

## DEED OF LEASE

THIS DEED OF LEASE (the "Lease") is dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ [NAME IN ALL CAPS], a Virginia corporation / limited partnership / limited liability company, as Grantor ("Landlord"), and THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA, an educational institution of the Commonwealth of Virginia, as Grantee ("Tenant").

### WITNESSETH

1. **PREMISES.** For and in consideration of the terms, conditions, covenants, promises and agreements herein made, Landlord leases to Tenant and Tenant leases from Landlord the following property or premises (the "Premises"), together with full rights of ingress and egress, in the City/County of \_\_\_\_\_, Virginia. The Premises are more particularly described as:

*[Insert address (including zip code), suite number and/or other relevant information to adequately identify the space. Include rentable s/f and number of parking spaces (indicate if parking spaces are exclusive or not). Define the term "Building." If building has a name, use it.]*

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

Landlord warrants that Landlord alone, at the time this Lease is executed, has the right to lease the Premises, without the consent of any other party. It is expressly understood and agreed that this covenant by the Landlord constitutes a warrant. If Landlord does not have this right, then Tenant, in addition to any other remedy available at law or in equity, may immediately declare this Lease null and void from its inception and of no force and effect, without notice. In such event, no Rent shall accrue or be deemed to have accrued for the term of this Lease, or for any part of the term.

2. **USE OF PREMISES.** The Premises are to be used and occupied by Tenant for \_\_\_\_\_ and for such purpose or purposes as Tenant may now or hereafter be empowered or authorized by law to use same, provided that such uses are consistent with the zoning regulations and ordinances applicable to the Building and the Premises. Landlord represents and warrants to Tenant that, as of the Commencement Date, the Premises and the use of the Premises for \_\_\_\_\_ use complies with all zoning regulations and ordinances applicable to the Building and the Premises.
3. **TERM.** The initial term of this Lease (the "Initial Term") shall be \_\_\_\_\_ ( ) months(s)/year(s), beginning on \_\_\_\_\_ 20\_\_ (the "Commencement Date") and terminating on \_\_\_\_\_, 20\_\_ (the "Termination Date").
4. **RENT.**

- (a) Tenant shall pay Landlord the sum of \_\_\_\_\_ AND \_\_\_/100 DOLLARS (\$\_\_\_\_\_) as rent (the "Rent") for the Initial Term which shall be paid in arrears, in monthly installments as follows:

<u>Term</u>	<u>PSF</u>	<u>Annual Amount</u>	<u>Monthly Amount</u>
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Rent shall be due and payable on the tenth (10th) day of the subsequent month, beginning on \_\_\_\_\_, 20\_\_\_\_, and continuing each month thereafter. The payment of all Rent shall be made payable to \_\_\_\_\_ and mailed to:

(Name) \_\_\_\_\_  
 (Address) \_\_\_\_\_  
 \_\_\_\_\_

or to such other person or entity or at such other address as Landlord may designate from time to time by written notice to Tenant.

- (b) Subject to the provisions of this Lease, the Rent is based on a full service lease, including all common area maintenance, management fees, Landlord insurance, real estate taxes, utilities and janitorial expenses, with no pass-throughs to Tenant.
- (c) No security deposit shall be required.

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

- (a) Landlord shall deliver quiet possession of the Premises to Tenant on the Commencement Date and shall provide quiet enjoyment of the Premises to Tenant during the Initial Term, and any renewals or extensions thereof.
- (b) On the Commencement Date, Landlord shall deliver the Premises to Tenant in good repair, in compliance with all applicable building and occupancy codes, and in a condition suitable to the use for which it is leased.
- (c) On or before the Commencement Date, Landlord shall provide to Tenant as-built floor plans of the Premises in a digital format reasonably specified by Tenant. If Landlord fails to provide such plans to Tenant in the format specified, Tenant may procure the same and deduct the cost thus incurred from future Rent payments and/or collect the cost from Landlord in any manner provided by law.
- (d) Landlord, and its employees, agents and contractors, shall have the right to enter and pass through any part of the Premises, without prior notice, only in the case of an emergency and to provide routine janitorial services consistent with this Lease. If Landlord, or Landlord's employees, agents or contractors, must enter the Premises in the case of an emergency, then as soon as practicable before or after

such emergency entrance, Landlord, or Landlord's agent, shall contact Director, Space and Real Estate Management (Telephone No. 434.982.0789). This contact person may be changed by proper notice to Landlord.

