

RESIDENT CURATOR DEED OF LEASE

EFFECTIVE DATE

_____, 2021

between

**BOARD OF SUPERVISORS OF FAIRFAX COUNTY as LESSOR (“LESSOR”)
and**

SERVICESTOURCE, INC. as LESSEE (“RESIDENT CURATOR”)

on Property owned by the

FAIRFAX COUNTY PARK AUTHORITY (“PROPERTY OWNER”)

at the

**Ellmore Farmhouse
2739 West Ox Road
Herndon, Virginia 20171**

in

FRYING PAN FARM PARK

Tax Map # 25-1 ((1)) 30

RESIDENT CURATOR LEASE

THIS DEED OF LEASE (“Lease”) made this ____ day of _____, 2021 (the “Lease Effective Date”) by and between the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY** (“**BOS**”), 12000 Government Center Parkway, Suite 424, Fairfax, Virginia 22035, as **Lessor** (“**Lessor**”), and **SERVICESOURCE, INC.**, as **Lessee** (“**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 Tax Map #25-1 ((1)) 30 (“**Parcel**”), which is approximately 4.5994 acres in size and considered part of FRYING PAN FARM PARK (“**Park**”) in the Hunter Mill Magisterial District. Lessor desires to lease to the Resident Curator, and Resident Curator desires to lease from Lessor approximately 8,760 square feet of the Parcel that includes the ELLMORE FARMHOUSE (“**Ellmore Farmhouse** ”), 2739 West Ox Road, Herndon 20171, in addition to five (5) parking spaces which together measure approximately 760 square feet, house area and parking area are herein collectively 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 Frying Pan Farm Park Master Plan (“**Master Plan**”) that was approved in 2002, other approvals by the BOS for the Leased Property, and the terms of this Lease. Property Owner leased the Leased Property to Lessor pursuant to a Lease dated _____, 2021 (“**FCPA-BOS Lease**”), a copy of which is attached hereto as **Exhibit A-1**.

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 leased 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 Ellmore Farmhouse, 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 as 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 rehabilitating the Ellmore Farmhouse to serve as a non-profit Long-Term and Community Integration Center (“Center”) that provides day services and programming to people with significant disabilities. 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 Ellmore Farmhouse Treatment Plan (“**Treatment Plan**”) attached hereto as **Exhibit E** and incorporated into this Lease, the Approved Work Plan (“**Approved Work Plan**”) attached hereto as **Exhibit F** 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 Ellmore Farmhouse 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. All documents, plans, responsibilities, and improvements 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 comply with the Master Plan, and applicable local, state and federal law and all zoning and regulatory approvals.

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 Master Lease.

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

R-9 The Parties will comply with prevailing federal, state, and local guidelines for COVID-19.

NOW, THEREFORE, the parties hereto mutually agreed 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 West Ox Road as 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, including as set forth in Section 2 below. Subject to Section 2 below, all amenities and appliances, if any, are in "AS IS" condition and Lessor and Property Owner have absolutely no obligation whatsoever to repair such items or to replace any such amenities at the end of their useful life. 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 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 Ellmore Farmhouse is ready for occupancy. The Property Owner obtained an assessment of the Ellmore Farmhouse electrical, mechanical, and plumbing systems ("**House Systems Assessment**"). The House Systems Assessment was completed in 2017 and a copy of the findings was provided to the

Resident Curator in the Fall of 2018. There have been no material changes to the condition of the Ellmore Farmhouse following the date of the House Systems Assessment. Acceptance of possession of the Leased Property is pursuant to Section 2.1.

2.1 SPECIAL EXCEPTION OCCUPANCY, ACCEPTANCE OF POSSESSION.

The Resident Curator's exclusive right to occupy the Leased Property will not commence until after a Special Exception, and any other approvals necessary for Resident Curator's Permitted Uses under this Lease, is approved by the BOS. The Resident Curator will apply to the Department of Planning and Development for a Special Exception within six months of the Lease Effective Date. If Resident Curator fails to apply for such Special Exception within twelve months of the Lease Effective Date, it will be considered an Event of Default under the Lease. As described in Section 5.1, the Resident Curator will have the right to exercise Early Termination of this Lease in the event that its Special Exception application is, or in Resident Curator's sole opinion will be, denied, is approved by the BOS with conditions that are not acceptable to Resident Curator, or alternatively, is not approved within one (1) year of the Lease Effective Date. Such Early Termination as permitted in Section 5.1 will not be considered an Event of Default. If the Special Exception is approved, the Resident Curator and Lessor will execute the Form of Certification of Lease Commencement Date attached as **Exhibit K** and incorporated into this Lease, within three (3) business days following the Special Exception Approval Date. From the Lease Certification Date pursuant to Exhibit K, Lessor shall deliver possession of the Leased Property to Resident Curator under this Lease on the next business day at 12:00 noon ("**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 (29) years**, commencing on 12:00 noon on the Commencement Date and will expire on the last day of the **three hundred forty eighth (348th) month** following the Commencement Date ("**Scheduled Termination Date**"), which Scheduled Termination Date will be identified by the parties pursuant to **Exhibit K** unless otherwise agreed by the Parties and subject to early termination as described in this Lease. At the expiration of the tenancy hereby created, or upon any re-entry by Lessor into the Leased Property following an

