

DEED OF LEASE

BETWEEN

ARLINGTON SCHOOL BOARD

AND

THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA

Location:

Westover Library and Reed School
1644 McKinley Road
Arlington, Virginia 22205

Deed of Lease

This Deed of Lease (the "Lease") is made this _____ day of _____, 2008 between **ARLINGTON SCHOOL BOARD**, a body corporate (hereinafter referred to as "Landlord" or "School Board"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate (hereinafter referred to as "Tenant" or "County")(the Parties are jointly referred to herein as the "Parties").

RECITALS

WHEREAS, Landlord is the owner of that certain property located at 1644 McKinley Road, Arlington, Virginia, 22205, RPC #10022030, and further described on Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, the Parties entered in a Memorandum of Understanding dated May 12, 2006, a copy of which is attached as Exhibit B, in which the Parties provided for the development and construction of a joint use facility on the Property, as hereinafter described, being referred to herein as the "Building";

WHEREAS, the Parties recognize the permanent relationship between the School Board and the County;

WHEREAS, the Building to be constructed by Landlord is as shown on the construction drawings entitled The Reed School/Westover Library Bid Set dated January 11, 2008, prepared by cox graae + spack architects, a portion of which is attached hereto as Exhibit C (the "Plans"), and shall include alterations, additions, common areas, improvements, and restorations or replacements;

WHEREAS, by this Lease, the Landlord desires to lease a portion of the Building to Tenant for the purposes provided in this Lease, together with non-exclusive use, on a first come, first served basis of a portion of the parking areas ("Parking Areas");

WHEREAS, the Parties mutually understand that the Tenant intends to demolish the former library building, clear the site, and provide for future use of the resulting open space, not inconsistent with Landlord's needs and requirements;

WHEREAS, the Parties desire to equitably divide the costs, duties, and responsibilities associated with the combined use of the Premises, as hereinafter provided;

WITNESSETH:

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SPECIFIC PROVISIONS

1.1 GRANT OF LEASE; PREMISES; PROJECT; COMMON AREAS.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and upon the conditions hereinafter provided, the Library (as defined below and sometimes referred to herein as the "Premises"), along with a non-exclusive license to use the Common Areas (as defined below) as further set forth below and in Section 3.4 of this Lease.

The Building consists of approximately sixteen thousand (16,000) square feet of space located on the ground floor of the Building, designated as Westover Branch Library ("Library") and forty five thousand (45,000) square feet of space designated as Reed School ("School"), including approximately five thousand nine hundred (5,900) square feet of space known as "Common Area", portions of which are under Tenant control and portions of which are under Landlord control, all as depicted on Exhibits D-1 and D-2 attached hereto and more fully described in Section 3.4 herein. The words "Common Areas controlled by Tenant" or "Common Areas under the control of Tenant" as used in this Lease shall mean the Library, the Library Meeting Room, the Rear Green Space, the Plaza Area, and the Games Courts as such terms are further described in Section 3.4 hereof. The words "Common Areas controlled by Landlord" or "Common Areas under the control of Landlord" as used in this Lease shall mean the School, the School Multipurpose Room, the Shared Hallway/ Entrances, the Playgrounds, and the Parking Areas, as such terms are further described in Section 3.4 hereof.

The Library, School, Common Area and Parking Areas, collectively referred to herein as the "Project", are shown on the plans attached hereto and made a part hereof as Exhibits D-1 through D-3. The Project has an address of 1644 McKinley Road, Arlington, Virginia 22205.

1.2 TERM

(a) Term/Commencement. The initial term (the "Initial Term") of this Lease shall commence on the date of issuance of a temporary or permanent occupancy permit covering the Library, whichever occurs first (the "Commencement Date"), and shall expire at 12:00 midnight Thirty (30) years after the Commencement Date, unless sooner terminated or extended in accordance with the provisions of this Lease.

(b) Delivery. Landlord shall deliver to Tenant the Premises with all improvements and construction to the Premises and the Project completed in accordance with the Plans on the Commencement Date. When Tenant accepts possession of the Premises, Landlord and Tenant shall execute the "Confirmation as to Commencement Date and Acceptance of Possession of Premises," attached hereto as Exhibit G, which shall confirm the Commencement Date.

1.3 RIGHT TO EXTEND AND RENEW

(a) Renewal Term. So long as Tenant is not in default under the terms of this Lease beyond any applicable notice and cure period, this Lease shall automatically be renewed for additional five (5) year periods at no additional cost, beginning at the expiration of the Initial Term (each renewal period shall hereinafter be referred to as the "Renewal Term"), unless Tenant gives Notice of its intention not to renew to Landlord at least one hundred-eighty (180) days prior to the expiration of the Term, as hereinafter defined. The Renewal Term shall automatically commence on the day following the Initial Term expiration date in effect immediately prior to such Renewal Term and all the terms and conditions of the Lease shall continue to apply as if the Initial Term had originally included such Renewal Term. The Initial Term and the Renewal Term are collectively referred to as the "Term." The date the Term ends is referred to as "Expiration Date." Notwithstanding the foregoing, the Term shall not, in any event, exceed seventy-five (75) years.

1.4 TENANT'S HOLDOVER

If Tenant continues to remain in the Premises after the expiration of the Initial Term and, any applicable Renewal Term, then Tenant shall, by virtue of said holdover agreement, become a tenant

from month-to-month, commencing said monthly tenancy with the first day next following the end of the applicable Term. All other terms and conditions of this Lease shall apply to any holdover period(s). In the event of such a holdover, Tenant shall give to Landlord at least thirty (30) days written notice of any intention to quit the Premises. Tenant shall be entitled to thirty (30) days written notice from Landlord to quit the Premises.

1.5 STANDARD BUILDING OPERATING DAYS AND HOURS

The initial standard Library operating days and hours, are as follows: 9:00 a.m. to 9:00 p.m. Monday – Friday, from 9:00 a.m. to 6:00 p.m. on Saturdays, and from 12:00 p.m. to 9:00 p.m. Sunday (exclusive of legal public holidays recognized as work holidays by the Arlington County government). The standard Library operating days and hours may be changed from time to time by Tenant upon written notice to Landlord, as provided in Section 1.7. The standard School operating days and hours, are as follows: 7:00 a.m. to 6:00 p.m. on Monday – Friday, (exclusive of legal public holidays recognized as work holidays by the Arlington County Public Schools). Notwithstanding the foregoing, nothing in this paragraph shall be deemed to impose an obligation upon Tenant or Landlord to remain open and operating at any time.

1.6 USE OF PROJECT

The Project is located on the Landlord's property and, as such, is subject to the special regulations and policies governing School Board owned property as described in state law and School Board Policy.

(a) Library. Tenant shall have use of the ground floor of the Library twenty-four (24) hours per day, seven (7) days a week. Tenant shall not have use of the second floor above the Library, which shall remain under the control and use of Landlord. Tenant shall use the Library for library and community programs, general office and accessory uses thereto, including without limitation, for government offices, library programs, administration and related purposes, meetings and events with the County Board and other public officials, public employees, and citizens, for storage of property owned by the Tenant and/or others, or, in the possession of the Tenant, the County and/or departments thereof, and for a public gathering establishment such as coffee shop or similar amenity as permitted by Section 4.1 hereof. Tenant shall use a portion of the Parking Areas of the Project as vehicular parking for Tenant, Tenant's Permitted Subtenants (as defined in Section 4.1), employees, visitors and invitees.

(b) School. Landlord shall have use of the School twenty-four (24) hours per day, seven (7) days a week. Landlord shall use the School for educational purposes, administrative offices, teen parenting and child care programs, and other related school and community programs, and for storage of property owned by the Landlord and/or others, or, in the possession of Landlord, the County School Board and/or departments thereof. Landlord shall use a portion of the Parking Areas of the Project as vehicular parking for Landlord, Landlord's permitted subtenants, employees, visitors and invitees.

(c) Common Areas. The areas designated in Exhibit D-1 and D-3 as Common Areas, including the Library Meeting Room, the School Multipurpose Room, the Shared Hallway/Entrances, the Rear Green Space, the Plaza Area, the Games Courts, the Playgrounds, and the Parking Areas, shall be used jointly by the Parties, with the primary maintenance and responsibility as set forth in Section 3.4 herein.

1.7 NOTICES

(a) Address for Notices to Tenant, before and after the Commencement Date:

County Manager
Arlington County, VA
2100 Clarendon Boulevard, Suite 302
Arlington, Virginia 22201

with a required copy to: Real Estate Bureau Chief
Arlington County, VA
Department of Environmental Services
Real Estate Bureau
2100 Clarendon Boulevard, Suite 900
Arlington, Virginia 22201

with a required copy to: Department Director
Arlington County, VA
Department of Libraries
2100 Clarendon Boulevard, Suite 406
Arlington, Virginia 22201

and a copy to: Watt, Tieder, Hoffar & Fitzgerald, L.L.P.
8405 Greensboro Drive, Suite 100
McLean, Virginia 22102
Attention: Colin J. Smith, Esq.

(b) Address for Notices to Landlord:

Superintendent
Arlington County School Board
1426 N. Quincy Street
Arlington, VA 22207

with a required copy to: Assistant Superintendent for Facilities and Operations
Arlington County School Board
2770 S. Taylor Street
Arlington, VA 22206

with a required copy to: Assistant Superintendent for Finance
Arlington County School Board
1426 N. Quincy Street
Arlington, VA 22207

(c) Addresses for Notices. All notices required or desired to be given hereunder by either party to the other shall be in writing and personally delivered or given by overnight express delivery service or by certified or registered mail (delivery and/or postage charges prepaid) and addressed as specified in Section 1.7(a) or (b). Either party may, by written notice, designate a new address to which such notices shall be directed.

(d) Effective Date of Notice. Notices personally delivered shall be deemed effective upon delivery; notices sent by certified or registered mail shall be deemed effective upon

the earlier of (i) the date of receipt or rejection by the addressee, or (ii) three (3) days following the date of mailing (excluding Sundays and holidays on which mail is not delivered by the United States Postal Service). Notwithstanding the foregoing, any notice pertaining to a change of address of a party shall be deemed effective only upon receipt or rejection by the party to whom such notice is sent.

1.8 EXHIBITS TO LEASE

- Exhibit A Land Area Diagram
- Exhibit B Memorandum of Understanding dated May 12, 2006
- Exhibit C Reed School/Westover Library Bid Set drawings dated January 11, 2008
- Exhibit D-1 First Floor - Floor Plan and Common Areas
- Exhibit D-2 Second Floor – Floor Plan
- Exhibit D-3 Exterior Common Areas
- Exhibit D-4 Roof Maintenance Diagram
- Exhibit E-1 Library Meeting Room Policy and Guidelines
- Exhibit E-2 Use of School Facilities Policy 40-1.13 and Policy Implementation Procedures which may be modified from time to time.
- Exhibit F Building Rules and Regulations
- Exhibit G Confirmation as to Commencement Date and Acceptance of Possession of Premises

2. GENERAL PROVISIONS

2.1 Payment of Initial Capital Expenses; No Rent. As consideration for this Lease, prior to the Commencement Date, Tenant will have paid to Landlord a significant capital contribution for the design and construction of the Library as described and agreed to in Exhibit B, Memorandum of Understanding dated May 12, 2006. Therefore, there shall be no rent due and payable from Tenant to Landlord during the Term of this Lease, including any extensions or renewals thereto.

2.2 Intentionally Deleted.

2.3 Real Estate Taxes. Tenant shall not be responsible for payment of any real estate taxes for the Premises, or any portion of the Project.

3. MAINTENANCE AND REPAIRS

3.1 Tenant's Obligations.

(a) Library Facility. Tenant shall be responsible for the comprehensive maintenance, and repair requirements of the Library and the Common Areas under the control of the Tenant. Tenant shall be responsible for repair and maintenance of the Library, and shall be responsible for risk management requirements, utility costs, repair and replacement of library equipment, supplying all library material and staffing and capital improvement needs, including maintenance and replacement of the building envelope and roof areas of the Library designated in Exhibit D-4, Roof Maintenance Diagram. Tenant shall provide the support and maintenance of its dedicated HVAC

and plumbing and electrical systems, building envelope expenses, interior/exterior finishes, flooring, keys, doors, locks and hardware, signage, fire extinguishers, security system, custodial services, pest control, window cleaning, interior lighting, attached exterior lights, emergency boarding services, appliances, and all other general facility needs for the Library and the Common Areas under the control of Tenant. Tenant shall provide maintenance, and repair services for the Plaza Area on the east side of the facility, Plaza Area lot lights and those walk ways which directly serve the Library. Tenant is responsible for directly contracting with and paying, in Tenant's own name, for pest control services for the Library and the Common Areas under the control of the Tenant. Tenant shall coordinate scheduling of pest control services with Landlord so that treatments occur as nearly simultaneously as possible.

(b) Ground's Maintenance. Tenant shall be responsible for all grounds maintenance for the area surrounding the Library and the Common Areas under the control of Tenant. Grounds maintenance shall include grass cutting, tree maintenance, leaf collection, litter collection, flowerbed design and maintenance, general landscaping maintenance, and other duties generally performed by the Tenant at other County facilities or reasonably requested of the Tenant by Landlord.

