

**SECOND AMENDMENT TO AGREEMENT OF LEASE
BETWEEN THE CITY OF ALEXANDRIA AND CASA CIRILAGUA
DATED APRIL 15, 2016**

THIS SECOND AMENDMENT TO THE LEASE ("Second Amendment") made this ____ day of ___, 2021, by and between the **CITY OF ALEXANDRIA**, a municipal corporation of the Commonwealth of Virginia ("City" or "Landlord") and **CASA CHIRILAGUA** ("Casa Chirilagua" or "Tenant") to the Lease Agreement entered into by Landlord and Tenant (collectively, the "Parties") on April 15, 2016, and amended by the First Amendment to Agreement of Lease on May 12, 2017 (the "Lease").

RECITALS

WHEREAS, Landlord is the owner of the property located at 4109 Mount Vernon Avenue, Alexandria, Virginia as more fully set forth in Exhibit A-1 of the Lease (the "Property");

WHEREAS, Landlord and Tenant entered into a lease for the Property with a five year term commencing on September 1, 2016 and ending on August 31, 2021 and including an option for a five (5) year renewal period;

WHEREAS, the Term of the Lease shall expire on August 31, 2021;

WHEREAS, Tenant desires to exercise the five (5) year renewal option per the terms of the Lease;

WHEREAS, Tenant and Landlord desire to amend certain provisions of the Lease to reflect such renewal and other changes to the Lease;

WHEREAS, due to an inability to separate water usage at the Property between Landlord and Tenant, Landlord has agreed to accept responsibility for the water utility and treatment bill payment, and Tenant has agreed to pay a flat monthly rate for water usage as defined below. This payment for water may increase or decrease annually based on usage. The Parties further agree costs in subsequent contract years shall be adjusted to reflect any increase in the CPI-U for the Metropolitan Washington-Baltimore region as published by United States Bureau of Labor Statistics provided, however in no event shall costs be increased in excess of 3.0% per year, in addition to the amount Tenant is to pay for its water usage at the Property;

NOW THEREFORE, for and in consideration of the premises and the mutual covenants contained herein the Parties agree:

1. Term. Notwithstanding anything to the contrary contained in ARTICLE 1 of the Lease, the Term of the Lease for the Leased Premises is hereby renewed for one additional term of five (5) years commencing September 1, 2021 and ending on August 31, 2026.

2. Effective September 1, 2021, ARTICLE 3 (RENT) and ARTICLE 12 (UTILITIES) shall be amended to read, in part as follows:

ARTICLE 3, Paragraph F is deleted in its entirety.

There shall be a new Paragraph F added to ARTICLE 3 (RENT), that reads in its entirety:

F. (i) Notwithstanding Section B above, commencing September 1, 2022 and recurring each year thereafter, Landlord may increase the rent to reflect any increase in the CPI-U for the Metropolitan Washington-Baltimore region as published by United States Bureau of Labor Statistics provided, however in no event shall rent be increased in excess of 3.0% per year. For the period through August 31, 2022, the rent shall be \$300 per month. Landlord will provide Tenant notice of any change in rent by June 1 of each year, or the first business day after June 1 on years where June 1 falls on a weekend.
(ii) Notwithstanding Section C above, Tenant shall pay a flat fee per month for water usage in lieu of the water usage portion of Operating Expenses. This fee may increase or decrease annually based on the previous year's water usage. For the period through August 31, 2022, this fee shall be \$225 per month. Landlord will provide Tenant notice of any change in the amount of this fee by June 1, 2022 and each year thereafter, or the first business day after June 1 on years where June 1 falls on a weekend.

3. There shall be a responsibilities matrix added to ARTICLE 3 and ARTICLE 12 (UTILITIES) attached hereto as Exhibit E

Exhibit E allocates financial responsibility between Landlord and Tenant for operating expenses and utilities for the Property. Any repair and major replacement outside of the maintenance matrix in Exhibit E of Tenant and Landlord shall be reviewed by Recreation Parks and Cultural Activities Department for further approval and discussion. In accordance with new Article 3 (F)(i) of the Lease, Tenant shall pay rent increases per the CPI-U which shall not exceed a 3% increase per year in addition to the flat rate water usage fee pursuant to Article 3(F)(ii).

4. ARTICLE 7 Section D is deleted in its entirety.
5. ARTICLE 15 Section B is deleted in its entirety.
6. The remaining terms and conditions of the Lease, not amended by this Second Amendment shall remain in full force and effect.
7. This Second Amendment shall be effective upon the date when it is last executed by a party hereto ("Effective Date"). This Second Amendment may be executed simultaneously in two counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Signatures on next page

IN WITNESS WHEREOF, the Parties hereto have signed and executed this Second Amendment by their respective authorized signatories, effective as of the date when it has been last executed by a party.

Landlord: **The City of Alexandria**, a municipal corporation of the Commonwealth of Virginia

By: _____

Printed Name:

Title: _____

Date:

Tenant: **Casa Chirilagua**

By: _____

Printed Name:

Title: _____

Date:

EXHIBIT E

CASA CHIIRILAGUA SUMMARY OF MAINTENANCE RESPONSIBILITIES			
RESPONSIBILITIES	CASA	COA	EXPLANATION DETAILS REGARDING MAJOR REPAIRS VS PREVENTATIVE MAINTENANCE
Telephone	x		Per the lease Article 12
Utilities	x	x	Per the lease Article 12
Snow and Ice Removal		x	Per the lease Article 12
Structural Supports		x	Foundation Columns Beams COA
Sanitary		x	CASA responsible for repairs in building, COA responsible repairs outside of the building
Windows	x		Per the lease Article 6
Interior Maintenance	x	Approval	Custodial, walls, ceiling, light bulb replacement, floors, doors, signage
Interior Painting	x	Approval	Per the lease Article 6
Repairing and replacing tiles and finishes	x	Approval	Per the lease Article 6
Plumbing	x	Approval	CASA responsible for repairs in building, COA responsible repairs outside of the building
Electric and Gas	x		CASA responsible for repairs in building, COA responsible repairs outside of the building
Trash/Extermination	x		Per the lease Article 12
Exterior maintenance		x	CASA responsible for repairs in building, COA responsible repairs outside of the building
Roof		x	Per the lease landlord responsible
Exterior Insulation Fenestration System		x	CASA responsible maintenance repairs, COA responsible for replacement
Parking Lot		x	Striping, repaving, pot holes, and repairs COA
Doors	x	x	Roll Up Door and Roll up Screen COA and CASA shared responsibility
HVAC	x		Preventative Maintenance and repairs for upkeep CASA