Event of Default (as hereinafter defined), Resident Curator will surrender the Leased Property, all Resident Curator employees, affiliates, attendees, occupants will vacate the Ellmore Farmhouse. 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, as outlined in R-5, 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. This 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.

5. SPECIAL EXCEPTION, PERMITS and EARLY TERMINATION. Lessor and Resident Curator agree that Resident Curator has no right to terminate this Lease prior to the Scheduled Termination Date except as set forth in Section 5.1 of this Lease. Resident Curator must comply with all zoning and other ordinance requirements. In addition, it is understood and agreed by the parties that Resident Curator's ability to use the Leased Property is contingent upon its obtaining, after execution of this Lease, a Special Exception and all of the certificates, permits, licenses, and other approvals that may be required by federal, state or local authorities (collectively "**Approvals**") which will permit Resident Curator use of the Leased Property as set forth in such Approvals, which shall be obtained at Resident Curator's sole expense.

5.1 SPECIAL EXCEPTION EARLY TERMINATION. The Resident Curator shall have the right to exercise Early Termination of this Lease in the event that its Special Exception application is, or in Resident Curator's sole opinion will be, denied, is approved by the BOS with conditions that are not acceptable to Resident Curator, or, alternatively, is not approved within one (1) year of the Lease Effective Date, which right will be referred to as "**SE Early Termination**". If the Special Exception application is denied, the Resident Curator must provide written notification of its intent to exercise its SE Early Termination right (email will be accepted) ("**SE**

Early Termination Notification”) to Lessor within thirty (30) days of the date the BOS votes to deny the Special Exception application (**“Non-Approval Date”**). The SE Early Termination Notification must set forth the SE Early Termination Date. The SE Early Termination Date must be within one hundred eighty (180) days of the Non-Approval Date. A BOS vote to defer approval of the Special Exception application to a different date (**“Deferral Date”**) does not trigger the Resident Curator’s right to exercise Early Termination of this Lease if the Deferral Date is within one (1) year of the Lease Effective Date. If the Deferral Date is more than one (1) year after the Lease Effective Date, Resident Curator may exercise its SE Early Termination by providing its SE Early Termination Notification within thirty (30) days of the one-year anniversary of the Effective Date. If the BOS has not voted on the Special Exception application when the SE Early Termination is exercised, then Resident Curator must take all steps necessary to withdraw its application at its sole expense. Nothing contained in this Lease shall affect Lessor in its regulatory or legislative function and the execution of this Lease should not be construed as any indication of whether Lessor will approve any Special Exception application filed by Resident Curator.

6. **RENT, FAIR MARKET RENTAL VALUE.** Residents Curator’s consideration for the Lease is the performance of the Curator Program requirements as set forth in R-5, that the parties agree, have an estimated cost of **five hundred ninety-eight thousand, three hundred eighteen and 88/100 dollars (\$598,318.88)** and the parties agree that the adjusted **Fair Market Rental Value** for the Term is **four hundred seventy eight thousand, eight hundred thirty nine and 30/100 dollars (\$478,839.30)** as shown on **Exhibit G** which is incorporated into this Lease. **The estimated cost exceeds the Fair Market Rent Value for the full lease term.** The Fair Market Rental Value will be provided by the Resident Curator as consideration through the performance of the Curator Program requirements 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, construction, 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 Section.

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 qualified 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, 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. ADDITIONAL NON-DISCRETIONARY IMPROVEMENTS. 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 within thirty (30) days following receipt of any such notice from Resident Curator they shall (a) notify Resident Curator in writing that they agree the improvements qualify as Additional Non-Discretionary Improvements, and (b)

advise Resident Curator whether they consent to Resident Curator performing the Additional Non-Discretionary Improvements.

