

## Deed of Lease

This DEED OF LEASE (this "Lease") is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between CITY OF ALEXANDRIA, a municipal corporation of the Commonwealth of Virginia ("Landlord"), a partner of the Alexandria/Arlington Regional Workforce Council created in accordance with section 121 of Title I of the Workforce Innovation and Opportunity Act of 2014 ("WIOA"), and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF GENERAL SERVICES ("Tenant"), with approval of the Governor pursuant to Section 2.2-1149 of the Code of Virginia (1950), as amended.

### WITNESSETH:

WHEREAS, Landlord is responsible for the establishment of a workforce center for the use of for-profit, non-profit and governmental entities that provide services pursuant to the WIOA, in the City of Alexandria, Virginia; and

WHEREAS, Landlord has established a workforce center, pursuant to the WIOA, in the City of Alexandria, Virginia (the "Workforce Center"); and

WHEREAS, in furtherance thereof, Landlord has ownership of 23,534 rentable square feet on the 6th Floor located in the Mark Center complex at 4850 Mark Center Drive Street Alexandria, Virginia 22311 (the "Property") as more particularly shown on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Commonwealth of Virginia, Virginia Employment Commission ("VEC"), by virtue of the workforce services they provide, are mandated partners to participate in the Workforce Center; and

WHEREAS, Tenant is responsible for the acquisition of space for the use of executive branch agencies of the Commonwealth of Virginia.

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

***A portion of that certain building located at 4850 Mark Center Drive, Alexandria, Virginia 22311 (the "Building"), consisting of approximately 309 rentable square feet located on the 6<sup>th</sup> floor (the "Premises").***

***The Premises are leased along with the non-exclusive use of the Common Areas, including, without limitation, 800 non-exclusive, staff-reserved parking spaces in the parking lot adjacent to the Building.***

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

1. **RECITALS; LANDLORD'S REPRESENTATIONS AND WARRANTIES.**

The Recitals above are incorporated by reference as if fully set forth herein. Landlord represents and warrants that the following are true and accurate, and shall be true and accurate on the Possession Date (hereinafter defined) and the Commencement Date (hereinafter defined):

- a. Organization, Power, Authorization. Landlord is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Virginia, with all requisite powers and all governmental authorizations to conduct its business and to enter into and perform its obligations hereunder. This Lease is duly authorized, executed, and delivered by all necessary action on the part of Landlord, constitutes the valid and binding agreement of Landlord, and is enforceable in accordance with its terms. These representations and warranties shall also be deemed to have been made by any person, corporation, limited liability company, partnership, joint venture, or limited partnership that is a member, manager, general partner, or joint venture partner of Landlord.
- b. No Conflict or Defaults with Other Agreements. The completion of the transactions contemplated by this Lease, and the fulfillment of the terms hereof, will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which Landlord is a party or by which it or the Premises, the Building or the Common Areas is bound, or any judgment, decree, order, or award of any court, governmental body or arbitrator, or any law, rule or regulation applicable to Landlord or the Premises.
- c. No Consents. No consent of any lender or any other third party is required for Landlord to enter into this Lease or if such consent is required, such consent has been obtained or will be obtained prior to the Possession Date.
- d. Title; Permits. Landlord is the sole owner of good and marketable fee simple title to the Premises, the Building and the Common Areas. Landlord possesses all licenses, permits and approvals required by any governmental, non-governmental or quasi-governmental body having jurisdiction over the Premises, the Building or the Common Areas, for the ownership, operation and use of the Premises, the Building or the Common Areas for the uses identified in Section 2 below.
- e. Pending Litigation; Solvency. There are no actions or suits in law or equity, or proceedings by any governmental agency, now pending, or, to the knowledge of Landlord, threatened against Landlord in connection with the Premises, the Building or the Common Areas, and there is no outstanding order, writ, injunction or decree of any court or governmental agency affecting the Premises, the Building or the Common Areas. Landlord has received no notice of any pending or threatened litigation, or other judicial proceeding, affecting

the Premises, the Building and the Common Areas including without limitation, condemnation, exercise of the right of eminent domain or bankruptcy. There is not now pending any appeal or application to appeal current or past real or personal property tax assessments. Landlord is not now insolvent nor will Landlord become insolvent as a result of the transactions contemplated by this Lease.

- f. Zoning and Regulations; Condemnation. Landlord has no knowledge of any federal, state or municipal zoning or other restrictions, rules, or regulations that prevent the utilization of the Premises, the Building or the Common Areas for the uses contemplated herein; there are no eminent domain, condemnation or regulatory enforcement proceedings pending against the Premises, the Building or the Common Areas or any portions thereof, and Landlord has no knowledge of such proceedings or of any intentions or plans, definite or tentative, that such proceedings might be instituted. Landlord has not made and will not make, without Tenant's prior written consent, any proffers or other commitments relating to the Premises, the Building or the Common Areas which would impose any obligation on Landlord, Tenant or their successors and assigns, to make any contribution of money or dedications of land or to construct, install or maintain any improvements of a public or private nature on or off the Premises.
- g. If any of the representations and warranties set forth in this Section 1 were not true in all material respects as of the date made, as of the Possession Date (hereinafter defined) or as of the Commencement Date (hereinafter defined), Tenant may terminate this Lease upon written notice to Landlord.
- h. The representations and warranties in this Section 1 shall survive the expiration of the Term or earlier termination of this Lease.

## 2. **USE OF PREMISES.**

- (a) Role of Department of General Services. The Department of General Services, through its Division of Real Estate and Facilities Management, is responsible for the leasing of space for the use of agencies of the Commonwealth of Virginia. The Department of General Services, as Tenant herein, does not contemplate that it will use or occupy the Premises or the Common Areas itself, but rather that the Premises or the Common Areas will be used and occupied by one or more agencies of the Commonwealth of Virginia as designated by Tenant (herein, "Occupant" or, collectively, "Occupants"), and that such designation may change over the Term of this Lease. No such designation shall be deemed a subletting or assignment of this Lease and Tenant shall remain the tenant hereunder. Landlord acknowledges that no such designation or occupancy creates any contractual relationship between Landlord and an Occupant. Occupant(s) shall have the benefit of any rights of Tenant associated with this Lease. Each Occupant, with respect to its space, is authorized to deal directly with Landlord concerning routine maintenance and

repairs, building access, entry of Landlord onto its Premises and similar matters; provided, however, that nothing herein prevents Tenant from dealing directly with Landlord as to any such matters. Landlord shall deal solely with Tenant as to change orders, major repairs, insurance, untenability, breaches or defaults, termination, extensions of the Term (including the Option Terms, the Renewal Terms, and any Holdover), and additional charges imposed by Landlord (as may be authorized by this Lease or subsequent agreement of the parties). The initial Occupant is Virginia Employment Commission (“Initial Occupant”).

(b) Permitted Uses. The Premises shall be used as general offices or for such purposes as the Occupant(s) may now or hereafter be empowered or authorized by law to use same, provided that such uses are consistent with the zoning regulations and ordinances applicable to the Building.

3. **TERM.** The initial term of this Lease (the "Initial Term") shall be five (5) years, commencing \_\_\_\_\_, 2024, and terminating on \_\_\_\_\_, 2029. The Initial Term and any Option Term, Renewal Term, and Holdover herein are collectively referred to as the “Term.”