- (e) Landlord covenants that (i) the Premises and the Building are free of friable asbestos that is not managed under a management plan prepared by an Asbestos Management Planner licensed by the Virginia Department of Professional and Occupational Regulation; and (ii) any friable asbestos discovered in or on the Building or the Premises shall be promptly and properly removed by Landlord, at Landlord's sole expense, in compliance with applicable federal, state and local laws and regulations, provided that, if the asbestos was introduced into the Premises by Tenant, the cost of the removal thereof shall be Tenant's expense.

## 6. MAINTENANCE.

- (a) Landlord warrants that on the Commencement Date, the Premises and all its equipment, including the plumbing, heating, ventilation and air conditioning equipment and systems shall be (i) in good repair and good working order; and (ii) free of termite or other pest infestation and damage.
- (b) Landlord shall equip the Premises and perform all alterations, replacements, improvements, decontamination, and additions to the Premises and the equipment upon the Premises, at Landlord's expense, as shall be necessary at any time during the Initial Term of this Lease, or any extension or renewal thereof, to comply with the provisions of federal, state and local laws and regulations pertaining to health, safety, public welfare, and environmental protection, including laws and regulations pertaining to asbestos, carbon monoxide, polychlorinated biphenyls, urea formaldehyde, lead paint, radon, petroleum product storage tanks, and freon, regardless of the effective date of law or regulation unless the Premises are grandfathered from such laws or regulations. This subsection shall not apply if the necessity for compliance with these laws arises from a grossly negligent or willful act of Tenant, or its employees, agents or contractors, and Tenant is found by a court of competent jurisdiction to be liable for such acts under the Virginia Tort Claims Act, or the Commonwealth's Division of Risk Management consents that the Tenant is so liable.
- (c) It shall be the sole responsibility and obligation of Landlord, at its expense and in accordance with applicable laws, technical publications, manuals and standard procedures, to (i) properly maintain, repair and replace all the structural portions of the Premises, including foundation, sub-floor, structural walls and roof, as well as to keep the Premises and all equipment and non-trade fixtures, in good working order and to perform any required repairs, replacement and maintenance, and (ii) keep all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the Premises in good repair, condition and working order. All equipment and systems shall be maintained to provide reliable, energy efficient service, without unusual

interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The HVAC system shall meet the following standards: (1) must allow for temperature maintenance of 68 degrees F with a minimum of 20% relative humidity in winter months, and 74 degrees F with a maximum of 60% relative humidity in summer months; and (2) fresh air exchange rates and CO2 levels shall comply with ASHRAE Ventilation Standard 62 (2001). As used herein, the word "repair" shall be deemed to include replacement of broken or cracked glass.

