RESIDENT CURATOR DEED OF LEASE

between

BOARD OF SUPERVISORS OF FAIRFAX COUNTY as LESSOR ("LESSOR")
and

MICHAEL NAKAGAKI and SONJA LUPESCU as LESSEE ("RESIDENT CURATOR")

on Property owned by the

FAIRFAX COUNTY PARK AUTHORITY ("PROPERTY OWNER")

at the

Lahey House
9750 Brookmeadow Drive
Vienna, Virginia 22182

in

LAHEY LOST VALLEY

Parcel Identification Number 0283 01 0008

RESIDENT CURATOR LEASE

THIS **DEED OF LEASE** ("**Lease**") made this **____ day of _____ , 2026 (the "Lease Effective Date")** by and between the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA** ("**BOS**"), 12000 Government Center Parkway, Suite 424, Fairfax, Virginia 22035, as **Lessor** ("**Lessor**"), and **Michael Nakagaki** and **Sonja Lupescu,** each a **Lessee** (collectively the "**Resident Curator"),** on property owned by the **FAIRFAX COUNTY PARK AUTHORITY ("FCPA")**, a body corporate and politic, as **Property Owner** ("**Property Owner**").

RECITALS

R-1 Property Owner is the owner of certain real estate that is identified in the Fairfax County Tax Administration records as Parcel Identification Number 0283 01 0008 **("Parcel")**, which is approximately 22.6605 acres in size and considered part of LAHEY LOST VALLEY PARK **("Park**") in the Hunter Mill District of Fairfax County. Property Owner leased the Leased Property to Lessor pursuant to a Lease dated DATE OF LAST SIGNATURE ,2026 **("FCPA-BOS Lease")**.

Lessor desires to lease to the Resident Curator, and Resident Curator desires to lease from Lessor, approximately 22,000 square feet of the Parcel that includes the Lahey House ("**Lahey House**"), 9750 Brookmeadow Drive, Vienna, Virginia 22182, referred to as the **("Leased Property")** as shown on **Exhibit A**. Resident Curator's use of the Leased Property will be in accordance with Property Owner's Lahey Lost Valley Historic Site General Management Plan and Conceptual Development Plan **("Master Plan")** that was approved on April 2000, other approvals by the BOS for the Leased Property, and the terms of this Lease.

R-2 The Resident Curator Program Ordinance, Chapter 125, of *The Code of the County of Fairfax Virginia*, established a Resident Curator Program ("**Resident Curator Program**") to preserve and maintain historic properties owned or leased by Fairfax County by leasing historic properties to individuals or businesses for the purposes of maintaining and improving these properties in accordance with the Secretary of the Interior's Standards for Historic Rehabilitation as shown on **Exhibit B**.

R-3 The Resident Curator responded to an Invitation to Submit Application **("ISA")** for participation in the Resident Curator Program at Lahey House, and the Lessor and the Property Owner accepted the Resident Curator's Response to the ISA ("**Resident Curator's Response to ISA**") attached as **Exhibit C** and incorporated by reference into this Lease, and appointed the Resident Curator to be the Resident Curator of the Leased Property under this Lease.

R-4 Lessor desires to enter into this Lease with the Resident Curator to fulfill the requirements of the Resident Curator Program, to include: (a) rehabilitating the Lahey House as a residence, (b) holding an open house for the public, at least one time per year, on the Leased Property, and (c) maintaining the Leased Property in a stabilized condition, including ensuring that building systems remain operational and code compliant, that the building envelope is maintained in a weather-tight condition sufficient to prevent active water intrusion, and to ensure character-defining historic materials and features are protected. Resident Curator's performance of the requirements of the Resident Curator Program and this Lease will be subject to monitoring and review by Property Owner's staff.

R-5 Resident Curator will perform all of the required Resident Curator duties and maintain the Leased Property in accordance with the Resident Curator's Response to the ISA**,** the Resident Curator Maintenance Guidelines and Checklist **("Maintenance Guidelines")** attached hereto as **Exhibit D** and incorporated into this Lease**,** the Lahey House Historic Structure Report - Treatment Plan ("**Treatment Plan**") attached hereto as **Exhibit E** and incorporated into this Lease, the 2019 Lahey House Mechanical Electrical and Plumbing Assessment ("**2019 MEP Assessment**") attached hereto as **Exhibit F,** the **Asbestos-Containing Materials and Mold and Moisture Survey ("Environmental Assessment")** attached hereto as **Exhibit G**, and the Approved Work Plan **("Approved Work Plan")** attached hereto as **Exhibit H** and incorporated into this Lease**.** The Resident Curator's Response to the ISA, Maintenance Guidelines, Treatment Plan, and Approved Work Plan are collectively referred to as the Lahey House Curator Program **("Curator Program").**

R-6 This Lease shall incorporate as applicable Additional Non-Discretionary Improvements **("Additional Non-Discretionary Improvements")** pursuant to Section 8, and Additional Discretionary Improvements **("Additional Discretionary Improvements")** pursuant to

Section 9. The creation and performance of all documents, plans, responsibilities, improvements, and maintenance for the Curator Program, Additional Non-Discretionary Improvements, and Additional Discretionary Improvements are collectively referred to as **Curator Program Duties ("Curator Program Duties")** and must be in compliance with the Master Plan, and all applicable local, state and federal laws and regulations.

R-7 The Lessor delegated certain responsibilities to the Property Owner to effectuate efficient administration of the Resident Curator Program per a March 29, 2016, memorandum and Property Owner will monitor Resident Curator's compliance with this Lease pursuant to the FCPA-BOS Lease.

R-8 Lessor, the Resident Curator, and the Property Owner will collectively be referred to as the Parties ("**Parties**").

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. GRANT OF LEASED PROPERTY. Lessor does hereby lease unto Resident Curator and Resident Curator does hereby lease from Lessor the Leased Property, including nonexclusive access to the Leased Property via the driveway shown on **Exhibit A**. It is agreed that by occupying the Leased Property, Resident Curator acknowledges that it has had full opportunity to examine the Leased Property and is fully informed, independent of any statements by Lessor and Property Owner, as to the character, construction and structure of the Leased Property. All amenities and appliances, if any, are in "AS IS" condition and Lessor and Property Owner shall have absolutely no obligation whatsoever to repair such items or to replace any such amenities at the end of their useful life. It is agreed that by occupying the Leased Property, Resident Curator agrees that there are no requirements imposed upon Lessor or Property Owner to perform improvements or repairs to the Leased Property. Resident Curator acknowledges that the Leased Property is a historic structure and may contain known or unknown conditions and, deficiencies, including but not limited to deferred maintenance items, code compliance issues, environmental conditions, water intrusion, deterioration, or failing building systems. Resident Curator accepts the Leased Property in its existing condition and assumes sole responsibility for all maintenance, repair, rehabilitation, replacement, correction, and stabilization obligations arising during the Term unless expressly

stated otherwise in this Lease. The Maintenance Guidelines define the baseline standard of care, and the Property Owner will enforce compliance through inspection and written notice, with opportunity to correct. Resident Curator and Lessor acknowledge that this Lease, including the agreement that Lessor and Property Owner have no requirement to perform repairs or otherwise maintain the Leased Property, is entered into in good faith and that Resident Curator's agreement to perform the maintenance and repairs required under this Lease support the purpose of the Resident Curator Program permitted under Va. Code § 15.2-2306.