(c) Additional Maintenance Responsibilities. Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of the federal, state, county, municipal and local governments, departments, commissions, agencies and boards regarding the collection, sorting, separation and recycling of trash in the Library. Tenant shall sort and separate its trash into such categories as are provided by law. Each separately sorted category of trash shall be placed by Tenant in separate designated receptacles shared with Landlord.

(i) Recycling Service. Tenant shall be responsible, at its sole cost and expense, for recycling collection service for both the Library and the School, without contribution from Landlord.

(ii) Snow Removal. Tenant shall be responsible, at its sole cost and expense, for the removal of snow from the Plaza Area and from the entrances solely serving the Library, as shown on Exhibit D-3 attached hereto.

3.2 Landlord's Obligations.

(a) School Facility. Landlord shall be responsible for the comprehensive maintenance, and repair requirements of the School and the Common Areas under the control of the Landlord and the second floor of the Library. Landlord shall be responsible for repair and maintenance of the School and the second floor of the Library, and shall be responsible for risk management requirements, utility costs, repair and replacement of school equipment, supplying all school material and staffing, and capital improvement needs, including maintenance and replacement of the building envelope and roof areas of the School designated in Exhibit D-4, Roof Maintenance Diagram. Landlord shall provide the support and maintenance of its dedicated HVAC and plumbing and electrical systems, building envelope expenses, interior/exterior finishes, flooring, keys, doors, locks and hardware, signage, fire extinguishers, fire alarm and sprinkler systems, security system, custodial services, pest control, window cleaning, interior lighting, attached exterior lights, emergency boarding services, appliances, and all other general facility needs for the School, the Common Areas under the control of the Landlord, and the second floor of the Library. Landlord shall provide maintenance and repair services for the Parking Areas, Parking Area lights and those

walk ways which directly serve the School. Landlord is responsible for directly contracting with and paying, in Landlord's own name, for pest control services for the School, the Common Areas under the control of the Landlord, and outdoor Common Areas under the control of Landlord that are located inside of the sidewalks surrounding the Building. Landlord shall coordinate scheduling of pest control services with Tenant so that treatments occur as nearly simultaneously as possible. Notwithstanding the foregoing, Landlord shall be responsible for any repair or maintenance obligations for any portion of the Project which is not specifically designated as Tenant's obligation under Section 3.1(a) above.

(b) Ground's Maintenance. Landlord shall be responsible for all grounds maintenance for the area surrounding the School and the Common Areas under control by Landlord. Grounds maintenance shall include grass cutting, tree maintenance, leaf collection, litter collection, trashcan maintenance and collection, flowerbed design and maintenance, general landscaping maintenance, and other duties generally performed by Landlord at other school facilities, or reasonably requested of the Landlord by Tenant. Notwithstanding the foregoing, Landlord shall be responsible for grounds maintenance obligations for any portion of the Project which is not specifically designated as Tenant's obligation under Section 3.1(b) above.

(c) Additional Maintenance Responsibilities. Landlord covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of the federal, state, county, municipal and local governments, departments, commissions, agencies and boards regarding the collection, sorting, separation and recycling of trash for the School. Landlord shall sort and separate its trash into such categories as are provided by law. Each separately sorted category of trash shall be placed by Landlord in separate designated receptacles shared with Tenant.

(i) Trash Service. Landlord shall be responsible, at its sole cost and expense, for trash collection and dumpster service for both the School and the Library, without contribution from Tenant. Landlord covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of the federal, state, county, municipal and local governments, departments, commissions, agencies and boards regarding the collection, sorting, separation and recycling of trash.

(ii) Snow Removal. Landlord shall be responsible for the removal of snow from the bus unloading area ("Bus Unloading Area"), the Parking Areas and all the walkways serving the Building and Project, as shown on Exhibit D-3, attached hereto. Notwithstanding the foregoing, Landlord shall be responsible for snow removal obligations for any portion of the Project which is not specifically designated as Tenant's obligation under Section 3.1(c)(ii) above

3.3 Maintenance and Repair of Shared Systems. Landlord shall maintain and repair, and perform all routine and scheduled maintenance of shared systems of the Project including, but not limited to the fire alarm and sprinkler systems, domestic water booster pumps, incoming electrical switchgear and related equipment ("Shared Systems"). Landlord and Tenant shall coordinate scheduling of routine maintenance and repair of Shared Systems for a mutually agreeable time. Tenant shall pay to Landlord, within thirty (30) days after written demand therefore, accompanied by a copy of the invoice or bill associated therewith, Tenant's Proportionate Share of the costs of the repair and maintenance of the Shared Systems. "Tenant's Proportionate Share" shall mean twenty-six percent (26%). In the event emergency repairs are required to be made to a Shared System, Tenant shall have the right to make such repairs, and Landlord shall reimburse Tenant for

Landlord's Proportionate Share of the cost of the repairs paid by Tenant. "Landlord's Proportionate Share" shall mean seventy-four percent (74%).

3.4 Management and Maintenance Coordination of Common Area. Landlord and Tenant shall each designate on-site program managers ("Program Managers") to administer the respective programs and to make daily management decisions. To achieve a sharing of resources, the Program Managers shall meet regularly, keep the other organization informed of its plans, and seek to cooperate with one another to accommodate School and Library activities with the maximum amount of flexibility. The Program Managers shall coordinate diverse educational programs, library programs and community use of the facility in an effort to achieve optimal use of the facility and minimize facility use conflicts. The Program Managers may be changed from time to time upon written notice to the other Party as provided in Section 1.7. Both County and School staff that administer the facilities shall work in the spirit of collaboration with a willingness to cooperate and share resources as practical.

(a) Library Meeting Room. The Tenant is responsible for the library meeting room ("Library Meeting Room") and has priority use of the space for Library sponsored programs. The Tenant may grant access to the Library Meeting Room for School and community functions depending upon availability. Library staff will maintain the booking schedule for use of this room. All groups, both public and School groups, are subject to the Library Meeting Room Policy and Procedures, attached hereto as Exhibit E-1, for use of the Library Meeting Room. Maintenance and building access to Common Areas after hours must be arranged beforehand. Library staff will be responsible for communicating to Tenant's custodial staff the required set-ups for this space. Tenant shall ensure that a janitor or Library staff member is on-site at all times that the Library Meeting Room is being used. Tenant is responsible for the furnishings and technology in this room. Tenant will purchase needed (as determined by Tenant) equipment, maintain the technology equipment and provide a listening system for the hearing impaired. Tenant shall be responsible for cleaning the Library Meeting Room and the adjacent public restrooms, along with providing lavatory supplies for the restroom.

(b) School Multipurpose Room. Landlord is responsible for the school multipurpose room ("School Multipurpose Room") and has priority use of the space for School sponsored programs. Landlord's staff may grant access to the School Multipurpose Room for Library and community functions depending upon availability. School staff will maintain the booking schedule for use of this room. All groups, both public and Library groups, are subject to the Use of School Property Policy and Procedures, attached hereto as Exhibit E-2, for use of School Multipurpose Room. Maintenance and building access to Common Areas after hours must be arranged beforehand. School staff will be responsible for communicating to Landlord's custodial staff the required set-ups for this space. Landlord shall ensure that a custodian or School staff member is on-site at all times that the School Multipurpose Room is being used. The Landlord is responsible for the furnishings and technology in this room. Landlord will purchase needed (as determined by Landlord) equipment, maintain the technology equipment and provide a listening system for the hearing impaired. Landlord shall be responsible for cleaning the School Multipurpose Room and the adjacent public restrooms, along with providing lavatory supplies for the restroom.

(c) Shared Hallway/Entrances. The main hallway running from the east entrance to the west entrance of the combined facility dividing the School from the Library is designated a Common Area under the control of Landlord.

(d) Rear Green Space. The green space on the west side of the Library (“Green Space”) is designated as a Common Area under the control of the Tenant. The Tenant is responsible for scheduling any public programs held in the outside lawn/patio area in the rear. This area will not be accessible through the Library Reading Room entrance.

(e) Plaza Area. The Plaza Area on the east side of the Library is designated as a Common Area under the control of the Tenant. Tenant’s staff is responsible for scheduling any public programs held in the Plaza Area.

(f) Games Courts. The games courts (“Games Courts”) on the open space between the School and the former library parcel is designated as a Common Area under the control of the Tenant.

(g) Playgrounds. The playground, enclosed and designed for young children, on the open space immediately adjacent to the School (“Playground No. 1”) is designated as Common Area under the control of the Landlord. During time periods when School is not in session, Playground No. 1 shall be open for public use. The additional playground, for use by the general public, located in the northwestern section of the Property (“Playground No. 2”), is designated as Common Area under the control of the Landlord. Playground No. 2 shall be open for public use at all times.

(h) Parking Areas. The Parking Areas are designated as Common Area under the control of the Landlord. The Landlord will manage the Parking Areas serving the combined facility, and the Parking Areas will be operated on a first come, first served basis.

The Common Areas referred to in Section 3.4 are more particularly shown on the diagrams attached hereto as Exhibits D-1 and D-3.

3.5 Standard of Maintenance. All maintenance and repairs shall be completed in accordance with standard management practices of Arlington County and Arlington Public Schools in their respective areas.

4. RIGHT TO SUBLET OR LICENSE

4.1 Sublet or License. Subject to Landlord’s prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, Tenant may sublet or license a portion of the Library, not to exceed 10% of the floor area to a commercial vendor at any time during the term for the purpose of providing a public gathering establishment, such as a coffee shop or similar amenity (“Permitted Subtenant”). Tenant shall not be obligated to share any revenue received by Tenant from the use of the Library by such Permitted Subtenant. All Permitted Subtenants of the Library and this Lease shall be subject to the provisions of this Lease. Any transfer of this Lease or the Premises, or any transfer of any interest in Tenant pursuant to this Section 4.1, without the prior written consent of Landlord pursuant to this Section 4.1 shall be void. By taking a transfer of this Lease by transfer of interest in Tenant, or by any other manner described in this Section 4.1, or otherwise with Landlord's consent to the transfer, the transferee shall be bound by all provisions of this Lease, which shall be binding upon the transferee as if the transferee had signed this Lease in lieu of the original Tenant named herein. This provision shall not be interpreted to convey a right to use a major portion of the Premises for other than the uses as set forth under Section 1.6(a) of this Lease.

4.2 Tenant Liability. In the event of any subletting of any portion of the Premises, Tenant shall remain liable to Landlord for all covenants and conditions contained herein.

4.3 Reasonable Standards. Tenant shall apply any or all of the following reasonable criteria in selecting a potential subtenant:

- (a) The potential subtenant must be reasonably acceptable to Landlord;
- (b) Use of the Premises by the proposed subtenant must be permitted by this Lease;
- (c) Use of the Premises by the proposed subtenant shall not violate or create any potential violation of any laws;
- (d) Tenant and Subtenant, if any, shall comply with Landlord's policies regarding the use of School Board owned property or the provision of services thereon not inconsistent with the terms of this Lease.

4.4 Other Transfers. Notwithstanding anything herein to the contrary, Tenant and Landlord shall not pledge, assign, transfer, encumber or otherwise convey its interest in the Project conditionally or as security for any obligations of Tenant to any third party, or otherwise. Any such transfer in violation of this provision shall be void.

4.5 Rights on Default. In the event Tenant defaults under this Lease beyond applicable notice and cure periods, in addition to the rights and remedies of Landlord outlined in Section 10, Landlord, at its option, may elect to recognize any sublease between Tenant and any Permitted Subtenant, or any agreement by which Tenant has granted any leasehold estate or interest in the Premises, as a direct lease or agreement between Landlord and such Permitted Subtenant or other grantee, upon written notice to Tenant and such Permitted Subtenant, subtenant or other grantee, without releasing or affecting the liability of Tenant to Landlord under this Lease, and Tenant shall be deemed to have assigned its interest in such sublease or other agreement to Landlord (without the need for executing any further documentation evidencing same) and such Permitted Subtenant, subtenant or other grantee shall attorn to and recognize the rights of Landlord under such sublease or other agreement, as the case may be. Notwithstanding Tenant's consent or acquiescence in the termination of this Lease and/or Tenant's voluntary surrender of the Premises (or any portion thereof), Landlord may consider any sublease or other agreement transferring a leasehold estate or interest in the Premises, and/or any right to use or possess the Premises (or any portion thereof) by any Permitted Subtenant or subtenant or other grantee, terminated as of the date Landlord terminates this Lease and/or Tenant's right to possession of the Premises, it being the intention of the Parties that any leasehold estate or other interest in the Premises shall be subject to the terms and conditions of this Lease, including all rights and remedies of Landlord outlined herein, notwithstanding anything to the contrary contained in such sublease or other agreement.

5. SERVICES AND UTILITIES

5.1 Building Standard Services and Utilities. The Library and Common Areas under Tenant's control, and School and Common Areas under Landlord's control are separately sub-metered for electricity, gas and water/sewer ("Sub-meters") to determine and record actual utility usage by the respective Parties. Landlord is responsible for directly contracting with and paying, in Landlord's own name, electrical, gas, and water/sewer utility providers for supplying the Project, with electrical, gas and water/sewer service. Landlord shall provide Tenant with copies of monthly or quarterly statements, as applicable, from the utility providers, and shall bill Tenant quarterly for

its use as reflected on utility bills as determined by the Sub-meter applicable to the Library and Common Areas under Tenant's control.

