



## ARLINGTON COUNTY, VIRGINIA

### County Board Agenda Item Meeting of October 24, 2009

**DATE:** October 13, 2009

**SUBJECT:** Approval of a Deed of Lease between Arlington Heights Properties, L.P., as Landlord, and the County Board of Arlington County, Virginia, as Tenant, for 2,010 Square Feet of Space in a Portion of a Building Located at 2300 9th Street South, Arlington, Virginia (RPC #25017044); and Approval of a License Agreement between First Transit, Inc., as Licensee, and The County Board of Arlington County, Virginia, as Licensor, for the use of Such Space.

#### C. M. RECOMMENDATIONS:

1. Approve the attached Deed of Lease between Arlington Heights Properties, L.P. and the County Board, for 2,010 Square Feet of Space in a Portion of a Building Located at 2300 9th Street South, Arlington, Virginia (RPC #25017044); and
2. Approve the attached License Agreement between First Transit, Inc. and the County Board, for the use of 2,010 Square Feet of Office Space Located at 2300 9th Street South, Arlington, Virginia (RPC #25017044); and
3. Authorize the Real Estate Bureau Chief to execute, on behalf of the County Board, the Lease, the License, and all related documents, including, without limitation, all documents, present or future, concerning subordination, non-disturbance, attornment, and estoppels, all subject to approval as to form by the County Attorney.

**ISSUES:** This is the approval of a new lease for office space for the DES-Transportation Division's STAR Program, and the approval of a license agreement permitting the County contractor to use the office space to operate the STAR Program; no issues have been identified with this request.

**SUMMARY:** This is a request for the approval by the County Board of Arlington County, Virginia (the "County" or the "County Board") of, and authorization for the Real Estate Bureau Chief to execute on behalf of the County Board, the following: 1) a Deed of Lease (the "Lease"), attached hereto as Attachment A, between the County, as tenant, and Arlington Heights Properties, L.P., as landlord (the "Landlord"), for 2,010 square feet of office space located at 2300 9th Street South, Suite M-3, Arlington, Virginia (the "Premises"); and 2) a License Agreement (the "License"), attached hereto as Attachment B, between the County, as licensor,

County Manager: RCM/A

County Attorney: BW/LSM

Staff: Michael Halewski, Real Estate Bureau, DES

and First Transit, Inc., as licensee (the “Contractor”) that allows the Contractor to continue to use the Premises to operate the DES-Transportation Division’s STAR Program office and call center.

**BACKGROUND:** The County’s Department of Environmental Services, Transportation Division oversees the County’s paratransit service, the Specialized Transit for Arlington Residents, known as the “STAR Program”. The County entered into a contract, dated June 29, 2006 (the “Contract”), with the Contractor for the operation of the STAR Program. The Contract, among other things, requires the County to provide the Contractor with office space to operate the STAR Program call center. The County met its contract requirement to provide the Contractor with office space when the County, as tenant, entered into a lease, dated October 15, 2004 (the “Previous Lease”), with the Landlord, for the Premises. The Contractor has occupied the Premises as the operating office and call center for the STAR Program since the beginning of the term of the Previous Lease. The term of the Previous Lease expired on October 31, 2007. Since that time, the County has occupied the Premises on a month-to-month basis. The County desires the security provided by a lease for longer than the existing one month lease term for the Premises, as well as a written license agreement permitting the Contractor to continue to use the Premises.

**DISCUSSION:** The Premises is located in the building located at 2300 9th Street South, Arlington, Virginia. The building fronts on south side of 9th Street South, one block north of Columbia Pike, between South Adams Street and South Wayne Street, as more particularly shown on the vicinity map attached hereto as Attachment C. The building is located within the Penrose Civic Association.

The rental rate for the Lease is very competitive. County staff obtained market reports and engaged in discussions with owners of other comparable building with available office space of like size and quality. The rent for the Lease is the lowest available in the market for comparable office space. The next-lowest rent was \$1.00 more per square foot per year. The landlord in the other space also would have required additional rent payable in future years for the increase in operating expenses and real estate taxes above the base lease year.

The attached Lease has been structured to: 1) provide a commercially viable agreement; 2) protect the County’s rights and needs as a local government; 3) be consistent with the office uses permitted by the Lease; and 4) enable the County and the Contractor to use and occupy the Premises. Some of the pertinent provisions of the Lease are as follows:

- The County will lease the Premises, for an initial term of five (5) years (the “Initial Term”).
- The County has an option to extend the term of this Lease for an additional five (5) year term (the “Extension Term”) under the same terms and conditions that are applicable during the Initial Term.
- The Lease will commence on November 1, 2009.

- Base rental rate during the first year of the Lease will be approximately \$25.56 per square foot per annum, totaling \$51,384.00 for the first lease year, payable in equal monthly installments of \$4,282.00.
- The base rental rate includes all operating expenses.
- The base rental rate will escalate by 3% per annum beginning on the second lease year.
- The County will be responsible for paying additional rent equal to the County's pro rata share (3.35%) of the real estate taxes. This payment of additional rent shall be \$290.02 per month beginning on the first month of the lease.
- The Landlord permits the County to make certain alterations to the common areas restrooms on the mezzanine floor of the building in order to make the restroom more accessible. The Landlord is contributing up to \$50,250.00 toward the cost of such alterations (the "Tenant Improvement Allowance"). The County will be solely responsible for the cost of improvements exceeding the Tenant Improvement Allowance. It is estimated that the total cost of improvements will be approximately \$100,000. The DES-Transportation Division has a funded account for the payment of the costs of the alterations in excess of the Tenant Improvement Allowance.
- The Landlord will ensure that the Building complies with all applicable laws and regulations, including the Americans with Disabilities Act, as amended. The County will ensure that the Premises complies with all applicable laws and regulations, including the Americans with Disabilities Act, as amended.
- The County's use of the Premises is limited to general office uses, including commuter services offices and a call center.
- Landlord and the County are required to maintain the commercially reasonable levels of insurance, as described in the Lease.
- The County has the right to assign, sublet, or license the Premises, subject to the prior written consent of the Landlord. The Landlord specifically approves the License between the County and the Contractor allowing the Contractor to use the Premises.
- The Lease specifically provides that the County does not waive its rights as a local government.

The attached License has also been structured to: 1) provide a commercially viable agreement; 2) protect the County's rights and needs as a local government; 3) be consistent with the office uses permitted by the Lease; and 4) enable the Contractor to use and occupy the Premises. Some of the pertinent provisions of the License are as follows:

- The term of the License begins when the License is executed on behalf of the County, and is co-terminus with the Contract, which ends on June 30, 2011.

- The County can extend the term of this License for additional one (1) year terms (the “Extension Term”) under the same terms and conditions that are applicable during the Initial Term, if the County received written notice from the Contractor that the Contract has been extended pursuant to the terms thereof.
- Either the Contractor or the County can terminate the License by providing at least ninety (90) days prior written notice to the other party. In addition, the License will automatically terminate upon the expiration or early termination of either the Lease or the Contract.
- The License is being granted for nominal consideration because the Contract requires the County to provide the Contractor with office space.
- The Contractor must comply with all conditions of the Lease and the Contract.
- The Contractor’s use of the Premises is limited to general office uses, including a commuter services offices and a call center.
- The Contractor and the County are required to maintain the commercially reasonable levels of insurance, as described in the Lease.
- The Contractor has no right to assign, sublet, or license the Premises.
- The License specifically provides that the County does not waive its rights as a local government.

**FISCAL IMPACT:** Base rent for the first lease year (November 1, 2009 – October 31, 2010) is \$51,384.00, payable in equal monthly installments of \$4,282.00. The County will also be responsible for a total of approximately \$3,480.24 in real estate taxes, payable in equal monthly installments of \$290.02. To the extent that the County performs any of the permitted alterations, the County will also be responsible for the cost of the alterations that exceed \$50,250.00. The base rent and additional will be payable out of the following account: 101.436183.41102.0000.0000.0000. The base rent and additional rent amounts are included in the FY 2010 budget. The cost of any alterations will be payable out of the following account: 101.437100.41102.0000.0000.0000. The alteration amount has been requested as part of the FY 2009 budget closeout.

**ATTACHMENT A**

**DEED OF LEASE**

**THIS DEED OF LEASE** ("Lease") is made and entered into this \_\_\_\_ ( ) day of \_\_\_\_\_, 2009, by and between **ARLINGTON HEIGHTS PROPERTIES, L. P.**, a Virginia Limited Partnership ("Landlord"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body politic ("Tenant").

**WITNESSETH:**

In consideration of the terms and conditions hereinafter set forth and the rent hereinafter specifically reserved, Landlord hereby leases to Tenant and Tenant hereby takes from Landlord the hereinafter described Premises, and Landlord and Tenant mutually agree as follows:

1. **PREMISES**. The leased premises (the "Premises") consists of approximately 2,010 square feet of office space on the Mezzanine floor, described as Suite M-3 and shown on the floor plan attached hereto as Exhibit A, of the building located at 2300 Ninth Street, South, Arlington, Virginia (the "Building").

2. **INITIAL TERM**. The initial term of this Lease (the "Initial Term") shall be five (5) years, commencing at 12:01 A.M on the first (1<sup>st</sup>) day of November, 2009 ("Commencement Date"), and expiring at 11:59 P.M. on the thirty-first (31<sup>th</sup>) day of October, 2014.

3. **TENANT'S OPTION TO RENEW**.

a. Tenant shall have the option to renew this Lease for an additional five (5) years (the "Renewal Term"), commencing at 12:01 A.M on the first (1<sup>st</sup>) day of November, 2014, and expiring at 11:59 P.M. on the thirty-first (31<sup>th</sup>) day of October, 2019. Tenant shall provide Landlord with written notice of the exercise of its option to renew not less than one hundred eighty (180) days prior to the expiration of the Initial Term. Such Renewal Term shall be upon the same terms and conditions as applicable during the Initial Term, except Base Rent, which shall continue to escalate by three percent (3%) per annum.

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b. At any time during the Renewal Term, Tenant shall have the option to terminate this Lease at no additional cost, liability, or expense to Tenant, by providing Landlord with not less than ninety (90) days' prior written notice of such termination.

c. The Initial Term and Renewal Term are sometimes hereinafter jointly referred to as the "Term".

