro rata share of the trash removal expense. Such payments shall be due and payable within 45 days of receiving an invoice from Landlord. If at any time during the Term the rentable square footage of the Leased Premises decreases due to an actual physical change in the Leased Premises and/or building and not due to the use of a different method of calculating rentable square footage, Tenant's pro rata share shall be recalculated to equal the actual rentable square footage of the Leased Premises divided by the actual total rentable square footage of the building.

(b) **Landlord.** Landlord shall provide and pay for "house" electricity related to exterior parking and lighting provided through the "house" panel.

(c) **Interruption of Services.** Notwithstanding anything to the contrary in this Lease and addenda, if any utility, excepting those telecommunication, security and other services as contracted by Tenant is interrupted for more than three (3) consecutive days, Tenant promptly gives Landlord notice of such interruption, such interruption does not result from the negligent or willful act or omission of Tenant or its representatives or from any failure of Tenant to comply with the terms of this Lease, and such interruption renders any portion of the Leased Premises unusable or inaccessible by

Tenant in the conduct of its business or materially disrupts Tenant's operations at the Leased Premises, then Rent shall thereupon abate with respect to the portion of the Leased Premises rendered unusable or inaccessible, retroactive to the day Tenant gives notice to Landlord of the interruption, until such continuance is substantially remedied. In addition, if the cause of the interruption is within the building in which the Leased Premises are located, then, after the three-day period in which Landlord was given notice and Landlord has not had service restored, Tenant may take reasonable steps to restore such service from within the building and shall invoice Landlord for the actual cost thereof, which Landlord shall pay within thirty (30) days of receipt thereof, and, if not so paid, Tenant shall have a credit in such amount against Rent next due hereunder.

21. **TAXES:** Tenant will promptly pay when due all taxes assessed against furniture, fixtures and equipment installed by Tenant. Landlord will promptly pay when due all real estate taxes assessed against the Leased Premises and all personal property taxes assessed against fixtures and equipment installed by Landlord.

22. Landlord will not be liable for any damage or injury caused solely by Tenant on the premises. Notwithstanding anything contained in this lease to the contrary, Tenant covenants not to sue Landlord for any claims or damages caused solely by an act or omission of Tenant, its agents or employees that occurs on the premises, and Landlord covenants not to sue Tenant for any claims for damages caused by an act or omission of, its agents or employees.

23. **INSURANCE:** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Tenant and naming Landlord as an additional insured against any liability arising out of Tenant's use, occupancy or maintenance of the Leased Premises and all areas appurtenant thereto and any acts, omissions or negligence of Tenant, its employees, invitees and licensees. Such insurance shall be in the initial amount of not less than \$500,000.00 for injury or death of one person in any one accident or occurrence and in the initial amount of not less than \$1,000,000.00 for injury or death of more than one person in any one accident or occurrence. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Insurance required hereunder shall be in companies with a service rating of A or better and a financial rating of XII or better, in "Best's Insurance Guide." Tenant shall deliver to Landlord copies of policies of liability insurance required herein or certificate evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage without notification to additional insureds. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may

carry. Tenant shall be responsible for carrying its own contents insurance and shall provide Landlord with evidence satisfactory of same. The amounts of such insurance shall be increased from time-to-time to reflect increases in the cost of living and general good business practice.

Certificate of Insurance: Tenant shall furnish Landlord with certificates or other acceptable evidence that all such insurance is in effect and that all of said policies contain provision prohibiting cancellation without at least fifteen (15) days' notice to Landlord.

Increase in Rate of Insurance: In the event Tenant or its use and occupancy of the Leased Premises causes, for any reason whatsoever, after initial occupancy by Tenant, any additional charge or increase in the rate of insurance on the Leased Premises, the building in which the Leased Premises are situated, or in any other adjoining building, or in any way impairs or invalidates the obligation of any policy of insurance on or in reference to the Leased Premises, the building in which the Leased Premises are situated, or on any other adjoining building, Tenant agrees to pay upon demand, as additional rent, any increase in premiums for insurance that may be charged during the term of this Lease on the amount of insurance to be carried by Landlord on the Leased Premises, the building in which the Leased Premises are situated, or on any other adjoining building, resulting from the business carried on in the Leased Premises by Tenant, whether or not Landlord has consented to same.