4. **RENT.**

(a) Amount and Payment. Subject to the terms of this Lease, Tenant shall pay Landlord the monthly sum of Seven Hundred Ninety-Five and 93/100 Dollars (\$795.93) as the monthly rent (the "Rent") for the Initial Term, which shall be paid in arrears, beginning on the 10<sup>th</sup> day of the subsequent month following the month of the Commencement Date, and each month thereafter for which Rent is payable during the Term; provided, however, that payment of Rent shall be withheld until the completion and remittance of the W9\_COVA Substitute form to Tenant, a sample of which is provided in Exhibit G. The payment of all Rent to any such person or entity and to any such address as Landlord may designate shall be in accordance with the information as completed on the submitted W9\_COVA Substitute form. If Landlord chooses to make modifications to any such person or entity or to change the address associated with the payment of Rent, Landlord must resubmit either, a new W9\_COVA Substitute form or other acceptable documentation as determined by Tenant’s fiscal department, to Tenant. Any Rent due for a partial month during the Term shall be equitably prorated based upon a thirty (30) calendar day month.

(b) Full Service. Except as may otherwise be specifically provided in this Lease, the Rent is based on a full-service lease, including all Common Areas maintenance, repair and capital improvements, management fees, Landlord insurance, real estate taxes, utilities, and janitorial expenses, with no pass-throughs. Notwithstanding the foregoing, certain expenses incurred in connection with the operation of the Workforce Center are subject to a separate operational charge, pursuant to an operating agreement (the “Operating Agreement”) entered, or to be entered, into by all of the parties occupying space at the Premises as part of a Workforce Center. The essential purpose of the Operating Agreement is to address the working

relationship of the various occupants of the Premises as partners in the Workforce Center. In the event that all of the participants are unable to agree on the Operating Agreement within ninety (90) days following the execution of this Lease, then Tenant shall have the right to terminate this Lease without any penalty or liability whatsoever by giving written notice to Landlord, which termination will be effective thirty (30) days following the giving of the notice.

- (c) Security Deposit. No security deposit shall be required.
- (d) Intentionally deleted.
- (e) Verification of Square Footage. Prior to the Commencement Date, Tenant shall have the right to verify independently the RSF computed in accordance with the Building Owners and Managers Association International's *Office Buildings: Standard Methods of Measurements (ANSI/BOMA Z65.1 – 2017)* (utilizing Method A) and the Rent for the Premises shall be adjusted in accordance with the verified RSF, though in no case shall Rent for the Initial Term be increased as a result of such verification.

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

- (a) Quiet Possession and Enjoyment. Landlord shall deliver quiet possession of the Premises, the Building and the Common Areas to Tenant on the Possession Date and shall provide quiet enjoyment of the Premises, the Building and the Common Areas to Tenant during the Term.
- (b) Building and Occupancy Codes; Condition Suitable for Intended Use. On the Possession Date, Landlord shall deliver the Premises, the Building and the Common Areas to Tenant in good repair, along with a copy of the final Certificate of Occupancy without any conditions, qualifications, or deficiencies and the most recent Fire Marshal inspection report to demonstrate compliance with all applicable building and occupancy codes, and in a condition suitable to the use for which it is leased.
- (c) Landlord Entry. Landlord, and its employees, agents and contractors, shall have the right to enter and pass through any part of the Premises, without prior notice, only in the case of an emergency and to provide routine janitorial services consistent with this Lease. If Landlord, or Landlord's employees, agents or contractors, must enter the Premises in the case of an emergency, then as soon as practicable before or after such emergency entrance, Landlord, or Landlord's agent, shall contact VEC Alexandria Office Manager, Dottie Brown (Telephone #703-813-1365). This contact person may be changed by proper notice to Landlord which may be oral or by electronic means. Tenant may direct Landlord to give such notice to a contact person with each Occupant whose portion of the Premises has been subject to an emergency entry. Notwithstanding anything to the contrary contained in this Lease, any entry into the Premises by Landlord or Landlord's employees,

agents, or contractors, shall be in accordance with all health and safety guidelines, regulations and protocols established or implemented by Tenant or the Commonwealth of Virginia, as such guidelines, regulations and protocols may be modified from time-to-time. Tenant shall have the right to have an employee or agent accompany any entry by Landlord or Landlord's employees, agents, or contractors into the Premises.

- (d) Asbestos. Landlord represents, warrants, and covenants that (i) the Premises, the Building and the Common Areas are free of friable asbestos that is not managed under a management plan prepared by an Asbestos Management Planner licensed by the Virginia Department of Professional and Occupational Regulation; and (ii) any friable asbestos discovered in or on the Building or the Premises shall be promptly and properly removed by Landlord, at Landlord's sole expense, in compliance with applicable federal, state and local laws and regulations, provided that, if the asbestos was introduced into the Premises by Tenant or an Occupant, the cost of the removal thereof during the Term shall be at Tenant's expense. Landlord has delivered to Tenant a complete, true, and accurate copy of Landlord's asbestos inspection report of the Building prepared by a licensed inspector.
- (e) Lead. Landlord represents, warrants, and covenants that (i) the Premises, the Building and the Common Areas are free of lead or lead-containing paint; and (ii) any lead or lead-containing paint discovered in or on the Building or the Premises shall be promptly and properly removed by Landlord, at Landlord's sole expense, in compliance with applicable federal, state and local laws and regulations, provided that, if the lead or lead-containing paint was introduced into the Premises by Tenant, the cost of the removal thereof during the Term shall be at Tenant's expense. Landlord has delivered to Tenant a complete, true and accurate copy of Landlord's lead or lead-containing paint inspection report of the Building prepared by a licensed inspector.
- (f) Phenylmercuric Acetate Flooring. Landlord represents, warrants, and covenants that (i) the Premises, the Building and the Common Areas are free of any flooring systems using the compound Phenylmercuric Acetate ("PMA"); and (ii) any flooring using PMA discovered in or on the Premises, Building or Common Areas shall be promptly and properly removed by Landlord, at Landlord's sole expense, in compliance with applicable federal, state and local laws and regulations, provided that, if the flooring system containing PMA was introduced into the Premises by Tenant, the cost of the removal thereof during the Term shall be at Tenant's expense. Landlord has delivered to Tenant a complete, true and accurate copy of Landlord's PMA flooring inspection report of the Building prepared by a licensed inspector.
- (g) Covenants. If any of the covenants, representations or warranties set forth in this Section 5 were not true as of the date made or as of the Possession Date, Tenant may terminate this Lease upon written notice to Landlord.

- (h) Survival. The covenants, representations and warranties of Landlord contained in this Section 5 shall survive the expiration of the Term or the prior termination of this Lease.