4. **RENT.** Tenant shall pay full-service base rent for the Premises (the "Base Rent") in advance in equal monthly installments, without deduction or demand, on the first (1<sup>st</sup>) day of each month during the Term to B. M. Smith & Associates, Inc., Suite GR-1, 2300 Ninth Street, South, Arlington, Virginia, 22204, or to Landlord or to such other agent and at such other place as Landlord may from time to time designate, in writing. Tenant shall have a ten (10) day grace period for paying Base Rent to the Landlord each month. Tenant shall have the option to pay rent by check or wire transfer in accordance with written instructions between Landlord and Tenant. Base Rent shall be increased by three percent (3%) on each anniversary of the Commencement Date, pursuant to the following schedule:

<b><u>LEASE YEAR</u></b>	<b><u>MONTHLY BASE RENT</u></b>	<b><u>ANNUAL BASE RENT</u></b>
11/1/09 – 10/31/10	\$4,282.00	\$51,384.00
11/1/10 – 10/31/2011	\$4,410.00	\$52,920.00
11/1/11 – 10/31/2012	\$4,542.00	\$54,504.00
11/1/12 – 10/31/2013	\$4,678.00	\$56,136.00
11/1/13 – 10/31/2014	\$4,818.00	\$57,816.00

5. **REAL ESTATE TAXES.** Tenant shall pay its pro rata share of the real estate taxes in monthly installments on the first of each month based on the current year taxes beginning the first (1<sup>st</sup>) day of November, 2009. Tenant shall pay to Landlord Two Hundred Ninety and 2/100 Dollars (\$290.02) on the first of each month (i.e. along with and in addition to Tenant's payment of Base

Rent) until the next real estate tax statement is received by Landlord and Tenant is notified thereof. Landlord shall provide Tenant with an annual statement of Tenant's pro rata share of real estate taxes within thirty (30) days after Landlord receives the tax bill each year. If the total of all payments made by Tenant for such year is greater or less than the actual amount of Tenant's pro rata share of the real estate taxes for that year, then the difference shall be credited to or paid by Tenant with the next monthly installment of Base Rent. Tenant's share for paying Real Estate Taxes shall be three and 55/100 percent (3.55%). The real estate taxes shall be prorated for partial years. If Landlord obtains a decrease in the real estate tax assessment for the current tax year or the previous two (2) tax years, then Tenant shall receive a credit to the next monthly installment of Base Rent equal to the pro rata share of the decrease in real estate taxes for any real estate taxes actually paid by Tenant.

6. **DELINQUENT RENT CHARGES.** All rental payments not paid to Landlord by Tenant within ten (10) days of the date due under this Lease shall, at Landlord's option: (i) accrue interest thereafter at a rate equal to five percent (5%) per annum; and (ii) incur a late payment charge equal to five percent (5%) of the amount due.

7. **PARKING.** Landlord shall provide Tenant with the exclusive use of four (4) reserved parking spaces in the Building's parking lot at no additional charge. Landlord shall provide reserved parking signs for Tenant's four (4) reserved parking spaces. Tenant shall also have the option to purchase additional parking permits for parking spaces in the Building's parking lot on a reserved or unreserved basis on an as-available basis at the then-prevailing rates charged to other Tenants in the Building.

8. **USE OF PREMISES.**

a. Tenant shall use and occupy the Premises for general office use and governmental purposes, including without limitation, use as a call center facility for the Star

Program, and for no other purpose whatsoever without the prior written consent of Landlord.

b. Tenant covenants that it shall, at its own cost, promptly comply with and carry out all orders, requirements or conditions now or hereafter applicable to Tenant and to the Premises by any applicable ordinances, laws, codes and/or regulations of the federal, state and local governments, including the American's with Disabilities Act, during the Term, whether required of Landlord or otherwise to be done or performed during the Term, but only if such orders, requirements or conditions are required as a result of the conduct of the particular business of Tenant. Notwithstanding the foregoing, Tenant shall be entitled to contest the applicability of such ordinances, laws, codes, and/or regulations to the Premises or to Tenant, provided however, that Tenant first provides Landlord with such reasonable assurances as Landlord may require to protect itself against loss, damage, cost or liability that may arise therefrom. Landlord shall be responsible for compliance with all such ordinances, laws, codes, and/or regulations to the extent applicable to the Building unless arising from Tenant's particular use of the Premises.

c. Tenant shall not do or permit anything to be done in the Premises or the Building, or bring or keep anything therein that shall, in any way, increase the rate of fire or other insurance in said Premises or Building, or on the personal property kept therein, or conflict with the fire laws or regulations, or with any insurance policy upon said Premises or Building, or with any statutes, rules or regulations enacted or established by the applicable governmental authority.

9. **ILLEGAL USE.** Tenant shall not use or permit the Premises or any part thereof to be used for any disorderly, unlawful or extra hazardous purpose nor for any other purpose than hereinbefore specified, including the manufacture of any commodity therein, without the prior written consent of Landlord.

10. **UPKEEP OF PREMISES.** Tenant agrees that it shall keep the Premises and the fixtures therein in good order and condition, and shall, at the expiration or other termination of the

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Lease, surrender and deliver up the same in good order and condition as the same now is or shall be at the commencement of the Initial Term, ordinary wear and tear, and damage by the elements, fire, and other unavoidable casualty excepted.

11. **SUBLETTING AND ASSIGNMENT**. Tenant shall not sublet the Premises or any part thereof, or transfer possession or occupancy thereof to any person, firm or corporation or transfer or assign this Lease without the prior written consent of Landlord, which such consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord hereby approves a License Agreement between Tenant and First Transit Incorporated d/b/a Star. The License Agreement is attached as Exhibit B.

12. **TENANT ALTERATIONS**.

a. Tenant shall not make any alterations, installations, changes, replacements, additions, or improvements (structural or otherwise) in or to the Premises or any part thereof, without the prior written consent of Landlord. Landlord hereby expressly consents to Tenant painting and installing new carpet within the Premises, and Landlord shall permit Tenant to make such alterations to the common area restrooms on the Mezzanine floor of the Building as are necessary, in Tenant's sole opinion, to increase the accessibility of the restrooms. The painting, carpet replacement, and common area restroom alterations are hereinafter jointly referred to as the "Tenant Improvements". Landlord shall cooperate with Tenant's contractor regarding all required permit requests (e.g. building permit). Landlord shall pay to Tenant not greater than Fifty Thousand Two Hundred Fifty Dollars (\$50,250) toward the hard costs and soft costs (including, but not limited to, engineering and architectural work described in Subsection (c) of this Section 12) of the Tenant Improvements (the "Tenant Improvement Allowance"). Tenant shall be responsible for the costs of the Tenant Improvements in excess of the Tenant Improvement Allowance. Landlord shall reimburse Tenant for the cost of all Tenant Improvements, up to the Tenant Improvement

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Allowance, within thirty (30) days of receiving a written request from Tenant. Tenant's written request for reimbursement shall include the paid invoices from Tenant's contractors and subcontractors evidencing Tenant's costs for performing the Tenant Improvements. Tenant, at Tenant's sole option, may make such written requests to Landlord for reimbursement: (i) on a periodic basis as such payments are made to Tenant's contractors and subcontractors; or (ii) as one lump sum payment after the completion of the Tenant Improvements.

b. Landlord expressly permits Tenant to hire a general contractor to perform all Tenant Improvements. The general contractor shall be qualified, licensed and bonded pursuant to terms of this Lease. Neither Landlord nor Tenant (acting solely in its capacity as a commercial tenant and not as a local governing body) shall receive any fees directly or indirectly for work contracted through the general contractor or subcontractors.

c. Tenant, at its sole cost and expense (but subject to the Tenant Improvement Allowance), shall have its architect and engineer prepare all plans and working drawings required for the Tenant Improvements as directed by Tenant. Tenant, at its sole cost and expense (but subject to the Tenant Improvement Allowance), shall obtain all permits for the Tenant Improvements.

### 13. INSURANCE.

a. Landlord and Tenant shall each obtain and maintain the minimum insurance coverages set forth in Sections 13.b. and Section 13.c., below, respectively, in order to protect their respective insurable interests in the Premises and the Building. All insurance required by this Section 13 shall be issued by insurers licensed in Virginia or approved by the Commonwealth of Virginia as qualified surplus lines insurers, having a minimum rating equivalent to a rating of A-IX by A.M. Best. Required insurance may be subject to reasonable deductibles or self-insurance retention levels. The uses of such deductibles or self-insured retention levels are the exclusive responsibility of the primary named insured. Failure to obtain and maintain any required insurance

shall not relieve or excuse the parties or their surety, or their bond, from any obligations or liability under this Lease. Nor shall the insurance requirements be construed to conflict with or limit the obligations stated elsewhere in this Lease. Evidence of required coverage shall be provided by Landlord to Tenant, and by Tenant to Landlord, no later than the date the fully-executed lease is delivered by the Tenant to the Landlord. Such evidence of Landlord's insurance shall be the appropriate Accord Certificate of Insurance delivered by Landlord to Tenant prior to the Commencement Date, and annually thereafter. The insurance policy shall require the issuing carrier to give at least thirty (30) days prior written notice to all named insureds in the event of any material change in coverage, cancellation, or non-renewal, including any change in the use of the Premises, which results in a change of insurance rating classification for the Premises.

b. Landlord shall, at no additional cost to the Tenant, obtain and maintain the following insurance coverage relative to Landlord's insurable interest in the Building and the Premises, including Tenant Improvements, any permitted alterations, and major Building systems such as water system, heating system, plumbing system, air-conditioning system, fire protection system, electric system, and elevator system (collectively, for the purposes of this Section 13 only, the "Improvements"):

(1) an "All Risk" property insurance policy providing coverage for Improvements at 100% of the current replacement cost, with a deductible not to exceed \$25,000. There shall be no coinsurance provision; and

(2) Commercial general liability insurance against all claims or losses for personal injury, bodily injury, death or property damage occurring upon, in or about the Property. Such insurance shall: (i) be on the so-called "occurrence" form with a general aggregate limit of not less than \$2,000,000 and a per occurrence limit of not less than \$1,000,000; and (ii) to cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if

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any” basis; (3) independent contractors; (4) blanket contractual liability for all written and oral contracts; and (5) contractual liability. Such insurance shall have no deductible for bodily injury, personal injury and property damage; and

(3) Umbrella liability insurance policy providing coverage against claims and losses resulting from bodily injury, personal injury or property damage in excess of the limits of insurance specified in Sections 13.b.(1) and (2), above. The limits of this umbrella liability insurance will be sufficient to provide total coverage of at least \$5,000,000 per occurrence, including the underlying primary limits.