Tenant hereby agrees to provide janitorial services for the Library and Common Areas under the control of the Tenant in accordance with the performance standard and maintenance specifications set forth in Section 3.5. Landlord hereby agrees to provide janitorial services for the School and Common Areas under the control of the Landlord in accordance with the performance standard and maintenance specifications set forth in Section 3.5. Landlord and Tenant shall cooperate to ensure timing flexibility as to the performance of janitorial services in order to avoid disruption to after-hours functions in the Project. Tenant further agrees to furnish heating and cooling to the Library and Common Areas under control of Tenant during the appropriate seasons of the year, between the hours and on the days set forth in Section 1.5. Landlord further agrees to furnish heating and cooling to the School and Common Areas under control of Landlord during the appropriate seasons of the year, between the hours and on the days set forth in Section 1.5. During such time periods, the Landlord and Tenant shall maintain an indoor air temperature of no more than 76 degrees Fahrenheit and of no less than 70 degrees Fahrenheit.

5.2 Failure to Provide Services and Utilities. Neither Landlord nor Tenant shall be liable to the other party for failure to furnish, or for suspension or delay in furnishing, any of such services if such failure, suspension or delay is caused by breakdown, maintenance or repair work, strike, riot, civil commotion, governmental regulations, emergency periods due to weather or any other cause or reason whatever beyond the reasonable control of such party.

5.3 Roof and Auxiliary Spaces. Notwithstanding any provision contained in this Lease to the contrary, Landlord agrees that Tenant, without an additional written agreement, shall have access to the roof of the Library to use, repair and maintain the roof of the Library, at Tenant's expense. Subject to applicable zoning ordinances or any necessary governmental approvals regarding the exact location and method of installation of any such equipment, Tenant shall have the right to install any antenna(e), satellite dish(es) and/or Photovoltaic demonstration system, with a capability of up to 20 KVA ("PV System"), as Tenant may require from time to time for its exclusive internal use. If Tenant elects to install a PV System, Tenant will be responsible for all costs of roofing and PV System equipment. If Tenant installs a PV System, Tenant will install such equipment as may be sufficient to Landlord's reasonable satisfaction, which equipment shall monitor the net amount of electrical power from the electric utility consumed by Tenant. Any performance or monitoring issues impacting the total amount of electrical consumption by the Library from the operation of the PV system will be resolved by mutual agreement between the Landlord and Tenant should they develop during operation of the PV system. Subsequent to the installation of Tenant's equipment, Landlord shall not, and shall not permit its agents, tenants or licensees to, install new equipment on or about the Library without Tenant's prior written consent, which such consent shall not be unreasonably withheld. Landlord shall not permit the installation of any equipment likely to cause interference with Tenant's installed antenna(e), dish(es), PV System, and/or Tenant's operations. In the event interference occurs, Landlord agrees to take all reasonable steps necessary to eliminate such interference, within a reasonable time period. Tenant and Tenant's providers of telecommunications services, including, but not limited to cable television shall also be provided without charge access to and use of sufficient conduit space and related equipment closets to accommodate all of Tenant's telecommunications, roof equipment, cable television and computer requirements in the Premises. Tenant agrees to adhere to Landlord's roof warranty. In addition,

Tenant shall be responsible for the removal of any said antenna(e) and/or satellite dish(es) at the end of the Term.

6. USE AND UPKEEP OF PREMISES

6.1 Use. Tenant shall use and occupy the Premises for one or more of the purposes specified in Section 1.6 and shall comply, and cause its employees, agents and contractors to comply, with all applicable federal, state and local laws, statutes, ordinances and regulations, including, but not limited to, the ADA, and smoking regulations. Tenant shall require its employees, agents and contractors to meet the personnel standards required by the School Board, in effect at the time of retaining such employee, agent or contractor. Landlord shall use and occupy the School and the remainder of the Project for one or more of the purposes specified in Section 1.6 and shall comply, and cause its employees, agents and contractors to comply, with all applicable federal, state and local laws, statutes, or ordinances and regulations, including but not limited to, the ADA, and smoking regulations. Any material variation or deviation from the specific use expressly set forth in Section 1.6 shall be deemed a default of this Lease.

6.2 Services Contracts. All services contracts will include language certifying that the contractor and the contractor's employees or sub-contractors who will be in the presence of students during the performance of the contract (i) have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether the individual(s) have been convicted of a crime of moral turpitude. The certification language will be included even if the contract does not, on its face, involve services with or to students. Contracts for goods need not include such language unless delivery personnel may come into contact with students.

6.3 Illegal and Prohibited Uses. Tenant will not use or permit the Premises or any part thereof to be used for any unlawful or extra hazardous purpose and will not manufacture anything therein. Landlord hereby acknowledges that Tenant's proposed use and occupancy of the Premises under this proposed Lease is in full compliance with the terms of this Section 6.3. Landlord will not use or permit the Project or any part thereof to be used for any unlawful or extra hazardous purpose and will not manufacture anything therein. Tenant hereby acknowledges that Landlord's proposed use and occupancy of the Project under this proposed Lease is in full compliance with the terms of this Section 6.2.

6.4 Insurance Rating. Tenant will not do or permit anything to be done in the Premises, the Building or the Common Areas or bring or keep anything therein which shall in any way increase the rate of fire or other insurance on said Building, or on the property kept therein, or conflict (or permit any condition to exist which would conflict) with applicable fire laws or regulations, or with any insurance policy upon said Building or any part thereof, or with any statute, rules or regulations enacted or established by any appropriate governmental authority. Tenant shall be responsible for any increase in insurance costs with respect to the Library if the increases were directly caused by its actions or failure to act. Landlord hereby acknowledges that Tenant's use and occupancy of the Premises will not increase the rate of fire or other insurance or conflict with any laws as aforesaid.

6.5 Alterations.

(a) Alterations Permitted. After delivery by Landlord of the Premises to Tenant, Tenant may make alterations, installations, changes, replacements, repairs, additions or

improvements (collectively, "Alterations") in or to the Library and those portions of the Common Areas under Tenant's control, including the roof, water system, plumbing system, heating system, ventilating system, air-conditioning system, supply, return or control systems, data system(s), or the electrical system of the Library (collectively, the "Library Systems"), and install an air-conditioning unit, engine, boiler, generator, machinery, heating unit, stove, ventilator, radiator or any other similar apparatus without Landlord's consent. Tenant may also make any non-structural, non-Library System or cosmetic alterations, changes, replacements, repairs, additions or improvements in or to the Premises or any part thereof, and install systems furniture without the prior written consent of Landlord ("Permitted Alterations"). Tenant shall, however, provide Landlord with prior written notice of Tenant's plan to perform Alterations that are not Permitted Alterations. Such Alterations or Permitted Alterations shall be at the sole cost of the Tenant.

(b) Alteration Requirements. Tenant's Alterations may be done by independent duly qualified, licensed and bonded contractors or by the County's Facilities Management Bureau, at Tenant's discretion, in accordance with all applicable laws, codes, ordinances, rules and regulations, and Tenant shall obtain at its cost any required permits, licenses, registrations, notices, or inspections for performance of its work. Notwithstanding any other term or condition hereof to the contrary, Tenant may perform Permitted Alterations and/or any Alterations, by hiring any contractor selected by Tenant to perform such Alterations pursuant to the applicable provisions of the Virginia Public Procurement Act and the Arlington County Purchasing Resolution, so long as such contractor is licensed and insured in the Commonwealth of Virginia, evidence of which must be provided to Landlord prior to work commencing.

Tenant shall require its employees, agents and contractors to meet the personnel standards required by the School Board, in effect at the time of retaining such employee, agent or contractor. All services contracts will include language certifying that the contractor and the contractor's employees or sub-contractors who will be in the presence of students during the performance of the contract (i) have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether the individual(s) have been convicted of a crime of moral turpitude. The certification language will be included even if the contract does not, on its face, involve services with or to students. Contracts for goods need not include such language unless delivery personnel may come into contact with students.

(c) Compliance with Laws. Landlord represents and warrants that, on the Commencement Date, the Premises and the Project shall be in compliance with or shall be made to comply with the requirements of ADA. As used in this Section 6, "ADA" shall mean the Americans with Disabilities Act of 1991, 42 U.S.C. § 12.101 et seq., as amended, and all regulations applicable thereto promulgated as of the date hereof (collectively, "ADA"). Landlord shall maintain barrier-free accessibility to the School and Common Areas under Landlord control. Tenant shall maintain barrier-free accessibility to the Library and Common Areas under Tenant control. To the best of the Landlord's knowledge and belief, all Common Areas of the Building shall be in compliance with the requirements of ADA after the completion of the construction of the Project.

In the event that during the Term either Landlord or Tenant shall be required by the order or decree of any court, or any other governmental authority, or by law, code or ordinance (including but not limited to the ADA), to repair, alter, remove, reconstruct, or improve any part of the Project, the Premises or of the Building, then the Parties agree to comply with such requirements and each party shall permit the other party to perform such repairs, alterations, removals,

reconstructions, or improvements. Notwithstanding the foregoing, Tenant's obligation for any such requirements shall be limited to such requirements which are applicable to the Premises and the Common Areas under the control of Tenant only; and Landlord's obligation for any such requirement shall be limited to such requirements which are applicable to the remainder of the Project, Building, and Common Areas. Any such repairs, alterations, removals, reconstructions or improvements shall be performed by Landlord in such a manner and at such times so as to minimize any interference to Tenant's use and occupancy of the Premises. Within ten (10) days after receipt, Landlord shall advise Tenant in writing, and provide the Tenant with copies of (as applicable), (i) any notices alleging violation of any law, code or ordinance (including the ADA) relating to any portion of the Project, including the Library and Common Areas under Tenant control, (ii) any claims made or threatened in writing regarding noncompliance with any law, code or ordinance and relating to any portion of the Project, including the Library and Common Areas under Tenant control, or (iii) any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with any law, code or ordinance and relating to any portion of the Project, including the Library and Common Areas under Tenant control. No such order or decree or the compliance required therewith shall have any effect whatsoever on the obligations or covenants of Tenant herein contained so long as Landlord promptly corrects any non-compliance pursuant to the terms of this Section 6.5(d).

Notwithstanding any other term or condition to the contrary contained in this Lease, Landlord and Tenant shall be responsible for compliance with any requirements of any board of fire underwriters or similar body relating to areas of the Project under their respective control (i.e. Landlord - the School and Common Areas under Landlord's control; the Tenant - the Library and Common Areas under Tenant's control) , or any other law, rule, statute, regulation or ordinance of any governmental agency or body having jurisdiction over the Building (collectively, "Laws"). Both Parties hereby covenant and agree to maintain the Common Areas under its control in compliance with all applicable Laws, including but not limited to ADA. Both Parties hereby agree that the other party shall have no responsibility for failure of the portions of the Project outside of its control to comply with applicable Laws, which are in effect after the Commencement Date.

6.6 Rules and Regulations. Tenant shall, and shall obligate that Tenant's employees to faithfully keep, observe and perform the Building Rules and Regulations set forth in Exhibit F attached hereto and made a part hereof, and such reasonable amendments, modifications and additions thereto. Landlord shall, and shall obligate that Landlord's employees to faithfully keep, observe and perform the Building Rules and Regulations set forth in Exhibit F, attached hereto and made a part hereof, and such reasonable amendments, modifications and additions thereto. Any other such rules and regulations shall not interfere with the intended use of the Project and shall in no event be inconsistent with the terms of this Lease. Landlord and Tenant acknowledge that the current Building Rules and Regulations, which are needed for the general well-being, operation and maintenance of the Project and the Building, together with their appurtenances, are reasonable.

6.7 Condition of Premises Upon Surrender. At all times during the Term, Tenant will suffer no waste or injury to the Premises, and Tenant will, at the expiration or other termination of the Term, surrender and deliver up the Premises and any Alterations thereto in good order and condition as delivered to Tenant on the Commencement Date, ordinary wear and tear and, subject to the provisions of Section 9, damage by casualty excepted.

6.8 Tenant Property and Alterations. Except as otherwise provided by Section 3, maintenance and repair of Tenant's Property and any Alterations within or related to the Premises shall be the sole responsibility of Tenant.

6.9 Landlord's Right to Perform Tenant's Duties. In the event that repairs required to be made by Tenant pursuant to this Lease become necessary by reason of Tenant's failure to maintain the Premises in good order and condition and in compliance with all applicable laws, orders and regulations, and such failure constitutes a health and/or safety hazard, upon at least ten (10) days prior written notice, Landlord may, but shall not be obligated to, make such repairs at Tenant's expense. Within thirty (30) days after Landlord renders a bill for the reasonable costs of said repairs, Tenant shall reimburse Landlord for such reasonable costs.

6.10 Tenant's Right to Perform Landlord's Duties. In the event that repairs required to be made by Landlord pursuant to this Lease become necessary by reason of Landlord's failure to maintain the Project in good order and condition and in compliance with all applicable laws, orders and regulations, and such failure constitutes a health and/or safety hazard, upon at least ten (10) days prior written notice, Tenant may, but shall not be obligated to, make such repairs at Landlord's expense. Within thirty (30) days after Tenant renders a bill for the reasonable costs of said repairs, Landlord shall reimburse Tenant for such reasonable costs.

6.11 Signage. The posting of signs in Common Areas, including outdoors signs, shall be in accordance with the signs shown on the Plans, and shall be agreed upon by the Program Managers prior to installation of the signs. Tenant shall have the right to separate signage designating the Library.

