LEASE

CITY OF ALEXANDRIA
AND
CASA CHIRILAGUA

LEASE

THIS LEASE (this "Lease") is made and entered into this ____ day of _____, 2026, between the CITY OF ALEXANDRIA, (hereinafter called "Landlord"), and CASA CHIRILAGUA (hereinafter called "Tenant").

W I T N E S S E T H:

Landlord, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties, does hereby demise and lease to Tenant (for the term hereinafter stipulated) the premises (hereinafter called the "Premises") being that building and land shown and dimensioned on the site plan attached hereto and made a part hereof as Exhibit "A" (the "Site Plan") located at 4109 Mt. Vernon Avenue, Alexandria, Virginia, and as legally described in Exhibit "A-1", attached hereto and made a part hereof.

The Premises shall consist of a building that is approximately 4,278 rentable square feet.

Landlord hereby leases the Premises to Tenant and hereby grants to Tenant its guests, invitees and licensees the use of all easements, rights and privileges appurtenant thereto.

ARTICLE 1
TERM AND USE

A. The Tenant shall gain possession of the Premises on [MONTH AND DAY], 2026, ("Commencement Date"). The Term of this Lease shall begin on [DATE] and shall expire on [DATE] (the "Expiration Date"). The Term and any Renewal Terms (hereinafter defined) are sometimes collectively referred to herein as the "Term."

B. Provided Tenant is not in default of any material term, condition or covenant contained in this Lease beyond any period for curing same at the time Tenant exercises an option to renew, Tenant shall have one (1) option of renewing this Lease for five (5) years (hereinafter, "Renewal Term") at the discretion of Landlord. Notice of the exercise of such option shall be given by Tenant to Landlord in writing not later than nine (9) months prior to expiration of the Primary Term, and grant of such Renewal Term shall not be unreasonably withheld.

C. Tenant shall pay to Landlord, as minimum rent for the Premises during the Term , the sum of Four Thousand Eight Hundred Dollars ($4,800.00) on an annual basis or monthly installments of $400.00.

D. The Premises may be used and occupied for a community center and other activities previously consented to in writing by Landlord. Tenant shall provide a log of events held at the Premises upon request, not to exceed a quarterly basis, to the Landlord. Any rental fees generated in connection with such community events shall be payable to Tenant as managing agent of the facility. In addition to Tenant's use, the Premises will be used by a local community farmers' and artisans' market for restroom and stage access from April 1 through and including October 31, and for indoor market from November 1 through and including March 30, including 40 square feet of storage space per separate agreement between Tenant and manager of farmers' and artisans' market. The Tenant shall be responsible for overseeing and managing the local community farmers' and artisans' market's rental agreement for use of the facility.

ARTICLE 2
EXHIBITS AND ORIGINAL CONSTRUCTION

A. The exhibits listed below and attached to this Lease are incorporated herein by reference:

EXHIBIT "A"	-	Site Plan of Premises and/or Premises
EXHIBIT "A-1"	-	Legal Description of the Premises

B. Landlord will deliver the Premises to Tenant no later than the Possession Date (the "Delivery Date").

ARTICLE 3
RENT

A. The Base Rent and all other payments due by Tenant pursuant to this Lease (the "Additional Rent") (Base Rent and Additional Rent are sometimes collectively referred to herein as "Rent") shall begin to accrue on the Commencement Date.

B. Tenant does hereby covenant and agree to pay to Landlord Four Hundred Dollars ($400) per month for a total of Four-eight Hundred Dollars ($4,800) annually, for the use and occupancy of the Premises (the "Base Rent"). Base Rent shall be payable on the 1st of each month. Base Rent shall be paid in U.S. Dollars, in advance, without notice or invoice from Landlord, without setoff or deduction, except as specifically set forth herein, on the first day of each and every quarter during the Term hereof, commencing upon the date on which Base Rent is determined to commence under the provisions of Article 3 hereof and ending upon the first day of the last quarter of the Term. In the event such Base Rent shall be determined under the provisions of Article 3 hereof to commence on a day other than the first (1st) day of a quarter, then the Base Rent for the period from the Commencement Date until the first day of the quarter next following shall be prorated accordingly. All payments of Rent provided for in this Lease shall be mailed to:

Director
City of Alexandria, Department of Recreation, Parks and Cultural Activities
1108 Jefferson Street
Alexandria, VA 22314

or to such other address as Landlord may designate in writing to Tenant, provided that Landlord will give Tenant at least ten (10) days' prior written notice of any change of the address to which Rent payments are to be sent.

