

Deed of Lease

This Deed of Lease (the "Lease") is dated the _____ day of _____, 20__, between _____, as Grantor (the "Landlord"), and _____, as Grantee (the "Tenant").

WITNESSETH

1. PREMISES. For and in consideration of the terms, conditions, covenants, promises and agreements herein made, the Landlord leases to the Tenant 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 legal description and address including zip code. Include rentable s/f and/or acreage, parking facilities and number of parking spaces]

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

2. USE OF PREMISES. The Premises are to be used and occupied by the Tenant for _____ or for such purpose or purposes as the Tenant may now or hereafter be empowered or authorized by law to use same.

3. TERM.

(a) 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").

(b) The Landlord warrants that the 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 the Landlord does not have this right, then the 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.

4. RENT.

(a) The Tenant shall pay the Landlord the sum of Dollars (\$_____) as rent (the "Rent") for the Initial Term which shall be paid in arrears, in installments of _____ (\$_____), at the end of each month. Rent is due and payable beginning on _____, 20__, and each month

thereafter for the Initial Term, including any renewal or extension thereof. 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 the Landlord may designate from time to time by written notice to the Tenant.

5. POSSESSION AND CONDITION OF PREMISES.

(a) The Landlord shall deliver quiet possession of the Premises to the Tenant on the Commencement Date and shall provide quiet enjoyment of the Premises to the Tenant during the Initial Term, and any renewals or extensions thereof.

(b) On the Commencement Date, the Landlord shall deliver the Premises to the Tenant in good repair and in a condition suitable to the use for which it is leased.

(c) The 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. If the Landlord, or the 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, the Landlord, or the Landlord's agent, shall contact _____ (Telephone # _____).

(d) The Landlord covenants that (i) the Premises and the building of which the Premises (the "Building") forms a part have been inspected by an Asbestos Inspector licensed by the Virginia Department of Professional and Occupational Regulation and the Building and the Premises 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 the Landlord, at the 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 the Tenants expense.

6. MAINTENANCE.

(a) The 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 in good repair and good working order.

(b) The Landlord shall equip the Premises and perform all alterations, replacements, improvements, decontamination, and additions to the Premises and the equipment upon the Premises, at the 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 the Tenant or its employees and the Tenant is found by a court of competent jurisdiction to be liable for such acts under the Virginia Tort Claims Act.

(c) It shall be the sole responsibility and obligation of the 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. As used herein, the word "repair" shall be deemed to include replacement of broken or cracked glass.

(d) All other necessary or required maintenance, repairs and replacements to the Premises and common areas shall be the sole responsibility and expense of the Landlord. The Landlord's maintenance responsibilities shall include the supply and replacement of all supplies, materials and equipment necessary for such maintenance.

(e) The Landlord shall not be obligated to make any repairs to the Premises due to damage caused by the grossly negligent or willful acts of the Tenant, or its agents, employees, or contractors.

(f) If the Landlord fails to keep, repair and maintain the Premises and 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 the Tenant, at its option, may either immediately terminate this Lease and all obligations hereunder, or proceed to make, or cause to be made, such upkeep, repair and maintenance, at the Landlord's expense. The 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 the Landlord in any manner provided by law. Furthermore, the 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 which the 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 the 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 the Landlord has physically commenced such repairs or is causing such repairs to be made, and such repair work is being diligently and continuously pursued to completion in a good and workmanlike manner.

(g) When and as snow and/or ice removal become necessary, the Landlord shall promptly remove all snow and ice from all walkways, loading areas, common areas, and parking areas.

7. DAMAGE OR DESTRUCTION OF THE PREMISES.

(a) If the Premises are damaged by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature or other casualty loss, and, in the reasonable opinion of the Tenant, the Premises are thereby rendered untenable or unusable for the Tenant's purposes, this Lease shall immediately terminate, at the option of the Tenant, upon written notice to the Landlord.