- (d) Landlord shall be responsible for mitigation of termite or other pest infestation and shall coordinate with Tenant to ensure that termite and other pest control measures are implemented in a manner that does not jeopardize the health or safety of persons in the Premises.
- (e) All other necessary or required maintenance, repairs and replacements to the Premises and common areas shall be the sole responsibility and expense of Landlord. Landlord's maintenance responsibilities shall include the supply and replacement of all supplies, materials and equipment necessary for such maintenance. Landlord shall provide janitorial services to the Premises five (5) days per week. Janitorial services of a disruptive nature, such as washing or waxing floors and vacuuming, shall be performed outside regular business hours.
- (f) Landlord shall not be obligated to make any repairs to the Premises due to damage caused by the grossly negligent or willful acts of Tenant, or its agents, employees, or contractors.
- (g) If Landlord fails to comply with any of its obligations under this section 6, or fails to keep, repair and maintain the Premises, including all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the Premises, in good repair, condition and working order as provided in this section, then Tenant, at its option and with written notice to Landlord, may either terminate this Lease and all obligations hereunder, or proceed to make, or cause to be made, such upkeep, repair and maintenance, at Landlord's expense. Tenant may deduct the cost thus incurred in fulfilling the Landlord's obligations under this Lease from future Rent payments and/or may collect the cost from Landlord in any manner provided by law. Furthermore, Tenant shall be entitled to deduct from the Rent, or any installment thereof, the per diem rental for each day that the Premises are rendered unsuitable for use as a result of the breakdown or malfunction of any equipment or structural element that Landlord has herein agreed to keep, repair, and maintain; provided, however, that this deduction from the Rent shall not commence until the first day after Landlord has been given notice (which may be oral) of the breakdown or malfunction. No notice of termination shall be given under this section if Landlord, or Landlord's contractor or agent, has physically commenced such repairs and such repair work is being diligently and continuously pursued to completion in a good and workmanlike manner. For purposes of this provision,

“unsuitable for use” shall mean that Tenant in its reasonable discretion has directed its non-essential staff to leave the Building or not report to work: (1) due to health or safety issues relating to the breakdown or malfunction, or (2) because the breakdown or malfunction makes the Premises non-functional for general office use.

- (h) When snow and/or ice removal become necessary, Landlord shall promptly remove all snow and ice from all common areas, including, without limitation, walkways, driveways, parking facilities and loading areas.
- (i) Tenant shall have access to the Premises 24 hours a day, 365 days a year.
- (j) Prior to the Commencement Date, Landlord shall furnish and install appropriate equipment for delivery of mail to the Premises by the United States Postal Service. Such equipment shall meet the specifications of the United States Postal Service.

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

- (a) If the Building or the Premises are damaged by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature or other casualty loss, within ten (10) days of the date of such casualty, Landlord shall advise Tenant, in writing, of the date (the “Commitment Date”) by which Landlord commits to the completion of any repair, replacement, restoration or renovation of the Building and the Premises to their former condition. Within ten (10) days of receipt of notice of such Commitment Date from Landlord, Tenant, in a written notice to Landlord and at its option, shall either (i) terminate this Lease, effective as the date of the casualty, or (ii) elect to continue its occupancy of the Premises pursuant to this Lease. In the latter event, on or before the Commitment Date, Landlord shall repair, replace, restore and renovate the Building and the Premises to their former condition, and there shall be a proportionate abatement of all Rent and other payments otherwise due to Landlord under the terms of this Lease, for the period during which the said repairs, replacement, renovation and restoration are being completed, for that portion of the Premises (including any common areas generally used by Tenant) not substantially usable by Tenant during such period. If Landlord shall fail to perform as herein required, then Tenant may choose either option (i) or (ii) below:
  - (i) Tenant may undertake with its own resources to repair, replace, restore or renovate the Premises (including any common areas generally used by Tenant) and may deduct the reasonable costs of the repairs, replacement, renovation and restoration from the Rent or other payments otherwise due to Landlord under the terms of this Lease, or Tenant may collect all such costs from Landlord in any manner provided by law, if Landlord has not paid for such repairs within thirty (30) days after receipt of billing therefor from Tenant; or