8.2 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, and (b) the Resident Curator provides a cost accounting of all labor and materials to Lessor and Property Owner. Additional Non-Discretionary Improvements covered in this Section shall be accounted for according to the template attached as **Exhibit H** 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.

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 and costs for removal, including offsite disposal or any necessary restoration (per approval by the Property Owner) shall be the responsibility of the Resident Curator. Any such election by Property Owner and Lessor to require removal of Additional Discretionary Improvements shall be made by written notice delivered to Resident Curator at the time of their granting of consent to such Additional Discretionary Improvements,

10. CONDITIONS FOR WORK-IN-PROGRESS and APPROVED INSTALLED IMPROVEMENTS. The Resident Curator must fulfill the Curator Program Duties as defined in R-6 and obtain all required governmental approvals and permits for such work. As part of the

Curator Program Duties, Resident Curator must submit applicable documents to Lessor and 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) 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) days, such plans and specifications for Curator Program Improvements, Additional Non-Discretionary Improvements and Additional Discretionary Improvements shall be deemed disapproved.

10.1.1 PRE-APPROVED WORK. Notwithstanding the foregoing terms of this Section 10.1, and notwithstanding Sections 7, 8 and 9 above and Sections 10.2 and 10.3 below, it is hereby agreed and acknowledged that Resident Curator has previously submitted the required support information and other related plans for certain Curator Program Improvements and Additional Discretionary Work, all as more particularly shown or described in **Exhibit L** attached hereto and made a part hereof (the “**Pre-Approved Work**”). Property Owner and Lessor have seen and agreed to the Pre-Approved Work and their approval is hereby deemed to have occurred in satisfaction of this Section 10.1 with respect thereto, and no resubmission is required under Section 10.2, and no review by the ARB (as hereinafter defined) is required in connection therewith.

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 Non-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. The re-submission 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 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. When such additional regulatory review is required, Work-In-Progress will 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.

10.4 COMPLIANCE. Work-In-Progress undertaken by or for the Resident Curator at the Leased Property, and any future changes thereto, shall be in material conformity with all applicable Laws, including, without limitation, the Americans With Disabilities Act of 1990, 42 U.S.C. §§ 12101, et seq. and the Resident Curator's insurance policies.

10.5 DUE DILIGENCE, PERMITS. The Resident Curator's Work-In-Progress 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 worker’s compensation insurance in the amounts required by applicable law and the requirements of Section 19 (or reasonably comparable insurance if such insurance is no longer available); builder’s risk insurance (or such reasonably comparable insurance) on an “all risk” 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; automobile liability in the minimum amounts required by law; and public liability insurance within limits in an amount reasonably satisfactory to Lessor and Property Owner.

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. 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 a different payment arrangement.

10.9 CURATOR EXPENSE REPORTING. The Resident Curator must submit an Hours & Expense Tracking Form using the template found in **Exhibit I** or a similar agreed upon template incorporating the same information found in **Exhibit I (“Tracking Form”)**. Tracking Form must be submitted quarterly to record work hours and material, rental, and contractor expenses. This quarterly reporting is based on Resident Curator’s proposed timeline that was presented in the Public Hearing presentation on July 31, 2019.

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. Durable (non-expendable) products 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 (i.e. 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 Computerized Maintenance Management System ID (“ID”) that is shown on **Exhibit F**. 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 or receipt paperwork do not count towards the cost of the rehabilitation investment and cannot be reported on the Tracking Form.

10.9.4. TRACKING FORM. The (“Tracking Form”) is due quarterly, on the 7th of the month following the third month, or the first business day after the 7th if the 7th is a weekend or holiday. Expenses claimed more than one hundred (100) days after the project in question is completed or without receipt (except labor) may not be honored. A new Tracking Form shall be used for each quarterly submittal. The completed 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 or Resident Curator’s other operations or activities on the Leased Property, 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. Resident Curator shall have the right to accompany Lessor and Property Owner during any such access. Lessor and Property Owner shall cause their agents and contractors to comply with Resident Curator’s commercially reasonable safety and security requirements during the course of any such access (including, without limitation, social distancing, masking and other COVID-related protocols).

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 shall be delivered by Resident Curator to Property Owner. At Resident Curator's request, Property Owner and Lessor shall certify in writing as to their receipt of the evidence required by this Section, and their acceptance of any applicable Work-In-Progress as an Approved Installed Improvement, which certification shall be delivered within thirty (30) days following written request from Resident Curator and the receipt of the evidence and other documentation described above in this Section.

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.