(b) If the Premises are damaged by fire or otherwise, but in the reasonable opinion of the Tenant is not rendered totally untenable and unusable, upon being notified to do so by the Tenant or its duly authorized agent, the Landlord shall repair and restore the Premises as promptly as possible to their former condition, in which event there shall be a proportionate abatement of all Rent and other payments otherwise due to the Landlord under the terms of this Lease, for the period during which the said repairs and restoration are being completed, for that portion of the Premises not substantially usable by the Tenant during such period. If the Landlord fails to make all repairs, replacement, restoration, or renovation as required in this subsection, or as otherwise required in this Lease where no other remedy is expressly provided, within a reasonable time after written notice to the Landlord, then the Tenant may choose either option (i) or (ii) below:

(i) The Tenant may undertake with its own resources to repair, replace, restore or renovate the Premises and may deduct the reasonable costs of the repairs, replacement, restoration, and renovation from the Rent or other payments otherwise due to the Landlord under the terms of this Lease, or any renewal or extension thereof, or the Tenant may collect all such costs from the Landlord in any manner provided by law, if the Landlord has not paid for such repairs within 30 days after receipt of billing therefor from the Tenant; or

(ii) The Tenant may terminate this Lease by giving fifteen (15) business days written notice to the Landlord. No notice of termination shall be given by the Tenant under this subsection if the Landlord, or its agents, has physically commenced repairs, replacement, restoration or renovation, and the work is being diligently and continuously pursued to completion in a professional and workmanlike manner.

8. ALTERATIONS BY THE TENANT. The Tenant, at its sole cost and expense, may make alterations and additions to the Premises as the Tenant deems proper. The 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(b)(i). The Tenant, at its sole cost and expense, may install fixtures, partitions and make such other improvements as the Tenant may deem proper and the title and ownership of materials used in such alterations and additions, and all fixtures, partitions, and other improvements made and/or installed by the Tenant shall remain **the property of** ~~in~~ the Tenant. Upon termination of this Lease, the 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 the Tenant at its expense. If the 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) The Landlord shall provide, at the Landlord's expense, the following utilities and services for the Premises: heating and air-conditioning as conditions require, electricity, gas, water and sewer, janitorial, interior trash removal, and telephone service to the Premises. If the Landlord or Landlord's agent interrupts, discontinues or causes the interruption or discontinuation of any of these utilities or services, then the 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 the Landlord under the terms of this Lease or any renewal or extension thereof, either (i) the per diem rental for each day that the Premises are rendered unsuitable for use due to the Landlord's failure to provide such utility or service, or (ii) the actual cost to provide the utility or service if not provided by the Landlord.

(b) The Landlord shall be responsible for all real estate taxes or charges in lieu of taxes applicable to the Premises.

(c) The 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, the Landlord shall maintain broad form general commercial liability

insurance sufficient to ensure reasonable financial responsibility in the event of liability for injury, loss or damage at the Premises, the common areas and facilities.

10. CONDITION OF COMMON AREAS. The Landlord, at the Landlord's sole expense, shall maintain in a good, clean and safe condition, all common areas and common facilities, including all hallways, walkways, parking areas, and all related exterior lighting, to be used by the Tenant in common with other tenants. If the 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 the Tenant may terminate this Lease or proceed to make repairs or improvements, pursuant to the provisions of Section 6(f).

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, the Landlord covenants that, as to the Premises, it has fully complied, or will comply, with (i) the facilities accessibility laws, regulations and standards required by the "Americans With Disabilities Act of 1990" (the "ADA"), 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 said VUSBC, which, in part, incorporates the regulations and referenced standards of the U.S. Department of Justice identified above, to the fullest extent required by law, as if the Premises were newly constructed. To the extent the minimum requirements of the VUSBC are more restrictive than applicable federal requirements, VUSBC shall control. The Landlord further covenants that the Premises, as well as parking lots, entrances, common areas, restrooms and passageways, will be so maintained as to cause the Tenant to be and remain in compliance with said ADA and all regulations promulgated thereunder applicable to handicapped accessibility, as the same are applicable to the Tenant as a "public entity" and as the same would be applicable to the Tenant if a private entity operating a place of public accommodation (except as noted below with respect to trade fixtures). The Landlord further covenants that, following the date of execution of this Lease, all alterations of the Premises and other facilities areas, including common areas and parking facilities, that shall be undertaken by the Landlord, to the extent the same could otherwise affect the accessibility/usability of the Premises by the disabled, shall be undertaken in such a manner that, to the maximum extent feasible, the path of travel to the altered area or facilities or to the restrooms, telephones, and drinking fountains serving the altered area, are readily accessible to and usable by individuals with disabilities and 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. Should the Tenant discover that an element of the Premises, or the

construction or design of the Premises, as well as the other facilities 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, the Tenant shall promptly notify the Landlord (or the 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 which 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 the Landlord under the terms of this Lease or any renewal or extension thereof, or may terminate this Lease by giving three (3) months written notice to the Landlord.