C. Tenant shall pay Operating Expenses equal to their pro rata square footage (100%) as Additional Rent. "Operating Expenses" shall mean all expenses, costs and amounts of every kind and nature which Landlord pays or incurs during any year because of or in connection with the ownership, management, maintenance, security, repair, replacement, restoration or operation of the Premises, or any portion thereof. Without limiting the generality of the foregoing, Operating Expenses shall specifically include any and all of the following: (i) the cost of supplying all utilities, trash removal, snow abatement, the cost of operating, repairing, maintaining, and renovating the utility, telephone, mechanical, sanitary, and the cost of maintenance and service contracts in connection therewith; (ii) the cost of licenses, certificates, permits and inspections; Notwithstanding the foregoing, for purposes of this Lease, Operating Expenses shall not, however, include:

(a) costs, including legal fees, space planners' fees, advertising and promotional expenses (except as otherwise set forth above), and brokerage fees incurred in connection with the original construction or development, or original or future leasing of the Premises, and costs, including permit, license and inspection costs, incurred with respect to the installation of tenant improvements made for new tenants initially occupying space in the Premises after the Lease Commencement Date or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for tenants or other occupants of the Premises;

(b) except as set forth in items above, depreciation, interest and principal payments on mortgages and other debt costs, if any, penalties and interest, costs of capital repairs and alterations, and costs of capital improvements and equipment;

(c) costs for which the Landlord is reimbursed by any tenant or occupant of the Premises or by insurance by its carrier or any tenant's carrier or by anyone else, and electric power costs for which any tenant directly contracts with the local public service company;

(d) any bad debt loss, rent loss, or reserves for bad debts or rent loss;

(e) costs associated with the operation of the business of the partnership or entity which constitutes the Landlord, as the same are distinguished from the costs of operation of the Premises (which shall specifically include, but not be limited to, accounting costs associated with the operation of the Premises). Costs associated with the operation of the business of the partnership or entity which constitutes the Landlord include costs of partnership accounting and legal matters, costs of defending any lawsuits with any mortgagee (except as the actions of the Tenant may be in issue), costs of selling, syndicating, financing, mortgaging or hypothecating any of the Landlord's interest in the Premises, and costs incurred in connection with any disputes between Landlord and its employees, between Landlord and Premises management, or between Landlord and other tenants or occupants;

(f) the wages and benefits of any employee who does not devote substantially all of his or her employed time to the Premises unless such wages and benefits are prorated to reflect time spent on operating and managing the Premises vis-a-vis time spent on matters unrelated to operating and managing the Premises; provided, that in no event shall Operating Expenses for purposes of this Lease include wages and/or benefits attributable to personnel above the level of Premises manager;

(g) any costs expressly excluded from Operating Expenses elsewhere in this Lease;

(h) costs arising from property damage resulting from the gross negligence or willful misconduct of Landlord or its agents, employees, vendors, contractors, or providers of materials or services;

(i) costs incurred to comply with laws relating to the removal of hazardous material (as defined under applicable law) which was in existence in the Building or on the Premises prior to the Lease Commencement Date, and was of such a nature that a federal, State or municipal governmental authority, if it had then had knowledge of the presence of such hazardous material, in the state, and under the conditions that it then existed in the Building or on the Premises, would have then required the removal of such hazardous material or other remedial or containment action with respect thereto; and costs incurred to remove, remedy, contain, or treat hazardous material, which hazardous material is brought into the Building or onto the Premises after the date hereof by Landlord or any other tenant of the Premises and is of such a nature, at that time, that a federal, State or municipal governmental authority, if it had then had knowledge of the presence of such hazardous material, in the state, and under the conditions, that it then exists in the

Building or on the Premises, would have then required the removal of such hazardous material or other remedial or containment action with respect thereto;

(j) costs incurred by Landlord for the repair of damage to the Building to the extent that Landlord is reimbursed by insurance or condemnation proceeds or by tenants, warrantors or other third persons;

(k) costs of Landlord's general corporate overhead; all items and services for which Tenant or any other tenant in the Building reimburses Landlord (other than through operating expense pass-through provisions);

(l) utilities for which any tenant directly contracts with the local public service company;

(n) costs arising from Landlord's charitable or political contributions;

(o) costs incurred in connection with upgrading the common areas of the Building to comply with handicap (including ADA), life, fire and safety codes as such codes are interpreted to apply to the Premises by the responsible public officials;

(p) tax penalties incurred as a result of Landlord's negligence, inability or unwillingness to make payments and/or to file any income tax or informational returns when due;

(q) costs associated with roof repairs or replacements;

(r) costs of signs in or on the Building (other than building directory signs) identifying the owner of the Building or other tenants' signs; and

(s) except as expressly provided to the contrary in this Lease, any other expense that, under generally accepted building operation, consistently applied, would not be considered a normal maintenance or operating expense.

D. In case of severe weather, rental commitments may be cancelled due to weather conditions.

E. Tenant shall pay a late charge of $100 for any rental payment not made within ten (10) days of the due date of Rent. Payment of a late charge shall not cure any such default.