24. DAMAGE BY FIRE OR OTHER CASUALTY: If the Leased Premises, the means of ingress and egress thereto or any other property of the Landlord essential to Tenant's occupation of the Leased Premises, shall in the opinion of a registered architect or engineer appointed by either party, be totally destroyed or damaged by fire or other unavoidable casualty, or so partially destroyed or damaged as to render the Leased Premises or said other essential property of the Landlord incapable of use or of being repaired within a period of forty-five (45) days from the date of the fire or casualty, this Lease, at the option of Tenant, shall terminate as of the date of such occurrence.

25. EMINENT DOMAIN: If the whole or any substantial part of the Leased Premises shall be acquired or condemned by right of eminent domain for any public or quasi-public use or purpose, then either party, at its election, may terminate this Lease and in such event, rent shall be apportioned and adjusted as of the date of termination. If a portion of the office park (e.g., access, parking) shall be taken by a governmental authority pursuant to eminent domain such that the Tenant's use of the Leased Premises is impaired, then the Tenant shall have the option of terminating this Lease immediately or negotiating with Landlord for abated rent reflecting the diminishment of the use of the Leased Premises.

26. ASSIGNMENT OR SUBLEASE: Tenant shall not assign this Lease or sublet the Leased Premises without Landlord's written consent, which will not be

unreasonably withheld, except that Tenant may without Landlord's consent, assign this Lease or sublet the Leased Premises to any affiliated or successor company. If Tenant assigns the Lease, Tenant shall remain liable as a surety to Landlord for full performance of Tenant's obligations.

27. BANKRUPTCY: If either party shall be adjudicated insolvent or bankrupt pursuant to the provisions of any State, or Federal insolvency or bankruptcy act, or if a receiver or trustee of the property of the other party shall be appointed by reason of the other party's insolvency or inability to pay its debts, or if any assignment shall be made of the other party's property for the benefit of creditors, then and in any such events, the non-bankrupting party may, at its option terminate this Lease and all rights herein, by giving the other party notice in writing of the election of the party's intent to terminate, and, notwithstanding any other provision of this Lease, subject to applicable law, including Federal bankruptcy law.

28. SURRENDER: At this expiration or earlier termination of this Lease, Tenant shall remove its personal property and shall peaceably and quietly quit, surrender and deliver the Leased Premises to Landlord (including all keys and combinations to all locks and safes) in as good of a state and condition as they were at the Commencement Date of this Lease, with reasonable use and wear thereof, and damage or destruction by fire, the elements or other casualty alone excepted. Any trade fixtures, equipment or personal property remaining on the Leased Premises after surrender shall be deemed abandoned by Tenant and shall belong to Landlord, and Landlord may dispose of the same without any liability to Tenant.

29. LIENS. Tenant shall keep the Leased Premises and the property in which the Leased Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. If any such liens are filed against the Leased Premises, Tenant shall pay or bond off such liens within 15 days after such liens are filed or Tenant becomes aware of them, if later. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to the estimated cost of any improvements, additions or alterations in the Leased Premises which the Tenant desires to make, to insure Landlord against any liability for mechanic's and material liens and to insure completion of the work.

30. DEFAULT:

(a) **Default by Tenant:** If Tenant vacates or abandons the Leased Premises or permits the same to remain vacant or unoccupied for a period of thirty (30) days, or if the rent, or any part thereof to Tenant, or if default shall be made in the prompt and full performance of any covenants, conditions or agreements in this Lease to be kept

or performed by Tenant and such default or breach of performance shall continue for more than fifteen (15) days after written notice to Tenant, then:

(i) Landlord shall have the right to cancel and terminate this Lease by thirty (30) day's prior written notice to Tenant of Landlord's intention to do so and in accordance with any legal requirements governing such termination and all of the right, title and interest of Tenant hereunder, but not Tenant's liability, shall terminate in the same manner and with the same force and effect as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

(ii) Landlord may elect, but shall not be obligated, to make any payment required of Tenant herein or comply with any agreement, term, or condition required hereby to be performed by Tenant, and, following reasonable prior notification, Landlord shall have the right to enter the Leased Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Landlord shall not be deemed to waive or release the default of Tenant or the right of Landlord to take any action as may be otherwise permissible hereunder in the case of any default.