Tenant, its elected and appointed officers and officials, employees, and all approved subtenants, licensees, and assignees, shall be named as additional insureds by endorsement to the property liability, commercial general liability, and umbrella/excess liability insurance policies.

c. Tenant shall maintain the following insurance coverage relative to Tenant’s insurable interest in the Premises:

(1) an “All Risk” property insurance policy providing coverage for business personal property and removable leasehold improvements at the Building at 100% of the current replacement cost, with a deductible not to exceed \$100,000. There shall be no coinsurance provision; and

(2) Commercial general liability insurance policy providing coverage against claims or losses resulting from bodily injury, advertising injury, personal injury and property damage caused by or arising out of the operations under this Lease, and without any right of contribution from any other self-insurance plan or program of insurance carried by either of the parties to this Lease. Such insurance will include coverage for premises operations, products, completed operations, broad form contractual liability, and broad form property damage liability. Such insurance will provide limits of at least \$1,000,000 per occurrence and in the aggregate

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annually, with no deductible for bodily injury, personal injury and property damage. This insurance requirement may be replaced with a formal self-insurance program; and

(3) Umbrella liability insurance policy providing coverage against claims and losses resulting from bodily injury, personal injury or property damage in excess of the limits of insurance specified in Sections 13.c.(1) and (2), above. The limits of this umbrella liability insurance will be sufficient to provide total coverage of at least \$5,000,000 per occurrence, including the underlying primary limits.

d. Notwithstanding anything to the contrary contained herein, in order to comply with the provisions of this Section 13 or other provisions of this Lease requiring Tenant to provide insurance coverage, Tenant shall have the right to self-insure as to all or any portion of the insurance coverage or coverages so required.

14. **WAIVER OF SUBROGATION**. Notwithstanding anything to the contrary contained herein, Landlord and Tenant hereby mutually waive and release their respective rights of recovery against each other for any loss of their property (in excess of a deductible amount for each of Landlord and Tenant that is reasonable in light of the size and status of each of Landlord and Tenant and applicable market conditions) capable of being insured against by fire and extended coverage insurance or any insurance policy providing property damage coverage, whether carried or not. Each party shall apply to its insurer to obtain said waiver and obtain any special endorsement, if required by its insurer, to evidence compliance with the aforementioned waiver, and shall bear the cost therefor. Landlord acknowledges that Tenant's deductible for property insurance shall not exceed \$100,000.00, and that such deductible amount is reasonable in light of Tenant's size, status, and applicable market conditions.

15. **OTHER TENANTS**. Tenant shall not obstruct or interfere with the rights of other tenants in the Building, or injure or annoy them, or those having business with them, or conflict with

them, and Landlord shall ensure that other tenants in the Building do not obstruct, interfere with, harm, injure or annoy Tenant or those having business with Tenant.

16. **ELECTRICAL EQUIPMENT.** Tenant shall not install or operate in the Premises any electrically operated equipment or other machinery, other than typewriters, calculators, computers, copiers, computer servers, call center telephone equipment, telefax machines, credit card machines, shredders, video production equipment, microwave oven, refrigerator, and such other electrically operated office machinery and equipment normally used in modern offices, without first obtaining the prior written consent of Landlord, who may condition such consent upon the payment by Tenant of additional rent as compensation for such excess consumption of water and/or electricity as may be occasioned by the operation of said equipment or machinery. Tenant shall not install any other equipment of any kind or nature whatsoever that shall or may necessitate any changes, replacements or additions to or require the use of the water system, plumbing system, heating system, air conditioning system or the electrical system of the Premises or Building without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

17. **ACCESS.** Landlord reserves the right for itself and its agents to enter upon the Premises at any time during business hours to inspect the same, to show the same to prospective purchasers, lessees or lenders, and to perform such duties as may be the responsibility of the Landlord under this Lease. Notwithstanding the foregoing, except in the event of emergencies, Landlord shall not enter the Premises without twenty-four (24) hours prior written notice to Tenant and all approved licensees, subtenants, and assignees. Landlord shall only show the Premises to prospective tenants during the last six (6) months of the Term. In the event of any entry into the Premises, Landlord shall make reasonable efforts to avoid any interference with Tenant's business

operations therein, or the business operations of all approved licensees, subtenants, and assignees therein.

18. **TENANT'S AGREEMENT.** Tenant agrees that no sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of the Premises or Building, except on the directories and entrances of offices, and then only in such location, size, color and style and such method of installation as Landlord reasonably approves. Landlord shall have the right to prescribe the weight and method of installation and position of safes or other heavy fixtures or equipment and Tenant shall not install in the Premises any fixtures, equipment or machinery that shall place a load upon any floor exceeding the floor load of 75 pounds per square foot area that such floor was designed to carry. No freight, furniture or other bulky matter of any description shall be received into the Building or carried in the elevators, except as approved by Landlord. All moving of furniture, material and equipment shall be under the direct control and supervision of Landlord, who shall, however, not be responsible for any damage to or charges for moving same. Tenant agrees to promptly remove from the public area inside or adjacent to the Building any of Tenant's merchandise there delivered or deposited.

19. **ALTERATIONS BY LANDLORD.** Tenant agrees to accept the Premises on the Commencement Date in its "AS IS" condition without requiring any alterations or modifications by Landlord.

20. **SERVICES.** Landlord, at its sole cost and expense, shall furnish reasonably adequate electric current, water, lavatory supplies, automatically operated elevator service, heat from a central heating plant and air conditioning by means of a central air conditioning system during all seasons of the year during normal business hours, which normal business hours shall be between the hours of 7:00 A.M. and 6:00 P.M. on Monday through Friday and from 8:00 A.M. to 1:00 P.M. on Saturday (exclusive of Federal holidays). Landlord shall also provide, at its sole cost and expense, normal

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and usual janitorial services, which services shall be provided Monday through Friday after normal business hours. Landlord shall not be liable for failure to furnish, or for suspension or delays in furnishing, any of such services caused by: (i) a breakdown, or maintenance or repair work, so long as Landlord is taking reasonable actions to promptly recommence such services; or (ii) a strike, riot, civil commotion, or any cause or reason whatever beyond the control of Landlord.

**21. DAMAGE.** Subject to the terms of Section 14 hereof, all injury to the Premises or the Building caused by moving the property of Tenant in or out of the Building, and all breakage done by Tenant, his agents, servants, or employees, shall be repaired by Tenant, at the expense of Tenant. If Tenant fails to do so, then Landlord shall have the right to make such necessary repairs, alterations and replacements (structural, non-structural or otherwise) and any charge or cost so incurred by the Landlord shall be paid by Tenant, with the right on the part of Landlord to elect in its discretion, to regard the same as additional rent, in which event such cost or charge shall become additional rent payable with the installment of Base Rent next becoming due or thereafter falling due under the terms of this Lease. This provision will be construed as an additional remedy granted to Landlord and not in limitation of any other rights and remedies which Landlord has or may have in said circumstances.

**22. DAMAGE BY FIRE OR CASUALTY.** If the Building or any part thereof is partially damaged or totally destroyed by fire or other casualty, the Landlord shall repair or rebuild same. If Landlord or Tenant reasonably determines that the repair of such damage to the Premises or the Building shall take more than ninety (90) days to complete, then Landlord or Tenant may terminate this Lease upon written notice to the non-terminating party. All Base Rent and any additional rent shall be equitably apportioned or abated in all cases of fire or other casualty that result in a partial or total destruction of the Premises or Building.

**23. RULES AND REGULATIONS.** Tenant covenants that the following rules and

regulations, including any additional rules and regulations as Landlord provides Tenant with written notice of (provided, however, no such additional rule or regulation shall be applicable to Tenant if same would reduce or impair any right or privilege granted to Tenant under this Lease or that is otherwise inconsistent with any term or condition of this Lease), and which, in Landlord's judgment, are needed for the general well being, safety, care and cleanliness of the Premises and the Building together with their appurtenances, shall be faithfully kept, observed and performed by Tenant, its agents, servants, employees and guests, unless waived in writing by Landlord:

a. The sidewalks, entries, passages, elevators, public corridors and staircases and other parts of the Building which are not occupied by the Tenant shall not be obstructed or used for any other purpose than ingress or egress.

b. Tenant shall not install or permit the installation of any awnings, shades, and the like other than those approved by the Landlord in writing.

c. No additional locks shall be placed upon any doors of the Premises, and the doors leading to the corridors or main halls shall be kept closed during business hours except as they may be used for ingress and egress.

d. Tenant shall not construct, maintain, use or operate within said Premises or elsewhere in the Building or on the outside of the Building, any equipment or machinery that produces music, sound or noise that is audible beyond the Premises.

e. Electric and telephone floor distribution boxes shall remain accessible at all times; provided, however, that Landlord shall make no modifications to telephone equipment without prior notice to Tenant.