7. ACCESS

7.1 Access to Facilities. Landlord and Tenant shall each separately control access to their respective areas and, if practical, the Common Areas under their control. On-site program staff will be allowed access the Common Areas after regular hours of operation. If an event is scheduled, appropriate staff, which may be custodial staff, must be on site. Landlord and Tenant are each responsible for securing and controlling access to the Common Areas within their respective control.

8. LIABILITY

8.1 Tenant's Property. Subject to the terms of Section 8.3, Tenant shall assume all risks to Tenant's Property and Alterations in the Premises, and the Landlord, and their respective agents and employees shall not be liable for any damage to Tenant's Property and Alterations unless caused by the gross negligence or willful misconduct of Landlord.

8.2 Construction on Contiguous Property. Landlord and Landlord's employees shall not be liable for damages, nor shall this Lease be affected, for conditions arising or resulting from construction on contiguous or neighboring properties by third Parties not affiliated in any manner with Landlord, unless due to Landlord's gross negligence or willful misconduct.

8.3 Tenant Insurance.

(a) Liability Insurance. During the Term, Tenant at its sole cost shall maintain commercial general liability insurance and shall further maintain comprehensive automobile liability insurance covering automobiles owned by Tenant. Landlord shall be named as additional insured on purchased insurance policies required by this lease, except for Worker's Compensation and automobile liability insurance. All purchased insurance shall insure Landlord with coverage no less

in scope than that necessary to meet Tenant's obligations outlined in provisions set forth in Sections 8.1 and elsewhere in this Lease.

(b) Property Insurance. During the Term, Tenant at its cost shall maintain fire and extended coverage insurance on all Tenant's Property and any PV System, Alterations or Permitted Alterations, and all other contents of the Premises in an amount sufficient so that no coinsurance penalty will be applied in case of loss.

(c) Policy Requirements. All insurance required under this Lease (including insurance required to be carried by Landlord pursuant to Section 8.4 below) shall be issued by insurance companies authorized to do business in the jurisdiction where the Building is located. Such companies shall have a policyholder rating of at least "A" and be assigned a financial size category of at least "Class X" as rated in the most recent edition of "Best's Key Rating Guide".

(d) 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 its property 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 therefore. Landlord acknowledges that, as of the date of this Lease, Tenant may have a deductible for property insurance, and that such deductible amount is reasonable in light of Tenant's size, status, and applicable market conditions.

(e) Business Interruption. Neither party, nor their employees, shall have any liability or responsibility for any loss, cost, damage or expense arising out of or due to any interruption of business (regardless of the cause therefore), increased or additional cost of operation of other costs or expenses, whether similar or dissimilar, which are capable of being insured against under business interruption insurance, whether or not carried by such party.

(f) Self-Insurance. Notwithstanding anything to the contrary, in order to comply with Section 8.3 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 which would otherwise have been required by a third party insurance carrier.

8.4 Landlord's Insurance. Landlord shall maintain, during the Term of this Lease, property and commercial general liability insurance covering the Building, Project, and Premises for all risks. The property insurance shall include fire and extended coverage insurance, covering all structures and improvements. The commercial general liability insurance shall insure against claims for bodily injury and property damage occurring in or about the Building or Project, and shall provide total coverage of types and amounts commensurate with the insurance coverages maintained for comparable properties. Such insurance may be blanketed with other insurance carried by Landlord so long as such blanketing with other insurance does not reduce the amount of insurance available to pay any claim with respect to the Project or Building. Tenant, its officers, elected and appointed officials, and employees are to be named as additional insureds under all coverages maintained by Landlord hereunder except Workers' Compensation, Professional Liability, and Automobile Liability, and the certificate of insurance, or the certified policy must so state. Coverage afforded under this Section 8.4 shall be primary as respects the Tenant, its elected and appointed officials, agents and employees. Landlord acknowledges that Tenant may pursue claims against

Landlord's insurance company in the event of a casualty in light of Tenant's capital contribution to the costs of the Project in accordance with the Memorandum of Understanding. The following definition of the term "Tenant" applies to all policies issued under the Lease:

“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 corporate created by the County Board of Arlington County, Virginia, or one in which controlling interest is vested in Arlington County; and Arlington County Constitutional Officers.”

All insurance policies required of both Parties hereunder shall be endorsed to include the following provision: “It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to Arlington County, Virginia.” Parties shall provide each other with appropriate certificates of insurance evidencing the coverages required by this Section 8.4 within thirty (30) days after the date of this Lease and thereafter on an annual basis during the Term. Notwithstanding anything to the contrary, in order to comply with this Section or other provisions of this Lease requiring to provide insurance coverage, Landlord shall have the right to self-insure as to all or any portion of the insurance coverage or coverages which would otherwise have been required by a third party insurance carrier.

8.5 Builder's Risk Insurance. During the term of any contract relating to construction work, improvements and subsequent alterations, the Parties shall cause their contractor(s) to maintain in force, at the contractor's own expense, Builder's Risk Insurance on an all risks basis, covering all fixtures, materials, supplies, machinery and equipment to be used in, or incidental to, the construction. The policy shall include an occupancy clause granting occupancy of the project insured for the purpose it was intended and list the Landlord and Tenant as loss payee as their interests appear.

9. DAMAGE

9.1 Fire or Casualty Damage. In the event of damage or destruction of the Premises or a portion thereof by fire or any other casualty, then, except as otherwise provided in Section 9.2, this Lease shall not be terminated, but the Project, including demising partitions and doors, shall be promptly and fully repaired and restored as the case may be by Landlord at its own cost and expense. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, and for such other delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of Landlord. Restoration by Landlord shall not include replacement of Tenant's Property or Alterations performed by Tenant. Tenant shall, at its expense, repair, restore and replace Tenant's Property and all Alterations performed by Tenant. Tenant's restoration, replacement and repair work shall comply with Section 6 hereof and Tenant shall maintain adequate insurance on all such replacements, restoration and property pursuant to Section 8.3. It is agreed that in any of the aforesaid events, this Lease shall continue in full force and effect.

9.2 Untenantability.

(a) Restoration Requirements.

(i) In the event the Premises are substantially or totally destroyed by fire or other casualty so as to be entirely untenable and Landlord's independent architect determines that the restoration of the Premises cannot be completed within one hundred eighty (180) days after the date of the fire or other casualty, then Landlord shall have the unconditional right to cancel this Lease in its sole discretion. If Landlord elects not to cancel this Lease, then Landlord's independent architect shall determine and notify Tenant in writing, within sixty (60) days following the fire or other casualty, of the date by which the Premises can be restored by Landlord in accordance with the provisions of Section 9.1. If the date determined by Landlord's independent architect for completion of restoration of the Premises is more than one hundred eighty (180) days after such fire or other casualty, then Tenant shall have the right, to be exercised by giving written notice to Landlord within ten (10) days following receipt of such notice from Landlord, to cancel and terminate this Lease. In the event the date by which Landlord's independent architect determines it can complete restoration of the Premises as herein provided is less than 180 days following such fire or other casualty, or Tenant fails to terminate this Lease as herein provided following notification from Landlord that completion of restoration will require more than 180 days, then this Lease shall remain in full force and effect and Landlord shall commence restoration of the Premises and the Project to the extent of Landlord's obligations as described in Section 9.1. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, for Landlord to reasonably be able to determine the time necessary for completion of the restoration and for other such delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of Landlord. Any delays as a result of the foregoing shall operate to postpone Landlord's obligation to complete restoration of the Project and Premises by one day for each day of any such delay. Tenant shall commence any restoration to be performed by Tenant as required in Section 9.1 and Tenant shall reoccupy the Premises when restored.

(ii) No compensation, or claim, will be allowed or paid by Landlord, by reason of inconvenience, annoyance, or injury to business, arising from any fire or other casualty suffered by Tenant or the necessity of repairing or restoring the Premises or any portion of the Building.

(b) Casualty Near Expiration of Term, Extension or Renewal. In addition to any other right of Landlord or Tenant to terminate this Lease pursuant to the provisions of this Section 9, in the event the Premises are damaged in whole or in material part by fire or other casualty during the last three (3) months of the Term or extension or renewal thereof, then Landlord or Tenant, upon ten (10) days prior written notice to the other given within sixty (60) days of the date of the fire or casualty, may terminate this Lease; provided, however, Tenant shall have no right to terminate this Lease hereunder if prior to receipt of Tenant's notice Landlord has commenced to repair or restore the Premises. Notwithstanding the foregoing, in the event of a termination of this Lease by Landlord as aforesaid as a result of damage to the Premises, Tenant shall endeavor to vacate the Premises pursuant to a reasonable schedule under all the relevant circumstances and any occupancy of undamaged portions of the Premises by Tenant after the effective date of termination shall be considered to be a consensual holdover under the terms of this Lease so long as Tenant continues to diligently endeavor to vacate such undamaged portions of the Premises.

10. DEFAULTS AND REMEDIES

10.1 Default. If any one or more of the following events occur, said event shall be deemed a "Default" of this Lease:

(a) Tenant's failure to perform or observe any material term, material covenant or material condition of this Lease (excluding any Rule or Regulation contained within Exhibit F or otherwise), and such failure continues for a period of thirty (30) days after Tenant's receipt of a written notice of default from Landlord or such longer period in the event that such default cannot be cured within such thirty (30) day period, so long as Tenant commences to cure the default within such thirty (30) day period and thereafter diligently pursues the cure of such default;

(b) Any event expressly designated or deemed a default elsewhere in this Lease after the expiration of any applicable notice and cure period;

(c) Any execution, levy, attachment or other legal process of law shall occur upon Tenant's Property, Tenant's interest in this Lease or the Premises;

(e) Tenant's committing waste to the Premises.

10.2 Remedies. In each and every such event set forth in Section 10.1 above, from the date of such Default and at all times thereafter, at the option of Landlord, Tenant's right of possession shall thereupon cease and terminate. With the exception of "self-help" and other non-judicial remedies, Landlord shall be entitled to all rights and remedies now or later allowed at law or in equity, all of which shall be cumulative to the extent that the exercise of any one or more rights or remedies shall not be deemed to constitute a waiver of the Landlord's right to exercise any one or more other rights and remedies herein provided or provided at law or in equity. Landlord shall be entitled to obtain possession of the Premises, whether or not Landlord elects to terminate this Lease, by any process of law, any notice to quit being hereby expressly waived by Tenant.

11. *INTENTIONALLY OMITTED.*

12. QUIET ENJOYMENT

So long as Tenant shall observe and perform the material covenants and agreements binding on Tenant hereunder, Tenant shall at all times during the term herein granted, peacefully and quietly have and enjoy possession and use of the portion of the Premises leased to it without any encumbrance or hindrance by, from or through Landlord, except as provided for elsewhere under this Lease. Nothing in this Section 12 shall prevent Landlord from performing alterations, improvements or repairs on other portions of the Building not leased to Tenant, nor shall performance of alterations, improvements or repairs by Landlord, be construed as a breach of this covenant by Landlord, so long as same do not interfere with Tenant's access to and use of the Premises.

13. AUTHORITY

Landlord and Tenant hereby covenant each for itself that it has the full right, power and authority to enter into this Lease upon the terms and conditions herein set forth and shall provide evidence of such authority pursuant to Section 28 hereof.

14. RESPONSIBILITY REGARDING HAZARDOUS SUBSTANCES

14.1 Hazardous Substances. The term "Hazardous Substances", as used in this Lease, shall include, without limitation, (a) "hazardous wastes", as defined by the Resource Conservation and Recovery Act of 1976 as amended from time to time, (b) "hazardous substances", as defined by

the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time, (c) "toxic substances", as defined by the Toxic Substances Control Act, as amended from time to time, (d) "hazardous materials", as defined by the Hazardous Materials Transportation Act, as amended from time to time, (e) oil or other petroleum products, (f) any substance whose presence could be detrimental to the Building, its occupants or visitors, or the environment, (g) substances requiring special handling, (h) flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chlorofluorocarbons, chemicals known to cause cancer or reproductive toxicity, pollutants and contaminants, (i) any infectious and/or hazardous medical waste as the same may be determined from time to time, and (j) any other substances declared to be hazardous or toxic under Environmental Laws (hereinafter defined) now or hereafter enacted or promulgated by any Authorities (hereinafter defined).

14.2 Tenant's Restrictions. Tenant shall not cause:

(a) Violations. Any violation of any federal, state and local laws, ordinances, regulations, directives, orders, notices and requirements applicable to Tenant now or hereafter enacted or promulgated regulating the use, generation, storage, handling, transportation, or disposal of Hazardous Substances ("Environmental Laws"), now or hereafter enacted, related to environmental conditions on, under, or about the Premises and/or the Building, arising from Tenant's use or occupancy of the Premises, or Tenant's Property, including, but not limited to, soil and ground water conditions; and/or

(b) Use. The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substances on, under, or about the Premises, the and/or the Building, other than those cleaning solvents, pesticides, lubricants and the like in amounts typically used in commercial office buildings, and then only as permitted under applicable Environmental Laws, or the transportation to or from the Premises of any Hazardous Substances, without the prior written consent of Landlord, such consent to be granted or withheld in Landlord's sole and absolute discretion, and, if granted, Tenant's activities shall be in strict compliance with all Environmental Laws.