2. OCCUPANCY and ACCEPTANCE OF POSSESSION. The Lahey House is ready for occupancy. The Property Owner obtained an assessment of the Lahey House electrical, mechanical, and plumbing systems **("House Systems Assessment")** and an Asbestos-Containing Materials and Mold and Moisture Survey **("Environmental Assessment")** The House Systems Assessment was completed in January 2019 and the Environmental Assessment was completed on in June 2026. Copies of the findings were provided to the Resident Curator and Resident Curator represents that it had the opportunity to review the findings before entering into this Lease. Lessor shall deliver possession of the Leased Property to Resident Curator under this Lease at 12:00 noon on _____ day of _____, 2026 (**"Commencement Date")** and Resident Curator shall accept possession of the Leased Property in its **"AS IS"** condition on the Commencement Date.

3. TERM and SCHEDULED TERMINATION DATE. The term of this Lease **(the "Term")** shall be for a period of twenty-nine years, nine months, and twenty-five days commencing on 12:00 noon on the Commencement Date and expiring on the Scheduled Termination Date which is the __ day of_____, 2056 **("Scheduled Termination Date"**) unless otherwise agreed by the Parties in writing or subject to any early termination as permitted in this Lease. At the expiration of the tenancy hereby created, or upon any reentry by Lessor into the Leased Property pursuant to any provision herein, Resident Curator will surrender the Leased Property and all residents will vacate the Lahey House and remove all of their possessions. Resident Curator does not have any right to extend or renew this Lease except as provided for herein.

4. CURATOR SCHEDULE and MILESTONES. Resident Curator, at Resident Curator's sole expense, must timely perform and complete the Curator Program Duties in accordance with corresponding schedules and performance milestones herein referred to as **"Curator Schedules and Milestones".** The Curator Program Duties documents are set forth in detail sufficient to satisfy Lessor and Property Owner of the items, methodology and timeframes for the development, redevelopment, remediation, repair, replacement, refurbishment, renovation, rehabilitation, and maintenance of the Leased Property. The Resident Curator and Lessor acknowledge that this Lease, including the agreement that Lessor and Property Owner have no requirement to perform repairs or otherwise maintain the Leased Property, is entered into in good faith and that the Resident Curator's agreement to perform the maintenance and repairs required under this Lease support the purpose of the Resident Curator Program permitted under Va. Code § 15.2-2306.

4.1 Maintenance and Preservation Obligations. Throughout the Term the Resident Curator must continuously maintain and preserve the Leased Property in a safe, stable and weather-tight condition suitable for occupancy, including, but not limited to, maintaining building systems (including plumbing, electrical, mechanical and HVAC systems), the building envelope (including roof, exterior walls, windows, and drainage systems), character-defining historic materials and features, and surrounding site conditions within the Leased Property necessary to prevent deterioration or damage to the Leased Property.

Maintenance and preservation obligations must be performed in accordance with the Resident Curator Maintenance Guidelines and Checklist (Exhibit D), which establish the minimum standard of care for the Leased Property under the Lease.

Property Owner shall have the right to monitor compliance with this Section through inspection and review, and may require corrective action to address deficiencies in accordance with the written notice and corrective action provisions of this lease. Failure to timely cure such deficiencies shall constitute an Event of Default under this Lease.

4.2 Cost Responsibility. Except as expressly provided otherwise in this Lease, Resident Curator will be solely responsible for all costs and expenses associated with the Curator Program Duties, Work-In-Progress, Approved Installed Improvements, permitting, inspections, maintenance,

repairs, replacement, correction, and any other work required under this Lease or necessary to fulfil the Resident Curator's obligations under this lease.

This responsibility includes costs arising from known or unknown conditions in the Leased Property, including latent defects, deferred maintenance, code compliance issues, deterioration and failures of building systems or building envelope components.

5. EARLY TERMINATION. No party has the right to terminate this Lease prior to the Scheduled Termination Date unless it is terminated in accordance with the terms of this Lease or the parties enter into a separate written agreement.

6. RENT, FAIR MARKET RENTAL VALUE. Resident Curator's consideration for the Lease is the performance of the requirements of the Curator Program ("Curator Program requirements") as set forth in R-5, in accordance with all schedules and milestones imposed on Resident Curator under this Lease, and that the parties agree, have an estimated cost of two hundred ninety-two thousand, four hundred and sixty eight dollars and 93/100 ($292,468.93), and the parties agree that the adjusted annual **Fair Market Rental Value** for the Term is nine thousand, eight hundred and eight and no/100 ,as shown on **Exhibit I** which is incorporated into this Lease. The Fair Market Rental Value will be provided by the Resident Curator through the performance of the Curator Program requirements set forth in R-5 and not in the form of any regular rent payments to Lessor or to Property Owner. Any adjustments to the Fair Market Rental Value must be agreed to by the Parties in writing.

7. WORK-IN-PROGRESS and APPROVED INSTALLED IMPROVEMENTS. The Parties anticipate there will be the following three categories of improvements that the Resident Curator will make to the Leased Property pursuant to this Lease: (1) improvements required by the Curator Program **("Curator Program Improvements")**, (2) Additional Non-Discretionary Improvements, and (3) Additional Discretionary Improvements. All plan submissions, plan approvals, permitting, rehabilitation, construction, installation, inspections, and corrective action for the Curator Program Improvements, Additional Non-Discretionary Improvements, and Additional Discretionary Improvements shall be collectively referred to as **"Work-In-Progress"** until deemed an Approved Installed Improvement as defined in this Lease

7.1 Construction, rehabilitation or installation of improvements that result in plan closeout, permit closeout, bond release, occupancy, or similar final approval for the Curator Program Improvements, the Additional Non-Discretionary Improvements, or the Additional Discretionary Improvements shall be collectively referred to as **"Approved Installed Improvements"** and the date of final action that qualifies Work-In-Progress as an Approved Installed Improvement shall be referred to as the **"Approved Improvement Date"**.

7.2 In the event of Early Termination or Event of Default, as defined in this Lease, Property Owner, in its sole discretion through Lessor, may require that Work-In-Progress be cured or removed at Resident Curator's cost especially if Work-In-Progress creates an unsafe condition.

8. <u>ADDITIONAL NON-DISCRETIONARY IMPROVEMENTS</u>. Resident Curator and Lessor acknowledge that there may be certain improvements that are necessary, that affect the structure of the Leased Property, that were unknown to the Parties at the execution of this Lease, that are not included in the Curator Schedules and Milestones and that are capital in nature; these improvements are defined as **"Additional Non-Discretionary Improvements"**.