- (ii) Tenant may terminate this Lease by giving fifteen (15) business days written notice to Landlord (which termination shall be effective notwithstanding the stage of completion of such repair, replacement, renovation and restoration).
  - (b) Delay of Landlord and its insurer to reach an agreement on the extent of the work to be performed or the respective responsibilities of Landlord and its insurer relating to the cost of such work shall not constitute a reasonable basis for delay by Landlord in the performance of its obligations herein. If Landlord is willing to repair, replace, renovate and restore the Premises, but is unable to do so in a manner that is substantially equivalent to the quality and condition of the Premises prior to the casualty, then, unless Landlord and Tenant shall agree on an appropriate reduction to the Rent or other concessions, Tenant shall have the right to terminate this Lease upon written notice to Landlord.
- 8. **ALTERATIONS.** Tenant, at its sole cost and expense, may make, or require Landlord to make, such alterations and additions to the Premises as Tenant deems proper. Tenant, however, shall not make any structural alterations of the roof, foundation or exterior walls without the prior written consent of Landlord, unless made pursuant to section 7(a)(i). Tenant, at its sole cost and expense, may install, or require Landlord to install, such fixtures, partitions and make such other improvements as Tenant deems proper. The title and ownership of materials used in such alterations and additions, and all fixtures, partitions, and other improvements made and/or installed by Tenant shall remain in Tenant. Upon termination of this Lease, Tenant may, at its option, remove the fixtures, partitions and other improvements made under this section, in which event any damage to the Premises caused by removal, other than nominal damage (such as screw holes, bracket marks, etc.) shall be repaired by Tenant at its expense. If Tenant elects not to remove the improvements, it shall have no further responsibility for them or their removal.
- 9. **UTILITIES AND SERVICES; INSURANCE; TAXES.**
  - (a) Landlord shall provide, at Landlord's expense, the following utilities and services for the Premises: heating and air-conditioning as conditions require, electricity, gas, water and sewer, janitorial service and trash removal (inclusive of interior collection, disposal services and/or container fees). Landlord shall also provide, or permit Tenant or a telecommunications company to install, telecommunications connections from the public right of way through the Building to the Premises. If Landlord or Landlord's agent interrupts, discontinues or causes the interruption or discontinuation of any of these utilities or services, then Tenant, in addition to any other remedy available under the law, shall be entitled to deduct from the Rent, or other payments otherwise due to Landlord under the terms of this Lease, the per diem rental for each day that the Premises are rendered unsuitable for use due to Landlord's failure to provide such utility or service. For purposes of this provision, "unsuitable for use" shall

mean that Tenant in its reasonable discretion has directed its non-essential staff to leave the Building or not report to work: (1) due to health or safety issues relating to the interruption or discontinuation, or (2) because the interruption or discontinuation makes the Premises non-functional for general office use. If the interruption is caused by Landlord's failure to pay the provider of the utility or service, resulting in the termination of the utility or service by such provider, then Tenant may pay the necessary amount directly to the provider, in which event Tenant shall be entitled to deduct from the Rent, or other payments otherwise due to Landlord under the terms of this Lease, the amount of such payment to the provider.

- (b) Landlord shall be responsible for all real estate taxes or charges in lieu of taxes applicable to the Premises.
- (c) Landlord, at Landlord's expense, shall keep the Premises and the Building insured against damage by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature and casualty loss, under a broad form extended coverage or similar property loss policy. The policy shall cover at least eighty percent (80%) of the replacement cost of the Premises and the Building. In addition, Landlord shall maintain a commercial general liability insurance policy, providing coverage for contractual liability, bodily injury and property damage, with limits of liability not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

10. **CONDITION OF COMMON AREAS.**

- (a) Landlord, at Landlord's sole expense, shall maintain in a good, clean and safe condition, all common areas and common facilities, including all hallways, walkways, driveways, parking facilities and loading areas, and all related exterior lighting, to be used by Tenant in common with other tenants. If Landlord fails to maintain such areas or facilities in a good, clean and safe condition, or to make all repairs and/or improvements within a reasonable time after written notice, then Tenant may terminate this Lease or proceed to make repairs or improvements, pursuant to the provisions of section 6(g). Tenant shall give to Landlord or its agents not less than fifteen (15) business days prior written notice before commencing any such repairs or maintenance, except that no prior notice shall be required in any event in which the condition in need of repair or maintenance creates an unreasonable risk of injury to person or property.
- (b) Without limiting the foregoing, Landlord shall (i) maintain parking lots, drive aisles and sidewalks free of cracks and potholes so as to provide safe pedestrian and vehicular access, (ii) maintain sufficient lighting of parking lots, sidewalks and building entrances to provide safe pedestrian access, and (iii) landscape areas surrounding the Building, including, without limitation, parking lots and sidewalks to provide a safe environment (whenever practical, by adherence to best

management practices as outlined by the International Crime Prevention Through Environmental Design Association).