6. **MAINTENANCE.**

- (a) Condition at Possession Date. Landlord warrants that on the Possession Date, the Premises, the Building, the Common Areas, and all their respective equipment, including the plumbing, heating, ventilation and air conditioning equipment and systems: (i) shall be in good repair and good working order; and (ii) free of termite or other pest infestation and damage.
- (b) Compliance with Laws and Insurance Requirements. Landlord shall equip the Premises, the Building, and the Common Areas and perform all alterations, replacements, improvements, decontamination, and additions to the Premises, the Building, and the Common Areas and the equipment upon the Premises, the Building, and the Common Areas, at Landlord's expense, as shall be necessary at any time during the Term of this Lease, to comply with the provisions of federal, state, and local laws and regulations and all insurance requirements pertaining to health, safety, public welfare, and environmental protection, including laws and regulations pertaining to fire alarm and fire suppression system monitoring, life safety systems monitoring, asbestos, carbon monoxide, polychlorinated biphenyls, urea formaldehyde, lead paint, mold, radon, petroleum product storage tanks, and ozone depleting refrigerants, regardless of the effective date of law or regulation unless the Premises, the Building, and the Common Areas are grandfathered from such laws or regulations (except as provided in Section 11). This subsection shall not apply if the necessity for compliance with these laws arises solely and directly from the grossly negligent or willful misconduct of Tenant and its employees and Tenant is found by a court of competent jurisdiction to be liable for such acts under the Virginia Tort Claims Act, or the Commonwealth's Division of Risk Management consents that Tenant is so liable.
- (c) Compliance with Technical Requirements; HVAC Specifications. It shall be the sole responsibility and obligation of Landlord, at its expense and in accordance with applicable laws, technical publications, manuals and standard procedures, to (i) properly maintain, repair and replace all the structural portions of the Premises and the Common Areas, including foundation, sub-floor, structural walls and roof, as well as to keep the Premises and the Common Areas and all equipment and non-trade fixtures (exclusive of equipment and non-trade fixtures owned by Tenant or an Occupant), in good working order and safe condition and to perform any required repairs, replacements and maintenance, pursuant to the standards set forth in the current edition of the Virginia Maintenance Code (Part III of the Virginia Uniform Statewide Building Code (VUSBC)), and (ii) keep all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the Premises and/or the Common Areas in good repair, condition and working order. As used herein, the word "repair"

shall be deemed to include replacement of broken or cracked glass. All equipment and systems (exclusive of equipment and systems owned by Tenant or an Occupant) shall be monitored and maintained to provide reliable, energy efficient service, without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. Landlord shall cause the HVAC System to provide a temperature throughout the Premises and the Common Areas of not less than 68° F nor more than 74° F year round, during regular business hours of the Occupants, with a minimum of 30% relative humidity when heat is being provided and with a maximum of 60% relative humidity when air conditioning is being provided. Fresh air exchange rates, CO2 levels and ventilation rates shall comply with then -current Virginia Mechanical Code, during Regular Business Hours of the Tenant or Occupant.

“Regular Business Hours” are designated as 8:00 a.m. to 5:00 p.m., 5 days per week, Monday through Friday, excluding Tenant’s holidays, to include but not be limited to: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, the day following Thanksgiving, and Christmas Day. Tenant may request HVAC service after Regular Business Hours by providing Landlord with 48-hours’ prior notice, which may be oral or by electronic means, specifying the time. Weekend or after Regular Business Hours HVAC service will be provided to Tenant at no additional charge.

- (d) Safety Systems. It shall be the sole responsibility of Landlord to install, maintain, repair, inspect, test and monitor any fire extinguishing systems and equipment, including, without limitation, fire extinguishers and smoke detectors, fire and life safety systems, associated alarm systems and sprinkler systems serving the Premises, the Building and the Common Areas as required by local, state, and federal regulations, law, and code. Inspections and testing of such systems shall occur on an annual basis as required by the current edition of the Virginia Statewide Fire Prevention Code Chapter 9, or successor provisions, and shall be conducted by a National Fire Protection Association qualified company and inspector. Reports of the inspection and testing shall be provided to Tenant on an annual basis.
  
- (e) Other Maintenance. All other necessary or required maintenance, monitoring, repairs and replacements to the Premises, the Building and the Common Areas shall be the sole responsibility and expense of Landlord. Landlord's maintenance responsibilities shall include the supply and replacement of all supplies, materials and equipment necessary for such maintenance. Landlord shall provide janitorial services to the Premises and Common Areas five (5) days per week, exclusive of State holidays if the Occupant(s) will not be open for business. Specifications for janitorial services are set out in Exhibit E. Janitorial services of a disruptive nature, such as washing/waxing floors and vacuuming, shall be performed after regular business hours.



- (f) Tenant's Negligence or Willful Misconduct. Landlord shall not be obligated to make any repairs to the Premises due to damage caused solely and directly by the grossly negligent or willful misconduct of Tenant, or Tenant's employees.
- (g) Failure to Maintain. If Landlord fails to comply with any of its obligations under this Section 6, or fails to keep, repair and maintain the Premises, the Building, and the Common Areas, including all plumbing, heating, air conditioning, electrical and mechanical devices, the roofing system, and appliances and equipment of every kind or nature affixed to or serving the Premises or the Common Areas, in good repair, condition and working order as provided in this Section 6, then Tenant may give written notice thereof to Landlord. If the failure has not been remedied within five (5) days following such notice, then Tenant, at its option and with a second written notice to Landlord, may either terminate this Lease and all obligations hereunder, or proceed to make, or cause to be made, such upkeep, repair, monitoring, and maintenance, at Landlord's expense, which shall be due and payable to Tenant by Landlord within ten (10) days after demand therefor. Tenant may deduct the cost thus incurred in fulfilling Landlord's obligations under this Lease from future Rent payments and/or may collect the cost from Landlord in any manner provided by law. No notice of termination shall be given under this Section 6 if Landlord has physically commenced such repairs or is physically causing such repairs to be made, and such repair work is being diligently and continuously pursued to completion in a good and workmanlike manner. Furthermore, if the failure has not been remedied within the time specified above, Tenant shall be entitled to deduct from the Rent, or any installment thereof, the per diem Rent for each day that such failure continues beyond the specified time. The rights of Tenant set out in this Section 6 shall be cumulative, and the exercise of any right shall not exclude the exercise of any other right.

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

Notwithstanding the foregoing, if any event occurs that creates an unreasonable risk of injury to person or property, Tenant is authorized, without prior notice to Landlord, to procure temporary monitoring or to make temporary repairs to alleviate such risk, at Landlord's expense, which shall be due and payable to Tenant by Landlord within ten (10) days after demand therefor. The provisions of this Section 6 shall survive the expiration of the Term or any termination of this Lease.

- (h) Snow Removal. When and as snow and/or ice removal become necessary, Landlord shall promptly remove all snow and ice from all walkways, loading areas and parking areas and the Common Areas.

- (i) Access. Subject to all applicable laws, ordinances, codes and zoning requirements, Tenant and Occupants shall have access to the Building, the Premises, and the Common Areas 24 hours a day, 7 days a week.

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

- (a) Termination. If the Premises, the Building or the Common Areas are damaged by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature or other casualty loss, and, in the reasonable opinion of either party, the Premises, the Building or any Common Areas are thereby rendered substantially untenable or unusable, and cannot be reasonably commercially rebuilt within one hundred eighty (180) days following the date of casualty, this Lease shall terminate, at the option of either party, effective on the date of the casualty, upon written notice to the other party, given within thirty (30) days following the casualty.
- (b) Obligation to Repair and Restore. If neither party terminates this Lease as provided in “(a)” above, Landlord shall repair and restore the Building, the Premises, and the Common Areas as promptly as possible to their former condition, but in any event within one hundred eighty (180) days following the date of casualty. There shall be a proportionate abatement of all Rent and other payments otherwise due to Landlord under the terms of this Lease, for the period during which the said repairs and restoration are being completed, for that portion of the Premises not substantially usable by Tenant during such period (as well as a reasonable abatement of Rent with respect to any Common Areas that are not substantially usable by Tenant during such period). Landlord shall promptly commence to make all repairs, replacement, restoration, or renovation as required in this subsection and shall thereafter diligently pursue such repairs, replacement, restoration or renovation until completed. If Landlord shall fail to substantially complete all work within the time period herein required, then, in addition to all other rights of Tenant, Tenant may choose either option (i) or (ii) below:
  - (i) Tenant, or the appropriate Occupant if authorized by Tenant, may undertake with its own resources to repair, replace, restore or renovate the Premises and any Common Areas and may deduct the costs of the repairs, replacement, restoration, and renovation from the Rent or other payments otherwise due to Landlord under the terms of this Lease, or Tenant may collect all such costs from Landlord in any manner provided by law, if Landlord has not paid for such repairs within thirty (30) days after demand therefor from Tenant; or
  - (ii) Tenant may terminate this Lease by giving fifteen (15) business days written notice to Landlord.
- (c) Insufficient Funds. If Landlord is willing to repair and restore the Building, the Premises, and the Common Areas, but is unable to do so in a manner that is