ARTICLE 4
SECURITY DEPOSIT

Concurrent with Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit (the "Security Deposit") in the amount of Nine Hundred Dollars ($900), as security for the faithful performance by Tenant of all of its obligations under this Lease. If Tenant is in default beyond any applicable cure periods with respect to any provisions of this Lease, Landlord may, without notice to Tenant, but shall not be required to, apply all or any part of the Security Deposit for the payment of any Rent or any other sum in default and Tenant shall, upon demand therefor, restore the Security Deposit to its original amount. Any unapplied portion of the Security Deposit shall be returned to Tenant within thirty (30) days following the expiration of the Term.

ARTICLE 5
CONDITION OF PREMISES

The Premises are delivered to Tenant “as is.”

ARTICLE 6
REPAIRS AND MAINTENANCE

A. During the Term of this Lease, Tenant shall be responsible for all maintenance expenses at the Property. Ongoing maintenance of, as well as any damage to, the roof caused by Tenant and/or its agents shall be the responsibility of the Tenant. During the term of this lease Tenant shall have the right to report to Landlord any latent defects which are in need of repair based upon the obligation of Landlord to maintain and repair the roof and the Premises' structural and foundational elements.

B. Tenant shall maintain all HVAC systems serving the Premises. Tenant shall adhere to a semiannual preventative maintenance plan with respect to the HVAC systems, and shall submit such plans and specifications to Landlord for Landlord's written approval.

C. Tenant shall not make any alterations, additions, improvements, repairs in or on the Premises, without Landlord's prior written consent. Such consent shall not be unreasonably withheld.

D. In the event Tenant desires to make any alterations, additions or improvements to the Premises, Tenant shall submit plans and specifications, to include proposed vendors and contractors, to Landlord for Landlord's written approval. Tenant, in making any alterations, additions or improvements, shall comply with all applicable laws, orders, and regulations of federal, state and city authorities, and with any directive by any public officer pursuant to law, and with all regulations of any board of fire underwriters having jurisdiction over the Premises. Tenant shall obtain or cause to be obtained all building permits, licenses, temporary and permanent certificates of occupancy, written permissions and other governmental approvals which may be required in connection with the making of any alterations, additions or improvements as contemplated by this Article. Tenant shall promptly pay all costs and expenses in connection with the making of any alterations, additions or improvements. Tenant shall indemnify and hold Landlord harmless from and against any claims arising out of such work. All work performed by Tenant shall be done in a good and workmanlike manner.

E. Inspections and Compliance: Tenant shall, at its sole cost and expense, be responsible for all inspections, testing, certifications, servicing, and preventive maintenance required by applicable laws, codes, regulations, manufacturer requirements, and authorities having jurisdiction for all building systems serving the Premises, including, but not limited to, backflow preventers, domestic water systems (including hot water systems and water quality management), elevators, fire alarm systems, sprinkler/standpipe systems, fire pumps, fire extinguishers, emergency and exit lighting, boilers and pressure vessels, generators (if applicable), and kitchen hood suppression systems (if applicable).

Tenant shall maintain all systems in good working order consistent with industry standards and shall promptly address any deficiencies identified through such inspections, testing, or servicing. Landlord's responsibility shall be limited to replacement of major building systems at the end of their useful life and shall not include maintenance, repair, inspection, testing, or compliance activities.

As a condition to any replacement, Tenant shall provide maintenance, service, testing, and inspection records demonstrating that the system has been properly maintained. Landlord shall not be responsible for replacement to the extent such need arises from Tenant's failure to properly maintain such system.

F. For purposes of this Article, "major building systems" include HVAC, electrical distribution, generators, elevators, plumbing infrastructure, and fire/life safety systems.

G. Throughout the performance of any work by Tenant in or on the Premises, it agrees, as its sole cost and expense, to carry or cause to be carried workmen's compensation insurance in

statutory limits and general liability insurance and property damage insurance as provided in this Lease.

H. Tenant will not create or permit to be created or remain, and will discharge any lien, encumbrance, security interest or charge (levied on account of any imposition of any mechanics', laborers' or materialmen's lien which might be or become a lien, encumbrance, or charge upon the Premises or any part thereof of the income therefrom) arising from Tenant's alterations, additions or improvements in or upon the Premises.

ARTICLE 7
ENVIRONMENTAL INDEMNIFICATION

A. For purposes of this Lease, the term "Hazardous Material" shall mean any substance, material or waste as to which liability or controls may be imposed under Environmental Laws. The term "Environmental Laws" shall mean all federal, state, local and foreign statutes, regulations, ordinances and other provisions having the force or effect of law, all common law and all other legal requirements concerning public health or safety, worker health and safety, pollution or protection of the environment.

B. Landlord has furnished to Tenant copies of all environmental reports, audits, assessments and other material environmental documentation relating to the Premises which are in its possession or under its reasonable control.