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

- (a) In addition to any other requirements or covenants in this Lease, and at all times during the Initial Term and during any renewals or extensions thereof, Landlord covenants that, as to the Premises and the common areas of the Building, it has fully complied, or will comply, to the fullest extent required by law, with:
  - (i) the facilities accessibility laws, regulations and standards required by the “Americans With Disabilities Act of 1990,” including Titles II and III thereof, and the regulations and standards promulgated thereunder, including the regulations promulgated by the U.S. Department of Justice (28 CFR Chapter 1, Part 36 and the Standards for Accessible Design Pt. 36, App. A, entitled “ADA Accessibility Guidelines for Buildings and Facilities”), as amended; and
  - (ii) the minimum requirements of the Virginia Uniform Statewide Building Code (VUSBC), Volume I-New Construction, as amended, pertaining to access by the physically handicapped and aged persons, including Chapter 11 (“Accessibility”) of the VUSBC, which, in part, incorporates the regulations and referenced standards of the U.S. Department of Justice identified above.

To the extent the minimum requirements of the VUSBC are more restrictive than applicable federal requirements, the VUSBC shall control. Landlord further covenants that, following the date of execution of this Lease, all alterations of the Premises and common areas shall be undertaken by Landlord in such a manner that the ADA and the regulations and standards promulgated thereunder and the VUSBC are fully complied with to the extent required by law and as herein provided.

Tenant may discover that an element of the Premises, or the construction or design of the Premises, as well as the other facilities or areas noted above, or alterations thereto, are not in compliance with the requirements herein set forth, including the referenced standards or guidelines pertaining to the ADA. In such event, Tenant shall promptly notify Landlord (or Landlord’s agent) in writing detailing both the requirement and the noted deficiency and specifying the action required to bring about compliance.

Should the Landlord fail within thirty (30) calendar days following such notice to comply or to propose in writing an alternative for compliance that the Tenant deems acceptable, or, alternatively, fail to convince the Tenant that compliance is not required, either because such accommodation as would otherwise be required would constitute an undue hardship when measured against the financial



resources of the Landlord or because the facilities are nevertheless accessible and usable by individuals with disabilities, then Tenant may undertake with its own resources to accomplish the work needed to achieve such compliance and may deduct the reasonable costs of such accommodation from the Rent or other sums then otherwise due Landlord under the terms of this Lease, or may terminate this Lease by giving three (3) months' written notice to Landlord.

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

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

- (a) Landlord understands and acknowledges that Tenant is an agency of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences on or about the Premises, including product liability, the Commonwealth and Tenant are either (i) constitutionally immune (or partially immune) from suit, judgment or liability, (ii) insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices.
- (b) Landlord understands and acknowledges that Tenant has not agreed to provide any indemnification or save harmless agreements running to Landlord. No provision, covenant or agreement contained in this Lease shall be deemed to be a waiver of the sovereign immunity of the Commonwealth of Virginia or Tenant from tort or other liability.
- (c) This Lease shall be governed by, and construed according to, the laws of the Commonwealth of Virginia. The parties choose the City/County of \_\_\_\_\_, Virginia, as the venue for any action instituted pursuant to the terms of this Lease.
- (d) Notwithstanding any other provision of this Lease, if the Tenant shall cease to exist, and is not replaced by a successor entity with similar powers and purposes, or its powers and authority are limited so as to not permit the continued use of the Premises for the purpose and use for which same are leased, then this Lease and all responsibility or obligations of the Tenant under this Lease shall terminate. In such event, the Tenant will endeavor to give as much notice as is reasonably possible of the event resulting in the termination of this Lease and the anticipated termination date, but failure to give such notice shall not affect the termination.
- (e) Agencies of the Commonwealth of Virginia cannot expend funds unless appropriated by the Virginia General Assembly and may not obligate a future session of the Virginia General Assembly. Therefore, notwithstanding any provision in this Lease to the contrary, if any session of the Virginia General Assembly fails to appropriate funds for the continuance of this Lease, this Lease

and all obligations hereunder shall automatically terminate upon depletion of the then currently appropriated or allocated funds.