**24. DEFAULT; REMEDIES.**

a. This Lease is subject to the limitation that if, at any time during the Term, any one or more of the following events, hereinafter referred to as an "Event of Default", shall continue to occur fifteen (15) days after the date Tenant and all approved licensees, subtenants, or assignees receive written notice from Landlord indicating that such an Event of Default has occurred or is occurring, then Landlord may give to Tenant a notice (hereinafter called "Notice of Termination") of its intention to end the Term of the Lease at the expiration of five (5) days from the date such Notice of Termination is received by Tenant. At the expiration of such five (5) days, this Lease and the Term hereof, as well as all of the right, title and interest of Tenant hereunder shall wholly cease and expire in the same manner and with the same force and effect as if the date of expiration of such five (5) day period was the date originally specified herein for the expiration of this Lease. Tenant shall then quit and surrender the Premises to Landlord. The following events shall each be an Event of Default:

- (1) Tenant making an assignment of this Lease for the benefit of creditors;
- and
- (2) the taking of Tenant's leasehold interest on execution; and
  - (3) the Premises remaining unoccupied, unattended, deserted, abandoned or vacated during the Term for more than thirty (30) days after written notice thereof from Landlord to Tenant; and
  - (4) Tenant assigning, mortgaging or encumbering this Lease, or subletting the whole or any part of the Premises, other than as expressly permitted hereunder; and
  - (5) Tenant failing to pay any installment of the Base Rent set forth in the Lease, when the same will become due and payable, and such failure continues for ten (10) days after written notice thereof from the Landlord to the Tenant; and

(6) If the Tenant fails to pay any charge required to be paid by the Tenant hereunder other than the Base Rent reserved herein, and such failure continues for ten (10) days after written notice thereof from the Landlord to the Tenant; and

(7) If the Tenant fails to perform or observe any other requirements of this Lease (not hereinbefore specifically referred to) on the part of the Tenant to be performed or observed, and such failure continues for thirty (30) days after written notice thereof from the Landlord to the Tenant, provided however, that if such failure is of such nature that it cannot with due diligence be cured within a period of thirty (30) days as herein provided, and so long as the Tenant proceeds with all due diligence to complete the curing of such default, the time of the Tenant within which to cure same will be extended for such period as may be reasonably necessary to complete the same with all due diligence.

b. If this Lease is terminated as herein provided, then Landlord, its agents or employees, may immediately, or at any time thereafter, re-enter and recover possession of the Premises together with all alterations and improvements therein, and remove therefrom Tenant, its agents, employees, servants and any subtenants or licensees, and any other person, firm or corporation, and all or any of the personal property, by such legal process as provided by the laws of the Commonwealth of Virginia. If Landlord terminates the Lease and recovers possession of the Premises, then Landlord, at Tenant's sole cost and expense, shall store all personal property that may be found therein, as well as promptly provide Tenant with written notice of where the personal property is being held and establishing the procedures by which Tenant may recover its personal property. The liability of Tenant under this Lease for all rents provided herein shall survive and continue after such termination, re-entry and recovery of possession.

c. Upon termination of this Lease by Landlord as herein provided, Landlord shall use its best reasonable efforts to re-lease the Premises for the balance of the Term on such

terms, covenants, conditions and agreements and for such rent as Landlord, in its exclusive discretion, shall deem most advantageous to it. Tenant's liability shall be reduced by the amount of rent collected from the new tenant or tenants to the end of the Term, net of all reasonable costs incurred by Landlord in re-leasing the Premises and in collecting such rents.

**25. REMEDIES: NONEXCLUSIVE, WAIVER.**

a. The specified remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may have recourse in case of any Event of Default.

b. The failure of Landlord or of Tenant on any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions, provisions, or agreements of this Lease by the other party, or to exercise any option herein reserved to Landlord or to Tenant, shall not be construed as a waiver or a relinquishment for the future by Landlord or Tenant, as applicable, of any such term, covenant, condition, provision, agreement or option set forth in this Lease.

c. A receipt and acceptance by Landlord of rent or any other payment, or the acceptance or performance of anything required by this Lease to be performed, with knowledge of Tenant's breach of any term, covenant, condition, provision or agreement of this Lease, shall not be deemed a waiver of such breach, nor shall any such acceptance of rent in lesser amount than is herein provided (regardless of any endorsement on any check, or any statement in any letter accompanying any payment of rent) operate or be construed either as an accord and satisfaction or in any manner other than as a payment on account of the earliest rent or other amount due and then unpaid by Tenant.

d. In addition to the other remedies provided herein, and anything contained herein to the contrary notwithstanding, Landlord shall be entitled to restraint by injunction of any

violation or attempted or threatened violation by Tenant of any of the terms, covenants, conditions, provisions, or agreements of this Lease.

26. **SUBORDINATION**. This Lease is subject and subordinate to all ground or underlying leases and to all mortgages and/or deeds of trust which may now or hereafter affect such leases or the real property of which the Premises are a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause will be self-operative and no further instrument of subordination will be required by any mortgagee or trustee. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request; provided, however, that notwithstanding the foregoing, the party secured by any such deed of trust shall recognize this Lease and, in the event of any foreclosure sale under such deed of trust, this Lease shall continue in full force and effect; and Tenant covenants and agrees that it shall, upon the written request of the party secured by any such deed of trust, execute, acknowledge and deliver any instrument that has for its purpose and effect the subordination of said deed of trust to the lien of this Lease.

27. **ESTOPPEL CERTIFICATES**. Upon thirty (30) days' prior written request made by Landlord, Tenant shall execute, acknowledge and deliver to Landlord, or to such other person as Landlord may designate in its request, a written statement: (i) certifying to the then current form of this Lease (inclusive of modifications, if any), and confirming that this Lease (as modified, if applicable) is in full force and effect; (ii) stating the dates to which rent payable hereunder has been paid; (iii) stating whether, to the knowledge and belief of Tenant, there has been a notice of default issued with respect to a default on the part of Landlord, or attach a memorandum stating in detail the factual circumstances of such default; and (iv) certifying as to such other then existing facts pertaining to this Lease as reasonably may be requested by Landlord.

28. **TENANT HOLDOVER**. Upon the expiration of the Term, Tenant shall quit and

deliver up possession of the Premises without notice. If Tenant retains possession of the Premises after the end of the Term with the permission of Landlord, then Tenant shall, by virtue of such permission, be and become a Tenant of Landlord from month-to-month, upon the same terms and conditions as set forth in this Lease, except where they are inconsistent with a tenancy from month-to-month. The tenancy thus created can be terminated by either party giving to the other party not less than thirty (30) days prior written notice that such month-to-month tenancy shall terminate on the last day of any month.

29. **ROOF RIGHTS.** Notwithstanding any provision contained in this Lease to the contrary, Landlord shall not unreasonably withhold, condition or delay its consent to a request by Tenant to install, use and maintain on the roof of the Building, subject to applicable zoning ordinances, a four (4) foot two-way radio antenna. Tenant shall also be provided, without charge, access to and use of sufficient conduit space, related equipment closets and/or areas above suspended ceilings to accommodate all of Tenant's telecommunications, roof equipment, cable television and computer requirements, subject to availability of space and to Landlord's prior consent, such consent not to be unreasonably withheld, conditioned or delayed.

30. **SUCCESSORS.** All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto, shall extend to their respective heirs, executors, administrators, successors in title and interest, and assigns.

31. **INTERPRETATION.**

a. Wherever required in the context of this Lease to give effect to its provisions, the singular form shall include the plural and vice versa, the conjunctive form shall include the disjunctive and vice versa, and the masculine form shall include the feminine and vice versa.

b. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Lease

and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

c. The construction and operation of this Lease shall be governed by the laws of the Commonwealth of Virginia. Landlord and Tenant consent to jurisdiction and venue of all disputes arising out of or pertaining to this Lease and Tenant's use and occupancy of the Premises in the General District and Circuit Courts of Arlington County, Virginia.

d. The captions and headings used throughout this Lease are for convenience of reference only and shall not define, limit or describe the scope, intent or interpretation of the provisions hereof.

e. This Lease sets forth the entire agreement of the parties concerning the terms of the tenancy created hereby, and supersedes all prior negotiations, representations, agreements and understandings between the parties pertaining to the subject matters hereof. No modification, amendment, limitation or construction of this Lease shall be binding upon either party hereto unless expressed in a writing and signed by the party sought to be bound.

**32. ENVIRONMENTAL COVENANTS.**

a. Tenant shall maintain and operate the Premises strictly in accordance with all applicable federal, state and local environmental protection laws, regulations, rules and orders, including but not limited to those laws relating to the storage, disposal and presence of Hazardous Substances (as defined herein), disposal of solid waste, release or emission of pollutants or Hazardous Substances into the air or soil or into groundwater or other waters, and erosion and sedimentation control (collectively, "Environmental Laws"). Tenant covenants that it has acquired or shall acquire, prior to or at the time required by applicable law, all permits and licenses required by any Environmental Law in connection with Tenant's conduct of its business upon the Premises.

b. Tenant shall notify Landlord immediately of: (i) any and all enforcement, cleanup, removal, investigation or other governmental or regulatory actions instituted or threatened against the Premises with respect to any Environmental Law; and (ii) any and all claims made or threatened by any third person against Landlord, Tenant or the Premises relating to any Environmental Law, or to injury to any person or property caused by the presence of a Hazardous Substance on the Premises.

c. Landlord, its agents and employees (including environmental engineers engaged by Landlord) shall have the absolute and unconditional right and license to enter the Premises, upon reasonable prior notice, at any reasonable time to inspect the Premises or to conduct a reasonable environmental investigation, including without limitation, an environmental assessment or audit of the Premises to satisfy Landlord that the Premises are free from environmental contamination and hazards. Any such entry and inspection shall be at Landlord's sole cost and expense, and Landlord shall take all reasonable steps to avoid interfering with Tenant's use and operation of the Premises.

d. From time to time, and upon Landlord's request, Tenant shall give to Landlord or to any person as designated by Landlord, such assurances as may be necessary to demonstrate that the Premises are in compliance with all Environmental Laws. However, this provision shall not require Tenant to incur costs for any environmental audit or assessment. If Landlord reasonably and correctly determines that Tenant has not substantially complied with an Environmental Law as required herein, then the cost of any environmental investigation and audit conducted by Landlord, in addition to all costs actually incurred by Landlord and required to comply with such Environmental Law and to conduct necessary cleanup, shall: (i) be borne by Tenant; (ii) bear interest at the legal rate of interest; and (iii) be payable as additional rent to Landlord within thirty (30) days after written demand therefor.

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e. For purposes of this paragraph, "Hazardous Substances" shall mean and include any and all materials or substances defined or classified under present or future federal, state or local laws or regulations as being a "hazardous substance", a "hazardous waste" or "medical waste", a "pollutant" or "toxic pollutant", a "hazardous air pollutant", a "hazardous material", or any element, compound, mixture, solution or substance that, when released into the environment, may present substantial danger to the public health or welfare, or the environment. Hazardous Substances include specifically, without limitation, asbestos in all forms, polychlorinated biphenyls (PCBs), petroleum and petroleum-based derivatives, lead-based paints, and urea formaldehyde.

f. The provisions of this paragraph shall not apply to storage and use of minimal quantities of Hazardous Substances, nor to keeping, storage or use of Hazardous Substances in the ordinary conduct of Tenant's business, provided that such substances are of a type, and are kept only in quantities customarily found in the occupancy and operation of commercial properties generally similar in type and use to the Premises. All such Hazardous Substances, of whatever quantities or types, shall be kept, stored, used and disposed of in complete and strict compliance with applicable Environmental Laws.