8.1 If Resident Curator determines that it is required to perform such Additional Non-Discretionary Improvements, then it must provide written notice to Lessor and Property Owner of all such Additional Non-Discretionary Improvements. If Lessor and Property Owner agree that the improvements listed on that written notice qualify as Additional Non-Discretionary Improvements, then they shall (a) notify Resident Curator in writing that they agree the improvements qualify as Additional Non-Discretionary Improvements, and (b) advise Resident Curator in writing whether they consent to Resident Curator performing the Additional Non-Discretionary Improvements. Resident Curator may not commence work on Additional Non-Discretionary Improvements until it receives consent in writing from Lessor and Property Owner.

8.2 Property owner may identify a necessary unanticipated capital improvement and may request that the Resident Curator execute the improvement. Parties may discuss in good

faith if such work may constitute an Additional Non-Discretionary Improvement and whether it will be added to the Curator Program requirements through written agreement.

8.3 The Parties may agree to add the cost of the Additional Non-Discretionary Improvements to the estimated cost of the Curator Program requirements if, before commencement of the Additional Non-Discretionary Improvements, (a) the Resident Curator gives written notice to Lessor and Property Owner of any intent to add the cost of the Additional Non-Discretionary Improvements, (b) the Resident Curator provides a cost accounting of all labor and materials to Lessor and Property Owner, and (c) Lessor and Property Owner agree in writing to add the cost of the Additional Non-Discretionary Improvements to the estimated cost of the Curator Program requirements. Additional Non-Discretionary Improvements covered in this Section shall be accounted for according to the template attached as **Exhibit J** and incorporated in this Lease, and if agreed to in writing by the Parties, the term of the Lease may be extended in accordance therewith. Lessor and Property Owner reserve the right to refuse all or any part of such cost accounting.

9. ADDITIONAL DISCRETIONARY IMPROVEMENTS. "Additional Discretionary Improvements" are those improvements, capital or otherwise, that the Resident Curator decides to undertake for its own convenience or desire, and that are not considered a part of the Curator Program or considered Additional Non-Discretionary Improvements. Resident Curator may not perform any Additional Discretionary Improvements unless it has the written consent of Property Owner, which consent may be withheld in its absolute discretion. Resident Curator understands that it makes any such Additional Discretionary Improvements at its own risk and expense, and such Additional Discretionary Improvements become the property of Property Owner at Property Owner's sole discretion. At the sole discretion of Property Owner and Lessor, Additional Discretionary Improvements may be required to be removed upon the expiration or termination of this Lease and costs for removal, including offsite disposal or any necessary restoration (per approval by the Property Owner) will be the responsibility of the Resident Curator.

10. CONDITIONS FOR WORK-IN-PROGRESS and APPROVED INSTALLED IMPROVEMENTS. The Resident Curator must fulfill the Curator Program Duties as defined in

R-6 in accordance with this Lease and must obtain all required governmental approvals and permits for such work. As part of the Curator Program Duties, Resident Curator must submit applicable documents to Property Owner for review and written approval of Work-In-Progress. Preliminary testing, construction, and other related activity may not commence until Property Owner has determined that the Work-In-Progress will have "no adverse effect" on the historic integrity of the Leased Property and Property Owner has given final written approval.

10.1 APPROVAL, DISAPPROVAL. In order to obtain written approval for Work-In-Progress, Resident Curator must provide to Property Owner the following support information: (a) narrative summary of proposed improvements; (b) representative photos (digital or print) that clearly indicate the proposed project area; (c) a site map indicating the project area; and (d) any supporting material, material samples, plans, schematics and specifications that Property Owner determines is pertinent to review the project. Property Owner shall review the plans and specifications for conformity with the terms of this Lease, and Property Owner shall, within thirty (30) business days after receipt thereof, either approve the submissions, or notify the Resident Curator in writing of disapproval including specifying the respects in which the submissions do not conform to the terms of this Lease. If Property Owner fails to respond within thirty (30) business days, such plans and specifications for Curator Program Improvements Additional Non-Discretionary Improvements and Additional Discretionary Improvements, individually or any combination thereof, shall be deemed disapproved.

10.2 RESUBMISSION. In the event of disapproval, the Resident Curator shall modify the plans and specifications to conform to the terms of this Lease in those respects specified by Property Owner as the grounds for disapproval provided the Resident Curator may elect not to pursue and therefore not to modify and resubmit the plans and specifications for Additional Discretionary Improvements. If the plans and specifications were deemed disapproved due to Property Owner's failure to respond within 30 days pursuant to Section 10.1 above, Resident Curator must re-submit the plans and specifications to Property Owner. Any re-submission under this Section 10.2 shall be subject to review and approval by Property Owner in accordance with the procedure provided above for an original submission, until the plans and specifications have been approved by Property Owner.

10.3 ADDITIONAL REVIEW. If the Work-In- Progress requires review by the **Fairfax County Architectural Review Board ("ARB")**, or by another regulatory entity, then the Resident Curator will prepare required documents in accordance with the governing regulations and submit required documents to the ARB or other applicable regulatory entity for review with a copy to Property Owner. Resident Curator will inform Lessor and Property Owner of any regulatory entity determination(s). In the event of a determination of adverse effect, Resident Curator must follow and fulfill any prescribed mitigation requirements if the Work-In-Progress proceeds as proposed and when such additional regulatory review is required, Work-In-Progress will only be allowed to proceed if Property Owner consents in writing and the ARB or other regulatory entity determines that there will be no adverse effect on the Leased Property's historic or archaeological resources. Any deviation from approved plans, specifications, materials, methods, or scope of Work-In-Progress must receive prior written approval from Property Owner.

10.4 COMPLIANCE. Work-In-Progress undertaken by or for the Resident Curator at the Leased Property, and any future changes thereto, and all Approved Installed Improvements must be in material conformity with all applicable Laws, including, without limitation, the Americans With Disabilities Act of 1990, 42 U.S.C. §§ 1210l, et seq. and the Resident Curator's insurance policies.

10.5 DUE DILIGENCE, PERMITS. The Resident Curator's Work-In-Progress and Approved Installed Improvements must comply with all applicable laws. The Resident Curator must obtain and pay for the preparation and approval of required engineering, architectural or other plans, permits, and inspections for any renovation, replacement and/or construction work undertaken by or for the Resident Curator on the Leased Property. Any architect or engineer undertaking any of the Work-In-Progress must carry professional liability insurance naming the Resident Curator, Lessor, and Property Owner as additional insureds, and the Resident Curator must provide proof of such insurance to Lessor and Property Owner.

10.6 CONSTRUCTION. The term **Contractor ("Contractor")** means any person or entity, including the Resident Curator, that provides labor, materials or both for the Curator

Program Duties whether or not paid by the Resident Curator. Contractor must provide evidence of any required license **("License")**, bond **("Bond")** and insurance **("Contractor's Insurance")** for Work-In-Progress performed by Contractor in accordance with all applicable local, state and federal laws and regulations and this Lease. During Work-In-Progress, Resident Curator must maintain or require its Contractor(s) to maintain insurance at least as broad in the amounts and form to the insurance required Section 19 in addition to builder's risk insurance (or such reasonably comparable insurance) on a "Special Peril" basis (including collapse) insuring against casualty to such construction for full replacement value of the work performed and the equipment, supplies and materials furnished and stored, unless such insurance coverage is provided under policies carried by Resident Curator.