C. Tenant shall, at all times, indemnify, defend, and hold harmless Landlord from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever (including without limitation, court costs and attorneys' fees) (collectively "Losses") arising out of or resulting from (i) any spills, releases, disposal or discharges of, contamination by, or exposure to, Hazardous Materials at, onto, beneath, from or affecting the Premises ("Hazardous Material Releases") to the extent first caused by the operation or use of the Premises by Tenant or its employees or its agents or contractors during the Term; (ii) the presence of Hazardous Materials that Tenant brings or allows to be brought onto the Premises during the Term; or (iii) the failure by Tenant to comply with applicable Environmental Laws.

D. Landlord shall indemnify, defend, and hold harmless Tenant from and against any and all Losses arising out of or resulting from (i) any Hazardous Material Releases, whenever caused, arising or occurring, except to the extent caused by the operation or use of the Premises by Tenant or its employees or agents during the Term; (ii) the presence of Hazardous Materials at, on, or under the Premises on or prior to the Commencement Date or brought onto the Premises following the expiration or termination of this Lease; (iii) failure by Landlord to comply with applicable Environmental Laws; and (iv) failure of any other person or entity prior to the Commencement Date or following the expiration or termination of this Lease to comply with Environmental Laws to the extent permitted by law. In the event of any governmental or court order or ongoing investigation or cleanup concerning Hazardous Materials on the Premises prior to the Commencement Date (not caused or exacerbated by the action of Tenant or Tenant's agents, contractors, or employees) that precludes Tenant from reasonable operation of its business on the Premises, Tenant may cease operating and Rent and all other charges shall be abated until such time as Tenant may resume reasonable operation of its business on the Premises.

E. The foregoing indemnities shall survive the early termination or expiration of this Lease. Each party shall promptly notify the other upon becoming aware of (i) any claims or demands, or any enforcement, cleanup or other regulatory or judicial action, threatened, made, or

initiated with respect to the Premises pursuant to Environmental Laws, including without limitation those relating to the presence or release of any Hazardous Material on the Premises or the migration thereof from or to any other property; and (ii) the imposition of any lien arising under Environmental Laws on the Premises.

ARTICLE 8
TENANT BUILDOUT

A. Except as expressly permitted by this Article 8, Tenant shall make no changes, additions, improvements, substitutions or decorations in or to the Premises of any nature without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall obtain all required building permits, licenses and other governmental approvals as may be required in connection with same, and shall cause all alterations or changes to be performed in a good and workmanlike manner. Landlord shall retain the right for final consent for Tenant to make alterations, and such consent shall be given only upon Landlord's review and approval of Tenant's final plans. Tenant shall not make any alterations to the Premises unless such alterations are required to be made pursuant to the provisions of this Lease, in which event the alterations will be made in accordance with the requirements of Articles 6 and 9.

B. Any and all warranties for work, equipment and/or improvements done by Tenant shall be in the name of Landlord.

ARTICLE 9
FIXTURES AND PERSONAL PROPERTY

A. Any trade fixtures, furniture, supplies, business equipment, inventory, trademarked items, signs, and other removable personal property installed in or on the Premises by Tenant at its expense or owned by Tenant at or after the Commencement Date ("Tenant's Property") shall remain the property of the Tenant. Landlord agrees that Tenant shall have the right, at any time or from time to time during the Term, to remove any and all of Tenant's Property or add additional items of Tenant's Property. Tenant at its expense shall repair any damage occasioned by the installation or removal of Tenant's Property.

B. Tenant shall at the expiration of the Lease Term, including any renewal thereof, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and deliver the building in broom-clean, as-is condition.

ARTICLE 10
LIENS

Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance or charge upon the Premises arising out of any work or claim of any contractor, mechanic, laborer or supplier of material to Tenant. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work in the Premises shall be filed against the Premises, Tenant shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit or bond and shall furnish evidence of such discharge to Landlord.

ARTICLE 11
LAWS AND ORDINANCES

Tenant agrees to comply with all laws, ordinances, orders, and regulations regarding the use and occupancy of the Premises. Tenant agrees to comply with all regulations and requirements of any insurance underwriter, inspection bureau or similar agency with respect to improvements to the Premises installed by Tenant. Tenant also agrees to permit Landlord to comply with such recommendations and requirements with respect to that portion of the Premises which Landlord is responsible to repair and maintain as set forth in Article 7 of this Lease.

ARTICLE 12
UTILITIES

A. Landlord at its expense agrees to cause the necessary mains, conduits and other facilities to be provided to make water, sewer, gas, phone and electricity available to the Premises and to make available to Tenant water, sewer, gas, phone and electrical services prior to the Commencement Date. Landlord shall use its best efforts to cause all utilities provided to the Premises to be separately metered. Tenant shall be solely responsible for and promptly pay all charges for the use and consumption of sewer, gas, electricity, water, phone and all other utility services used within the Premises during the Term. Landlord shall not be liable to Tenant for damages or otherwise if the utilities or services are interrupted or terminated because of necessary repairs, installations, or improvements, or any cause beyond the Landlord's reasonable control, nor shall any such interruption or termination relieve Tenant of the performance of any of its obligations hereunder, there shall be an abatement of all Rent hereunder during such time period. If such interruption shall continue for a period of more than seven (7) days, Tenant may terminate the Lease upon written notice to Landlord.