33. **APPROPRIATION OF FUNDS.** All obligations of Tenant under this Lease shall be fully subject to the appropriation of funds by the County Board of Arlington County, Virginia for the specific purpose of satisfying the payment and performance of such obligations. If additional funds are not appropriated for the specific purpose of satisfying the Tenant's obligations under this Lease, then this Lease shall terminate and Tenant shall vacate the Premises on the last day of the Term for which funds have been appropriated for the specific purpose of satisfying the Tenant's obligations under this Lease, without any termination fee or other cost or liability whatsoever to the Tenant.

34. **ROLE OF THE TENANT/TENANT DECISIONS: NO WAIVER.** Tenant shall enter into this Lease in its role as a Tenant and not as a governmental authority. Tenant's execution

of this Lease shall not constitute the granting of governmental approval for any governmental approval or consent required to be obtained by Landlord. Nothing in this Lease shall be construed to waive any of Tenant's powers, rights or obligations as a governing authority or local governmental body, including, but not limited to, its police powers.

**35. SOVEREIGN IMMUNITY.** Nothing in this Lease nor any action taken by Tenant pursuant to this Lease nor any documents which arise out of this Lease shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of Tenant, or of its elected and appointed officials, officers and employees.

**36. NO RIGHTS IN THIRD PARTIES.** No provision of this Lease shall create in the public, or in any person or entity other than those signing this Lease as parties hereto, any rights as a third party beneficiary hereunder, or authorize any person for entity not a party to this Lease to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Lease.

**37. RATIFICATION OF LEASE BY TENANT.** This Lease shall not become effective unless and until: (i) the County Board of Arlington County, Virginia approves this Lease; (ii) this Lease is executed on behalf of the County Board of Arlington County, Virginia; and (iii) the fully-executed lease is delivered to Landlord.

**38. NOTICES.** All notices required or desired to be given by either party to the other shall be given by certified or registered mail. Notices to the respective parties shall be addressed as follows:

**LANDLORD:**

**Arlington Heights Properties, L.P.  
c/o B. M. Smith & Associates, Inc.  
Suite GR-1  
2300 Ninth Street, South  
Arlington, Virginia 22204**

**TENANT:**

**The County Board of Arlington County, Virginia**

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**2100 Clarendon Boulevard, Suite 300  
Arlington, Virginia 22201**

**With a required copy to: County Manager  
Arlington County Government  
2100 Clarendon Boulevard, Suite 302  
Arlington, Virginia 22201**

**With a required copy to: Real Estate Bureau Chief  
Department of Environmental Services  
Engineering and Capital Projects Division  
2100 Clarendon Boulevard, Suite 800  
Arlington, Virginia 22201**

**With a required copy to: Director, Transportation Division  
Department of Environmental Services  
2100 Clarendon Boulevard, Suite 900  
Arlington, Virginia 22201**

**With a required copy to: Transit Bureau Chief  
Department of Environmental Services  
Transportation Division  
2100 Clarendon Boulevard, Suite 900  
Arlington, Virginia 22201**

**With a required copy to: STAR Program Manager  
2300 9th Street South, Suite M-3  
Arlington, Virginia 22204**

Landlord and Tenant shall provide written notice in accordance with this notice provision to the other party of any changes, additions, or deletions to the require notice addresses.

39. **RECORDATION**. Simultaneously with the execution and delivery of this Lease, Landlord shall fully execute in recordable form and deliver to Tenant a Memorandum of Lease in the form reasonably requested by Tenant, which Tenant shall be entitled to record in the land records of Arlington County, Virginia, at Tenant's sole cost and expense.

40. **BROKERS**. Tenant represents and warrants that it did not retain or consult with any broker or real estate salesperson with respect to this Lease, and Landlord also represents and warrants that it did not retain or consult with any broker or real estate salesperson with respect to

this Lease.

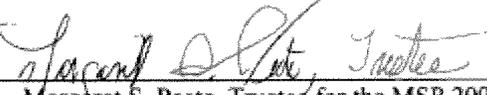
41. **NO INDEMNIFICATION OR HOLD HARMLESS**. Notwithstanding any other term or provision of this Lease to the contrary, Tenant shall have no obligation to explicitly or implicitly indemnify or hold harmless the Landlord or any third party or parties from any liability whatsoever.

42. **NULL AND VOID**. If this lease is not approved by the County Board of Arlington County, Virginia by close of business on October 31, 2009 it shall become null and void and of no further effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease effective the date first above stated.

**LANDLORD: ARLINGTON HEIGHTS PROPERTIES, L.P.**

By:   
Benjamin M. Smith, Jr., General Partner

By:   
Margaret S. Peete, Trustee for the MSP 2007 Trust  
dated June 5, 2007

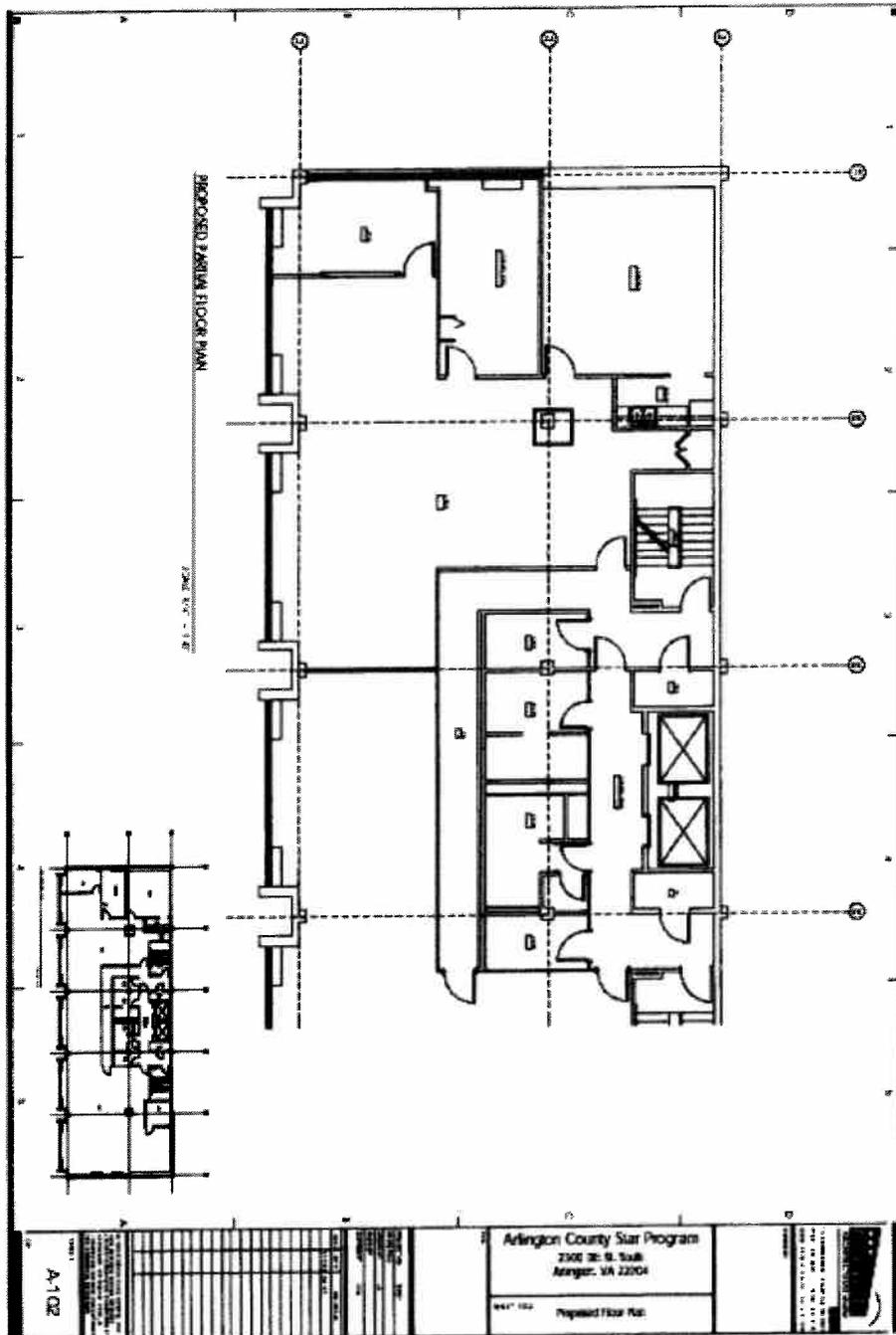
**TENANT: COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**

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

Approved as to form:

\_\_\_\_\_  
County Attorney

**EXHIBIT A**



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**EXHIBIT B**

**SEE LICENSE AGREEMENT ATTACHED TO THIS REPORT AS  
“ATTACHMENT B”**

## ATTACHMENT B

### LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (this "License"), dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic (the "Licensor") and **FIRST TRANSIT, INC.**, a Delaware corporation authorized to do business in the Commonwealth of Virginia (the "Licensee").

#### RECITALS

WHEREAS, the Licensor and the Licensee entered into an agreement, entitled, "Agreement No. 94-06", dated June 29, 2006, (the "Agreement"), whereby the Licensee agrees to, among other things, create and provide the Licensor with management of paratransit operations, including, but not limited to, operation of a call intake center with trip scheduling functions, providing trip requests to contract service providers, and verification of compliance of contract service providers with the service delivery requirements of their contracts, and the Licensor agrees to provide office space to the Licensee to provide such services; and

WHEREAS, the term of the Agreement ends on June 30, 2011, subject, however, to the Licensor's right, upon the Licensee's satisfactory performance of its obligations under the Agreement, and with the consent of the Licensee, to extend the term of the Agreement for not more than five (5) additional twelve (12) month periods from July 1, 2011 to June 30, 2016; and

WHEREAS, under the terms of the Agreement, the Licensor agrees to provide Licensee with office space, including all of the furnishings and equipment, including, but not limited to desks, chairs, systems furniture, brochure racks, bulletin boards, storage shelves, safes, personal computers, computer servers, printers, cash registers, credit card authorization communicators, telephone equipment, and office supplies; and

WHEREAS, by this License, the Licensor grants a license to the Licensee for the use of the Licensed Premises, as hereinafter defined, and the Licensee accepts such license from the Licensor for the use the Licensed Premises pursuant to the terms and conditions herein.

#### WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and each with intent to be legally bound, the Licensor and the Licensee agree as follows:

1. Licensed Premises. In accordance with the Deed of Lease, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Arlington Heights Properties, L.P., a Virginia limited partnership (the "Landlord"), as Landlord, and Licensor, as Tenant (the "Lease"), a copy of which (sans exhibits) is attached hereto as Exhibit A, the Landlord leased to the Licensor certain space containing approximately Two Thousand Ten (2,010) rentable square feet of office space (the "License Premises") in the building located at 2300 9th Street South, Arlington, Virginia (the "Building"), Licensor hereby grants to Licensee permission to use,

upon the terms hereinafter provided, the Licensed Premises. The Licensed Premises is more particularly shown on the floor plan attached hereto as Exhibit B. Licensee accepts the Licensed Premises in its "AS IS" condition as of the License Commencement Date (as hereinafter defined).

2. Term. The term of this License ("Term") shall begin on the date that this License is executed on behalf of the Licensor and delivered to Licensee (the "License Commencement Date") and shall continue until June 30, 2011 (the "Expiration Date"), unless sooner terminated as described in Section 14, herein, or as provided by law. Notwithstanding the foregoing, if the Licensor extends the Term of the Agreement pursuant to the terms thereof, then, upon receipt by the Real Estate Bureau Chief, Department of Environmental Services, Engineering and Capital Projects Division (the "REB Chief") of written notice from the Licensee indicating that the Term of the Agreement has been extended by the Licensor, the Term of this License shall automatically extend for an equal period of time as the extension of the Term of the Agreement.

3. Permitted Uses. Licensee is permitted to use the Licensed Premises solely to provide the services as authorized by the Agreement ("Permitted Uses"), and in accordance with applicable zoning regulations, laws, rules, orders, ordinances and regulations of the Licensor, and of any applicable governmental authority, and of any landlord, and for no other purposes. Notwithstanding any provision in this License to the contrary, Licensee shall not use or occupy the Licensed Premises for any unlawful purpose or for any purpose or use not specifically permitted by the Lease, this License, and by the Agreement, as any of the foregoing documents may be amended.

4. License Fee. Licensee shall pay to the Licensor, without set off, deduction or counterclaim, a fee of Ten and 0/100ths Dollars (\$10.00) ("Fee") per year. The Fee shall be payable in advance upon the License Commencement Date. The Fee, and all other amounts to be paid by Licensee under this License, shall be made by certified or cashiers check payable to Treasurer, Arlington County, Virginia and paid at the address designated by the Licensor.

5. Compliance with Lease/Indemnification of Landlord

(a) Licensee shall at all times comply with all applicable provisions of the Lease.

(b) This License is subject and subordinate to the Lease. Without limiting the foregoing, and notwithstanding any provision of this License to the contrary, this License shall automatically terminate without cost or liability to the Licensor upon the expiration or earlier termination of the Lease.

(c) Licensee shall indemnify and hold Landlord and its shareholders, members, partners, contractors, licensees, invitees, ground lessors and the holder of any mortgage or deed of trust secured by the Building ("Mortgages"), and their respective employees, agents, officers and directors, harmless from and against all costs, damages, claims, liabilities and expenses, including attorneys' fees, suffered by or claimed against Landlord, directly or indirectly, in connection with the assertion of liability by third parties based on, arising out of or resulting from: (i) Licensee's use and occupancy of the Licensed Premises or

the business conducted therein or Licensee's presence in the Building; and (ii) any negligent act or omission of Licensee or its employees, agents or invitees.

6. Hazardous Materials.

(a) Definition. As used in this License, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "infectious wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable laws including oil, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. For purposes of this License, Hazardous Materials shall include, but are not limited to, asbestos or asbestos containing materials.

(b) Payment of Damages:

(1) Notwithstanding anything contained in this License to the contrary, Licensee agrees that it will pay to Licensor (including any of Licensor's elected and appointed officials, officers, employees or agents) all direct monetary damages for personal injury or property damage plus any statutory liability arising from Licensee's acts or omissions that constitute a breach of this Section 6 by Licensee within fifteen (15) days following the issuance by a court of competent jurisdiction of a final unappealable judgment or order for same.

(2) Licensee shall indemnify, defend and hold harmless Licensor (including Licensor's elected and appointed officials, officers, employees and agents), Landlord, Landlord's managing agent and all Mortgagees from and against any and all actions (including remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including attorneys', consultants', and experts' fees, court costs and amount paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from a breach of this Section 6 by Licensee or any of its agents, employees or contractors.

(c) General Prohibition. Except for paint and adhesives which Licensee is specifically permitted to store in locked, appropriately rated cabinets within the Licensed Premises, neither Licensee nor Licensor shall cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled or disposed of on, in, under or about the Licensed Premises or the Building (hereinafter referred to collectively as the "Property") by Licensee. Notwithstanding the foregoing, Licensor recognizes and acknowledges that Licensee or its agents may use and store within the Building reasonable quantities of customary office and cleaning supplies, paint and adhesives, and other materials commonly used in connection with the uses of the Licensed Premises permitted by

this License; provided such items are stored, used and disposed of in accordance with applicable laws.

(d) Notice. In the event that Hazardous Materials are discovered upon, in, or under the Property, and any governmental agency or entity having jurisdiction over the Property requires the removal or other treatment of such Hazardous Materials, Licensee shall be responsible for the removal or other treatment of those Hazardous Materials only to the extent that the Licensee failed to adhere to the environmental covenants of the Lease. Likewise, in the event that Hazardous Materials are discovered upon, in, or under the Property, and any governmental agency or entity having jurisdiction over the Property requires the removal or other treatment of such Hazardous Materials, Licensor shall be responsible for the removal or other treatment of those Hazardous Materials arising out of or related to the use or occupancy of the Property by Licensor or Licensor's other licensees (but specifically excluding Licensee), employees, or agents, including the disturbance of any pre-existing Hazardous Materials. Notwithstanding the foregoing, neither Licensee nor Licensor shall take any remedial action in or about the Property or any portion thereof without first notifying the other party to this License of its intention to do so and affording the other party to this License the opportunity to protect the other parties' interest with respect thereto. Licensor and Licensee immediately shall notify the other party to this License of: (i) any spill, release, discharge or disposal of any Hazardous Material in, on or under the Property or any portion thereof; (ii) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated, or threatened (if Licensee has notice thereof) pursuant to any laws respecting Hazardous Materials; (iii) any claim made or threatened by any person against Licensor or Licensee, as the case may be, or the Property or any portion thereof relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (iv) any reports made to any governmental agency or entity arising out of or in connection with any Hazardous Materials in, on, under or about or removed from the Property or any portion thereof, including any complaints, notices, warnings, reports or asserted violations in connection therewith. Licensor and Licensee also shall supply to the other party to this License as promptly as possible, and in any event within five (5) business days after Licensor or Licensee first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Licensed Premises, the Property or Licensor's or Licensee's use or occupancy thereof.

(e) Survival. The respective rights and obligations of Licensor and Licensee under this Section 6 shall survive the expiration or earlier termination of this License.

7. No Assignment or Occupancy. This License is personal to the Licensee and is neither assignable nor transferable by the Licensee.

8. No Alterations or Signs. Licensee shall make no alterations, installations, additions or improvements in or to the Licensed Premises, including without limitation, the placement of any signs, other than those permitted by the applicable County ordinances, County regulations, and the Lease or any lease or license between the Licensor and others. Licensee shall maintain the Licensed Premises in clean, safe and sanitary condition; take good care thereof; and suffer no waste or injury thereto. Notwithstanding the foregoing, Licensor shall place, at Licensor's request and sole cost and expense, a sign at a location determined by the Licensor to identify Licensee, subject to any applicable restrictions contained in the Lease.

Licensee shall not be entitled to any additional signage or identification within the Licensed Premises.

9. Access to Licensed Premises and Licensee's Obligation to Secure the Same. The Licensee shall have access to the Licensed Premises twenty-four (24) hours a day, seven (7) days a week, exclusive of other licensees or contractors of the Licensor, but not excluding the Licensor or its employees who are authorized to enter the Licensed Premises without prior written notice to the Licensee. At the beginning of the Term, Licensor shall provide Licensee with two (2) sets of keys to the Building and the Licensed Premises. If the Licensor loses or damages any keys, Licensor shall provide replacement keys to the Licensee at the Licensee's sole cost and expense. Licensee shall be solely responsible for unlocking and locking the door to the Licensed Premises, and otherwise securing the Licensed Premises, on a daily basis. If the Licensee is not able to properly secure the Licensed Premises for any reason, then the Licensee shall immediately notify the Arlington County Department of Environmental Services Transportation Operations Coordinator verbally (e.g. via telephone) and in writing (e.g. via email). In the event that the Licensee is unable to properly secure the Licensed Premises, Licensee shall bear the sole responsibility, cost, and/or liability for any resulting loss within the Licensed Premises.

10. Licensee's Use of Licensor's Personal Property. Per the terms of the Agreement, Licensor owns all office equipment within the Licensed Premises, including, but not limited to, all cubicles and other office systems furniture, all computer workstations and computer server hardware and software, and all telephone system hardware and software ("Licensor's Personal Property"). Licensee hereby further acknowledges that all Licensor's Personal Property within the Licensed Premises is solely owned by Licensor, and that Licensee has no, and shall have no, claim or ownership interest in any of the Licensor's Personal Property. Licensee shall promptly notify the Licensor of any damage or malfunction to any portion of Licensor's Personal Property. Licensee shall keep all Licensor's Personal Property in good condition, and shall cause no waste to any of Licensor's Personal Property.

11. No Liability; Indemnification.

(a) All personal property of Licensee, its employees, agents, contractors, business invitees, licensees, customers, clients, and guests in and on the Licensed Premises, shall be and remain therein under any and all circumstances at the sole risk of the above described persons and entities. The Licensor shall not be liable to any such person or entity for any damage to, or loss of such personal property. The Licensee hereby agrees to defend, indemnify and hold harmless Licensor and its elected and appointed officials, officers, employees, contractors and agents from any liability, cost and expenses for lost, stolen, damaged or destroyed personal property.

(b) The Licensee acknowledges that the Licensor, its elected and appointed officials, officers, employees, contractors and agents shall not be liable for any special, consequential, punitive damages or otherwise, as a result of any claim relating to this License or Licensee's use of the Licensed Premises or Licensor's Personal Property.