(iii) Landlord may re-enter the Leased Premises immediately in accordance with any legal requirements governing such repossession and remove the property and personnel of Tenant and store the property in a public warehouse or at a place selected by Landlord at the expense of Tenant. After re-entry, Landlord may terminate this Lease on giving ten (10) days written notice of termination to Tenant. Without notice, re-entry will not terminate this Lease. Landlord's exercise of any of its remedies or its receipt of Tenant's keys shall not be considered an acceptance or surrender of the Leased Premises by Tenant; a surrender must be agreed to in writing and signed by both parties.

(iv) After re-entry, Landlord may release the Leased Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as Landlord may choose. Landlord shall use commercially reasonable efforts to mitigate its damages. Landlord may make alterations and repairs to the Leased Premises. If the Leased Premises are released as provided herein, in addition to Tenant's liability to Landlord for rent or other indebtedness due hereunder, Tenant shall be liable for all actual costs and expenses of the release, for any necessary and reasonable expenses incurred by Landlord in enforcing its remedies, and for the difference, if any, between the rent received by Landlord under the new lease and the rent installments that are due for the same period under this lease.

(v) Landlord shall apply the rent received from releasing to the Leased Premises (1) to reduce the indebtedness of Tenant to Landlord under this Lease, not including indebtedness of rent, (2) to expenses of the releasing and necessary

alterations and repairs made, (3) to rent due under this Lease, and (4) to payment of future rent under this Lease as it becomes due.

(b) **Default by Landlord:** Landlord shall in no event be charged with default in the performance of any of its obligations unless and until Landlord shall have failed to perform such obligations under this Lease and fails to cure such default within a period of fifteen (15) days after receipt of written notification from Tenant.

31. **REMEDIES:**

(a) In the event of a breach by Tenant of any of the terms or conditions hereof, Landlord shall have the right of injunction to restrain Tenant and the right to invoke any remedy allowed by law or in equity, as if the specific remedy of indemnity or reimbursement were not provided herein.

(b) The rights and remedies given to Landlord in this Lease are distinct, separate, and cumulative, and no one of them, whether or not exercised by Landlord, shall be deemed to be to the exclusion of any of the other herein, by law, or by equity provided.

No receipt of money by Landlord from Tenant after default or cancellation of this Lease in any lawful manner shall (1) reinstate, continue, or extend the term of this Lease or affect any notice given to Tenant (2) operate as a waiver of the right of Landlord to enforce the payment of rent then due to failing due, or (3) operate as a waiver of the right of Landlord to recover possession of the Leased Premises by proper suit, action, proceeding, or other remedy.

32. **COSTS OF ENFORCEMENT AND WAIVER OF EXEMPTIONS:**

The defaulting party shall pay all costs and expenses incurred by the non-defaulting party, including reasonable attorney's fees, in enforcing, by legal action or otherwise, any provision of this Lease, or incurred by the non-defaulting party in any litigation in which the non-defaulting party, through no fault of its own, becomes involved or concerned by reason of the relationship of two parties. Tenant hereby waives the benefit of any homestead or similar exemption laws with respect to the other obligations of the Lease.

33. **SUBORDINATION:** This Lease and Tenant's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any mortgage, deed of trust or encumbrances now or hereafter placed on the Leased Premises by Landlord, and

all advances there under. If so, requested by Landlord, Tenant shall promptly execute and deliver to Landlord such instrument or instruments prepared at Landlord's expense as Landlord may reasonably request to affect such subordination. Landlord shall make timely payments on all mortgages and deeds of trust on the Leased Premises.

34. **PLURAL, SINGULAR; GENDER:** Throughout this Lease, the singular shall include the plural, and the neuter shall mean the masculine or the feminine, whenever the context so requires.