B. Tenant shall keep the Premises reasonably cleaned and swept, drained, free of snow, ice, standing water, rubbish and other obstructions. Landlord shall be responsible for snow and ice removal on all public walkways and as a scheduled priority in accordance with the City Snow Plan.

ARTICLE 13
DAMAGE TO PREMISES

A. If the Premises are damaged by fire or other casualty, this Lease and all obligations hereunder, may immediately terminate at will of Tenant

B. All insurance proceeds except those proceeds which Tenant can prove are to be rightfully paid to Tenant under any insurance policy and or agreement with the Landlord, and necessary for the proper rehabilitation of the facility for program use, shall be paid to and become the sole property of the Landlord.

ARTICLE 14
INSURANCE

A. Landlord agrees to carry, at Landlord's sole cost and expense, during the Term hereof all risk property insurance (hereinafter, "Landlord's Property Insurance") covering fire and extended coverage, vandalism and malicious mischief, rent insurance, sprinkler leakage and all other perils of direct physical loss or damage, and other coverages customary for similar buildings in the vicinity, insuring the Premises and the improvements and betterments located in the Premises and all appurtenances thereto (excluding Tenant's Property) for the full replacement

value thereof.

B. Tenant agrees to carry Commercial General Liability insurance on the Premises during the Term covering both Tenant and Landlord as their interest may appear, with companies reasonably satisfactory to Landlord, with an AM Best rating of A- or better, and giving Landlord and Tenant a minimum of ten (10) days' written notice by the insurance company prior to cancellation, termination or change in such insurance in which the Tenant will notify Landlord of same. Such insurance shall be for limits of not less than One Million Dollars ($1,000,000.00) combined Bodily Injury and Property Damage Liability per occurrence and General Aggregate, including Products-Completed Operations Aggregate, Personal & Advertising Injury, and Fire Damage, with limits of Five Hundred Thousand Dollars ($50,000.00). Tenant also agrees to carry during the Term hereof all risk property insurance covering fire and extended coverage, vandalism and malicious mischief, sprinkler leakage and all other perils of direct physical loss or damage, and business interruption insurance, insuring the Premises and the improvements and betterments located in the Premises and all appurtenances thereto (the "Tenant's Property") for the full replacement value thereof. Landlord agrees that Tenant may satisfy its insurance obligations in this Article by a blanket insurance policy maintained by Tenant or its parent covering the Premises and other properties. Landlord agrees that it shall not have any right, title or interest in and to Tenant's insurance covering Tenant's Property located on or within the Premises or any proceeds therefrom.

C. The policies maintained by Tenant pursuant to this Article 15 shall (a) be on an occurrence basis, (b) provide primary coverage and not call upon any other insurance procured by other parties for defense, payment or contribution, and (c) contain endorsements requiring a minimum of ten (10) days' advance written notice to named insureds of any cancellation or reduction in coverage and Tenant to notice Landlord. Any such policy may be a so-called blanket policy covering additional locations, provided that such coverage is not diminished or limited by virtue of such coverage being provided by a blanket policy as opposed to an individual policy. On the Commencement Date, and at least fifteen (15) days prior to the expiration of any existing policy, Tenant will provide the Landlord with certificates of required insurance, and evidence of property insurance on standard industry Acord Forms. All property insurance policies with respect to the Premises carried by Tenant shall name Landlord and a lender designated by Landlord as loss payees as their interest may appear, and in the case of liability policies, as additional insureds.

D. Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. This waiver shall not be required if the insurance carrier charges an additional premium in order to provide such waiver and the party benefitting from the waiver does not agree to pay the additional premium after notice of such charge.

ARTICLE 15
INDEMNIFICATION

A. Except as otherwise provided in Article 8, Tenant hereby indemnifies and holds Landlord harmless from and against any and all claims, demands, liabilities and expenses, including attorneys' fees, arising from Tenant's use of the Premises or from performance of or failure to perform its obligations under this Lease, or from any act, or any omission to act, in or about the Premises by Tenant or its agents, employees or contractors, except to the extent caused

by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

B. Except as otherwise provided in Article 8, Landlord hereby indemnifies and holds Tenant harmless from and against any and all claims, demands, liabilities and expenses, including attorneys' fees, arising from Landlord's performance of or failure to perform its obligations under this Lease or any actions or from acts, or any omission to act, in or about the Premises by Landlord or its agents, employees, contractors or invitees to the extent permitted by law, except to the extent caused by Tenant's negligence or willful misconduct. In the event any action or proceeding shall be brought against Tenant by reason of any such claim, Landlord shall defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant.

ARTICLE 16
ASSIGNMENT, SUBLETTING AND OWNERSHIP

Tenant shall not assign this Lease or sublet the Premises or any part thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned.