(b) Without in any way limiting the foregoing requirements, the Tenant has identified below certain minimum design considerations and general handicapped accessibility requirements which are applicable to the Premises and related facilities, unless marked "Not Applicable";

(i) If public or private parking is provided, at least one accessible parking space, properly designated for handicapped parking, shall be provided as close as possible to an accessible route to the primary Building entrance.

(ii) Walks used as accessible routes to the Premises shall comply with applicable accessibility standards.

(iii) An accessible primary entrance into the Building shall be at grade or ramped to grade in accordance with applicable accessibility standards.

(iv) At least one route (consisting of walkways, corridors, doors and common areas), from the location of accessible parking spaces into the Premises, shall be accessible.

(v) If support areas within the Building (e.g. lunch rooms, meeting rooms, etc.) are used by the Tenant, its employees or the public, such areas shall be accessible.

(vi) If the Tenant occupies floors other than the main floor, at least one accessible elevator shall be provided.

(vii) An accessible unisex restroom shall be provided, or, in the alternative, separate male and female accessible restrooms; and, in either case, with accessible equipment.

(viii) All corridors, doors and spaces within the Premises and used by the public or employees of Tenant shall be accessible.

(ix) Where appropriate, directional signs complying with the standards shall be provided directing handicapped persons to an accessible route or entrance to the Premises.

(c) The foregoing provisions of this Section, as applied to the Landlord, shall not apply to trade fixtures installed by Tenant or Tenant's layout of such trade fixtures.

12. DISCLOSURES; NON-WAIVER; APPROPRIATIONS.

(a) The Landlord understands and acknowledges that the 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 the 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) The Landlord understands and acknowledges that the Tenant has not agreed to provide any indemnification or save harmless agreements running to the 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 of the 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 of Richmond, 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 triggering 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) The Tenant shall, within fifteen (15) days after receipt of a written request by the Landlord, submit to the Landlord, or its designee, a written Report of Occupancy specifying: (i) the date of possession of the Premises by the Tenant and the date on which the Lease terminates, (ii) whether this Lease is in full force and effect, (iii) the annual Rent, (iv) whether there have been any modifications to the Lease, and if there have been, a description of all such modifications, and, (v) whether the Tenant has knowledge of any default hereunder on the part of the 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 the Tenant, (ii) shall not form or provide any basis for liability against the Commonwealth or the Tenant, and (iii) shall not operate as a waiver of any rights or defenses that may be available to the Commonwealth or the Tenant either at that time or in the future.

14. CONDEMNATION.

(a) The Landlord shall give immediate notice to the Tenant of any discussions, offers, negotiations or proceedings with any party regarding condemnation or taking of any portion of the Premises.

(b) In the event that 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, 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, the Tenant assigns to the Landlord any rights that the Tenant may have in and to any portion of a condemnation award, but such an assignment shall exclude any portion that may be due for, or attributed to, the Tenant's fixtures, moving expenses and allowances.

15. SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT. Upon request by the Landlord, the Tenant agrees to execute a Subordination, Attornment and Non-Disturbance Agreement that substantially conforms to Exhibit ____, attached hereto, provided, however, that all such agreements are subject to approval by the Tenant and the Office of the Attorney General of Virginia.