substantially equivalent to the quality and condition of the Building, the Premises, and the Common Areas prior to the casualty, as determined by Tenant in its sole but reasonable discretion, then, unless Landlord and Tenant shall agree on an appropriate reduction to the Rent or other concessions within thirty (30) days following the occurrence of the casualty, Tenant shall have the right to terminate this Lease upon written notice to Landlord. Upon the happening of a casualty for which Section 7(b) applies, Landlord shall, upon request by Tenant, provide Tenant with a copy of the as-built plans for the Building, the Premises, and the Common Areas and the post-casualty constructions plans and specifications.

- (d) The provisions of Section 7(b)(i) shall survive the expiration of the Term or any termination of this Lease.

8. **ALTERATIONS.** Tenant, at its sole cost and expense, may make alterations and additions to the Premises as Tenant deems proper; provided, however, unless made pursuant to Section (d) of Attachment A, this Section 8(a), or Sections 7 or 21, Tenant shall not make any structural alterations of the roof, foundation or exterior walls without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant, at its sole cost and expense, may install fixtures, partitions and make such other improvements as Tenant may deem proper. The title and ownership of materials used in such alterations and additions, and all fixtures, partitions, and other improvements made and/or installed by Tenant shall remain in Tenant. Upon termination of this Lease, Tenant may, at its option, remove the fixtures, partitions and other improvements made under this Section, in which event any damage to the Premises caused by removal, other than nominal damage (such as screw holes, bracket marks, etc.) shall be repaired by Tenant at its expense. If Tenant elects not to remove the improvements, it shall have no further responsibility for them or their removal, and such improvements shall thereafter be the property of Landlord.

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

- (a) Utilities and Services. Landlord shall provide, at Landlord's sole expense, the following utilities and services for the Premises and the Common Areas: heating and air-conditioning as conditions require, electricity, gas, water and sewer, janitorial service and interior trash removal. Landlord shall also provide (if required in the exhibits), or permit Tenant or a telecommunications company to install, telecommunications connections from the public right of way through the Building to the Premises. If Landlord or Landlord's agents, employees, contractors, tenants, licensees or invitees interrupt, discontinue or cause the interruption or discontinuation of any utilities or services reasonably necessary for Tenant's use and enjoyment of the Premises and the Common Areas, in whole or in part, then Tenant, in addition to any other remedy available under law, at equity, or under this Lease, shall be entitled to deduct from the Rent, or other payments otherwise due to Landlord under the terms of this Lease, the per diem Rent for each day that such interruption or discontinuance remains in effect. If the interruption or discontinuance is caused by Landlord's failure to pay the provider of the utility or service, resulting in the termination of the utility or services by such provider,

then Tenant may pay directly to the provider the amount necessary to restore the utility or services, in which event Landlord shall reimburse Tenant all such amounts immediately on demand and / or Tenant shall be entitled to deduct from the Rent, or other payments otherwise due to Landlord under the terms of this Lease or any renewal or extension thereof, the amount of such payment to the provider. Notwithstanding anything to the contrary contained in this Lease, if any disruption of utilities or services, as provided in this Section 9(a), continues for twenty (20) consecutive days, Tenant shall have the right to terminate this Lease by written notice Landlord; provided, however, Tenant shall have no right of termination under this Section 9(a) if such interruption is the result of the grossly negligent or willful misconduct of Tenant. The provisions of this paragraph shall survive the expiration of the Term or any termination of this Lease.

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

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

and all systems serving the Common Areas or any part thereof in a good, clean, and safe condition.

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

- (a) Compliance with ADA. In addition to any other requirements or covenants in this Lease, and, notwithstanding any grandfathering permitted under any laws, rules, or regulations, at all times during the Term, Landlord covenants that, as to the Premises and the Common Areas (including but not limited to the parking areas and driveways and entrances and exits to and from public streets and the routes to parking areas ) it has fully complied, or will comply, to the fullest extent required by law, with:
- (i) the facilities accessibility laws, regulations and standards required by the "Americans With Disabilities Act of 1990", including Titles II and III thereof, and the regulations and standards promulgated thereunder, including the regulations promulgated by the U.S. Department of Justice (28 CFR Part 35, Subpart A-General "2010 Standards" and "2010 ADA Standards for Accessible Design", September 15, 2010), as amended (the "ADA"), and
  - (ii) the minimum requirements of the Virginia Uniform Statewide Building Code (VUSBC), Part 1 Virginia Construction Code, as amended, pertaining to access by the physically handicapped and aged persons, including Chapter 11 ("Accessibility") of said VUSBC, which, in part, incorporates the regulations and referenced standards of the U.S. Department of Justice identified above.

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

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

Should Landlord fail within thirty (30) calendar days following such notice to comply or to propose in writing an alternative for compliance that Tenant deems

acceptable, or, alternatively, fail to convince Tenant that compliance is not required, either because such accommodation as would otherwise be required would constitute an undue hardship when measured against the financial resources of Landlord or because the facilities are nevertheless accessible and usable by individuals with disabilities, then Tenant may undertake with its own resources to accomplish the work needed to achieve such compliance in which event Landlord shall reimburse Tenant all amounts on demand and/or and may deduct the reasonable costs of such accommodation from the Rent or other sums then otherwise due Landlord under the terms of this Lease, or may terminate this Lease by giving three months' written notice to Landlord. The provisions of this paragraph shall survive the expiration of the Term or any termination of this Lease.

- (b) Tenant's Trade Fixtures. The foregoing provisions of this Section 11, as applied to Landlord, shall not apply to trade fixtures used or installed by Tenant or Tenant's layout of such trade fixtures.

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

- (a) Sovereign Immunity. Landlord agrees, understands and acknowledges that Tenant and Occupant(s) are agencies of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences on or about the Premises the Building or the Common Areas, including product liability, the Commonwealth, Tenant and Occupant(s) are either (i) constitutionally immune (or partially immune) from suit, judgment or liability, (ii) insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices. No provision, covenant or agreement contained in this Lease shall be deemed to be a waiver of the sovereign immunity of the Commonwealth of Virginia, Tenant or Occupant(s), from tort or other liability.

Tenant agrees, understands and acknowledges that Landlord is a municipality of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences on or about the Premises the Building or the Common Areas, including product liability, Landlord (i) may be constitutionally immune (or partially immune) from suit, judgment or liability, (ii) is insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices. No provision, covenant or agreement contained in this Lease shall be deemed to be a waiver of the sovereign immunity of the City of Alexandria, Landlord, from tort or other liability.