10.7 GENERAL PROVISIONS. Contractor may not commence Work-In-Progress until all required permits, certificates, or other approvals have been issued and are in effect. Once commenced, the Work-In-Progress must be prosecuted continuously and with diligence in accordance with the Curator Schedules and Milestones. Work-In-Progress must be of high quality and performed in a workmanlike manner, free from faults and defects. Work-In-Progress must be performed in strict conformance with approved plans and specifications, applicable permits and regulatory approvals, and the Secretary of the Interior's Standards for the Treatment of Historic Properties, as applicable. During all phases of Work-In-Progress, Resident Curator must take all reasonable measures necessary to protect the Leased Property from deterioration, weather intrusion, vandalism, theft, and damage, including implementing appropriate temporary weatherproofing, security measures, and stabilization measures consistent with industry standards for historic structures under rehabilitation. Resident Curator must dispose of all waste and debris that result from the demolition of existing structures or other Work-In-Progress performed on the Leased Property, and such disposal must be performed in accordance with applicable laws and regulations.

10.8 PAYMENT FOR WORK-IN-PROGRESS. Resident Curator must pay the entire cost of all Work-In-Progress in cash or its equivalent, promptly, within the time

periods specified in its Contractor contract(s) or other business contract, unless the Parties agree in writing to allow a different payment arrangement.

10.9 CURATOR EXPENSE AND WORK TASK STATUS REPORTING. The Resident Curator must submit an Hours & Expense Tracking Form using the template found in **Exhibit K** or a similar agreed upon template incorporating the same information found in **Exhibit K ("Expense Tracking Form")**. Expense Tracking Form must be submitted monthly to record work hours and material, rental, and contractor expenses. The Resident Curator must submit the Work Task Status Tracking Form on a recurring basis using the template found in **Exhibit L**. The frequency of submission shall be at the discretion of the Property Owner.

10.9.1. MATERIALS. Material expenses which are credited towards the curator's total investment and must be recorded in the Tracking Form include durable materials which do not exceed a cost of twenty-five dollars and no/100 ($25.00) and consumable materials. Credit for durable materials exceeding twenty-five dollars and no/100 ($25.00) require prior approval in writing by Property Owner. Durable (non-expendable) materials are supplies and materials that are not consumed in one use, retaining their original identity during a period of use (unique tools and equipment). Consumable (expendable) products are materials and supplies which are consumed in one use (ie, paint, nails, caulk, lumber). For each reported expense, a corresponding receipt or invoice must be submitted.

10.9.2. WORK TASK. Each work task in the Approved Work Plan has a unique identifier **("ID")** that is shown on **Exhibit H**. To track the expense of each task, the Resident Curator will assign each reported expense (material, rental, contractor, work hours) to the appropriate ID in Tracking Form.

10.9.3. ADMINISTRATION. The hours spent on administrative bookkeeping/receipt paperwork do not count towards the cost of the rehabilitation investment and cannot be reported on the Tracking Form.

10.9.4. EXPENSE TRACKING FORM. The Expense Tracking Form is due on the 7th of the month after the work is completed, or the first business day after the 7th if the 7th is a weekend or holiday. Expenses claimed more than 30 days after the work is completed or without receipt (except labor) may be declined by Property Owner. A new Tracking Form shall be used for each monthly submittal. The completed Expense Tracking Form with receipts shall be emailed to the Property Owner Contact.

10.10 INSPECTION OF WORK-IN-PROGRESS. Lessor and Property Owner will enter upon the Leased Property from time to time upon reasonable notice to Resident Curator and without material interruption to the Work-In-Progress, for the purpose of reviewing the Work-In-Progress being performed by or on behalf of Resident Curator, and such entry shall not be construed to be a violation of Resident Curator's right to the Leased Property.

10.11 TIME FOR COMPLETION OF WORK-IN-PROGRESS. Notwithstanding any provision of this Lease, including any applicable cure period for a default or Force Majeure, the Work-In-Progress must be completed in accordance with the Curator Schedules and Milestones.

10.12 APPROVED INSTALLED IMPROVEMENTS. The Work-In-Progress will be considered an Approved Installed Improvement for the purposes of this Lease only when Resident Curator can demonstrate completion of plumbing, electrical, mechanical, structural, site, or other elements, proper offsite removal and disposal of construction debris, proof that all governmental inspections have been completed, and proof of issuance of required permits, approvals, and the like, necessary for the lawful use and occupancy of such portion of the Leased Property impacted by the Work-In-Progress or any portion thereof, including any temporary or permanent certificates of occupancy, copies of which must be delivered by Resident Curator to Property Owner. Approval under Section 10.1 authorizes work to proceed and does not constitute Property Owner acceptance of completed work as compliant or complete. Completion of Work-In-Progress will be

evaluated based on both (a) required inspections and approvals, and (b) conformance with the scope approved under Section 10.1, including any written updates or approvals issued by the Property Owner.

10.13 WARRANTY. All Contractors must provide a warranty **("Warranty")** for labor for at least one (1) year after Approved Improvement Date. Warranties for materials shall be in accordance with the manufacturer's warranty. Resident Curator must place user manuals and warranty documents for materials, equipment, appliances, and the like in a three (3) ring binder and store the binder in a safe place with easy access should Lessor or Property Owner request a review of the documents, which request must be granted by Resident Curator. The Binder will become the property of Property Owner upon any Early Termination or Scheduled Termination of this Lease.

10.14 RECORD SET OF DRAWINGS. Resident Curator must furnish Lessor and Property Owner with a complete record set of any final plans and specifications for Approved Installed Improvements constructed by or for Resident Curator as part of the Curator Program Duties, together with copies of all final permits and approvals issued by plumbing, gas, electrical, building, health department, or other inspectors.

10.15 MECHANICS' LIENS. No mechanics, materialmen or similar lien shall attach against Lessor or Property Owner's interest in or to the Leased Property for any Work-In-Progress or Approved Installed Improvements performed by or for Resident Curator. If, as part of the Curator Program Duties, any lien relating to the Work-In-Progress or Approved Installed Improvements is filed against Lessor, Property Owner or Resident Curator's interest in the Leased Property, and such lien is not removed within sixty (60) days after the date for payment under the contract for such Curator Program Duties, then Resident Curator must discharge the same by payment or by filing any necessary bond within fifteen (15) days after the expiration of such sixty (60) day period.

10.16 CONTROL OF WORK-IN-PROGRESS and OWNERSHIP OF APPROVED INSTALLED IMPROVEMENTS. Property Owner will continue to have title to the Leased Property and Resident Curator, subject to the terms of this Lease, will have control

of the Work-In-Progress within the Leased Property. Upon the expiration or termination of this Lease, all Approved Installed Improvements will become the property of Property Owner with no compensation to Resident Curator for any Approved Installed Improvements which may have been paid for by or on behalf of Resident Curator. Resident Curator shall remain fully responsible, throughout the Term, for the maintenance, repair, monitoring, and upkeep of all Approved Installed Improvements. Such responsibility includes routine maintenance, corrective repairs, and replacement of components or systems as required due to wear, deterioration, neglect, improper use, or failure to maintain in accordance with this Lease and the Maintenance Guidelines.