14.3 Affirmative Obligations.

(a) Compliance with Environmental Laws. Tenant shall, at Tenant's own expense, comply with all Environmental Laws applicable to Tenant and to Tenant's use of the Premises. Tenant shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all federal, state and local governmental and regulatory authorities (singularly, an "Authority" or collectively the "Authorities") under the Environmental Laws. Tenant shall promptly provide Landlord with a copy of all such submissions and information requests. Notwithstanding any other term or condition hereof, Landlord recognizes and acknowledges that Tenant or its agents may use and store within the Building reasonable quantities of customary office and cleaning supplies; provided such items are stored, used and disposed of in accordance with Environmental Laws.

(b) Clean-Up Plans. Should any Authority demand that a removal or clean-up plan be prepared and that a removal or clean-up be undertaken because of any deposit, spill, discharge, release, misuse, prohibition on continued use, act or failure to act with respect to any Hazardous Substances arising out of Tenant's use or occupancy of the Premises or Tenant's Property, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds

and other financial assurances, and Tenant shall carry out all such removal and clean-up plans within the time limits set by any Authority. Tenant shall promptly provide Landlord with copies of notices received from any Authority or third party, and of all removal and clean-up plans, bonds, and related matters.

(c) Information Requests. Tenant shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances by Tenant that is required hereunder or is reasonably requested by Landlord. Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems reasonably necessary or appropriate to determine the applicability of the Environmental Laws to the Premises, Tenant's use thereof and Tenant's Property, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's reasonable request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Environmental Laws shall constitute a waiver of any of Tenant's obligations under this Section 14.

14.4 Survival of Obligations. Tenant's obligations and liabilities under this Section 14 shall survive the expiration or earlier termination of this Lease.

14.5 Landlord's Representation Landlord represents and warrants that to the best of its knowledge and belief, Landlord has not received any notice regarding the presence of Hazardous Materials on, in or under the Premises, Project or Building. Landlord covenants not to bring onto the Premises, Project or Building, any Hazardous Materials, other than those cleaning solvents, pesticides, lubricants and the like in amounts typically used in commercial office buildings, and then only as permitted under applicable Environmental Laws. Landlord shall, at Landlord's own expense, comply with all Environmental Laws applicable to Landlord and to Landlord's use of the Project. Landlord shall, at Landlord's own expense, make all submissions to, provide all information required by, and comply with all requirements of the Authorities under the Environmental Laws. Should any Authority demand that a removal or clean-up plan be prepared and that a removal or clean-up be undertaken because of any deposit, spill, discharge, release, misuse, prohibition on continued use, act or failure to act with respect to any Hazardous Substances arising out of Landlord's use or occupancy of the Project, then Landlord shall, at Landlord's own expense, prepare and submit the required plans and all related bonds and other financial assurances, and Landlord shall carry out all such removal and clean-up plans within the time limits set by any Authority. Landlord shall promptly provide Tenant with copies of notices received from any Authority or third party, and of all removal and clean-up plans, bonds, and related matters. Landlord's covenants shall survive the expiration or earlier termination of the Lease.

15. DEFINITIONS

15.1 Pronouns. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution or substitutions. The Parties herein for convenience have been referred to in the neuter form.

15.2 Term. Wherever the phrase "Term" is used in this Lease, it shall refer to the Term described in Section 1.2(a) and any extensions and renewals thereof, unless the context clearly requires otherwise.

15.3 Tenant's Property. Wherever the phrase "Tenant's Property" is used in this Lease, it shall refer to the personal property owned by Tenant and located within the Premises, unless the context clearly requires otherwise.

16. SPECIAL PROVISIONS; EXHIBITS

16.1 Incorporation in Lease. It is agreed and understood that the Recitals and all special provisions and Exhibits referred to in Section 1.8, and attached hereto, form an integral part of this Lease and are hereby incorporated by reference.

16.2 Conflicts. If there is a conflict between a specific provision and the Exhibits or General Provisions of this Lease, the specific provision shall govern. If there is a conflict between the Exhibits and the General Provisions, the Exhibits shall govern.

17. CAPTIONS

All section and paragraph captions herein are for the convenience of the Parties only, and neither limit nor amplify the provisions of this Lease.

18. BINDING EFFECT OF LEASE; EFFECTIVE DATE

This Lease shall become effective and binding only upon execution and delivery by both Parties, and shall be enforceable in accordance with its terms from and after the date this Lease is fully executed and delivered by the Parties.

19. FORCE MAJEURE

If Landlord or Tenant is in any way delayed or prevented from performing any obligation due to fire, act of God, governmental act or failure to act, labor dispute, inability to procure materials or any cause beyond Landlord's or Tenant's reasonable control (whether similar or dissimilar to the foregoing named events), then the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for a period equal to the period of such delay or prevention.

20. TIME OF ESSENCE

The Parties acknowledge that time is of the essence in the performance of any and all obligations, terms and provisions of this Lease.

21. BROKERS

Landlord and Tenant represent and warrant that neither retained any broker, agent or real estate salesperson with respect to carrying out negotiations or any other dealings related to this Lease.

22. RELATIONSHIP OF THE PARTIES

Nothing in this Lease shall be interpreted or construed as creating any partnership, joint venture, agency or any other relationship between the Parties, other than that of Landlord and Tenant.

23. APPROPRIATION OF FUNDS

Notwithstanding any other term or condition of this Lease, all of Tenant's obligations under this Lease 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 Tenant's fiscal year for the specific purpose of satisfying the obligations of the Tenant under this Lease, then this Lease shall become null and void and shall terminate on the last day of the Tenant's fiscal year for which appropriations were received for such purpose, without any termination fee or other liability whatsoever to the Tenant. If funds for the Tenant's obligations under this Lease are not appropriated, then the Tenant shall vacate the Premises prior to the beginning of the Tenant's next fiscal year.

It is agreed by both of the Parties that, notwithstanding any provision in this Lease to the contrary, this clause shall supersede any and all obligations imposed by any other provision of this Lease or the Exhibits or any Addenda hereto. No subsequent Amendment of, or Addendum to, this Lease shall compromise the full legal implication of this Section between the Parties hereto or their respective successors or assigns.

24. ROLE OF THE TENANT/TENANT DECISIONS; NO WAIVER

Landlord hereby acknowledges that Tenant has entered into this Lease in its role as tenant under the Lease and not as a governing authority. Accordingly, the Tenant's execution of this Lease 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 Premises, or for any other governmental approval or consent required to be obtained by Landlord. Whenever in this Lease, Tenant is required to join in, consent, give its approval, or otherwise act under this Lease, it is understood that such obligations are meant to apply to the Tenant acting in its capacity as a tenant and not in its capacity as a governing authority. Further, Landlord hereby acknowledges that any and all decisions, determinations, consents, notifications or any other actions taken or to be taken by Tenant pursuant to this Lease, 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 Landlord 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 on behalf of Tenant. Notwithstanding the foregoing, nothing in this Lease shall be construed to waive any of Tenant's powers, rights or obligations as a governing authority or local governing body, whether or not affecting the Building or 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.

25. NO WAIVER OF SOVEREIGN IMMUNITY BY TENANT

Notwithstanding any other provisions of this Lease to the contrary, nothing in this Lease nor any action taken by Tenant pursuant to this Lease nor any document which arises out of this Lease shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Tenant, or of its elected and appointed officials, officers and employees.

26. NO RIGHTS IN THIRD PARTIES

Landlord and Tenant mutually agree that 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, 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 Lease or otherwise.

27. 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. Notwithstanding any other term or provision of this Lease to the contrary, Landlord shall have no obligation to explicitly or implicitly indemnify or hold harmless the Tenant or any third party or Parties from any liability whatsoever.

28. APPROVAL OF LEASE BY THE PARTIES

28.1 Approval by Landlord.

This Lease shall not become effective unless and until the Arlington County School Board (“School Board”) approves this Lease. Such approval by the School Board shall be evidenced by the execution of this Lease by the Chair of the Arlington County School Board, a duly authorized member thereof or other person designated by the School Board. Upon the execution and delivery by Landlord of a Lease that is acceptable to the School Superintendent, it shall use reasonable efforts to promptly obtain the approval of the School Board to the Lease consistent with the School Board process for the review and submission of documents to the School Board for consideration. If this Lease is not approved by the School Board, then no liability whatsoever shall accrue to the Landlord or Tenant and the Parties shall have no obligations whatsoever to each other.

28.2 Approval by Tenant.

This Lease shall not become effective unless and until the County Board approves this Lease. Such approval by the County Board shall be evidenced by the execution of this Lease by the County Manager or other person designated by the County Board. Upon the execution and delivery by Landlord of a Lease that is acceptable to the County Manager, it shall use reasonable efforts to promptly obtain the approval of the County Board to the Lease consistent with the County process for the review and submission of documents to the County Board for consideration. If this Lease is not approved by the County Board, then no liability whatsoever shall accrue to the Landlord or Tenant and the Parties shall have no obligations whatsoever to each other.

29. REASONABLENESS OF THE PARTIES

29.1 Standard of Consent.

Provided Tenant is not then in default beyond the applicable notice and cure period of any of the terms or conditions of this Lease, except to the extent provided elsewhere in this Lease, whenever Landlord’s consent or approval is required hereunder, it shall not be unreasonably withheld, conditioned or delayed. Provided Landlord is not then in default beyond the applicable notice and cure period of any of the terms or conditions of this Lease, whenever Tenant’s consent or approval is required hereunder, it shall not be unreasonably withheld, conditioned or delayed.

29.2 Use of Term "Default". Whenever any obligation of Landlord or right of Tenant is conditioned on no default having occurred under the Lease or Tenant not being then in default, the term "default" shall mean any material breach of the provisions of this Lease that continues after the expiration of all applicable notice and cure periods and remains uncured at the applicable time. No inference contrary to the foregoing sentence shall be made from the express use of the phrase "beyond any applicable notice and cure period" or words of similar effect in some instances and not in others.

30. ENTIRE AGREEMENT; MODIFICATION

This Lease, all Exhibits, incorporated herein by reference are intended by the Parties as a final expression of their agreement and a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the Parties having been incorporated herein. No course of prior dealings between the Parties or their officers, partners, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease, the Exhibits and the Specific and Special Provisions. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the Parties, their agents or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease, the Exhibits and the Specific and Special Provisions. Tenant hereby acknowledges that Landlord, Landlord's employees made no representations, warranties, understandings or agreements pertaining to the condition of the Building or the Premises, or otherwise, which have induced Tenant to execute, or have been relied upon by Tenant in the execution of this Lease, other than those specifically set forth herein. This Lease can be modified only by a writing signed by both Parties. The Lease and Exhibits may not be amended, modified, changed or terminated in whole or in part, in any manner other than by an agreement in writing approved by The County Board of Arlington County, Virginia and by the Arlington County School Board, and duly signed by all properly authorized individuals of all Parties to this Lease. The language of this Lease shall in all cases be construed as a whole and according to its fair meaning, and not strictly for or against either Landlord or Tenant. The interpretation or construction of this Lease shall be unaffected by any argument or claim, whether or not justified, that this Lease has been prepared, wholly or in substantial part, by or on behalf of Landlord or Tenant. Any consent or approval required or desired of Landlord, or any decision under this Lease committed to the discretion of Landlord hereunder, shall not be unreasonably withheld, delayed, conditioned or exercised by Landlord unless the provision of this Lease requiring such consent or approval, or decision under this Lease committed to the discretion of Landlord, expressly states otherwise. In an event of a conflict between this Lease and the Memorandum of Understanding attached hereto as Exhibit B, the provisions of this Lease shall control.

31. GOVERNING LAW; PROPER FORUM; SEVERABILITY

This Lease shall be governed by and construed 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. The unenforceability, invalidity, or illegality of any provision herein shall not render any other provision herein unenforceable, invalid, or illegal.

32. RECORDATION

Landlord and Tenant hereby agree, within twenty (20) days after written request from the other party, to execute and deliver a reasonable and customary memorandum or notice of this Lease for recordation in the real estate records of Arlington County, Virginia. All fees, costs, taxes and expenses in connection with the filing and recording of any memorandum hereof shall be the sole obligation of the requesting party.

IN WITNESS WHEREOF, Landlord has caused this Lease, to be signed pursuant to the provisions of Section 28.1 hereof, and Tenant has caused this Lease, to be signed pursuant to the provisions of Section 28.2 hereof.

WITNESS: LANDLORD: ARLINGTON COUNTY SCHOOL BOARD, a body corporate

Name: By: _____ (SEAL)
Name/Title: _____
Date: _____

WITNESS: TENANT: THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate

Name: By: _____ (SEAL)
Name/Title: _____
Date: _____

Approved as to form:

County Attorney

EXHIBIT A

Land Area Diagram

Westover Library & Reed School
1644 McKinley Road
Arlington, Virginia



EXHIBIT B

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING
BETWEEN ARLINGTON COUNTY AND ARLINGTON PUBLIC SCHOOLS
REGARDING THE REDEVELOPMENT OF
THE REED SCHOOL AND THE WESTOVER LIBRARY

May 12, 2006

This agreement is to create a partnership for the development of the Reed School and Westover Library sites to develop facilities as a single project for the Reed School and the Westover Library. The MOU outlines the management of the project and the sharing of projected costs between Arlington County (the County) and Arlington Public Schools (APS).