- (b) No Indemnification. Landlord agrees, understands and acknowledges that Tenant and Occupant(s) have not agreed to provide any indemnification, defense or save harmless agreements running to Landlord.

- (c) Choice of Law. This Lease shall be governed by, and construed according to, the laws of the Commonwealth of Virginia. The parties choose the City of Richmond, Virginia, as the venue for any action instituted pursuant to the terms of this Lease.
- (d) Dissolution or Restructuring of Occupant. Notwithstanding any other provision of this Lease, if an Occupant shall cease to exist, and is not replaced by a successor entity with similar powers and purposes, or its powers and authority are limited so as to not permit the continued use of the Premises for its intended purpose and use, as determined by Tenant, then Tenant shall have the right to withdraw from this Lease such portion of the Premises then occupied by such Occupant (with a corresponding reduction in the Rent). In such event, Tenant will endeavor to give as much notice as is reasonably possible of the event triggering the reduction and the anticipated date by which such Occupant will completely vacate such portion of the Premises. If the Occupant is the sole Occupant of the Premises, then upon such event this Lease shall terminate without any penalty or liability whatsoever. Nevertheless, if Tenant, in its sole discretion, determines that another agency or institution of the Commonwealth has a need for the portion of the Premises used by such Occupant, Tenant may designate such other agency or institution as the Occupant to use that portion of the Premises pursuant to the terms and provisions of this Lease, which will continue in full force and effect.
- (e) Non-Appropriation. Agencies of the Commonwealth of Virginia cannot expend funds unless appropriated by the Virginia General Assembly and may not obligate a future session of the Virginia General Assembly. It is further understood that the Rent paid by Tenant is derived from appropriations (or federal funding) made to the individual Occupants and paid over to Tenant. Therefore, notwithstanding any provision in this Lease to the contrary, if any session of the Virginia General Assembly fails to appropriate funds for the continuance of this Lease for all Occupants (or federal funding for the continuation of this Lease is no longer available), this Lease and all obligations hereunder shall automatically terminate upon depletion of the then currently appropriated or allocated funds without any penalty or liability whatsoever; provided, however, that if there is more than one Occupant, and not all Occupants have lost funding as aforesaid, then Tenant shall have the right to delete the space occupied by such Occupant from the Premises and reduce the Rent accordingly (subject to Tenant paying the cost of constructing a new demising wall, if required, and further subject to the space deleted from the Premises being reasonably commercially leasable, either by itself or as part of adjacent available space). Nevertheless, if Tenant, in its sole discretion, determines that another agency or institution of the Commonwealth has a need for the portion of the Premises used by such Occupant, Tenant may designate such other agency or institution as an Occupant to use that portion of the Premises pursuant to the terms of this Lease, which will continue in full force and effect.
- (f) Conflict. To the extent of any conflict between the provisions of this Section 12 and the remaining provisions of this Lease, the provisions of this Section 12 shall control.

13. **REPORT OF OCCUPANCY.**

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

14. **CONDEMNATION.**

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



15. **SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT.** Upon request by Landlord or Tenant, both parties agree to execute a Subordination, Non-Disturbance and Attornment Agreement that substantially conforms to Exhibit F, attached hereto. Any modification thereof shall be subject to approval by Tenant and the Office of the Attorney General of Virginia in their sole discretion.
16. **SIGNAGE.**
- (a) Landlord Signage. Landlord, at its expense, shall provide building standard signage listing each Occupant on the Building directory and at the entrance to each Occupant's suite. If there is a Building pylon that includes the names of any tenants in the Building, then in the event that there is space available at any time that this Lease is in effect, Tenant shall have the right to include thereon the names of any of the Occupants, provided that Tenant shall pay the installation cost thereof.
- (b) Tenant-Provided Signage. Tenant shall be permitted to place signage on the ingress and egress doors to the Premises and within the Premises at its expense, except for the expense for signage to be provided by Landlord as part of the Improvements or as laid out in Section 16(a) above. Pursuant to Virginia Code §18.2-283.2 (the "Code Provision"), it shall be unlawful for any person, subject to certain exceptions as detailed in the Code Provision, to carry a firearm or explosive material within the Premises. Tenant shall be permitted to place signage and/or notices detailing such restrictions (the "Notices") on any public entrance of the Premises and Building, and within the Premises. Landlord hereby acknowledges, consents, and agrees to the prohibition detailed in the Code Provision and Tenant's posting of the Notices at the Building, Premises, and Common Areas as Tenant deems necessary, in accordance with the Code Provision. The Notices may be in substantially the same form as that attached hereto as Exhibit H, incorporated herein by this reference, as may be modified by Tenant in its sole discretion, but in any event shall be of a size and design approved by the Commonwealth of Virginia, Department of General Services.
17. **OPTION, TERMINATION, RENEWAL, AND HOLDOVER.**
- (a) Options. Tenant shall have two (2) options of five (5) years each to extend the term of this Lease (the "First Option Term" and the "Second Option Term", respectively, and each an "Option Term" or jointly the "Option Terms") upon providing a minimum of six (6) months' written notice to Landlord, prior to the expiration of the Initial Term or First Option Term as may be applicable. Rent during the First Option Term shall be under the same terms and conditions as existed immediately prior to the commencement of the Option Term.
- (b) Termination. Unless otherwise terminated herein, Tenant may elect to terminate this Lease and vacate the Premises at the end of the Initial Term or any Option Term upon providing a minimum of six (6) months' written notice to Landlord prior to the expiration of the Initial Term or such Option Term, as may be applicable, or at

any time during any Renewal Term (as defined below) upon providing a minimum of six (6) months' prior written notice to Landlord.

Unless otherwise terminated herein, Landlord may elect to terminate this Lease upon the expiration of the Second Option Term or upon the expiration of any Renewal Term by providing a minimum of six (6) months' prior written notice to Tenant. Landlord may also elect to terminate this Lease upon the expiration of the Initial Term or the First Option Term, if Tenant does not exercise its option rights at such times, by providing a minimum of six (6) months' prior written notice to Tenant.

- (c) Holdover. If Tenant continues to occupy the Premises after the termination date specified in a proper notice to terminate as provided in (b) above ("Holdover"), such Holdover shall be deemed a tenancy from month-to-month upon the same terms and conditions as existed immediately prior to the commencement of the Holdover. Either party may terminate such Holdover upon providing a minimum of four (4) months' prior written notice to the other party.
- (d) Condition of Premises. At the termination of this Lease, Tenant shall peaceably deliver the Premises in substantially the same condition as originally accepted, excepting any alterations by Tenant or Landlord, damage by accident, or casualty, condemnation, reasonable wear and tear, and subject to any provisions herein to make repairs and restoration.
- (e) Posting of Notice. After a proper notice of termination has been properly given by either party, Landlord may elect to post a notice that the Premises are available for lease. Landlord may show the Premises to prospective tenants only during Tenant's Regular Business Hours, with at least twenty-four (24) hours' prior notice to Tenant and in such a manner so as not to disturb Tenant's operations.