16. TERMINATION.

(a) Unless otherwise terminated as provided herein, a prior written notice of at least three (3) months shall be given by the Tenant should it desire to terminate this Lease and vacate the Premises at the end of the Initial Term, or any renewal or extension thereof. Subject to the

Tenant's option to renew this Lease, if any, should the Landlord desire to terminate the Lease and take possession of the Premises at the end of the Initial Term, or any renewal or extension thereof, a prior written notice of at least three (3) months shall be given by the Landlord. Unless and until such notice is given by either party, this Lease shall automatically renew and continue in force from year to year ("renewal term") at the same Rent that was payable during the last or prior month of this Lease, or any renewal or extension thereof, and subject to all the terms, conditions and covenants herein contained. During any renewal term, the Tenant, at its option, may terminate this Lease at any time upon at least three (3) months written notice to the Landlord.

(b) If the Tenant shall continue to occupy ~~of~~ the Premises after the termination date specified in a proper notice to terminate as provided in Section 16(a) (a "holdover"), such holdover shall be deemed a tenancy from month-to-month upon the same Rent and other terms and conditions as existed immediately prior to the commencement of the holdover. The Landlord shall have the right to regain possession of the Premises in any manner provided by law, exclusive of self-help remedies. Possession of the Premises by the Tenant in accordance with the provisions of Section 16(a) shall not be deemed a holdover.

(c) At the termination of this Lease, the Tenant will peaceably deliver the Premises in as good condition as when it was formally accepted, nominal damage and normal wear and tear excepted, and subject to any agreement by the Landlord to make repairs and restoration as provided elsewhere in this Lease.

(d) Once notice of termination has been properly given by either party to this Lease, the Landlord shall have the right to post a notice that the Premises are for rent and may show the Premises to any person desiring to rent the same during the business hours maintained by the Tenant for the Premises, and only at such other times as the Tenant may permit.

17. NOTICES.

(a) All notices to the Tenant required or permitted under this Lease shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the Tenant addressed to:

Leasing Coordinator
Virginia Commonwealth University
Real Estate and Insurance Services
700 West Grace Street, Suite 3200
P.O. Box 843040
Richmond, Virginia 23284-3040

Phone: (804) 828-0004
Fax: (804) 828-8510

(b) All notices to the Landlord required or permitted under this Lease shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the Landlord addressed to:

(Name) _____
(Address) _____

Phone:

Fax:

(c) Where, under the terms of this Lease, a notice is sent by certified U.S. mail, postage prepaid, return receipt requested, such notice shall be deemed to have been given as of the date of mailing such notice. Each party to this Lease shall notify the other party of a new address at which to mail 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 Section 17(a) or Section 17(b), as appropriate.

(d) Where, under the terms of this Lease, a notice is required or permitted to be sent by certified U.S. mail, postage prepaid, return receipt requested, and such notice is not sent in such manner, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed.

18. 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 the Landlord and the Tenant. This Lease constitutes the entire, full and complete understanding and agreement between the Landlord and the 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.

19. DEFAULT.

(a) The termination of this Lease by the 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 the 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.

20. 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, as may be evidenced by the disclosure on the face of this Deed of Lease made pursuant to Virginia Code Section 17.1-223.

21. ASSIGNMENT. The Tenant may not assign this Lease, or sublet the Premises, without the written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.

22. HEADINGS. The heading of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.

23. 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 Deed of Lease:

Attachments: _____

Exhibits: _____

Riders: _____

_____ NONE (Check if NONE)

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

LANDLORD: VIRGINIA COMMONWEALTH UNIVERSITY
REAL ESTATE FOUNDATION

By: _____

Brian J. Ohlinger
Title: Secretary, VCU Real Estate Foundation

TENANT: VIRGINIA COMMONWEALTH UNIVERSITY

By: _____
Paul W. Timmreck
Title: Senior Vice President for Finance and
Administration

COMMONWEALTH OF VIRGINIA
CITY OF Richmond, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by Brian J. Ohlinger acting in his capacity as Secretary of the Virginia Commonwealth University Real Estate Foundation on behalf of the Foundation.

My commission expires _____
_____ Notary Public

COMMONWEALTH OF VIRGINIA
CITY OF Richmond, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Paul W. Timmreck acting in his capacity as Senior Vice President of the Commonwealth of Virginia, Virginia Commonwealth University, Department of Finance and Administration, on behalf of the agency.