Resident Curator must ensure that all Approved Installed Improvements remain in safe, operable, and weather-tight condition throughout the Term, and will promptly correct any deficiencies identified by Property Owner in accordance with the notice and cure provisions of this Lease.

11. UTILITIES and SERVICE. Resident Curator is responsible for securing accounts with local utility companies in order to activate service of all utilities as of the Commencement Date and is responsible for payment of all utility usage commencing on the Commencement Date. Utilities and services used at the Leased Property must be consistent with this Lease. Unless otherwise noted in this Lease, Resident Curator is responsible for costs associated with extending utilities or other services within the Leased Property for utilities or services that support the Curator Program Duties.

12. USE OF LEASED PROPERTY. This Section sets forth the only permitted uses of the Leased Property **("Permitted Uses")**. The Leased Property may not be used for any use other than the Permitted Uses without the prior written permission of Property Owner.

12.1 RESIDENT CURATOR PROGRAM. Resident Curator will use the Leased Property to perform and fulfill the Curator Program Duties, including the public access and open house requirements set forth in Section 15.

12.2 USE OF LAHEY HOUSE FOR RESIDENTIAL PURPOSES. Resident Curator may use the Leased Property for its primary residence and in accordance with the terms of this Lease and subject to applicable Fairfax County zoning regulations. If Resident Curator would like additional individual(s) to reside in the Lahey House, a request must be made in writing and Property Owner must consent in writing. Resident Curator must carry applicable insurance pursuant to Section 19.

12.3. AMENDMENT FOR LIMITED NON-PROFIT ACTIVITY. Lessor authorizes the County Executive, or his designee authorized to execute lease agreements, to negotiate and execute a written amendment to this Lease at a later date in order to expand the Permitted Uses to permit the limited use of a home-based business in line with the Fairfax County Zoning Ordinance and any other agreed to terms and conditions set forth in such written amendment. Lessor, through the County Executive or his designee authorized to execute lease agreements, has the sole discretion to decide whether to enter into such written amendment.

13. SIGNS AND MARKETING. Lessor and Property Owner will have the right to install one or more Signs or Kiosks **("Signs")** on the Leased Property on the exterior and in the interior of the buildings provided that such Signs do not unreasonably interfere with Resident Curator's use of the Leased Property.

13.1 Property Owner shall have the right to install a plaque or other designating signage on the Leased Property in order to indicate the name of Lahey House and its inclusion in the Resident Curator Program. No signage, whether exterior or interior, that is visible from the exterior shall include any commercial advertising beyond the identification of Resident Curator and the Leased Property. Notwithstanding the immediately prior sentence, Resident Curator may request consent from Property Owner to install portable signs during certain public events, which signs contain a QR Code or link that provides access to a website operated by Resident Curators' non-profit organization. Such consent must be demonstrated in a writing from Property Owner, which consent may be withheld in Property Owner's sole discretion, and which consent may be limited on such terms as is set by Property Owner. Resident Curator agrees that Lessor's or Property Owner's name and logo shall be included in major signage such as entrance signage.

14. PARK USE and CONTACTS. Resident Curator acknowledges that the Leased Property is located in a public park and, therefore, (a) is subject to inconveniences due to the public nature of the grounds surrounding the Leased Property, and (b) is subject to Fairfax County Park Authority Regulations **("Park Authority Regulations")** attached hereto as **Exhibit M** and incorporated into this Lease. The Park Authority Regulations are subject to change and if they change, Property Owner will provide a copy of the revised Park Authority Regulations to Resident Curator. Upon receipt of the revised Park Authority Regulations by Resident Curator, the revised Park Authority Regulations will be deemed incorporated in this Lease. Resident Curator must provide a two (2) week advanced written notification (email notification is acceptable) to Property Owner Contact and the Park Contact for any activities that could potentially impact or interfere with Park operations or management. Property Owner may, in its absolution discretion, prohibit any such activity. Resident Curator shall adjust Work-In-Progress or other activities that could potentially impact or interfere with Park operations or management if required by Property Owner.

14.1 RESIDENT CURATOR CONTACT:
Michael Nakagaki and Sonja Lupescu
[redacted]

14.2 PROPERTY OWNER CONTACT:
Stephanie Langton, Resident Curator Program Manager,
[redacted]

14.3 PARK CONTACTS:
Michael Cardona, Area 6 Manager, Park Operations Division
[redacted]

14.4 LESSOR CONTACT:
Mike Lambert, Assistant Director, Facilities Management
[redacted]

The contacts listed in this Section may be changed by any party through the Notice process set forth in this lease.

15. PUBLIC ACCESS. Resident Curator shall allow public access to the Leased Property consistent with the historic property's nature and use as agreed upon by the Parties in writing (email confirmation is acceptable) pursuant to the Resident Curator Program, provided such access is consistent with Resident Curator's reasonable expectations of privacy and control of the Lahey

House as a residence, and does not impact or interfere with Resident Curator's Permitted Uses of the Leased Property. Resident Curator will offer at least one open house opportunity annually in agreement with the Property Owner. A failure to allow the public access required in this Section for two consecutive years will be considered an Event of Default.

16. MEETINGS. The Parties shall meet quarterly or more frequently at the request of any party, at a location determined by the Property Owner, starting on the Commencement Date of this Lease. The Property Owner's representative is Stephanie Langton or her designee or successor. Meetings shall be set up with Contacts identified in Section 14 of this Lease.

17. ANNUAL REPORT. Within ninety (90) days after the end of the first year of the Term, and after the end of every year of the term thereafter, Resident Curator must submit to Property Owner a written Annual Report **("Annual Report")** that summarizes the progress and status of the Resident Curator Program at the Leased Property for the then-ended term year. The Annual Report shall demonstrate to Lessor's and Property Owner's reasonable satisfaction that Resident Curator is rehabilitating and maintaining the Leased Property in compliance with the Resident Curator Program and this Lease. The Annual Report shall also note the nature and dates for any public and community activities at the Leased Property, and the number of visitors participating in each event. The Annual Report must contain a financial statement accounting for all Approved Installed Improvements completed to date as well as the value of any Work-In-Progress. Resident Curator will certify each Annual Report under the penalty of perjury, as being accurate, true, and complete, to the best of Resident Curator's knowledge, belief, and ability to ascertain. Resident Curator's failure to file the Annual Report within the time limits prescribed hereunder will be considered an Event of Default.

18. AUDIT. All reports, financial statements, analyses and other documentation provided by Resident Curator will be subject to verification and audit by Lessor, Property Owner, or their agents or assigns. Resident Curator must provide additional documents upon request if required as part of an audit.