ARTICLE 17
ACCESS TO PREMISES

A. Tenant shall have access to the Premises twenty-four (24) hours a day, three hundred sixty five (365) days a year.

B. If not an emergency and with reasonable notice to Tenant, the Landlord and its agents shall be entitled to enter the Premises at any reasonable time: (a) to inspect the Premises; (b) The Alexandria Police Department shall have access at all times to the Property, including but not limited to access to the roof hatch: (c) to show the Premises to any existing or prospective purchaser, tenant or mortgagee thereof, (d)to make any alteration, improvement or repair to the Building or the Premises, or (e)for any other purpose relating to the operation or maintenance of the Property; provided, that the Landlord shall (a) (unless doing so is impractical or unreasonable because of an emergency) give the Tenant at least 24 hours prior notice of its intention to enter the Premises, and (b) use reasonable efforts to avoid thereby interfering more than is reasonably necessary with the Tenant’s use and enjoyment thereof.

C. Three times per year the Landlord will have access and use of the building for the purpose of hosting community events.

ARTICLE 18
DEFAULTS BY TENANT

A. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(i) Any failure by Tenant to pay Rent or make any other payment required to be made by Tenant hereunder within ten (10) days after receipt of written notice from the Landlord; or

(ii) A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by the Tenant where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant, except that this thirty (30) day period shall be

extended for a reasonable period of time if the alleged default is not reasonably capable of cure within said thirty (30) day period and Tenant proceeds to diligently cure the default.

B. In the event of any such default or breach by Tenant, then Landlord shall be entitled to:

(iii) Terminate this Lease by giving written notice of termination to Tenant, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to so surrender the Premises, then Landlord may, without prejudice to any other remedy it has for possession of the Premises or arrearages in Rent or other damages, re-enter and take possession of the Premises and expel or remove Tenant and any other person occupying the Premises or any part thereof, in accordance with applicable law. Upon any such termination, Landlord shall be entitled to recover an amount equal to the difference between the aggregate rent reserved hereunder for the then-unexpired term of this Lease and the then aggregate rental value of the Premises for the balance of the terminated Term, provided, however, that if any statute governing the proceeding in which such damages are to be proved specifies the amount of such claim, Lessor shall be entitled to prove as and for damages for the breach an amount equal to that allowed under such statute.

(iv) Terminate Tenant's right to possession without terminating the Lease, in which event Landlord shall have the right to re-enter the Premises and re-let the Premises and, if Tenant fails to surrender and deliver the Premises, then Landlord shall have the right to dispossess Tenant and any occupants thereof by summary proceedings upon ten (10) days' prior notice, and without prejudice to any other remedy which Landlord may have. No re-entry by Landlord shall be deemed a surrender of this Lease. Notwithstanding any such reletting or re-entry or taking possession, Landlord may at any time thereafter elect to terminate this Lease. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided in this Lease or by law, nor shall pursuit of any remedy constitute a forfeiture or waiver of any Rent due to Landlord under the Lease or of any damages accruing to Landlord by reason of the violation of any of the terms provisions and covenants contained in this Lease. No waiver by Landlord of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants contained in this Lease and forbearance by Landlord to enforce one or more of the remedies provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any other violation or default. In the event of re-letting the Premises or termination of this Lease, in either case as a result of a default or breach, Tenant shall be liable to Landlord for all expenses Landlord incurs including reasonable legal fees related to enforcing this Lease and making any new lease, brokerage commissions in obtaining another tenant, and reasonable expenses incurred in putting the Premises in good order and preparing the Premises for re-rental, including any tenant improvement allowance and free rent. Any re-letting may be for a term shorter or longer than the balance of the Term of this Lease.

(v) Exercise any other right or remedy available to Landlord whether at law and/or in equity, it being understood that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other rights, remedies and benefits available to Landlord whether at law, equity or otherwise.

C. No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention is given to Tenant. In connection with any entry by Landlord pursuant to this Section 19, Landlord may, without prejudice to any other remedy which it may have, enter upon and take possession of the Premises by picking or changing locks, in necessary and lock out, expel or remove Tenant and any

other person who may be occupying all or any part of the Premises without being liable for prosecution of any claim for damages.

D. In the event of any default by Tenant under this Lease, Landlord shall in each case use commercially reasonable efforts to mitigate its damages.

E. In addition to other damages and reimbursements set forth in this Lease upon a default or breach, Landlord shall be entitled to reimbursement for out-of-pocket expenses and the difference, if any, between the fair rental value of the Premises for the remainder of the Term, excluding any unexercised Renewal Term, and the Rent reserved in this Lease.

ARTICLE 19
DEFAULTS BY LANDLORD

If Landlord should be in default in the performance of any of its obligations under this Lease, which default continues for a period of more than thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default is of a nature to require more than thirty (30) days for remedy and continues beyond the time reasonably necessary to cure (and Landlord has not undertaken procedures to cure the default within such thirty (30) day period and diligently pursued such efforts to complete such cure), Tenant may, in addition to any other remedy available at law or in equity, at its option, upon written notice incur any reasonable expense necessary to perform the obligation of Landlord specified in such notice and deduct such expense from the Rent or other charges next becoming due.