## 18. NOTICES.

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

Division of Real Estate Services  
Attn: Director  
1100 Bank Street, 3<sup>rd</sup> Floor  
Richmond, VA 23219

With a copy to:

Virginia Employment Commission  
Attn: Real Estate and Facilities Coordinator

6606 W. Broad Street  
Richmond, VA 23230

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

City of Alexandria  
Department of General Services  
421 King Street, Suite 220  
Alexandria, VA 22314  
Attn: Director of General Services

With a copy to:

City of Alexandria  
Office of City Attorney  
301 King Street, Suite 1300  
Alexandria, VA 22314  
Attn: City Attorney

- (c) Manner of Delivery. Wherever a notice is required under this Lease, notice shall be deemed to have been duly given if in writing and either: (i) personally served; (ii) delivered by prepaid nationally recognized overnight courier service; (iii) forwarded by Registered or Certified mail, return receipt requested, postage prepaid; or (iv) oral or electronic notice where expressly permitted under this Lease.
- (d) Date of Delivery. Each such notice shall be deemed to have been given to, served upon, or received by the party to which such notice is properly addressed on the date the same is (i) delivered to the proper notice address in a manner provided for under Section 18(c), or (ii) delivery is refused.
- (e) Change of Address. Each party to this Lease shall notify the other party of a new address at which to mail notices, which notice shall be given in the manner provided above, and unless and until such notice of new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in this Section.
- (f) Alternative Methods. Where notice by Tenant is sent by an alternative method, the notice shall be effective if actually received by Landlord, or its appointed agent.
19. **BINDING EFFECT; AMENDMENTS.** Except as set forth below with regard to the approval of the Governor of Virginia, the covenants, agreements, and rights contained in

this Lease shall bind and inure to the respective heirs, personal representatives, successors and assigns of Landlord and Tenant. This Lease and all exhibits and attachment hereto, all of which are hereby incorporated herein as a part hereof, constitute the entire, full and complete understanding and agreement between Landlord and Tenant, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Lease and shall be null, void and without legal effect. This Lease shall not be effective or binding unless and until signed by all parties and Tenant obtains the recommendation of the Virginia Department of General Services and the approval of the Governor of Virginia, or his designee, as required by the Code § 2.2-1149. No amendment or modification of any of the terms of this Lease shall be binding on Tenant unless in writing and executed by all parties to this Lease with the same formality as this Lease.

20. **DEFAULT.**

- (a) Permitted Termination. The termination of this Lease by Tenant pursuant to the provisions contained herein shall not be a default hereunder.
- (b) Breach; Rights; No Additional Obligations. If either party shall breach any provision of this Lease, the non-breaching party may give written notice thereof to the breaching party. Except as otherwise provided in this Lease, the breaching party shall have thirty (30) days (which shall be extended to the extent reasonably necessary if a cure shall reasonably require more than thirty (30) days, provided the breaching party promptly commences the cure and diligently pursues completion thereof) from the receipt of the notice to cure the breach and, if not so cured (i) in the case of a Landlord breach, Tenant, at its option, may deduct from future Rent or other payments otherwise due to Landlord under the terms of this Lease the costs Tenant incurs in curing Landlord's breach, including curing a breach by Landlord of a failure to pay Tenant any sum of money by making such deduction, and/or Tenant may, at its option, exercise such rights as may exist at law or in equity, and (ii) in the case of a Tenant breach, Landlord may, at its option, exercise such rights as may exist at law or in equity, except that Landlord shall not take possession of the Premises by any self-help remedy. The provisions of this subsection shall not be construed as imposing any additional obligations on the non-breaching party to the extent that this Lease permits the non-breaching party to take certain actions as a result of a breach by the other party.

21. **TELECOMMUNICATIONS EQUIPMENT.** Subject to all applicable federal, state and local laws, including zoning ordinances, and provided that the same does not interfere with any then-existing, similar equipment maintained on the roof of the Building, Tenant shall have the right to place upon the roof of the Building one antenna and/or one standard-size telecommunication dish ("Satellite Equipment") as are reasonably necessary or otherwise reasonably desired by Tenant and / or Occupant for the operations of Tenant and / or such Occupant. Any related telecommunications equipment that is not required or otherwise reasonably desired by Tenant and / or Occupant to be located on the roof shall be placed within the Premises. Prior to any such installation, the specifications and location of the

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

22. **PRESUMPTIONS.** No presumption shall be created in favor of or against any of the parties to this Lease with respect to the interpretation of any term or provision of this Lease due to the fact that this Lease, or any part hereof, was prepared by or on behalf of one of the parties hereto, as may be evidenced by the disclosure on the face of this Deed of Lease made pursuant to the Code § 17.1-223.
23. **ASSIGNMENT.** Tenant may not assign this Lease, or sublet the Premises, without the written consent of Landlord, which consent shall not be unreasonably withheld or delayed, except that Tenant may assign this Lease to any other agency or institution of the Commonwealth of Virginia without Landlord's consent, pursuant to the terms of Sections 2 and 12.
24. **NOVATION.** Landlord and Tenant entered into that certain license agreement dated August 15, 2017, whereby Landlord licensed to Tenant a certain portion of the Premises located in the Mark Center Complex at 1900 Beauregard Street, Suite 300, Alexandria, Virginia 22311 (the "License"). The License is in an automatic one-year renewal term that is scheduled to terminate on June 30, 2024. Notwithstanding the foregoing, Landlord and Tenant agree that the License shall terminate as of the full execution of this Lease.
25. **HEADINGS.** The headings of the sections of this Lease are inserted for convenience only

and do not substantively alter, modify, or amend the provisions that follow such headings.

26. **COUNTERPARTS.** This Lease may be executed on one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same document. The execution of this Lease at different times and in different places by the parties hereto shall not affect the validity of this Lease.
27. **ADDITIONAL PROVISIONS.** This Lease is subject to the following terms, conditions, modifications, additions and/or deletions provided in the following designated attachments and exhibits, all of which are hereby incorporated into this Lease as a part hereof:

Exhibits:	A	Proposed Space Plan
	B.	Intentionally omitted.
	C.	Intentionally omitted.
	D.	Intentionally omitted.
	E.	Janitorial Specifications
	F.	Subordination, Non-Disturbance and Attornment Agreement
	G.	Sample W9_COVASubstitute
	H.	Notices

[Signatures appear on following pages.]

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

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_  
Office of the City Attorney

\_\_\_\_\_  
CITY/COUNTY OF \_\_\_\_\_, to wit:

The foregoing Deed of Lease was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_ by \_\_\_\_\_ acting in his/her capacity as  
\_\_\_\_\_ of \_\_\_\_\_ on behalf of the CITY  
OF ALEXANDRIA.

My commission expires: \_\_\_\_\_  
Registration No. \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[Signatures continue on following pages.]

TENANT: COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF GENERAL SERVICES

By: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, to wit:

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

My commission expires: \_\_\_\_\_  
Registration No. \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[Signatures continue on following page.]