Reed School and Westover Library

APS will lead the joint project team, including but not limited to the County Department of Libraries and Department of Environmental Services staff. APS and County staff will partner throughout the design and construction processes. APS will expand its Building Level Planning Committee (BLPC) process to include additional County staff and County Library stakeholders to complete a timely community process for the combined project. The County staff will assist in Use Permit and Building Permit applications.

Cost Sharing

The County agrees to reimburse APS for the County's share of all costs incurred on this project related to the planning, design and construction of site improvements and Reed School and Westover Library facilities. These costs include architectural/engineering (A/E), construction, construction management, and demolition of the existing buildings and such permits and other fees as are required for completion of the work, but are exclusive of staff charges for either party, which shall not be charged. Each party will be separately responsible for moving costs, movable furnishings and program equipment placed in the facilities, which are outside the scope of the construction activity. Routine remediation costs, such as asbestos and lead abatement, will be borne jointly. Unique costs associated with significant environmental contamination, such as petroleum products, which require remediation, will be borne solely by the owner of the property which was the source of the contamination.

The costs for the project will be assigned to each party on a pro-rated basis based on each party's share of gross building area. This ratio is currently estimated as follows:

APS share: Reed School has 45,000 gross square feet = 74%
County share: Westover Library has 16,000 gross square feet = 26%

This ratio will be applied to all costs (i.e. design, construction, construction management, soft costs, etc.) for the project, except as noted herein. The County will be solely responsible for costs of demolition of the existing Westover Library, including design of demolition plan, demolition, and the restoration of that area.

Cost Agreement

At the time of execution of the amendment to the existing agreement with the APS designer, the County will issue a purchase order to APS to cover the County's portion of the total design phase costs. If unanticipated costs occur, the purchase order will be increased incrementally for the County share of any additional services as needed.

This MOU will be modified via amendment if the final spatial allocations vary significantly (by more than 2%) from the ratio delineated herein to reflect the actual ratio of space assigned to each entity.

For construction phase costs, once the total project budget is established and agreed upon by both parties, the County will issue a purchase order to APS to cover the County's percentage of the total project costs. Any increases in contract prices shall be authorized by way of execution of a change order document signed by authorized representatives from both the County and APS. Change orders will require that the County and the APS project managers agree in advance of issuance. The Contractor(s) will not be authorized to proceed with any change order work without the express permission of each party (County and APS) involved in this project. Copies of executed change orders will be sent to the Schools' Finance Office and the County's Accounting Office. Review and authorization of a change order shall occur no later than 15 days from receipt of the change order request. There may be instances when immediate review and authorization from both parties is required to avoid impacting the project schedule.

The County and APS contingency funds will be applied to their respective shares of each change order. If and when the County or APS contingency funds are depleted and additional project changes are expected, the County and APS will promptly take action to replenish the respective contingency funds to cover approved change orders and an appropriate amount for the remainder of construction.

The underlying understanding for the cost sharing agreement is that the per square foot costs are substantially the same for both portions of the facility and both parties will strive to control costs. However, APS and the County acknowledge that there may be extraordinary elements or amenities included in the design or requested during construction that only one party desires for the project. If such elements significantly increase the cost individually or in aggregate, and one party wishes to decline participation in such elements or amenities, such concerns will be communicated, negotiated, documented and resolved by the staffs. In the unlikely case that disagreements are not resolved by staff, conflict resolution procedures outlined below will apply.

Both parties are committed to sustainable design and to a fully accessible facility under the Americans with Disability Act. The project will be evaluated for participation in the USGBC LEED program with the goal of reaching LEED silver certification. A final decision regarding LEED registration, the seeking of certification, and level of certification to be sought will be made by both School Board and County Board at the first design approval for each Board.

The APS Finance Office will prepare a bill to the County on a quarterly basis for costs incurred on the project and will attach the summary and detail reports documenting the expenditures. All supporting APS payment vouchers and invoices will be maintained in the APS Finance Office for review by County employees or management who wish to review the detail. The County project managers will review the bills issued by APS, will process a County payment voucher against the County purchase order for the Schools and a check will be sent to the APS Finance Office. Checks from the County to APS will be issued no later than 30 days after receipt of the bills from APS.

As partners, both parties share responsibility to review and comment on all documents, drawings and specifications for these projects and will jointly participate in review and inspection of construction in a timely manner that maintains the project schedule. As project lead, APS staff has the responsibility of responding to such comments in a timely manner that maintains the project schedule.

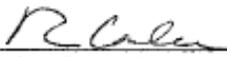
Conflict Resolution

Any material disagreement that cannot be resolved between the County and APS staff shall be subject to negotiation and agreement between the County Manager and the Superintendent of Schools.

Joint Facility Operating Agreement

A joint facility operating agreement subject to approval of both the County and APS shall be drafted prior to the substantial completion of the facilities. This operating agreement is to include, but will not be limited to land use, operating and capital maintenance, repair and utility responsibilities, risk management and operating cost sharing.

Acceptance: By Arlington County:



Ron Carlee, County Manager

By Arlington Public Schools:



Robert G. Smith, Superintendent

EXHIBIT D-1

FIRST FLOOR - FLOOR PLAN AND COMMON AREAS

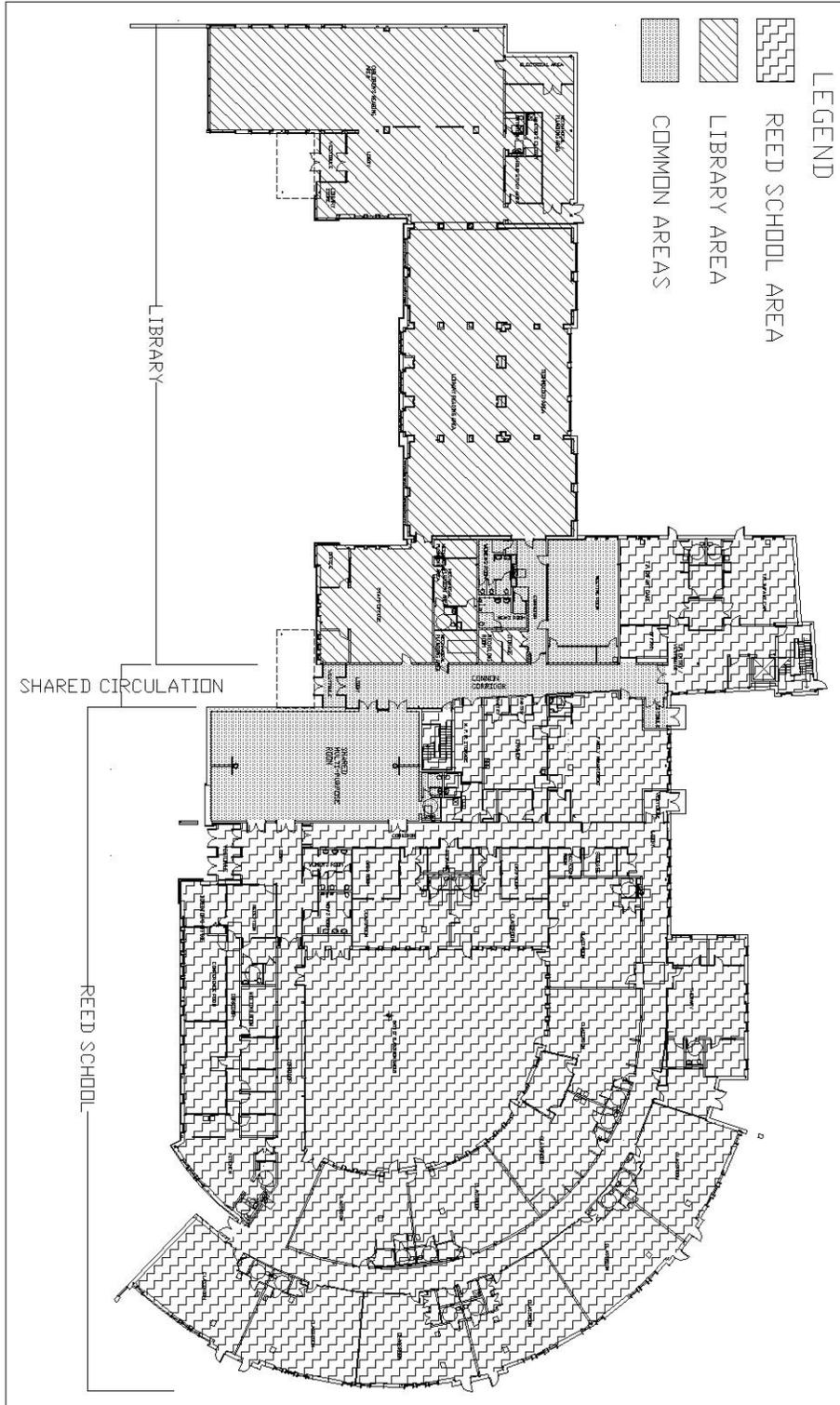


EXHIBIT D-2
SECOND FLOOR – FLOOR PLAN

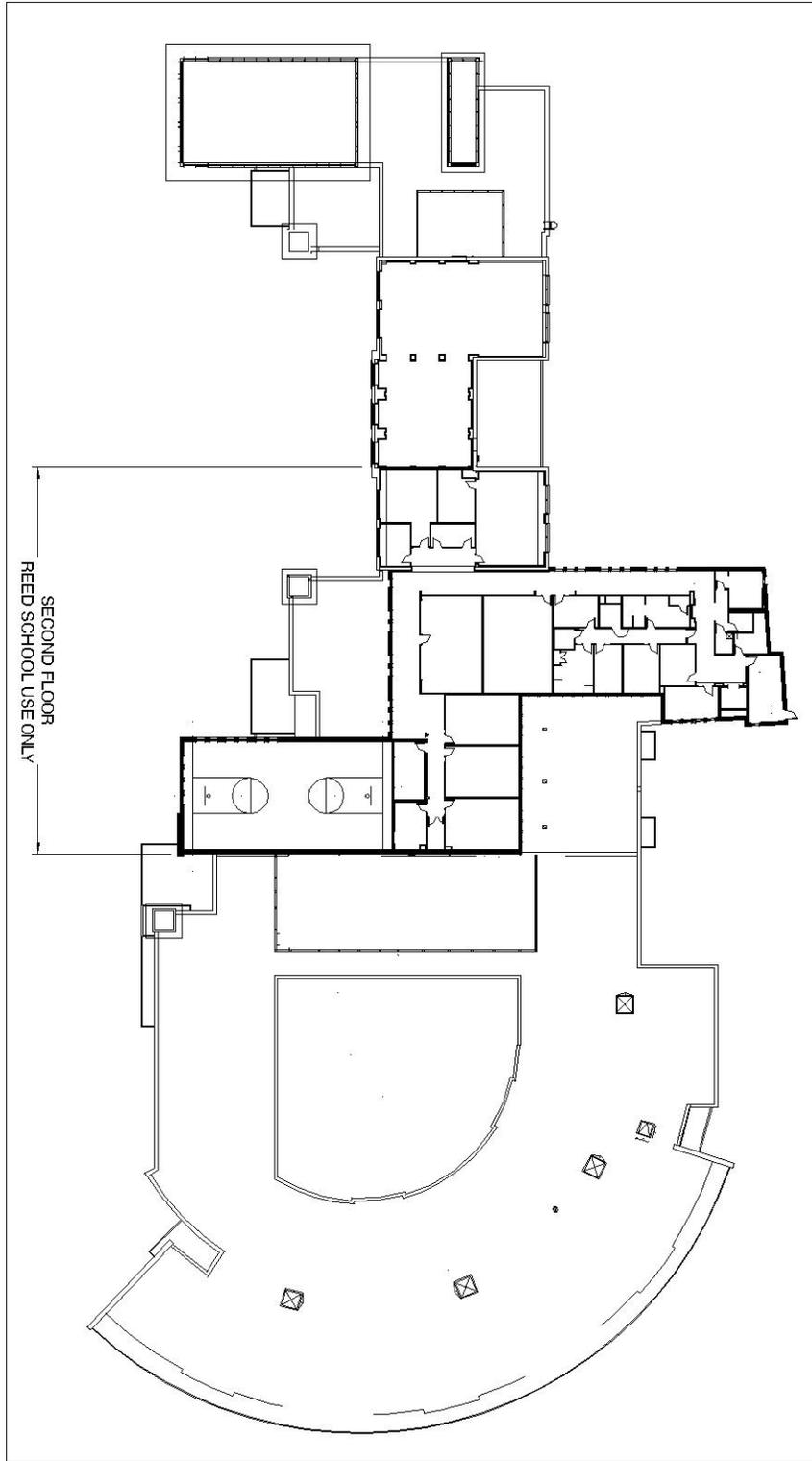


EXHIBIT D-3
EXTERIOR COMMON AREAS

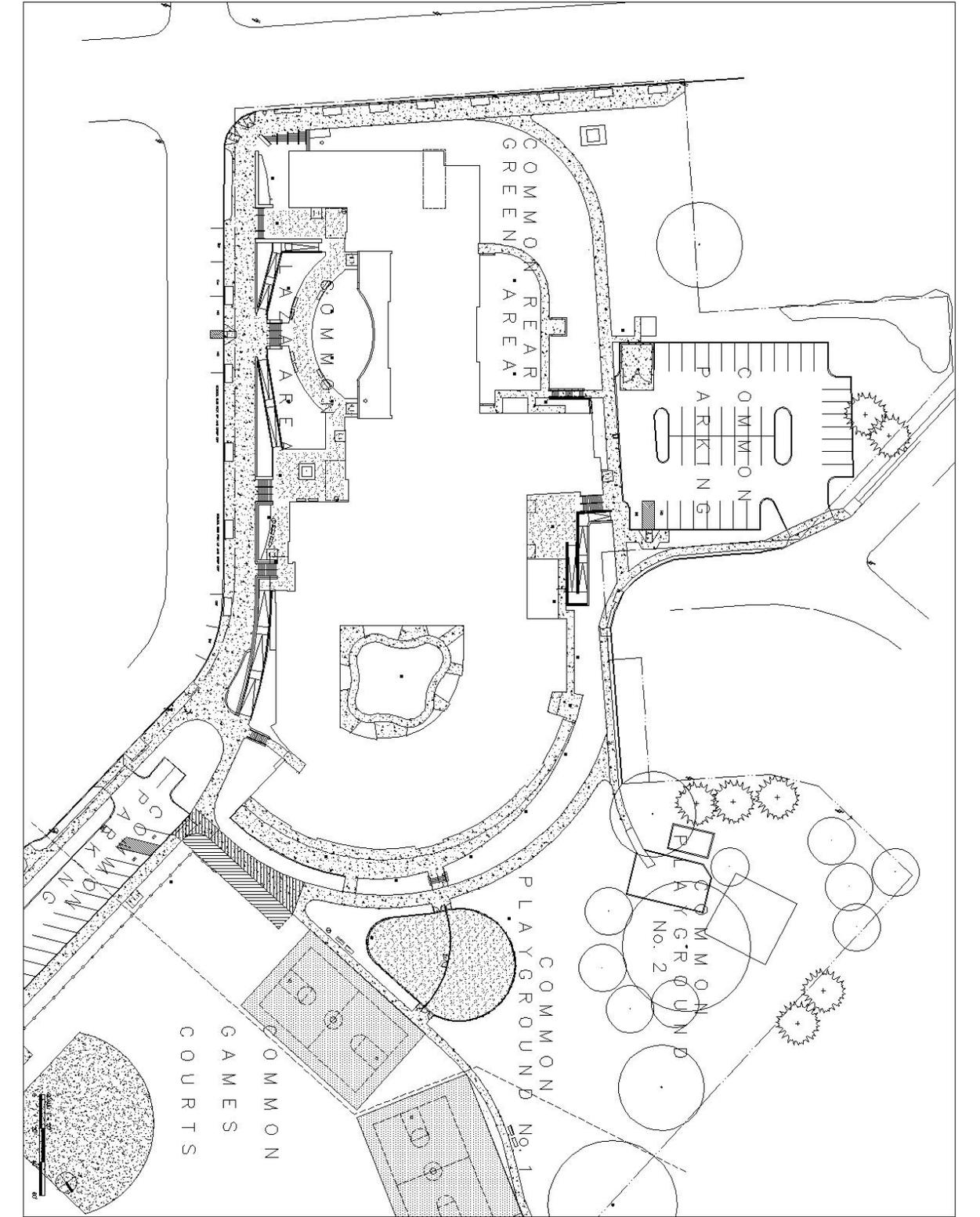


EXHIBIT D-4
ROOF MAINTENANCE DIAGRAM

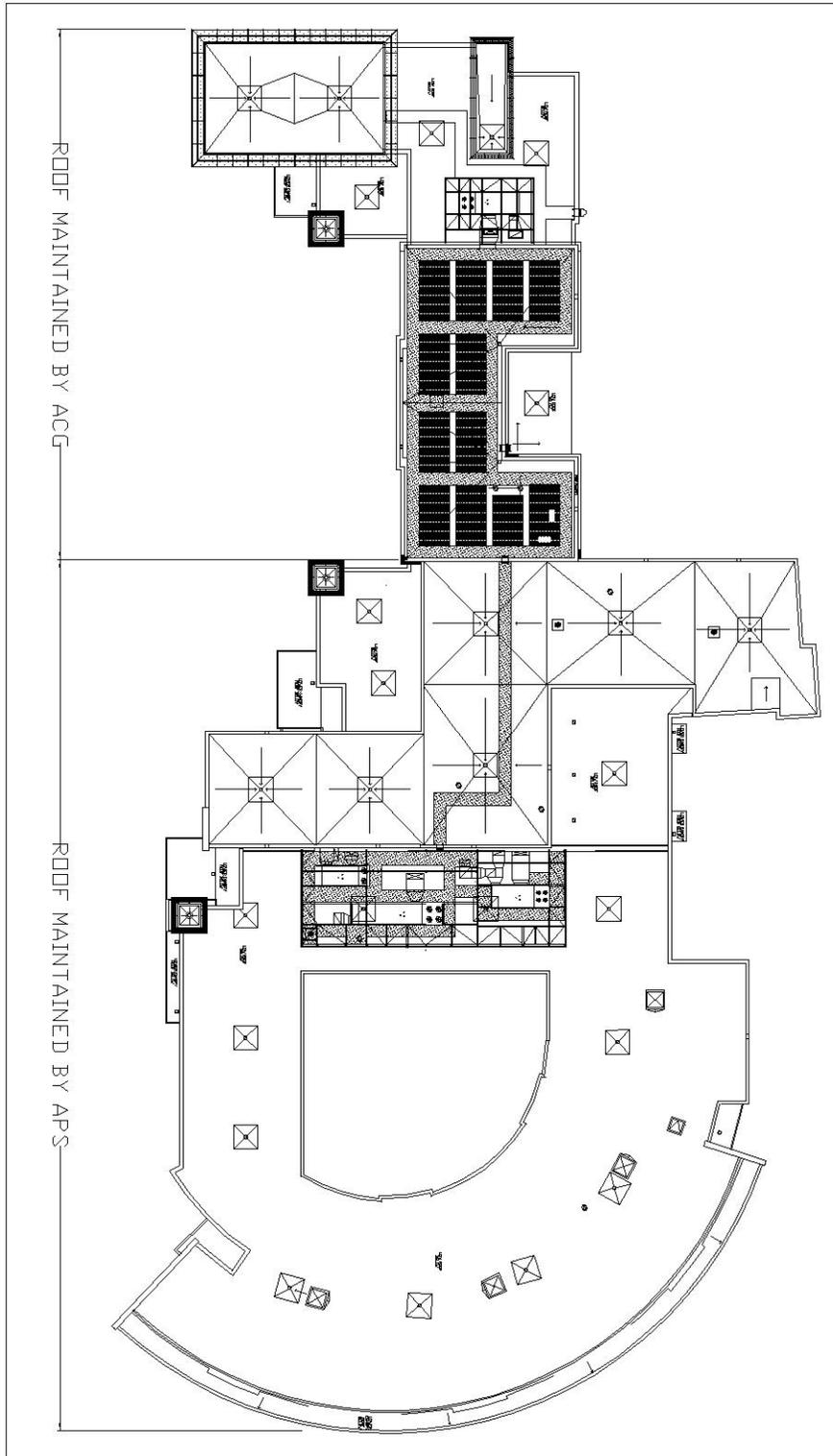


EXHIBIT E-1
LIBRARY MEETING ROOM POLICY AND GUIDELINES

Policy Governing The Availability Of Library Meeting Rooms

Arlington Public Library makes meeting rooms available for public use for open discussion and exchange of information and ideas. The library reviews this policy annually and reserves the right to change it anytime.

- Meeting rooms are made available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.
- Allowing a group to meet in the library does not constitute the library's endorsement of the group's policies, beliefs or practices. Advertisements or announcements by any group implying such endorsement are not permitted.
- Some restrictions regarding time, place, and manner of presentation may apply.
- All programs offered in the library's meeting rooms must be open to the public and free of charge. Before and during a program, no fees of any kind may be charged, and selling or sales promotions are prohibited with the exception of sales by The Friends of the Arlington Public Library.
- There is no fee for the use of the library's meeting rooms.

Any exception to this policy must be approved in advance by the library administration.

Guidelines

1. An application form for the site must be completed and approved by authorized library staff at least 48 hours prior to the meeting.
2. Meeting rooms may be reserved up to two months in advance, on a first-come, first-served basis, except when the auditorium is needed as a polling place. Each group may use the meeting rooms no more than four times within a 12-month period.
3. All publicity is the responsibility of groups using the meeting rooms, and must clearly identify the sponsoring organization. The location of the library may be publicized but the library telephone number may not be placed on publicity.
4. Meeting rooms should be scheduled for use during regular library hours and be vacated 30 minutes before library closing time. Please note branch hours differ from Central Library hours. Any after-hour use request must be approved by the library administration.
5. Groups using the library's meeting rooms are responsible for room setup (arrangement of tables and chairs.) Chairs, tables, a podium and a microphone are standard in the meeting rooms. The Central Library auditorium is equipped with FM-assistive hearing devices. For additional audio-visual equipment and assistance, please call the Popular Library Desk at 703-228-6340 at least 7 days in advance.
6. Persons presenting and attending public programs in the library are subject to Rules Governing the Use of the Library.

7. Refreshments may be served in the meeting rooms, provided proper care is given to clean-up after the meeting. Alcoholic beverages may not be served or consumed on library property.
8. The library does not assume responsibility for any private property brought into the library.
9. Groups must leave meeting rooms clean and neat. Failure to do so will result in loss of meeting room privileges.
10. Repair or replacement costs due to damage of library facilities, furnishings and equipment will be charged to the program sponsor. Arlington County will be the sole determiner of who does repair to County property.

EXHIBIT E-2
USE OF SCHOOL FACILITIES POLICY 40-1.13 AND POLICY IMPLEMENTATION
PROCEDURES

ARLINGTON PUBLIC SCHOOLS
40-1.13 Financial Management – Use of School Facilities

Certain Arlington Public School facilities (buildings and grounds) may be used by other agencies and organizations for educational, recreational, civic and cultural activities pursuant to the Code of Virginia. The School Board will annually review and set conditions for the use of facilities.

Additionally, the Arlington School Board may approve land lease or permit proposals for the placement of telecommunications facilities on school property when determined to be in the best interest of Arlington Public Schools. Applications must be consistent with the Arlington County Comprehensive Plan and comply with zoning or other ordinance requirements.

Requests for use of facilities from non-school groups and organizations will be considered when space is available at times that do not interfere with Arlington Public Schools' instructional programs, student activity programs, or ancillary programs sponsored, administered, or supported by Arlington Public Schools, including Arlington Public Schools Parent Teacher Associations. The following groupings designate the priority in which requests will be considered on a first-come, first-served basis, and indicate the different levels of fees to be paid. The Superintendent will establish reasonable deadlines by which groups must apply for use of APS facilities. Applications must be considered in the following order:

General Guidelines

Group One

- Activities sponsored by the Arlington County Government.
- Activities primarily serving youth of the Arlington community and sponsored by nonprofit recognized civic or service groups.
- Activities of Arlington County Civic Federation member organizations.
- Student Groups with an adult sponsor.

Group Two

- Activities sponsored by Arlington nonprofit groups. For rental group purposes, an "Arlington nonprofit" group is defined as a group whose members include more than 50 percent Arlington residents.
- Activities sponsored by Internal Revenue Code Section 501(c)(3) organizations whose clientele include more than fifty percent (50%) Arlington residents or whose primary purposes are to serve Arlington residents.

Group Three

- Political meetings sponsored by Arlington groups to inform the community in nonpartisan formats of the positions of federal, local, and state candidates or political meetings required by Virginia State law to place issues or candidates on the ballot.
- Activities sponsored by non-Arlington, non-profit groups.

Group Four

- Activities sponsored by all other groups and organizations. This group includes, but is not limited to, commercial and partisan political events.

ARLINGTON PUBLIC SCHOOLS
40-1.13 Financial Management – Use of School Facilities

Rental rates for local colleges and universities will be determined separately.

If more than one application for use on the same day is received within one group, applications will be considered on a first-come-first-served basis.

Facilities may be used by student groups with an adult sponsor whose primary purpose is to foster student interest in political, community service, social, recreational, or educational activities as described in the policy implementation manual.

Fee Structure

The Superintendent will ensure that on an annual basis the fees charged for the use of APS facilities cover all direct and indirect costs.

	Rental Fees	Custodial Support Charge (regular custodial hours)
Group One	None	None
Group Two	25% of full fee	None
Group Three	50% of full fee	Full Cost
Group Four	100% of full fee	Full Cost

The Superintendent will publish fees periodically in the Policy Implementation Manual 40-Use of School Facilities. The Superintendent may levy additional fees, such as charges for the use of equipment, or technical or supervisory services.

Request for waivers must be submitted, to the Superintendent or designee, in writing no later than five (5) weeks before the event. Fees and charges may be waived only by the Arlington County School Board.

Third Party-Contracts

A PTA or equivalent organization may enter into a third party contract with Arlington Public Schools for the purpose of sponsoring a fun fair, book fair, school pictures, additional school or PTA-sponsored activities, or the Arlington County Fair when the Arlington Public Schools and/or the PTAs, will receive a portion of the proceeds from the sponsored activity. Any other request to use school facilities under a third party contract must be approved by the School Board. In approving such an arrangement, the School Board may impose additional conditions including, but not limited to, the imposition of additional fees.

As used herein, a "third party contract" is an arrangement whereby a nonprofit organization contracts with the Arlington Public Schools to use school facilities in order to sponsor an event or activity in which for-profit organizations will participate. One example of a third party arrangement is where a PTA sponsors a festival and receives rent from for-profit vendors for use of tables or booths to sell their merchandise during the festival.