ARTICLE 20
SURRENDER OF PREMISES

A. Upon the expiration of the Term granted herein, or any earlier termination of this Lease for any cause, Tenant shall surrender to Landlord the Premises and all alterations, improvements and other additions which may be made or installed by either party to, in, upon or about the Premises, other than Tenant's Property which shall remain the property of Tenant as provided herein.

B. If the Premises are not surrendered upon the expiration or sooner termination of this Lease, such holding over shall not be deemed to extend the Term or renew this Lease or to have created or be construed as a tenancy and Landlord shall be entitled to evict or dispossess Tenant without the necessity of further notice. However, Tenant shall pay, until such time as Tenant complies with this Section, in monthly installments in advance, on the first day of each and every month of such holding over, one hundred fifty percent (150%) of the monthly installment of Base Rent payable during the last month of the Term, and all Additional Rent due under this Lease. In addition to such monthly Base Rent to be paid by Tenant during such holdover, Tenant hereby indemnifies Landlord against liability resulting from delay by Tenant in not surrendering the Premises as required, including any claims made by any succeeding tenant or prospective tenant founded upon such delay. Tenant's obligations under this Section shall survive the expiration or sooner termination of this Lease.

ARTICLE 21
ATTORNEYS' FEES

Intentionally Omitted.

ARTICLE 22
NOTICES

Notices and demands required or permitted to be sent to those listed hereunder shall be sent by certified mail, return receipt requested, postage prepaid, or by Federal Express or other reputable overnight courier service and shall be deemed to have been sent on the date the same is postmarked if sent by certified mail or the day deposited with Federal Express or such other reputable overnight courier service, but shall not be deemed received until two (2) business days following deposit with Federal Express or other reputable overnight courier service or three (3) business days following deposit in the United States Mail if sent by certified mail. All notices shall be addressed as follows:

TO LANDLORD:

Director, City of Alexandria's Department of Recreation, Parks and Cultural Activities
1108 Jefferson Street
Alexandria, VA 22314

TO TENANT:

4109 Mt. Vernon Avenue
Alexandria, VA 22302
Attn: Executive Director

With a copy to:
City Attorney
123 Pitt Street, Suite 575
Alexandria, VA 22314

or at such other address requested in writing by either party upon thirty (30) days' notice to the other party. Notice may be given by counsel for a party.

ARTICLE 23
REMEDIES

All rights and remedies of Landlord and Tenant herein created or otherwise extending at law are cumulative, and the exercise of one or more rights or remedies may be exercised and enforced concurrently or consecutively and whenever and as often as deemed desirable.

ARTICLE 24
SUCCESSORS AND ASSIGNS

All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns; it being understood and agreed, however, that the provisions of Article 17 are not impaired by this Article 24.

ARTICLE 25
WAIVER

The failure of either Landlord or Tenant to insist upon strict performance by the other of any of the covenants, conditions, and agreements of this Lease shall not be deemed a waiver of any subsequent breach or default in any of the covenants, conditions and agreements of this Lease. No surrender of the Premises by Tenant shall be effected by Landlord's acceptance of keys or by other means whatsoever unless the same is evidenced by Landlord's written acceptance of the surrender.

ARTICLE 26

INTERPRETATION

The parties hereto agree that it is their intention hereby to create only the relationship of Landlord and Tenant. No provision hereof, or act of either party hereunder, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the parties hereto.

ARTICLE 27
COVENANT OF TITLE AND QUIET ENJOYMENT

Landlord covenants that it has full right, power and authority to make and execute this Lease, subject only to matters of record affecting title, Tenant or any permitted assignee or sublessee of Tenant, upon the payment of the Rent and performance of the covenants hereunder, shall and may peaceably and quietly have, hold and enjoy the Premises and improvements thereon during the Term or any renewal or extension thereof.

ARTICLE 28
ESTOPPEL

At any time and from time to time either party, upon request of the other party, will execute, acknowledge and deliver an instrument, stating, if the same be true, that this Lease, a copy of which will be attached to the instrument, is a true and exact copy of the Lease between the parties hereto, that there are no amendments hereof (or stating what amendments there may be), that the Lease is then in full force and effect and that, to the best of its knowledge, there are no offsets, defenses or counterclaims with respect to the payment of Rent reserved hereunder or in the performance of the other terms, covenants and conditions hereof on the part of Tenant or Landlord, as the case may be, to be performed, and that as of such date no default has been declared hereunder by either party or, if facts constituting a default are known, specifying the same. Such instrument will be executed by the other party and delivered to the requesting party within fifteen (15) days of receipt. If the estoppel instrument is not executed and delivered within fifteen (15) days, the statements made in the estoppel request shall be deemed to be correct.