**13. REPORT OF OCCUPANCY.**

- (a) Tenant shall, within fifteen (15) business days after receipt of a written request by Landlord, submit to Landlord, or its designee, a written Report of Occupancy specifying: (i) the date of possession of the Premises by Tenant and the date on which this Lease terminates, (ii) whether this Lease is in full force and effect, (iii) the annual Rent, (iv) whether there have been any modifications to this Lease, and if there have been, a description of all such modifications, and (v) whether Tenant has knowledge of any default hereunder on the part of Landlord, or if it does have such knowledge, a description of any such default.
- (b) The issuance of a report requested under subsection 13(a), or any errors or omissions in such report: (i) shall not operate as an estoppel against either the Commonwealth of Virginia or Tenant, (ii) shall not form or provide any basis for liability against the Commonwealth or Tenant, and (iii) shall not operate as a waiver of any rights or defenses that may be available to the Commonwealth or Tenant either at that time or in the future.

**14. CONDEMNATION.**

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

**15. SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT.** Upon request by Landlord, Tenant agrees to execute a Subordination, Attornment and Non-Disturbance Agreement that substantially conforms to Exhibit \_\_\_\_, attached hereto. Any modification thereof shall be subject to approval by Tenant and the Office of the General Counsel.

16. **SIGNAGE.** Landlord, at its expense, shall provide building standard signage listing Tenant on the Building directory and at the entrance to Tenant's suite.

17. **RENEWAL, TERMINATION AND HOLDOVER.**

- (a) Renewal. Tenant may extend the term of this Lease for up to \_\_\_\_\_ ( ) successive renewal terms (each a "Renewal Term") of \_\_\_\_\_ ( ) upon providing a minimum of four (4) months' written notice to Landlord prior to the expiration of the Initial Term or the immediately preceding Renewal Term, as applicable. Rent during the Renewal Term shall be \$ \_\_\_\_\_ per year.
- (b) Termination. Unless otherwise terminated herein, Tenant may elect to terminate this Lease and vacate the Premises at any time during any Renewal Term upon providing a minimum of six (6) months' prior written notice to Landlord.
- (c) Holdover. If Tenant continues to occupy the Premises after the expiration of the Initial Term or any Renewal Term, as applicable ("Holdover"), such Holdover shall be deemed a tenancy from month-to-month on the same terms and conditions, including any escalation in Rent, as existed immediately prior to the commencement of the Holdover. Either party may terminate such Holdover upon providing a minimum of four (4) months' prior written notice to the other party.
- (d) Condition of Premises. At the termination of this Lease, Tenant shall peaceably deliver the Premises in the same condition as originally accepted, except for damage by accident or fire, reasonable wear and tear, and subject to any provisions herein to make repairs and restoration.
- (e) Posting of Notice. After notice of termination has been properly given by either party, Landlord may elect to post a notice that the Premises are available for lease. Landlord may show the Premises to prospective tenants only during Tenant's normal business hours, with prior notice to Tenant and in such a manner so as not to disturb Tenant's operations.

18. **NOTICES.**

- (a) All notices (except as provided in section 17(e)) to Tenant required or permitted under this Lease shall be given in any manner set out in subsection (c) of this section, to Tenant addressed to:

Lease Administrator  
Space and Real Estate Management  
P.O. Box 400884  
Charlottesville, VA 22904

- (b) All notices to Landlord required or permitted under this Lease shall be given in any manner set out in subsection (c) of this section, to Landlord addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Landlord Name  
(Landlord Address)

- (c) Wherever a notice is required under this Lease, notice shall be deemed to have been duly given if in writing and either: (i) personally served; (ii) delivered by prepaid nationally recognized overnight courier service; or (iii) forwarded by registered or certified mail, return receipt requested, postage prepaid.
- (d) Each such notice shall be deemed to have been given to or served upon the party to which addressed on the date the same is received by the party or delivery is refused. Each party to this Lease shall notify the other party of a new address at which to deliver notices, which notice shall be given in the manner provided above, and unless and until such notice of new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in this section.
- (e) Where notice is sent by an alternative method, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed.