My commission expires _____
_____ Notary Public

EXHIBIT ____

CERTIFICATE OF LEASE COMMENCEMENT

This Certificate of Lease Commencement, dated _____ 20__, is entered into by and

between _____, as Landlord, and the Commonwealth of Virginia, _____ as Tenant, the parties to a certain Deed of Lease (the "Lease") demising certain premises (the "Premises") located in the City/County of _____, Virginia, which are more fully described in said Lease dated _____.

The undersigned Landlord and Tenant do hereby declare and confirm that the Tenant has accepted the Premises effective as of the ____ day of _____, 20__, and agree that the Initial Term of the Lease shall commence on the ____ day of _____, 20__, and terminate on the ____ day of _____, 20__.

The undersigned do hereby further confirm that the Premises contain _____ square feet, more or less, of rentable floor area and that the annual rent shall be as specified in the Lease.

All other provisions in the Lease shall remain unchanged and in full force and effect [,except that the dates of the option to renew (Section ____ of the Lease) shall be deemed modified in accordance with, and to comply with, the above agreed lease term].

The Tenant does hereby declare and confirm that the work required by the Landlord under the Lease has been completed by Landlord and accepted by Tenant and the undersigned do hereby declare and confirm that the Lease is in full force and effect.

LANDLORD

By: _____

Title: _____

TENANT

COMMONWEALTH OF VIRGINIA

By: _____

Title: _____

REPORT OF OCCUPANCY

This REPORT OF OCCUPANCY is made this ___ day of _____, 200_ , by the COMMONWEALTH OF VIRGINIA, _____ {AGENCY NAME), as Tenant, with _____ [LANDLORD NAME], as Landlord, under that Deed of Lease, dated _____ (and amended _____ (date), [and recorded in the Clerk’s office of the Circuit Court of the City/County of _____, Virginia, in Deed Book _____, Page(s) _____] (the “Lease”), relating to

the property known as _____ (full address). This Report of Occupancy is made by Tenant at the request of Landlord on account of a loan made or to be made by _____ (“Lender”), secured or to be secured by a deed of trust upon the demised premises (and the property of which the Premises forms a part).

Tenant certifies as of the date of this report that:

1. The Deed of Lease is now in full force and effect, there are no amendments thereto other than those cited above, and there are no other agreements between the Tenant and Landlord relating to the Premises.
2. Tenant has accepted and is now in possession of the demised premises, pursuant to the terms of the Deed of Lease, and all requirements for the commencement and validity of the Deed of Lease have been satisfied.
3. No offset or credit for any rent is due to Tenant, and no payment of rent under the Deed of Lease has been paid more than 30 days in advance of its due date. It is understood that the Deed of Lease provides that the rent is paid monthly in arrears and that the Tenant is subject to the Virginia Prompt Payment Act.
4. All improvements required to be made by Landlord, according to the Deed of Lease, have been satisfactorily completed.
5. Landlord has fulfilled all of its duties of an inducement nature and is not in default in any manner in the performance of any of the terms of the Deed of Lease.
6. The original base rental, in the amount of \$ _____ per month, commenced to accrue on the ____ day of _____, 20___. The current lease term expires on the ____ day of _____, 20___. The present rental amount is \$ _____ per month.
7. The Deed of Lease does not require and Tenant does not pay any percentage rent over and above the base rent indicated above.
8. Tenant has no notice or knowledge of any assignment, hypothecation, or pledge of rents by Landlord.
9. Tenant does not have an option to purchase the demised premises (or the property of which the Premises forms a part).
10. Tenant has not paid any security deposit and none is being held by Landlord relating to the Deed of Lease.

Tenant acknowledges that as a part of Lender's loan to Landlord, Landlord has made or will make an assignment of Landlord's interest in the Deed of Lease to Lender. Tenant understands that, until further notice from Lender, it may continue to make rent payments to Landlord. Tenant hereby requests a letter from Landlord confirming the loan has been closed and a formal notice of such assignment together with an executed copy of the assignment instrument.

Upon receipt of the letter and notice, as aforesaid, along with an executed copy of the assignment instrument, Tenant will notify Lender in the event of any extension or renewal of the Lease, and forward copies to Lender of all notices it may send to Landlord pursuant to the Deed of Lease.