Precluded Activities

Any activity deemed to be an unreasonable safety risk will be denied. Personal social activities or activities sponsored by an individual will be denied except in joint use community centers when the activity is approved by the County Department of Parks, Recreation and Community Resources.

Bingo and other games of chance when entry fees are charged or donations are solicited are only permitted when such events are sponsored by the PTA or by the school and the only purpose is to provide a school activity. This precludes the use of a school facility for bingo and other games of chance for fundraising purposes.

References

Code of Virginia
PIP 40-1.13 Use of School Facilities

ARLINGTON PUBLIC SCHOOLS
Policy Implementation Procedures
40-1.13 Financial Management – Use of School Facilities

PROCEDURES AND GUIDELINES

Responsibilities

The Department of Finance and Management Services, under the direction of the Assistant Superintendent, Finance and Management Services, is responsible for the administration and enforcement of the Use of School Facilities program. The Department of Finance and Management Services develops procedures, forms, and fee schedules and makes them available to all interested parties. The Assistant Superintendent, Finance and Management Services shall determine any questions as to proper interpretation or procedural implications of this policy or procedures.

Arlington Public Schools facilities that share significant use with Arlington County facilities shall be regulated additionally by Memoranda of Agreement, negotiated by the Superintendent, that can be found in the Policy Implementation Manual.

Fees/Charges

Two types of fees are assessed: rental fees and charges for custodial support. The Custodial Support charge includes wages and benefits during regular custodial hours. Custodial overtime is additional and, regardless of group, all users pay custodial overtime.

The “full day fee” for renting space in an Arlington Public Schools facility is the maximum amount that any group or organization will pay in order to use a specific space for a period not to exceed eight hours on a single day.

The “half day fee” for renting space in an Arlington Public Schools facility is the maximum amount that any group or organization will pay in order to use a specific space for a period not to exceed four hours on a single day.

CUSTODIAL SUPPORT

	<u>Regular</u>	<u>Overtime</u>
Group One or Two	No Charge	\$61.00/hr
Group Three or Four	\$46.00/hr.	\$61.00/hr.

Overtime is paid by all and full cost for custodians includes hourly wages and benefits.

RENTAL FEES(Full Day Fee up to 8 hours)

	<u>Classroom</u>	<u>Small Gym</u>	<u>Large Gym</u>	<u>Jefferson Gym</u>	<u>Multipurpose Rm. or Cafeteria</u>	<u>Aud.</u>
Group 1 No fees charged for rental					
Group 2	\$30.00/room	\$183	\$549	\$1,846	\$183	\$609
Group 3	\$61.00/room	\$365	\$1,099	\$3,651	\$365	\$1,218
Group 4	\$121/room	\$730	\$2,198	\$7,301	\$730	\$2,435

ARLINGTON PUBLIC SCHOOLS
Policy Implementation Procedures
40-1.13 Financial Management – Use of School Facilities

RENTAL FEES(Half Day Fee up to 4 hours)

	<u>Classroom</u>	<u>Small Gym</u>	<u>Large Gym</u>	<u>Jefferson Gym*</u>	<u>Multipurpose Rm. or Cafeteria</u>	<u>Aud.</u>
Group 1 No fees charged for rental					
Group 2	\$15.00/room	\$ 92	\$275	NA	\$ 92	\$305
Group 3	\$30.50/room	\$183	\$550	NA	\$183	\$609
Group 4	\$60.50/room	\$365	\$1,099	NA	\$365	\$1,218

* The Jefferson Gym will only be rented for the full day period and is not available for half-day rental.

Rental rates for local universities, colleges and other nonprofit educational groups will be determined separately. (See Guideline 9 below.)

Specific Procedures

40-1.13-Use of School Facilities states the Arlington School Board's policies on precluded activities and third-party contracts. Additional regulations governing the use of school facilities are included on the back of the Application for Use of School Facilities. Administrative guidelines governing the implementation of the program are noted below.

Custodial Procedures

1. No Group 1 through 4 users will be permitted in an Arlington Public School building without the presence of a custodian to operate the school security system, open and close the building and protect school property and equipment.
2. Regular custodial charges are hourly rates charged for activities between 6:30 a.m. and 10:30 p.m., Monday through Friday except holidays.
3. Overtime custodial charges are hourly rates charged for activities scheduled other than during those hours noted in number 2.
4. When custodial charges are levied, they will be charged starting one half hour before the requested start time and ending one half hour after the requested ending time to allow for the opening and closing of the building. The ending time of the event is the time by which all attendees will have left the building.
5. Periodically the custodial schedule will be modified to meet school needs. Summer cleaning is an example. In these cases, if a custodian has to be scheduled specially to serve a user, the user will be charged either the regular or overtime rate, whichever rate the custodian assigned is being paid.

ARLINGTON PUBLIC SCHOOLS
Policy Implementation Procedures
40-1.13 Financial Management – Use of School Facilities

Fees

1. Any rental period exceeding eight hours may be subject to additional fees.
2. Charges and fees are not pro-rated for multiple occupancy. Each group or organization will pay the full amount of all fees and charges accruing to the sponsored activity.
3. Twenty percent of any rental fees collected at a school will be kept by the school in a local school activity account entitled "Building Rental Fees." These monies will be used to help defray the indirect cost of building use or other expenses relating to the building. Checks for custodial charges and rental fees should be made payable to the local school and deposited immediately in the school checking account. All custodial charges and eighty percent of the rental fees shall be remitted in one check to the Department of Finance before the tenth of the month for the prior month's activities. Non-school buildings should continue to forward applications and payments to the Department of Finance as received.
4. Colleges, universities and other nonprofit educational groups may negotiate contracts with the Department of Finance at Board approved rates. This provision applies to requests for classroom space for teaching courses. The hourly rate per classroom is \$10.70 effective July 1, 2007. Twenty percent of these rental fees will be returned to the schools.

Other

1. In 40-Use of School Facilities, the Group 2 criteria are mutually exclusive. A group may qualify as a Group 2 by meeting either criteria. Either the activity is sponsored by a nonprofit group whose membership includes at least 50 percent Arlington residents, or the activity is sponsored by an IRS 501 (c)(3) organization whose clientele includes more than 50 percent Arlington residents or whose primary purpose is to serve Arlington residents.
2. Churches are nonprofit organizations but are not required by IRS to apply for an IRS determination. Therefore, churches are assumed to be nonprofit and IF their membership is composed of at least 50 percent Arlington residents, they are classified as Group 2. If the membership is less than 50 percent Arlington residents, they are classified as Group 3.
3. Neighborhood Watch meetings, where "neighborhood watch" is the applicant on the Use of Facilities form, are classified as Group 1 activities.
4. Alcoholics Anonymous meetings, where "alcoholics anonymous" is the applicant on the Use of Facilities form, are classified as Group 1 activities.
5. Use of kitchens is not permitted.
6. School grounds and stadiums may not be rented except under the terms of contracts negotiated with the Assistant Superintendent, Finance.
7. Certificates of Insurance must be obtained from users paying rental fees.

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8. Internal Revenue Service designation of nonprofit status must be obtained for organizations claiming this classification.
9. An organization or group claiming Group 2 status, if requested, must provide proof that its membership or clientele is composed of at least 50 percent Arlington residents. (See Section II, Fees & Charges.)
10. Applications and payment must be submitted at least two weeks in advance of the event. If an application and payment has not been received, the event may not occur.

Student Groups

Facilities may be used by student groups whose primary purpose is to foster student interest in political, community service, social, recreational, or educational activities. All student groups shall have a designated adult sponsor.

Sponsors of student religious groups shall not unduly advocate any religion or religious beliefs.

Groups must obtain permission for the use of the facility in advance from the building principal or designee. If so designated, a responsible adult monitor approved by the building administrator must be present. Non-school personnel may not participate in group activities unless approved in advance by the building principal.

Persons whose presence creates an unreasonable risk of danger to the school or to the students shall not be permitted to participate in school group activities.

Arlington County Government

County Departments should submit program scheduling requests to the appropriate school building principal as follows

- by April 15, for programs starting between September 1 and June 15
- by February 15, for programs starting between June 16 and August 31.

Requests received after these deadlines will be processed in the order received.

Other Groups and Organizations

The building administrator, or designee, shall have the right and duty to investigate applicants for the purpose of determining their responsibility to conduct a meeting or activity without unreasonable danger to persons or property, creating an unsavory or inappropriate use of an APS facility, or disturbance to others using school buildings, or to the neighborhood.

Applicants may be denied use of school facilities based on past abuse. "Abuse" includes, but is not limited to, failure to pay the Arlington Public Schools; not using the facilities in the manner or for the purposes stated on the application for use; failure to comply with appropriate instructions issued by school employees; failure to comply with procedures established for the use of the facilities; and physical damage to the facilities, furniture, or equipment.

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The requesting group must follow all approved procedures and pay all fees in advance.

References

Code of Virginia §22.1-131 & 132
Code of Virginia §24.2-506
Code of Virginia §24.2-521
Gunston Memorandum of Agreement 1996
Jefferson Memorandum of Agreement 1988
40-1.13 Use of School Facilities
30-3.2 Printed Materials
ASD 35-4.08 Political Activity of School Board Employees

EXHIBIT F

BUILDING RULES AND REGULATIONS

Tenant and Landlord expressly covenants and agrees, at all times during the Term, and at such other times as Tenant occupies the Premises or any part thereof, to comply, at its own cost and expense, with the following:

1. The Building is a smoke-free facility. Smoking is not permitted in or on the Project, including outdoors. The Parties shall not allow smoking by employees, guests or clients. The Parties shall post no smoking signs that are clearly visible to the public.
2. Any handling of freight for any purpose, or deliveries to or from the Project, shall be made in a manner which is consistent with good practice and only at such times, in such areas, and through such entrances and exits as are from time to time designated for such purposes by Landlord (the Loading Area). Any equipment used for making deliveries in the Project shall have rubber wheels only.
3. All trash and other debris shall be kept inside the Project in the type of container specified by Landlord until such time as it is to be collected. All trash shall be prepared for collection, and collected in the manner and at the times and places specified by Tenant.
4. The Parties shall not (i) suffer, allow or permit any vibration, noise, odor or flashing or bright light to emanate from the Project or from any machine or other installation located therein, or otherwise suffer, allow or permit the same to constitute a nuisance to or interfere with the safety, comfort or convenience of the other Party or of any other occupant or user of the Building; (ii) display, paint, or place any handbills or other advertising devices on any vehicle(s) parked in the Parking Areas of the Building, whether belonging to Tenant, Landlord, its employee(s), or any other Person(s); (iii) solicit business or distribute any handbills or other advertising materials in the Common Areas; (iv) conduct or permit any activities in the Building that might constitute a public or private nuisance; (v) permit the parking of any vehicles or the placement of any displays, trash receptacles or other items, so as to interfere with the use of any driveway, fire lane, corridor, walkway, Parking Areas, mall or any other Common Area; (vi) use or occupy the Project or permit anything to be done therein which in any manner might cause injury or damage in or about the Building; or (vii) use or occupy the Project in any manner which is unreasonably annoying to other occupants in the Building unless directly occasioned by the proper conduct of Tenant's business in the Premises.
5. Tenant and Landlord shall secure and protect the Project, and all property located within the Project. Tenant acknowledges and agrees that it is solely responsible for securing and protecting the Library, and all property located within the Library. Landlord acknowledges and agrees that it is solely responsible for securing and protecting the School, and all property located within the School.
6. Tenant and Landlord, and their respective employees shall post their emergency evacuation plan on the wall of the Project. Tenant, Landlord and its employees shall immediately evacuate the Project and the Building throughout the entire duration of fire drills and emergency evacuations of

the Building.

7. The Parties shall not install, operate or maintain in the Project, or in any other area of the Building, electrical equipment which does not bear the Underwriters Laboratories seal of approval, or which would overload the electrical system or any part thereof beyond its capacity for proper, efficient and safe operation.

8. The Parties shall not store, display, sell, or distribute any alcoholic beverages, dangerous materials, flammable materials, explosives, or weapons in the Project, or conduct any unsafe activities therein.

9. The Parties shall adhere to their respective policies regarding displays and distribution of written correspondence and materials.

EXHIBIT G

**CONFIRMATION AS TO COMMENCEMENT DATE
AND ACCEPTANCE OF POSSESSION OF PREMISES**

Attached to and made a part of the Lease, dated the ____ day of _____, 20____, entered into by and between ARLINGTON SCHOOL BOARD, a body corporate, as Landlord, and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, as Tenant.

Landlord and Tenant do hereby declare and evidence that possession of the Premises was accepted by Tenant in its "as is" condition on the ____ day of _____, 20____. The Lease is now in full force and effect. For the purpose of the Lease, the Commencement Date is confirmed as being the ____ day of _____, 20____.

Tenant states that its registered agent in the Commonwealth of Virginia is _____, having an address at _____, and that it is a _____ in good standing in the Commonwealth of Virginia.

WITNESS:

LANDLORD: ARLINGTON COUNTY SCHOOL BOARD, a body corporate

Name:

By: _____(SEAL)
Name/Title: _____

Date: _____

WITNESS:

TENANT: THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate

Name:

By: _____(SEAL)
Name/Title: _____

Date: _____