19. LEASE AND CONTRACT INSURANCE PROVISIONS.

19.1 The Resident Curator shall be responsible for the Curator Program Duties and its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Resident Curator assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work to be performed under this Lease, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Lease. The Lessor, Property Owner, agents or assigns shall not be liable for any personal injury to the Resident Curator (including its employees, business invitees, Resident Curator, customers, clients), arising from the use, occupancy and condition of the premises.

19.2 The Resident Curator shall, during the continuance of all work under the Lease, provide the following:

a. Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than $1,000,000 to protect the Resident Curator from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia. This provision shall be waived if the Resident Curator is not required to procure workers' compensation under Virginia law and it execute a document, in writing and under penalty of perjury, that it is exempt from its States statutory requirements to provide Worker' Compensation coverage in addition to waiving its rights under the Labor Code.

b. Commercial General Liability insurance in limits of not less than of $1,000,000 per occurrence/ $2,000,000 in aggregate, to protect the Resident Curator, and the interest of the Lessor and Property Owner their officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Lease or in connection with the work to be performed under the Lease or as a result of the condition of the Leased Premises.

c. Owned, non-owned, and hired Automobile Liability insurance, in limits of not less than $1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Resident Curator. In addition, all mobile equipment used by the Resident Curator in connection with the work to be performed under the Lease, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

d. If the Resident Curator is an organization, Directors & Officers Insurance in the amount of $1,000,000 per occurrence/aggregate.

e. Property Insurance on a "Special Peril" basis on buildings and personal property in an amount not less than the full insurable replacement value of such buildings and personal property. Property insurance will include Rental Reimbursement coverage for not less than the equivalent of twelve (12) month's rental.

19.3 After a period of five (5) years from Lease Effective Date, the Lessor may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Leased Property, whether or not such additional insurance requirements are otherwise described or contemplated herein.

19.4 Any deductibles and/or self-insured retentions greater than $10,000 must be disclosed to and approved by the Lessor's Risk Manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the Lessor.

19.5 Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

19.6 The Resident Curator agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Resident Curator's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A: VII or better.

19.7 All insurance required by this Section shall be written by insurers, in such forms, and shall contain such terms, as Lessor may reasonably require. Resident Curator acknowledges that Lessor and Property Owner are not required to procure or maintain insurance of any kind on or with respect to the Leased Property under this Lease.

19.8 Hold-harmless and Indemnification: The Resident Curator hereby agrees to indemnify and hold harmless, the Lessor, Property Owner, Fairfax County, Virginia, their officers, agents and all employees and volunteers, from any and all claims for bodily injury, and personal injury and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from the condition of the Leased Property errors, omissions, or negligent acts of the Resident Curator, its contractors and each of its agents and employees.

19.9 The Resident Curator will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.

19.10 The Resident Curator will secure and maintain all insurance certificates of its contractors and its subcontractors, which shall be made available to the Lessor on demand.

19.11 The Resident Curator will provide on demand certified copies of all insurance policies related to the Lease within ten business days of demand by the Lessor. These certified copies will be sent to the Lessor from the Resident Curator's insurance agent or

representative to dofcoi@fairfaxcounty.gov and to and to the Resident Curator Program Manager at the email address designated by the Property Owner.

19.12 No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the Lessor. The Resident Curator shall furnish a new certificate prior to any change or cancellation date. The failure of the Resident Curator to deliver a new and valid certificate will be considered an Event of Default pursuant to Section 23.

19.13 Compliance by the Resident Curator and all of its contractors and subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Resident Curator and all of its liabilities provisions of the Lease.

19.14 Contractual and other liability insurance provided under this Lease shall not contain a supervision, inspection or engineering services exclusion that would preclude the Lessor from supervising and/or inspecting the project as to the end result. The Resident Curator shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of its contractors.

19.15 The Resident Curator shall be as fully responsible to the Lessor and Property Owner for the acts and omissions of its contractors and subcontractors and of persons employed by it as it is for acts and omissions of person directly employed by it.

19.16 Precaution shall be exercised at all times for the protection of persons (including employees) and property.

19.17 The Resident Curator and all of its contractors and subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this Lease.

19.18 Lessor, Property Owner and each of their officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the Lessor may possess."

19.19 WAIVER OF SUBROGATION: Notwithstanding any provisions herein to the contrary, Resident Curator waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against the Lessor, Property and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Resident Curator or its contractors. Where permitted by law, Resident Curator must require similar written express waivers of subrogation and insurance clauses from each of its contractors

20. NO HAZARDOUS CONDITIONS. Resident Curator will not permit any hazardous materials, explosives, combustible, corrosive or erosive materials, as defined by the Fire Marshal, on the Leased Property or perform any action, or fail to perform any action, which would increase the cost of fire or other hazard insurance on the Leased Property. Resident Curator will not do anything or permit anything to be done or any hazardous condition to exist ("Increased Risk") which shall invalidate or cause the cancellation of the insurance policies carried by Resident Curator. If Resident Curator does or permits any Increased Risk which causes an increase in the cost of insurance policies then Resident Curator shall promptly pay (or, if Lessor (being under no obligation to do so) initially pays such amounts, reimburse Lessor) for additional premiums attributable to any act, omission or operation of Resident Curator causing the increase in the premiums. Payment of additional premiums will not excuse Resident Curator from terminating or removing the Increased Risk unless Lessor agrees in writing. Absent agreement, Resident Curator shall promptly terminate or remove the Increased Risk

21. PARTICIPATION IN ILLEGAL ACTIVITIES. If the Lessor or Property Owner determines that the Resident Curator has participated in or in any manner permitted any criminal

activities on the Leased Property, Lessor or Property Owner reserves the right immediately to declare an Event of Default and Lessor shall thereafter have the immediate right to terminate this Lease.

22. EXPIRATION OR TERMINATION OF LEASE. Upon the expiration or other termination of this Lease, Resident Curator shall quit and surrender to Property Owner the Leased Property with all Approved Installed Improvements, broom-cleaned and in such order and condition as Resident Curator is required to maintain the same hereunder and must vacate the Leased Property. Resident Curator must remove all movable personal property therefrom to the extent that such personal property does not constitute a fixture to the Leased Property, failing which, such moveable personal property will be deemed to have been abandoned.

22.1 Post-Termination Obligations and Corrections. Expiration or termination of this Lease shall not relieve Resident Curator of any obligations, liabilities, or responsibilities arising under this Lease, including obligations related to Works-in-Progress, Approved Installed Improvements, maintenance, repair, correction or compliance required under this Lease.

Property Owner may require Resident Curator, at Resident Curator's sole cost and expense to correct, remove, repair, or restore any Work-In-Progress, or Approved Installed Improvement that is determined by Property Owner, in its reasonable discretion, to be defective, unsafe, noncompliant, incomplete, improperly executed, not in accordance with approved plans or permits, or inconsistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, as applicable.

Resident Curator's obligations under this Section will remain past expiration or termination of this Lease until fully satisfied or otherwise released in writing by Property Owner.