(c) Licensee hereby agrees to defend, indemnify and hold harmless Licensor, and its elected and appointed officials, officers, employees, contractors, agents,

successors and assigns, from and against all claims, causes of action, liabilities, losses, costs and expenses arising from or in connection with any injury or other damage to any person or property; (i) which occurs in the Licensed Premises; or (ii) which occurs in any part of the Building or the Licensed Premises and is caused by (1) the negligence or willful misconduct of Licensee, its agents, contractors, employees, customers, or invitees, (2) Licensee's use and occupancy of the Licensed Premises or the business conducted therein or Licensee's presence in the Building, (3) Licensee's use of Licensor's Personal Property pursuant to Section 10, herein (e.g., inter alia, all cubicles and other office systems furniture, all computer workstations and computer server hardware and software, and all telephone system hardware and software), (4) any act or omission of Licensee or its employees, agents or invitees, and (5) any breach or default by Licensee in the observance or performance of this License, as applicable. The indemnification in this Section 11 shall survive the expiration or termination of this License.

12. Insurance. Licensee, at its sole expense, shall obtain and maintain a policy of commercial general liability insurance, throughout the Term, from an insurance carrier satisfactory to Licensor, providing coverage for claims arising from or in connection with the exercise of the permission granted hereunder by Licensee for personal injury, death, property damage or loss suffered by any person, thing or interest with a minimum of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance coverage shall protect from liability the persons and entities indemnified under Section 11 of this License. Licensee shall maintain such insurance coverage in full force and effect continuously at all times during the Term. The insurance policy and policy limits shall not operate as a limit of Licensee's liability to Licensor under this License, nor as a limit of Licensee's duty of indemnification hereunder. Prior to the beginning of the Term, and at the beginning of each year thereafter (if applicable), Licensee shall furnish Licensor with certificates of insurance indicating that the insurance is prepaid for a one year policy period insuring all activity contemplated under this License, and containing a thirty (30) day notice provision prior to termination, cancellation, non-renewal, material change, or reduction of coverage. The policy shall provide, among other things, that the actions or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under the policy. No provision contained in this License shall act as a waiver of any rights of subrogation of the Licensor's Self Insurance Program or Licensor insurance carrier(s). The insurance required to be carried by Licensee herein shall be with an insurance company licensed to do business in the Commonwealth of Virginia and rated not lower than A-X in the A.M. Best Rating Guide. Such insurance (i) shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has released its right of action against any party before the occurrence of a loss; (ii) shall name Licensor and others listed hereinafter as additional insureds and loss payees; and (iii) shall provide that the policy shall not be canceled, failed to be renewed or materially amended without at least thirty (30) days' prior written notice to Licensor. At Licensor's written request, an original of the policy (including any renewal or replacement policy) or a certified copy thereof, together with evidence satisfactory to Licensor of the payment of all premiums for such policy, shall be delivered to Licensor. Licensor, its elected and appointed officials, officers, employees, contractors and agents shall be named as additional insureds under all coverage maintained by Licensee hereunder and the certificate of insurance, or the certified policy must so state. Coverage afforded under this Section 12 shall be primary as respects the Licensor, its elected and appointed officials, officers, employees, contractors and agents. The following definition of the term "Licensor" applies to all policies issued under this License:

"The County Board of Arlington County, Virginia and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the County Board of Arlington County, Virginia, or one in which controlling interest is vested in Arlington County; or Arlington County Constitutional Officers."

All insurance policies and certificates of insurance required of Licensee hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non material change, or reduction in coverage until thirty (30) days prior written notice has been given to Arlington County, Virginia." Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of any standard ACORD certificates of insurance.

13. Default. This License shall, at the option of Licensor, cease and terminate if Licensee shall violate or fail to perform any of the conditions, covenants or agreements of this License, including, without limitation, any applicable provision of the Lease, provided that any such violation or failure to perform any of such conditions, covenants or agreements shall continue for a period of Ten (10) days after written notice thereof has been delivered by Licensor to Licensee. In such event Licensee shall however remain liable to Licensor for all monetary and other damages arising from such default. Upon the termination or expiration of this License, Licensor shall have the right to prevent Licensee's entry to or access upon the Licensed Premises and to immediately remove any property of Licensee located upon the Licensed Premises at Licensee's sole risk and expense. In the event of any default or dispute arising under this License, Licensee shall reimburse Licensor promptly for any and all attorneys' fees and court costs incurred by Licensor, for exercising the Licensor's rights upon Licensee's default or resolving any such dispute.

14. Termination; Closure of Licensed Premises. Notwithstanding anything herein to the contrary, both Licensor and Licensee shall have the right to terminate this License at any time, without cause, liability, cost, or penalty, by providing at least ninety (90) days prior written notice of such termination to the other party. The termination of this License does not relieve the Licensee or the Licensor of their respective obligations under the Agreement (including, but not limited to, the Licensor's obligation to provide the Licensee with office space). Further notwithstanding anything herein to the contrary, upon the expiration or earlier termination of the term of either the Lease or the Agreement, this License shall automatically terminate. If Licensee fails to terminate its use of the Licensed Premises on the Expiration Date or the earlier termination of this License, then Licensee shall be deemed a trespasser. Thereafter, Licensor may immediately remove Licensee and Licensee's property from the Licensed Premises, at Licensee's sole risk and expense. The Licensor has the right to temporarily or permanently close the Licensed Premises in the interest of public health, safety and welfare, without liability to the Licensor or others.

15. Notices. All notices or other communications hereunder shall be in writing and shall be given to the other party by hand delivery or by certified mail, return receipt requested,

at the following addresses or such other addresses hereafter provided by notice to the other party:

To Licensor: Arlington County Manager  
2100 Clarendon Boulevard, Suite 302  
Arlington, Virginia 22201  
Phone: (703) 228-3120  
Fax: (703) 228-3295

With a copy to: Real Estate Bureau Chief  
Engineering & Capital Projects Division  
Department of Environmental Services, Arlington County  
2100 Clarendon Boulevard, Suite 900  
Arlington, Virginia 22201  
Phone: (703) 228-4354  
Fax: (703) 228-7542

and a copy to: Director of Department of Management and Finance,  
Arlington County  
2100 Clarendon Boulevard, Suite 501  
Arlington, Virginia 22201  
Phone: (703) 228-3415  
Fax: (703) 228-3401

and a copy to: Director of Transportation Division  
Department of Environmental Services, Arlington County  
2100 Clarendon Boulevard, Suite 900  
Arlington, Virginia 22201  
Phone: (703) 228-3681  
Fax: (703) 228-3594

To Licensee: President  
First Transit, Inc.  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202  
Phone: (513) 362-4506  
Fax: (757) 261-1346

and a copy to: Arlington STAR  
2300 9<sup>th</sup> Street South, Suite M-3  
Arlington, Virginia 22204

Where verbal notice to the Licensor is required, such notice shall be given to the Transportation Operations Coordinator of the Arlington County Department of Environmental Services, Transportation Division, at (703) 228-3690, or to such other person at such other telephone number as the Licensor may designate in writing to the Licensee. All notices shall be effective upon receipt.

16. No Partnership or Lease. It is agreed that nothing contained in this License shall be deemed or construed as creating: a partnership; joint venture; the relationship of landlord and tenant between the Licensor and the Licensee; or a leasehold interest. The Licensor reserves the right to enter at any time upon, and to inspect or use the Licensed Premises without prejudice to the Licensee's use hereunder.

17. Non-Appropriation Clause.

(a) All of the Licensor's obligations under this License are subject to appropriation of funds by the County Board of Arlington County, Virginia for the specific purpose of satisfying the payment and performance of such obligations. In the event that funds are not appropriated at the beginning of any fiscal year of the Licensor for the specific purpose of satisfying the obligations of the Licensor under this License, then this License shall become null and void and shall terminate on the last day of the Licensor's fiscal year for which appropriations were received for such purpose, without any termination fee or other liability whatsoever to the Licensor. If funds for the Licensor's obligations under this License are not appropriated, then the Licensor shall vacate the Licensed Premises prior to the beginning of the Licensor's next fiscal year.

(b) It is agreed by both the Licensee and the Licensor that, notwithstanding any provisions in this License to the contrary, this Section 17 shall supersede any and all obligations imposed by any other provision of this License or Exhibits hereof. No subsequent Amendment of, or Addendum to, this License shall compromise the full legal implication of this Section 17 between the parties hereto or their respective successors or assigns.

18. Role of the Licensor/Licensor Decisions; No Waiver. The Licensee hereby acknowledges that the Licensor has entered into this License in its role as licensor under this License and not as a governing authority. Accordingly, the Licensor's execution of this License shall neither constitute nor be deemed to be governmental approval for any actions or interests contemplated herein, including without limitation, for the construction and occupancy of the Licensed Premises, or for any other governmental approval or consent required to be obtained by the Licensee. Whenever in this License the Licensor is required to join in, consent, give its approval, or otherwise act under this License, it is understood that such obligations are meant to apply to the Licensor acting in its capacity as a licensor and not in its capacity as a governing authority. Further, the Licensee hereby acknowledges that any and all decisions, determinations, consents, notifications or any other actions taken or to be taken by the Licensor pursuant to this License, whether or not specifically contemplated hereunder, may be taken by the County Manager or by another Arlington County official or body pursuant to any means, mechanism or process as determined by Arlington County in its sole discretion, and the Licensee shall have no right to question or challenge the propriety, authority or legality of any such Arlington County official or body, or means, mechanism or process by which any such decision, determination, consent, notification, or other action is taken or to be taken hereunder by the Licensor. Notwithstanding the foregoing, nothing in this License shall be construed to waive any of the Licensor's powers, rights or obligations as a governing authority or local governing body, whether or not affecting the Building or Licensed Premises, including, but not limited to its police power, right to grant or deny permits, right to collect taxes or other fees, or any other power, right or obligation whatsoever.

19. No Waiver of Sovereign Immunity by the Licensor. Notwithstanding any other provisions of this License to the contrary, nothing in this License nor any action taken by the Licensor pursuant to this License nor any document which arises out of this License shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Licensor, or of its elected and appointed officials, officers and employees.

20. No Rights in Third Parties. The parties hereto mutually agree that no provision of this License shall create in the public, or in any person or entity other than those signing this License as parties hereto, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this License or otherwise.

21. No Indemnification or Hold Harmless. Notwithstanding any other term or provision of this License to the contrary, the Licensor shall have no obligation to explicitly or implicitly indemnify or hold harmless the Licensee or any third party or parties from any liability whatsoever.