35. **HEADING:** Headings of the paragraphs and subparagraphs of this Lease are for convenience only and do not define, limit or construe the contents of such paragraphs and subparagraphs.

36. **ADDITIONAL PROVISIONS:**

(a) Plats and Riders. Clauses, plats, riders and addenda, if any, that are affixed to this Lease are a part hereof.

(b) Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of acceptance of such rent.

(c) Joint Obligation. If there be more than one Tenant, the obligation hereunder imposed shall be joint and several.

(d) Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

(e) Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to, bind and benefit the heirs, successors, executors, administrators and assigns of the parties hereto.

(f) Recordation. Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of Landlord.

(g) Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any

purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

(h) Inability to Perform. This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord. In addition to the foregoing, in the event of pandemic, epidemic or act of Governmental Authority and/or state of emergency that impairs Tenant's use of the Leased Premises, rent payments shall be abated during the duration of such act of Governmental Authority and/or state of emergency. The Lease, however, will be extended for the equivalent time that the rent payments are abated.

(i) Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

(j) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

(k) Choice of Law. This Lease shall be governed by the laws of the State of Virginia.

(l) Attorney's Fees. Should it be necessary for either party to employ legal counsel to enforce any of the provisions herein contained, the non-prevailing party agrees to pay all attorneys' fees and court costs reasonably incurred in enforcement of the provisions contained herein.

(m) Sales of Leased Premises by Landlord. In the event of any sale of the Leased Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale only if the purchaser of Leased Premises, at such sale assumes all of the covenants and obligations of the Landlord under this Lease.

WITNESS the following signatures:

LANDLORD:
Cox Properties, LLC

TENANT:
School Board of Albemarle County,
Virginia

BY: _____

BY: _____

Schedule B

Rules and Regulations

The sidewalks and public portions of the building, such as entrances, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from the demised premises. All loading and unloading shall take place at the designated doorways by Landlord.

No awnings or other projections shall be attached by any tenant to the outside of walls of the building unless approved by Landlord. No curtains, blinds, shades, louvered openings or screens shall be attached to or hung in, or used in connection with, any window or door of the demised premises, without the prior written consent of Landlord, which shall not be unreasonably withheld, unless installed by Landlord.

No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any tenant on any part of the outside of the demised premises of Building or on corridor walls without approval by Landlord. Signs on entrance door or doors shall conform to building standard signs and must be approved by Landlord. Signs on doors shall, at tenant's expense, be inscribed, painted or affixed for each tenant by sign makers approved by Landlord. In the event of the violation of the foregoing by any tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to the tenant or tenants violating this rule.

The sashes, sash doors, skylights, windows, heating, ventilating and air conditioning vents and door that reflect or admit light and air into the halls, passageways or other public places in the building shall not be covered or obstructed by any tenant, nor shall any bottles, parcels, or other articles be placed outside of the demised premises.

No showcases or other articles shall be put in front of or affixed to any part of the exterior of the building, nor placed in the public halls, corridors or vestibules without the prior written consent of Landlord.

The water and wash closets and other plumbing fixtures shall not be used for any other purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same.

No tenant shall in any way deface any part of the demised premises or the building of which they form a part. No tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises,

and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

No bicycles, vehicles or animals of any kind (except Seeing Eye dogs) shall be brought into or kept in or about the premises. No cooking shall be done or permitted by tenant in the demised premises except in conformity to law and then only in the utility kitchen, if any, as set forth in tenant's layout, which is to be primarily used by tenant's employees for heating beverages and light snacks.

No space in the building shall be used for the manufacturing of merchandise, goods or property of any kind, except those uses agreed to in the Lease.

No tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of the building or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, talking machine, unmusical noise, whistling, singing, or in any other way. No tenant shall throw anything out of the doors, or windows or down the passageways.

No tenant, nor any of the tenant's servants, employees, agents, visitors, or licensees, shall at any time bring to or keep upon the demised premises any inflammable, combustible, or explosive fluid, or chemical substances other than those permitted under the use section of the Lease.

Parking is open to all tenants, guests and clients but may be reserved and assigned by Landlord.

No smoking is permitted within the leased space, common areas, and restrooms or in any other areas of the premises.