RECOMMEND APPROVAL:

DEPARTMENT OF GENERAL SERVICES

By: \_\_\_\_\_  
Director

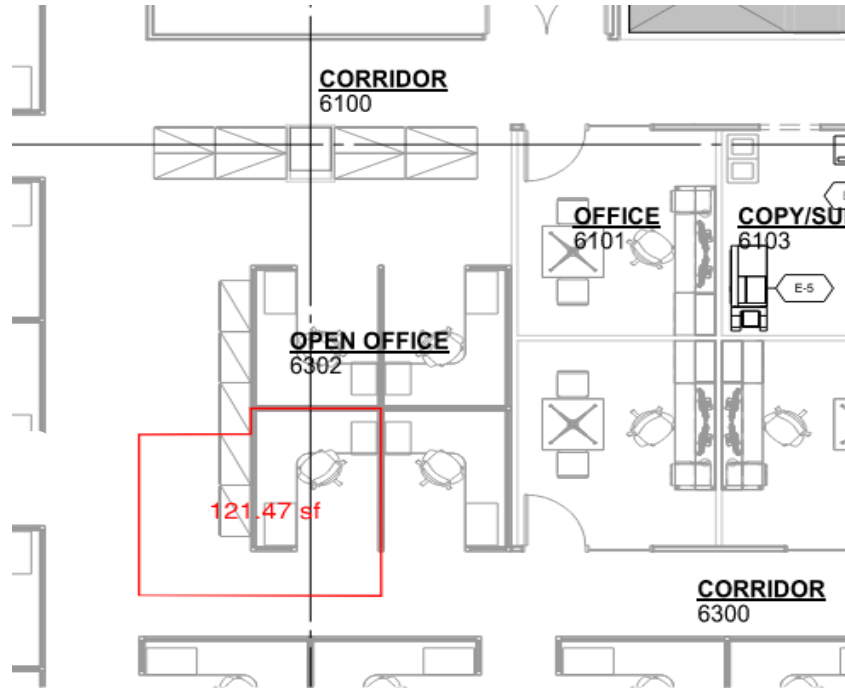
**APPROVED BY THE GOVERNOR:**

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

\_\_\_\_\_  
Secretary of Administration Date

[End of signature pages.]

**EXHIBIT A**  
**Proposed Space Plan**



## **EXHIBIT E**

### **JANITORIAL SPECIFICATIONS**

#### **Office Areas**

Daily Service: Five nights per week, Monday through Friday except for holidays.

##### Floors:

- Carpets: Vacuumed and spot-cleaned
- Tile: Swept and/or mopped
- Rugs: Vacuumed and spot-cleaned

##### Restrooms:

- Toilet, sink, urinal: Cleaned and sanitized
- Waste receptacles: Emptied, re-lined and waste removed from facility
- Towel, tissue, soap and sanitary napkin dispensers: Cleaned and refilled
- Damp mop floors daily
- Clean baby changing tables

##### Receptacles:

- Waste receptacles: Emptied, re-lined and waste removed from facility
- Cigarette Urns: In approved smoking areas, urns will be emptied and cleaned.

##### Interior:

- Office furniture and fixtures dusted
- Window sills, low ledges, moldings, and picture frames to be dusted and cleaned periodically
- Walls, baseboards, light switches, and handles to be dusted and cleaned periodically
- Blinds and vents dusted periodically

##### Glass:

- Entrance doors cleaned
- Partition glass cleaned of smudges, markings periodically

##### Elevators and Stairwells:

- Elevator cab cleaned, dusted, and polished
- Stairwells to be swept and/or mopped periodically

##### Client Waiting Room:

- Spot clean walls, switches, and doors if needed.
- Vacuum walk-off mats
- Clean sides of glass doors and/or partition glass
- Empty trash receptacles and pick up any trash that may have dropped on floor from clients.

- Spot clean client waiting room chairs

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

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

**R E C I T A L S**

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

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

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

**A G R E E M E N T**

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

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

force and effect as a direct lease between Lender (or Third Party Purchaser, if applicable) and Tenant, under the terms, covenants and conditions of the Lease, for the remainder of the Lease term;

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Lender: \_\_\_\_\_

If to Tenant: \_\_\_\_\_

If to Landlord: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Interpretation and Effect. This Agreement:

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

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

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

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

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

[Signatures on Following Pages]





**Landlord:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Registration Number

\_\_\_\_\_  
Notary Public

**EXHIBIT G**  
**SAMPLE W-9 COVA SUBSTITUTE FORM**


Completion Information:

In order for a vendor (Landlord) to do business with the Commonwealth and to receive payment from the Commonwealth, the vendor *must be* set up in CARDINAL, the Commonwealth's statewide accounting system.

To be set up in CARDINAL, a vendor is required to complete and return the Commonwealth of Virginia Substitute W-9 form ("W-9 COVA Substitute Form"), a sample of which is included herein. This W-9 COVA Substitute Form is different from the IRS W-9 form. The IRS has allowed the Commonwealth the opportunity to create a substitute W-9 and require use of such substitute form.

When completing the W-9 COVA Substitute Form:

- Make sure that the EIN or social security number provided is identical to that which is used to file the associated tax return (box 1). The Commonwealth performs a cross check of the EIN or social security number provided with tax records and if the numbers do not match the W-9 COVA Substitute Form is returned.
- Close attention should be paid to the information to be completed in the "remittance address" box. The information provided in this box should be the remittance NAME and remittance ADDRESS of to whom the payments (Rent) are to be payable and to where the business payments (Rent) are to be received.

<b>Form W-9</b> Commonwealth Of Virginia Substitute W-9 Form Revised July 2014	<b>Request for Taxpayer Identification          Number and Certification</b>																																							
<input type="checkbox"/> Social Security Number (SSN)  <input type="checkbox"/> Employer Identification Number (EIN)  _____	Please select the appropriate Taxpayer Identification Number (EIN or SSN) type and enter your 9 digit ID number. The EIN or SSN provided must match the name given on the "Legal Name" line to avoid backup withholding. If you do not have a Tax ID number, please reference "Specific Instructions - Section 1." If the account is in more than one name, provide the name of the individual who is recognized with the IRS as the responsible party.																																							
	Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions)  _____	<b>Legal Name:</b> _____																																						
	<b>Business Name:</b> _____																																							
<table border="0" style="width: 100%;"> <tr> <th colspan="2" style="text-align: center;">Entity Type</th> <th colspan="2" style="text-align: center;">Entity Classification</th> <th style="text-align: center;">Exemptions (see instructions)</th> </tr> <tr> <td><input type="checkbox"/> Individual</td> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Professional Services</td> <td><input type="checkbox"/> Medical Services</td> <td rowspan="2">Exempt payee code (if any): _____ (from backup withholding)</td> </tr> <tr> <td><input type="checkbox"/> Sole Proprietorship</td> <td><input type="checkbox"/> S-Corporation</td> <td><input type="checkbox"/> Political Subdivision</td> <td><input type="checkbox"/> Legal Services</td> </tr> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> C-Corporation</td> <td><input type="checkbox"/> Real Estate Agent</td> <td><input type="checkbox"/> Joint Venture</td> <td rowspan="2">Exemption from FATCA reporting code (if any): _____ _____</td> </tr> <tr> <td><input type="checkbox"/> Trust</td> <td><input type="checkbox"/> Disregarded Entity</td> <td><input type="checkbox"/> VA Local Government</td> <td><input type="checkbox"/> Tax Exempt Organization</td> </tr> <tr> <td><input type="checkbox"/> Estate</td> <td><input type="checkbox"/> Limited Liability Company</td> <td><input type="checkbox"/> Federal Government</td> <td><input type="checkbox"/> OTH Government</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Government</td> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> VA State Agency</td> <td><input type="checkbox"/> Other</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Non-Profit</td> <td><input type="checkbox"/> Corporation</td> <td></td> <td></td> <td></td> </tr> </table>	Entity Type		Entity Classification		Exemptions (see instructions)	<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> Professional Services	<input type="checkbox"/> Medical Services	Exempt payee code (if any): _____ (from backup withholding)	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> S-Corporation	<input type="checkbox"/> Political Subdivision	<input type="checkbox"/> Legal Services	<input type="checkbox"/> Partnership	<input type="checkbox"/> C-Corporation	<input type="checkbox"/> Real Estate Agent	<input type="checkbox"/> Joint Venture	Exemption from FATCA reporting code (if any): _____ _____	<input type="checkbox"/> Trust	<input type="checkbox"/> Disregarded Entity	<input type="checkbox"/> VA Local Government	<input type="checkbox"/> Tax Exempt Organization	<input type="checkbox"/> Estate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Federal Government	<input type="checkbox"/> OTH Government		<input type="checkbox"/> Government	<input type="checkbox"/> Partnership	<input type="checkbox"/> VA State Agency	<input type="checkbox"/> Other		<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Corporation					
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<b>City:</b> _____ <b>State:</b> _____ <b>Zip Code:</b> _____	<b>Business Phone:</b> _____																																							
<b>Remittance Address:</b> _____	<b>Fax Number:</b> _____																																							
	<b>Mobile Phone:</b> _____																																							
<b>City:</b> _____ <b>State:</b> _____ <b>Zip Code:</b> _____	<b>Alternate Phone:</b> _____																																							
Under penalties of perjury, I certify that:																																								
<ol style="list-style-type: none"> <li>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</li> <li>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or c) the IRS has notified me that I am no longer subject to backup withholding, and</li> <li>3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and</li> <li>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol>																																								
<b>Certification instructions:</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See instructions titled <b>Certification</b>																																								
<b>Printed Name:</b> _____																																								
<b>Authorized U.S. Signature:</b> _____		<b>Date:</b> _____																																						