22. Entire Agreement/Applicable Law/Proper Venue and Enforcement. This License contains the entire agreement of the parties hereto with respect to the subject matter hereof. All representations, inducements, or agreements, oral or otherwise, between the parties not contained in this License shall be of no force and effect. This License shall not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the Licensor and the Licensee. This License shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. The parties hereto agree that all disputes arising hereunder shall be brought in the Circuit Court of Arlington County, Virginia, which shall be the proper forum for any dispute arising hereunder, and in no other courts. In the event of any dispute arising from the Licensee's default in the performance hereunder, or any other covenant, condition or obligation hereunder, the Licensee shall be obligated to pay the Licensor for all court costs and reasonable attorneys' fees incurred by the Licensor to enforce or defend its rights hereunder or at law.

23. Landlord and County Board Consent.

(a) Notwithstanding any provision in this License to the contrary, the Licensee acknowledges and agrees that this License is contingent upon, and shall not be effective until, the Landlord consents hereto in writing, if such consent is required and applicable. The Licensee shall pay, on the License Commencement Date, any fee or charge required by the Landlord in connection with obtaining the Landlord's consent to this License. Either the Licensor or the Licensee may terminate this License by written notice to the other if the Landlord has not granted its consent within thirty (30) days after the date that the Licensor executes this License.

(b) Additionally, this License shall not become effective unless and until the Licensee executes this License, the Landlord approves this License, the County Board approves this License, and it is executed on behalf of the Licensor. If this License is not approved by the County Board, then no liability whatsoever shall accrue to the Licensor or the

Licensee, and the Licensor and the Licensee shall have no obligations whatsoever to each other.

24. The Licensee's Trading Name. The Licensee hereby represents and warrants to the Licensor that the Licensee is a legally established, cognizable entity.

25. Incorporation of Recitals. The foregoing recitals are fully incorporated into this License by this reference.

IN WITNESS WHEREOF, the Licensor and the Licensee have caused this License to be executed and delivered as their respective acts, intending to be legally bound by its terms.

**LICENSOR:**

**THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA, a body public**

By: \_\_\_\_\_ (seal)

Name: \_\_\_\_\_

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

**LICENSEE:**

**FIRST TRANSIT, INC.,** an Delaware corporation authorized to do business in Virginia

By:  \_\_\_\_\_ (seal)

Name: Rick Dunnum

Title: Senior VICE President

9/29/09

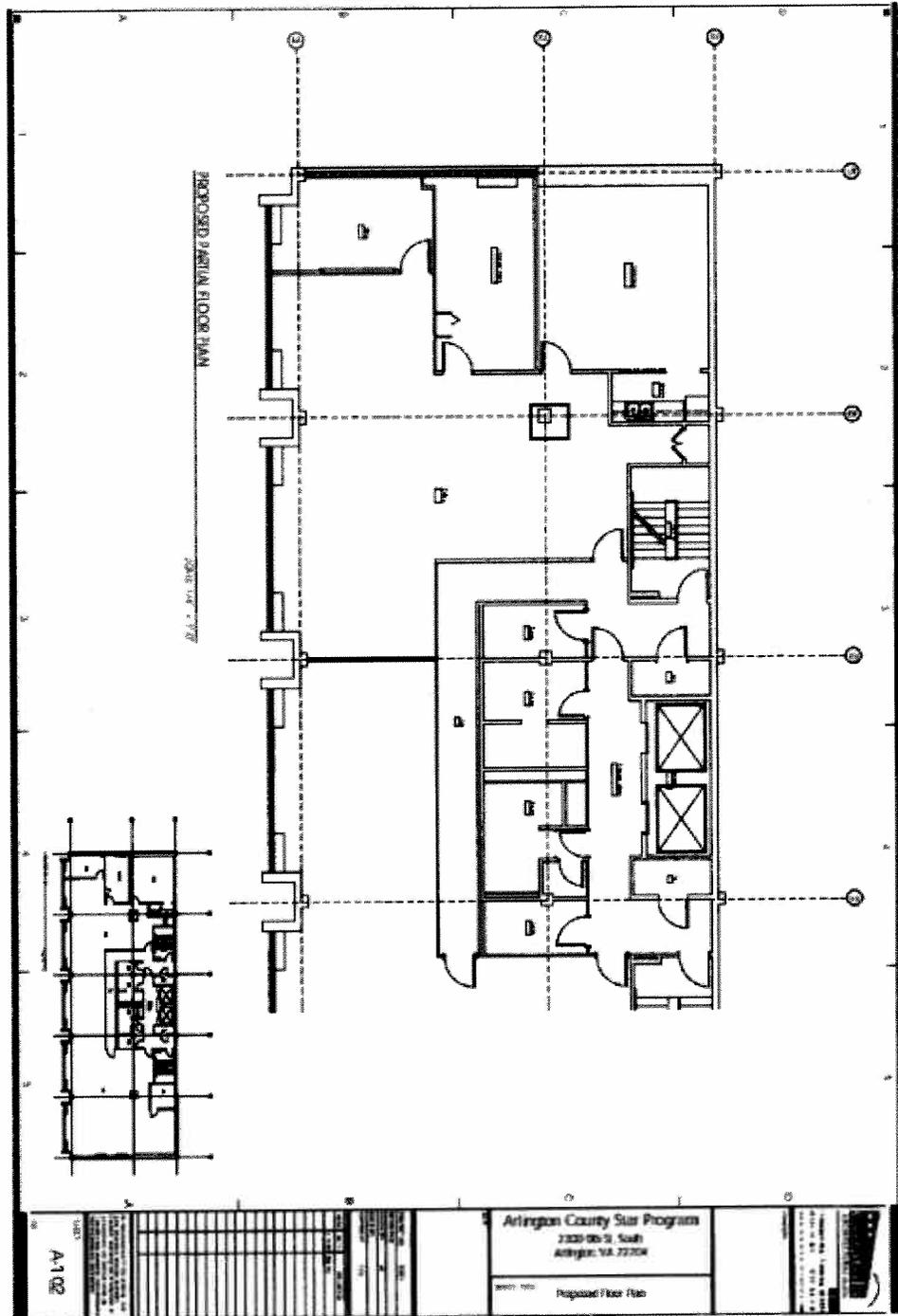
Approved as to form:

\_\_\_\_\_  
County Attorney

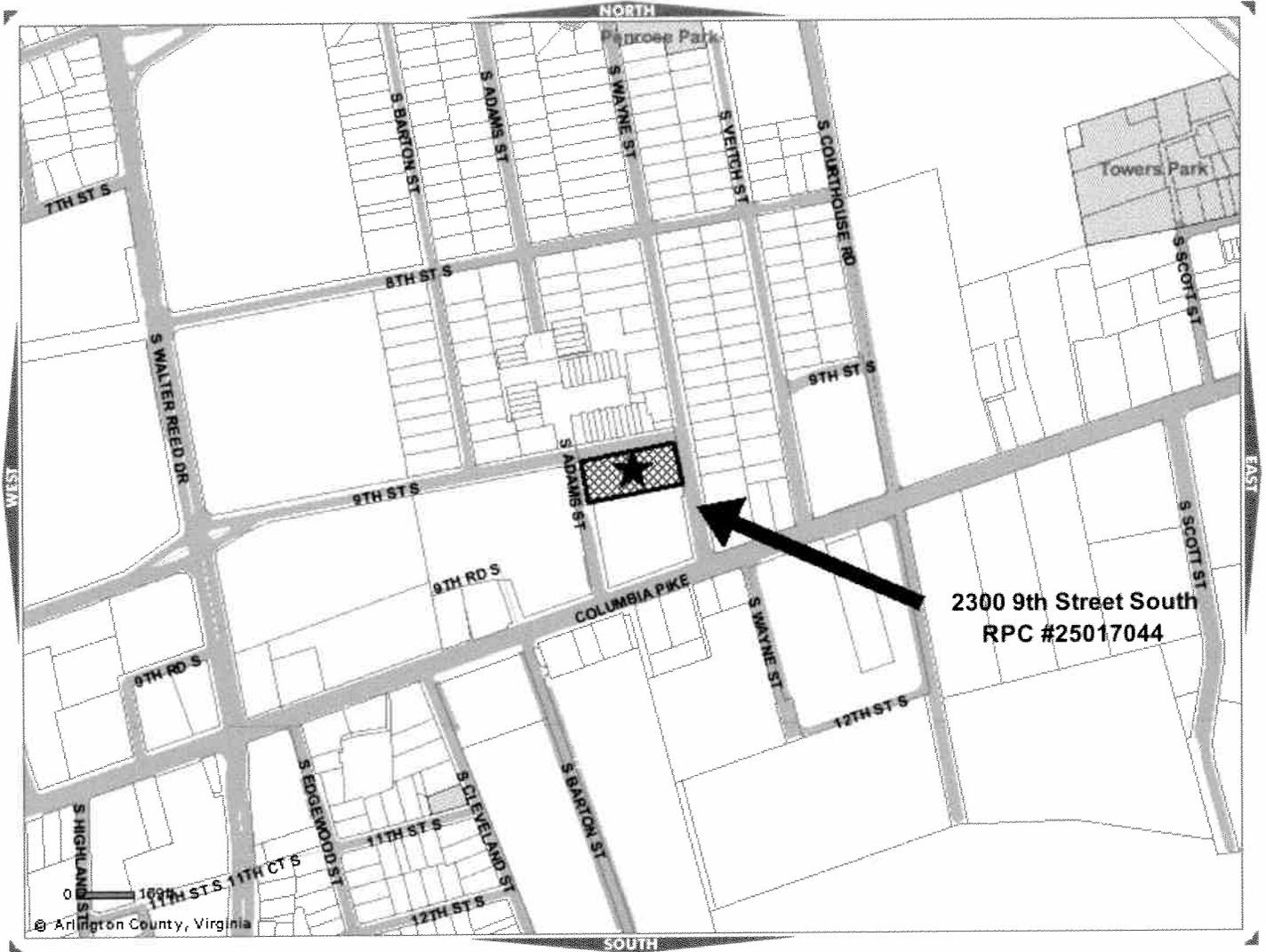
**EXHIBIT A**

**SEE DEED OF LEASE ATTACHED TO THIS REPORT AS  
“ATTACHMENT A”**

**EXHIBIT B**



**EXHIBIT C**  
**VICINITY MAP**



Approval of a Deed of Lease  
and  
Approval of a License Agreement  
for 2,010 Square Feet of Space in a Portion of a Building Located at 2300 9th  
Street South, Arlington, Virginia  
(RPC #25017044)

**October 24, 2009**