23. DEFAULT AND LESSOR'S RIGHT TO REPOSSESS.

23.1 EVENT OF DEFAULT. An Event of Default **("Event of Default")** will exist if any of the following situations occur:

23.1.1 FAILURE TO COMPLETE WORK OR DILIGENTLY PERFORM WORK. If Resident Curator does not achieve benchmarks in accordance with the Curator Schedules and Milestones and has not commenced the required Work-In-Progress within thirty (30) days' notice of a failure to achieve a benchmark and/or does not diligently pursue such Work-In-Progress to completion, or abandons, suspends, or materially slows Work-In-Progress without Property Owner's prior written consent, such a failure shall constitute an Event of Default.

An Event of Default shall also include (a) substantial inactivity of Work-In-Progress for a period reasonably determined by Property Owner to be inconsistent with diligent performance of work, (b) failure to maintain the historic integrity of the Leased Property in accordance with this Lease and the Secretary of the Interior's Standards for the Treatment of Historic Properties, as applicable, and (c) any unauthorized deviation, alteration or modification of approved plans, specifications, materials or scope of Work-in-Progress without prior written approval as required under this Lease.

23.1.2 BANKRUPTCY. If the Resident Curator files any petition or answer seeking any reorganization, arrangement, liquidation, dissolution, or similar relief for Resident Curator under the United States Bankruptcy Code, as then in effect, or any other present or future federal, state, or other statute, law, or regulation, or if Resident Curator seeks, consents to or acquiesces in the appointment of any trustee, receiver, or liquidator of Resident Curator or of all or any substantial part of Resident Curator's properties, or makes any general assignment for the benefit of creditors.

23.1.3 CHANGE OF RESIDENT CURATOR STATUS. If the Resident Curator no longer maintains Lahey House as the primary residence.

23.1.4 FAILURE TO PERFORM LEASE REQUIREMENTS. In addition to the Events of Default defined above, and except as provided herein, if any party fails to perform or observe any covenants, terms or conditions in this Lease after

thirty (30) days written notice thereof from the non-defaulting party, then such a failure to perform or observe shall also be considered an Event of Default; provided that if compliance requires more than thirty (30) days to perform, such additional time for performance shall be allowed as long as the defaulting party diligently pursues the performance to completion.

At the expiration of the tenancy hereby created pursuant to an Event of Default, Resident Curator shall surrender the Leased Property will vacate the Lahey House, and will remove all pets, if they have been allowed, from the Leased Property within thirty (30) days of such expiration of the tenancy.

23.2 REMEDY OF DEFAULT. In addition to its remedies under this Lease, a non-defaulting party shall have all available rights and remedies at law and in equity. The failure of one party to the action in case of a breach of the Lease, or the failure of a party to enforce its rights hereunder shall not be deemed a waiver of any breach of this Lease. In the absence of written notice or consent, any such breach shall be a continuing one. This Section shall not be construed as a waiver of any defenses that one party may assert against the other under the Lease. The non-defaulting party has the right to terminate this Lease in the Event of Default by providing written notice to the defaulting party that the Lease will be terminated **("Notice of Termination")**. The Notice of Termination must set forth the date on which the Lease will terminate **("Default Termination Date")**, which date must be at least thirty (30) calendar days after the date the Notice of Termination is served on the defaulting party. If Lessor serves Resident Curator with a Notice of Termination, then after the Default Termination Date and notwithstanding any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Lessor lawfully may, in addition to any and all rights and remedies otherwise available to Lessor at law, enter into and upon the Leased Property and repossess the same and expel Resident Curator and those claiming through or under Resident Curator or otherwise in occupancy and remove its effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any rights or remedies to which Lessor might otherwise be entitled, for arrears of rent or preceding breach of covenant.

23.3 LESSOR'S RIGHTS. Resident Curator covenants and agrees regardless of any entry or re-entry by Lessor whether by summary proceedings, termination or otherwise, that Resident Curator is, and will remain, liable for any obligations of Resident Curator under the Lease. If Resident Curator has not achieved completion of Curator Program Duties at the date of re-entry by Lessor or termination of the Lease, then Lessor and Property Owner each have the right to finish the Work-In-Progress at Resident Curator's expense. Lessor and Property Owner will have no obligation to mitigate damages upon the occurrence of an Event of Default. Resident Curator acknowledge that the Leased Property belongs to Property Owner.

24. NOTICES. Whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, and/or whenever either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to the Leased Property, each such notice, demand, request or other communication shall be in writing and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served as follows:

24.1 IF TO LESSOR:

Director, Facilities Management Department
12000 Government Center Parkway, Suite 424
Fairfax, Virginia 22035

24.2 IF TO PROPERTY OWNER:

Director, Fairfax County Park Authority
12055 Government Center Parkway, Suite 927
Fairfax, Virginia 22035

24.3 IF TO RESIDENT CURATOR:

Michael Nakagaki and Sonja Lupescu
9750 Brookmeadow Drive,Vienna Virginia, 22182

24.4 Every such notice, demand, request or other communication hereunder shall be deemed to have been given or served for all purposes hereunder on the date on which it is received or referred by the party to whom it was sent.

24.5 Wherever in this Lease notice or requests to Lessor and a response is required within a specified period of time, the envelope containing the notice or request shall bear on the outside thereof and the first page of such notice at the top of such page, the following legend, printed in bold-face type in a font of at least fourteen (14) points in size:

NOTICE

THIS NOTICE REQUIRES REPLY WITHIN [ ] DAYS

with the blank in such legend filled in with the number of days for notice or request referred to in the applicable Section of this Lease, as appropriate.

25. **DAMAGE BY CASUALTY.** Resident Curator must give prompt notice to Lessor of any damage or loss by fire or other casualty to the Leased Property. If the Leased Property shall be partially or completely damaged by fire or other cause and the damage renders the Leased Property or the approaches thereto unfit for use and occupancy, or if repairs to fix the damage are not financially feasible, each of which as determined by Lessor or Resident Curator in its sole respective discretions, Lessor or Resident Curator shall have the right to terminate this Lease. Lessor and Property Owner are not responsible for Resident Curator's personal goods lost or damaged during any fire or fire suppression activity, and Lessor and Property Owner shall have no obligation to replace such items or compensate Resident Curator in any way for such loss or damage. Resident Curator may obtain insurance for any real or personal property not owned by Lessor and Property Owner, but is under no obligation to obtain such coverage.

26. **WAIVERS.** No waiver or oversight of any breach of covenant, condition, or agreement herein contained, or compromise of settlement relating to such a breach, shall operate as a waiver of the covenant, condition, or agreement itself, or of any subsequent breach thereof.

27. **ASSIGNMENT AND SUBLEASE.** Resident Curator may not assign, transfer, convey, encumber, sublease, or dispose of its right or interest in the whole or any part of the Leased Property, all and each of which shall be considered an impermissible transfer of Resident Curator's interest in the Leased Property.

28. INTERPRETATION. All nouns used herein shall be interpreted and construed to include the singular, plural, masculine, feminine, or neuter forms in any place or places in which the context may require to indicate such interpretation and construction.

29. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between Lessor and Resident Curator with respect to the Leased Property. This Lease shall not be changed or modified in any manner except by an instrument in writing executed by the Parties hereto.

30. KEYS AND SECURITY. Property Owner shall furnish Resident Curator with two (2) sets of keys. Each key provides access to Lahey House. Property Owner shall have the right to retain sets of keys as Property Owner deems appropriate for maintenance and emergency purposes as provided herein.

31. ANIMALS. Typical pets are permitted under this Lease, including, without limitation, service animals as defined in the Americans with Disabilities Act, 42 U.S.C. § 12101, *et. seq*; provided such pets are permitted by and remain in compliance with all applicable laws and do not interfere with Park use and the public access to the Leased Property permitted under this Lease. Resident Curator must provide written notice (email is acceptable) to Property Owner regarding any animals that will be allowed inside the Lahey House.

32. GROUND DISTURBANCE. Resident Curator may not dig on the Leased Property unless it has the written consent of the Property Owner, which consent may be withheld in its absolute discretion.

33. SMOKING. Smoking is prohibited inside the Lahey House and on the Leased Property.

34. SAFETY, SECURITY. Resident Curator is responsible for ensuring adequate law enforcement at the Leased Property when breach of the peace can be reasonably anticipated, or when required by the Park Authority Regulations. When applicable, Resident Curator shall develop and maintain safety and security plans for its own activities subject to Lessor's and Property Owner's prior written approval.

35. NONDISCRIMINATION. Resident Curator agrees that Resident Curator will not, because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation, discriminate against any qualified employee, applicant for employment, contractor, subcontractor, or person or firm seeking to provide goods or services to Resident Curator, or deny any person access to the Leased Property or to any activities or programs carried out upon the Leased Property. Resident Curator must comply with all applicable laws prohibiting discrimination in employment or public accommodation.

36. REAL ESTATE TAXES. ("Real Estate Taxes") means real estate taxes levied, assessed, or imposed against the Leased Property or the leasehold interest created pursuant to this Lease. Resident Curator acknowledges the leasehold created pursuant to this Lease will be assessed for Real Estate Taxes and that Resident Curator will pay timely all Real Estate Taxes imposed during the term of this Lease; provided, Resident Curator reserves the right (i) to apply for and participate in any County program that provides reductions in real estate taxes, and (ii) to appeal any real estate assessment of the leasehold interest as permitted by and in accordance with applicable law.

37. LIABILITY. No official, employee or consultant of Lessor or Property Owner will be personally liable to Resident Curator or to any successor in interest or person claiming through or under Resident Curator in the Event of Default or breach of this Lease by Resident Curator or for any amount which may become due or on any claim, cause or obligation whatsoever under the terms of this Lease.

38. ESTOPPEL. Lessor and Resident Curator agree, at any time and from time to time, upon not less than fifteen (15) days prior written request by the other, to execute, acknowledge and deliver to the other either a statement in writing certifying that this Lease is unmodified and in full force and effect; or if there have been modifications, that the Lease is in full force and effect as modified, and stating the modifications; and that either under the Lease there is no default and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default, or that a default exists under this Lease and specifying the nature and status thereof; and the dates to which the rent and other charges have been paid in advance.

39. **AMENDMENTS.** This Lease may be modified or altered only by agreement in writing by Amendment **("Amendment")** between Lessor and Resident Curator after review and consent by Property Owner.

40. **GOVERNING LAW.** Lessor and Resident Curator agree to be bound by the Laws of the Commonwealth of Virginia in any proceeding, whether in law or in equity, with respect to any dispute arising under this Lease. The only proper jurisdiction and venue for any lawsuit arising out of or relating to this Lease shall be the applicable District or Circuit Courts of Fairfax County or the United States District Court for the Eastern District of Virginia.

41. **FORCE MAJEURE.** In any case where Resident Curator is required to do any act other than the payment of money, delays caused by or resulting from Acts of God, war, civil commotion, fire, flood or other casualty, strikes, unavailability of materials or equipment, unusually severe weather or other causes beyond the reasonable control of Resident Curator, herein referred to as Force Majeure **("Force Majeure")** shall not be counted in determining the time when the performance of such act must be completed. The period of time for completion shall be extended by the same number of days as lost due to the Force Majeure event. If Resident Curator claims any delay was caused by Force Majeure, it must provide written notification to Property Owner within seven (7) days of the first day of delay caused by Force Majeure. This written notification **("Force Majeure Notification**") must set forth the basis for the claim of Force Majeure, the delay that was caused and the length of the delay. If the delay continues for a period of time longer than seven (7) days, then Resident Curator must provide a Force Majeure Notification to Property Owner every seven (7) days until the delay no longer exists.

42. **AGREEMENT AND COVENANT.** Every term, condition, agreement, or provision contained in this Lease that imposes any obligation on Resident Curator or Lessor shall be deemed to be also a covenant by Resident Curator or Lessor.

43. **NO PARTNERSHIP.** Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Lessor and Resident Curator, or to create any other relationship between the parties hereto other than that of Lessor and Resident Curator.

44. RECITALS. Recitals R-1 through R-8, above, are incorporated into this Lease and are binding on Lessor and Resident Curator.

45. INTENTIONALLY OMITTED.

46. SIGNATURES. This Lease may be executed in any number of counterparts and by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The parties may transact this Lease using electronic signatures and delivery, including e-signature programs and/or transmittal by electronic mail PDF format, which instruments shall be deemed to constitute originals and may be relied upon, for all purposes, as authentic, binding and enforceable.

47. LESSOR'S FINANCIAL OBLIGATIONS. To the extent there are any financial obligations of Lessor under this Lease, such financial obligations are subject to appropriations by the BOS to satisfy payment of such obligations.

[SIGNATURES ON FOLLOWING PAGES]

Witness the following signatures and seals:

LESSOR:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY

By: _____
Ellicia L. Seard-McCormick
Deputy County Executive of Administration
Fairfax County

Commonwealth of Virginia :

County of Fairfax :

The foregoing Lease was acknowledged before me this ___ day of _____, 2026 by Ellicia L. Seard-McCormick, in their capacity as Deputy County Executive of Administration of Fairfax County, the Lessor hereunder.

_____ My Commission expires:_____
Notary Public

Registration Number: _____

Witness the following signatures and seals:

LESSEE:

SONJA LUPESCU

By: _____
Sonja Lupescu
Resident Curator

Commonwealth of Virginia :
County of Fairfax :

The foregoing Lease was acknowledged before me this _____ day of _____ , 2026 by Sonja Lupescu in her capacity as the Resident Curator.

_____ My Commission expires:_____
Notary Public

Registration Number: _____

Witness the following signatures and seals:

LESSEE:

MICHAEL NAKAGAKI

By: _____
Michael Nakagaki
Resident Curator

Commonwealth of Virginia :
County of Fairfax :

The foregoing Lease was acknowledged before me this _____ day of _____ , 2026 by Michael Nakagaki in his capacity as the Resident Curator.

_____ My Commission expires:_____
Notary Public

Registration Number: _____