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [IRS.gov](http://IRS.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain

payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see Section 2 Certification – Page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requestor of Form W-9 for more information.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requestor of Form W-9 for more information.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no

reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### Specific Instructions

### Section 1 -Taxpayer Identification

**Check the appropriate Tax Identification Number (TIN) type. Enter your EIN/SSN in the space provided.** If you are a resident alien and you do not have and /or are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site [www.irs.gov](http://www.irs.gov).

If you do not have a TIN, apply for a TIN immediately, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester. **Note:** *Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.*

**Enter the TIN which coincides with the 'Legal Name' provided on the form.**

- If you are an individual, check the "Social Security Number (SSN)" box and enter the SSN.
- If you are a Grantor or Revocable Trust, check the "Social Security Number (SSN)" box and enter the SSN of the Grantor.
- If you are a Resident Alien, check the "Social Security Number (SSN)" box and enter your SSN or

your ITIN (IRS Individual Taxpayer Identification Number).

d. If you are a Sole Proprietor, check the "Social Security Number (SSN)" box and enter the SSN of the sole proprietor.

e. If you are a Single-Member LLC that is disregarded as an entity, check the "Social Security Number (SSN)" box and enter the member's SSN. **Note:** If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

Vendors are requested to enter their **Dunn and Bradstreet Universal Numbering System (DUNS)**, if applicable. See number requirement below.

**Dunn and Bradstreet Universal Numbering System (DUNS) number requirement.** The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at [www.ccr.gov](http://www.ccr.gov). Any entity that does not have a DUNS number can apply for one on-line at <http://www.dnb.com/us/> under the DNB D-U-N Number Tab.

**Legal Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name. If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form. If you are using a name other than that which is listed on a Social Security Card, please enter the legal entity name as filed with the IRS. In general, enter the name shown on your income tax return. Do not enter a Disregarded Entity Name on this line.

**Business Name.** Business, Disregarded Entity, trade, or DBA ("doing business as") name.

**Entity Type.** Select the appropriate entity type.

**Individual.** If you are an individual, you must generally enter the name shown on your income tax return.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Legal Name" line. You may enter your business, trade, or

"doing business as (DBA)" name on the "Business Name" line.

**Partnership.** A partnership is an entity reflecting a relationship existing between two or more persons who join to carry on a trade or business. Enter the partnership's name on the "Legal Name" line. This name should match the name shown on the legal document creating the entity. You may enter your business, trade, or "doing business as (DBA) name on the "Business Name" line.

**Trust.** A legal entity that acts as fiduciary, agent or trustee on behalf of a person or business entity for the purpose of administration, management and the eventual transfer of assets to a beneficial party. Enter the name of the legal entity on the "Legal Name" line.

**Estate.** A separate legal entity created under state law solely to transfer property from one party to another. The entity is separated by law from both the grantor and the beneficiaries. Enter the name of the legal entity on the "Legal Name" line.

**Government.** The Government of any State, any Political Subdivision of any State, any Agency or Instrumentality of a State or of a Political Subdivision of a State.

**Non-Profit.** An organization that is organized and operated exclusively for exempt purposes and none of its earnings may inure to any private shareholder or individual.

**Corporation.** A company recognized by law as a single body with its own powers and liabilities, separate from those of the individual members. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

**S-Corporation.** A corporation that is taxed like a partnership: a corporation in which five or fewer people own at least half the stock. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

**C-Corporation.** A business that is taxed as a separate entity: a business taxed under Subchapter C of the Internal Revenue Code and legally distinct from its owners. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

**Limited liability Company (LLC).** An LLC with at least two members is classified as a partnership for federal income tax purposes unless it files Form 8832 and affirmatively elects to be treated as a corporation. Enter the name of the partnership or corporation. An LLC with only one member is treated as an entity disregarded as separate from its owner for income tax purposes (but as a separate

entity for purposes of employment tax and certain excise taxes), unless it files Form 8832 and affirmatively elects to be treated as a corporation. If you are a single-member LLC (including a foreign LLC with a domestic owner) that is **disregarded** as an entity separate from its owner, **enter the owner's name on the "Legal Name" line. Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.**

**Entity Classification.** Select the appropriate classification type.

**Contact Information.** Enter your contact information.

Enter your **Legal Address.** Enter your **Remittance Address.** A **Remittance Address** is the location in which you or your entity receives business payments.

Enter your **Business Phone Number.** Enter your **Mobile Phone Number,** if applicable. Enter your **Fax Number,** if applicable. Enter your **Email Address.**

For clarification on IRS Guidelines, see [www.irs.gov](http://www.irs.gov).

**Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 - The United States or any of its agencies or instrumentalities
- 3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
- 4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 - A corporation

- 6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 - A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 - A real estate investment trust
- 9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10- A common trust fund operated by a bank under section 584(a)
- 11 - A financial institution
- 12 - A middleman known in the investment community as a nominee or custodian
- 13 - A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B - The United States or any of its agencies or instrumentalities
- C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G - A real estate investment trust
- H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I - A common trust fund as defined in section 584(a)
- J - A bank as defined in section 581
- K - A broker
- L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Section 2 - Certification**

To establish to the paying agent that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on Form W-9. You are being requested to sign by the Commonwealth of Virginia.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

**Submission:**

Commonwealth Vendor Group  
 Post Office Box 1971  
 Richmond, VA 23218-1971  
 CVG@doa.virginia.gov  
 804.823.2701 (fax)

EXHIBIT H  
NOTICES

# NOTICE



## FIREARMS AND EXPLOSIVE MATERIAL PROHIBITED



It is unlawful for any person to carry any firearm or explosive material within the Capitol of Virginia, Capitol Square and the surrounding area, any building owned or leased by the Commonwealth or any agency thereof, or any office where employees of the Commonwealth or any agency thereof are regularly present for the purpose of performing their official duties.



SCAN FOR  
TRANSLATION

Code 18.2-283.2 effective July 1, 2021

**A violation of 18.2-283.2 is punishable as a Class 1 misdemeanor and any firearm or explosive material carried in violation of 18.2-283.2 is subject to seizure by a law enforcement officer.**