19. **BINDING EFFECT; AMENDMENTS.** The covenants, agreements, and rights contained in this Lease shall bind and inure to the respective heirs, personal representatives, successors and assigns of Landlord and Tenant. This Lease constitutes the entire, full and complete understanding and agreement between Landlord and Tenant, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Lease and shall be null, void and without legal effect. Neither party, nor any agent of either party, has any authority to alter, amend or modify any of the terms of this Lease, unless the amendment is in writing and executed by all parties to this Lease with the same formality as this Lease. This Lease shall not be effective or binding unless and until signed by all parties.

20. **DEFAULT.**

- (a) The termination of this Lease by Tenant pursuant to the provisions contained herein shall not be a default hereunder.
- (b) If either party shall breach any provision of this Lease, the non-breaching party shall give written notice thereof to the breaching party. The breaching party shall have thirty (30) days from the receipt of the notice to cure the breach and, if not so cured, the non-breaching party may, at its option, exercise such rights as may exist at law or in equity, except that Landlord shall not take possession of the Premises by any self-help remedy. The provisions of this subsection shall not be

construed as imposing any additional obligations on the non-breaching party to the extent that this Lease permits the non-breaching party to take certain actions as a result of a breach by the other party.

21. **PRESUMPTIONS.** No presumption shall be created in favor of or against any of the parties to this Lease with respect to the interpretation of any term or provision of this Lease due to the fact that this Lease, or any part hereof, was prepared by or on behalf of one of the parties hereto.
22. **ASSIGNMENT OR SUBLEASE.** Tenant may not assign this Lease, or sublet the Premises, without the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, except that Tenant may assign this Lease to any other agency of the Commonwealth of Virginia without Landlord's consent.
23. **BROKERAGE.** Each party hereto hereby represents and warrants to the other that, in connection with the leasing of the Premises hereunder, the party so representing and warranting has not dealt with any real estate broker, agent or finder.
24. **HEADINGS.** The headings of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.
25. **ADDITIONAL PROVISIONS.** This Lease is subject to the following terms, conditions, modifications, additions and/or deletions provided in the following designated attachments, exhibits and riders, which are hereby incorporated into this Lease:

Attachments: \_\_\_\_\_

Exhibits:     A     Floor Plan  
                  B     Subordination Agreement  
                  C     Janitorial Specifications  
                          *(additional exhibits may be attached; exhibits above may be renumbered)*

Riders: \_\_\_\_\_

\_\_\_\_\_ NONE (Check if NONE)

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

LANDLORD: \_\_\_\_\_ [ALL CAPS],  
a \_\_\_\_\_ corporation / limited partnership / limited liability  
company

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

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

The foregoing Deed of Lease was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, acting in his/her capacity as \_\_\_\_\_  
of \_\_\_\_\_ [insert name of corporation, limited partnership,  
limited liability company], a \_\_\_\_\_ [corporation / limited partnership / limited  
liability company], on behalf of the [corporation / limited partnership / limited liability company]

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

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

TENANT: THE RECTOR AND VISITORS OF THE  
UNIVERSITY OF VIRGINIA

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

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

The foregoing Deed of Lease was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, acting in his/her capacity as Assistant Vice President for Finance and University Comptroller of The Rector and Visitors of the University of Virginia, an educational institution of the Commonwealth of Virginia, on behalf of the institution.

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

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

Reviewed and Approved  
As to Legal Form and Sufficiency:

By: \_\_\_\_\_  
Associate General Counsel and  
Special Assistant Attorney General