ARTICLE 29
RECORDING

Neither Landlord nor Tenant shall record this Lease.

ARTICLE 30
FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reasons of like nature not the fault of the party delayed in performing work or doing acts (hereinafter, "Permitted Delay" or "Permitted Delays"), such party shall be excused from performance for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay. The maximum period of time which Landlord may delay any act or performance of work due to a Permitted Delay shall be sixty (60) days. This Article 32 shall not apply to payment of Rent.

ARTICLE 31
CONSENT

Wherever in this Lease Landlord or Tenant is required to give its consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed. Except as otherwise provided in this Lease, if no written response to a consent or request for approval is provided within fifteen (15) business days from the receipt of the request, then the consent shall be presumed to have been given.

ARTICLE 32
WAIVER OF LANDLORD'S LIEN

Landlord hereby waives any contractual, statutory or other Landlord's lien on Tenant's Property or on the Tenant's interest created by this Lease.

ARTICLE 33
TITLE

Landlord shall cooperate with Tenant if Tenant desires to obtain a title insurance policy insuring Tenant's leasehold estate. Landlord agrees to execute all affidavits and instruments reasonably necessary for the issuance of the leasehold policy. Tenant shall bear the cost of the leasehold policy.

ARTICLE 34
ZONING, DEED RESTRICTIONS, ETC.

If, within a reasonable amount of time, Tenant is unable to receive the proper certificates of occupancy, non-residential use permits, building permits, sign permits, variances, and other governmental approvals necessary to use the Premises pursuant to Article 1, the Tenant shall have the option to terminate the Lease.

ARTICLE 35
SEVERABILITY

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

ARTICLE 36
GOVERNING LAW AND VENUE

This Lease shall be governed by and construed under the laws of the Commonwealth of Virginia, without reference to its conflicts of laws principles.

ARTICLE 37
TIME OF THE ESSENCE

Time shall be of the essence in interpreting the provisions of this Lease.

ARTICLE 38
SECURITY

With the prior written consent of the Landlord, Tenant will install security measures at the Premises at the Tenant’s sole cost and expense.

ARTICLE 39
ENTIRE AGREEMENT

This Lease contains all of the agreements of the parties hereto with respect to matters covered or mentioned in this Lease and no prior agreement, letters, representations, warranties, promises or understandings pertaining to any such matters shall be effective for any purpose. This Lease may be amended or added to only by an agreement in writing signed by the parties hereto or their respective successors in interest.

ARTICLE 40
PRELIMINARY NEGOTIATIONS

The submission of this lease form by Tenant for examination does not constitute an offer to lease or a reservation of an option to lease. In addition, Landlord and Tenant acknowledge that neither of them shall be bound by the representations, promises or preliminary negotiations with respect to the Premises made by their respective employees or agents. It is their intention that neither party be legally bound in any way until this Lease has been fully executed by both Landlord and Tenant.

ARTICLE 41
SIGNAGE

Tenant shall have the right to display interior and exterior signage which has been previously authorized in writing by the Landlord and complies with all applicable federal, state and local laws and regulations. All tenant signage on the building and within the Premises shall be fabricated, installed, maintained and repaired at Tenant's sole expense. Tenant shall obtain all permits and licenses required by law for the display of its signage. Provided that same comply with applicable codes, statutes, regulations and ordinances and are professionally prepared and installed within the Premises.

ARTICLE 42
TERMINATION OPTION

Tenant shall have an ongoing right to terminate the Lease at any time after the first twelve (12) months of the Term ("Termination Option"). In the event Tenant elects to exercise Termination Option, Tenant shall provide six (6) months' prior written notice of such election to Landlord. Tenant shall reimburse Landlord for any unamortized transaction costs and pay to Landlord a fee equal to three (3) months' Base Rent.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first mentioned, the corporate party or parties by its or their proper officers thereto duly authorized.

TENANT:

CASA CHIRILAGUA

By: _____
Name: _____
Title: _____

State of _____)
) SS:
County of _____)

On this _____ day of _____, 2026, before me, the undersigned Notary Public in and for said County and State, personally appeared _____ _____, _____ of _____, who executed the foregoing instrument on behalf of said corporation for the purposes therein expressed. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

_____
Notary Public
My commission expires: _____

[Signature pages continue]

LANDLORD:

CITY OF ALEXANDRIA

By: _____
Name: _____
Title: _____

Approved as to Form:

_____
Office of the City Attorney

State of _____)
) SS:
County of _____)

On this _____ day of _____, 2026, before me, the undersigned Notary Public in and for said County and State, personally appeared _____ _____, _____ of _____, who executed the foregoing instrument on behalf of said corporation for the purposes therein expressed. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

_____
Notary Public
My commission expires: _____

[End of Signature Pages]

EXHIBIT "A"
Site Plan of Premises

EXHIBIT "A-1"
Legal Description of the Premise