Notwithstanding any of the foregoing provisions of this Report, neither Landlord nor Lender, nor any other party, shall have any right to assert any liability upon or against the Commonwealth of Virginia, Tenant, or any of its agents, members or employees, in connection with this Report or the statements herein made. Nothing herein shall be deemed to be a waiver of the sovereign immunity of the Commonwealth of Virginia or Tenant.

COMMONWEALTH OF VIRGINIA
[AGENCY NAME]

By: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing Report of Occupancy was acknowledged before me on the ___ day of _____, 200__, in the jurisdiction aforesaid, by _____, as _____ of the Commonwealth of Virginia, _____, on behalf of the agency.

My commission expires: _____

Notary Public

EXHIBIT _

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

This Subordination, Attornment and Non-Disturbance Agreement is dated _____, 200__ by and between _____ and the Commonwealth of Virginia, Virginia Commonwealth University.

Whereas, by Deed of Lease (the "Lease"), dated _____, _____, as Landlord (the "Landlord"), demised certain property described as _____ Richmond, Virginia (the "Premises") to the Commonwealth of Virginia, Virginia Commonwealth University, as Tenant (the "Tenant"); and,

Whereas, _____ (the "Lender") is secured by a Deed Of Trust (the "Deed of Trust") upon certain property, of which the Premises forms a part (the "Property"), described in Exhibit __, which exhibit is attached hereto and made a part hereof; and,

Whereas, the Lender has requested that the Tenant execute a subordination and attornment agreement and the Tenant has agreed upon the condition that it simultaneously be provided with certain assurances that its tenancy under the Lease will not be disturbed.

Now, therefore, for and in consideration of the respective and mutual agreements herein set forth the parties agree as follows:

The Lender hereby expressly agrees that as long as the Tenant or its lawful successors or assigns shall continue to pay the rent as provided for in the Lease and otherwise comply with the terms and provisions thereof, neither the Lender nor its successors or assigns shall disturb the Tenant or its lawful assigns in its quiet possession of the Premises during the term of the Lease.

The Lender further agrees that the lien of the Deed of Trust shall not cover any of the Tenant's fixtures, alterations or improvements which the Tenant, under the terms of the Lease, is permitted to remove from the Premises.

The Tenant agrees that its rights under the Lease shall be subordinated to the lien of the Deed of Trust provided that the Tenant's tenancy shall not be disturbed nor shall the Lease be affected by any default under the Deed of Trust. The Tenant further agrees that, in the event of a foreclosure or other enforcement of the Deed of Trust, or sale in lieu thereof, it will attorn to any purchaser of the Property of which the Premises form a part, and recognize such purchaser as the Landlord under the Lease upon the then executory terms and conditions of the Lease for the remainder of the term of the Lease, provided that such purchaser shall then be entitled to possession of the Premises subject to the provisions of the Lease.

LENDER

Name

By: _____

Title: _____

TENANT

COMMONWEALTH OF VIRGINIA
Virginia Commonwealth University

By: _____
Paul P. Jez
Title: Associate Vice President for Business
Services and Treasurer

STATE OF _____
CITY OF _____, to wit:

The foregoing Amendment was acknowledged before me this _____ day of
_____, 20__ by _____ acting in his capacity as
_____ of _____ on behalf of the
_____.

My commission expires _____

Notary Public

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__, by Paul P. Jez acting in his capacity as Associate Vice President of the
Commonwealth of Virginia, Virginia Commonwealth University, Department of Business Services
and Treasurer, on behalf of the agency.

My commission expires _____

Notary Public

Office of the Attorney General
Approved as to form:

Special Assistant Attorney General

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____ to-wit:

The foregoing Certificate of Lease Commencement was acknowledged before me by
_____ on the ___ day of _____, 20___, in the
jurisdiction aforesaid.

My commission expires: _____
_____ Notary Public

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____ to-wit:

The foregoing Certificate of Lease Commencement was acknowledged before me by
_____ on the ___ day of _____, 20___, in the
jurisdiction aforesaid.

My commission expires: _____
_____ Notary Public