11. UTILITIES and SERVICE. Resident Curator is responsible for securing accounts with local utility companies in order to activate service of all separately metered utilities serving the Leased Property as of the Commencement Date, and is responsible for payment of all utility usage at the Leased Property 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.

12.2 USE OF ELLMORE FARMHOUSE FOR BUSINESS PURPOSES. Resident Curator may use the Leased Property for its not for profit business as set forth in more detail in Sections 12.2.1, 12.2.2 and 12.2.3 below and in accordance with the terms of this Lease and subject to applicable Fairfax County zoning regulations and the terms of any Special Exception or other Approvals granted by the applicable authorities. Resident Curator shall carry applicable insurance pursuant to Section 19.

12.2.1 The Ellmore Farmhouse will serve as a location for ServiceSource's Long-Term and Community Integration Services program. The facility will be licensed by the Virginia Department of Behavior Health and Developmental Services and by any department or agency as required by local, state, or federal regulation or law.

12.2.2 Resident Curator, pursuant to Section 12 of this Lease, may operate a small cafe that sells pre-packaged beverages, light bite foods, and treats to Park patrons.

12.2.3. Resident Curator, pursuant to Section 12 of this Lease, may sell handcrafted items made by its clients through its Self-Employment Program.

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. Resident Curator will have the right to install interior and exterior signs on the Leased Property that comply with applicable provisions of County Code and ordinances including the Zoning Ordinance, with the approval of Property Owner, such approval not to be unreasonably withheld, conditioned or delayed. Resident Curator shall further have the right to install signs for exclusive use of the five (5) parking spaces. Size and placement of signs must be reviewed and approved by FCPA staff and Park staff, which approval shall not be unreasonably withheld, conditioned or delayed.

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 Ellmore Farmhouse 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. Resident Curator agrees that Lessor’s or Property Owner’s name and logo shall be included in major signage such as entrance signage.

13.2 The location and method of installation for any sign permitted in this Lease will be determined in consultation with Resident Curator. If Resident Curator proposes any

directional signs for the Leased Property located outside the Leased Property, Property Owner retains the right to review and approve any such signs in its reasonable discretion. Resident Curator must comply with all applicable laws that impact the location, size, and installation of signs.

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 J** and incorporated into this Lease. Resident Curator shall 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. 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:

ServiceSource, Inc.
10467 White Granite Drive
Oakton, Virginia 22124

14.2 PROPERTY OWNER CONTACT:

David Buchta, Heritage Conservation Branch Manager, Resource Management Division
David.Buchta@fairfaxcounty.gov, (703) 324-8586

14.3 PARK CONTACTS:

Wayne Brissy, Area 6 Manager, Park Operations Division
Wayne.Brissy@fairfaxcounty.gov, (703) 765-4851

Nicole Mitchell, Frying Pan Park Manager, Frying Pan Farm Park
Nichole.mitchell@fairfaxcounty.gov, 703-223-3093

Teresa Reynolds, Historian, Frying Pan Farm Park
Teresa.reynolds@fairfaxcounty.gov, 703-437-9101

14.4 LESSOR CONTACT:

Mike Lambert, Assistant Director, Facilities Management
Michael.Lambert@fairfaxcounty.gov, (703) 324-2825

The contacts listed in this Section may be changed by any party through the Notice process set forth in 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 Ellmore Farmhouse as a Center and does not impact or interfere with Resident Curator's Permitted Uses of the Leased Property, and further provided that such access shall be subject to Resident Curator's additional, commercially reasonable safety and security requirements (including, without limitation, social distancing, masking and other COVID-related protocols). Resident Curator will offer one open house opportunity annually or other public benefit in agreement with the Property Owner. **Holding a physical open house for the public will be subject to prevailing social distancing practices.** 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 David Buchta or his 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 shall 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. Each 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 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, and failure to thereafter submit the same within any applicable notice or cure period described herein, shall be considered an Event of Default.

18. AUDIT. All reports, financial statements, analyses, and other documentation provided by Resident Curator shall be subject to verification and audit by Lessor, Property Owner, or their agents. Resident Curator must provide additional documents upon request if required as part of an audit. Any such audit requested by Lessor or Property Owner shall be conducted at their sole cost and expense. All audits shall take place during normal business hours at the offices of Resident Curator, and shall be conducted upon not less than thirty (30) days' notice to Resident Curator. All audits shall be limited to the Lease Year in which the audit occurs, and the two (2) Lease years immediately prior thereto.

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.

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.

If the Resident Curator is exempt from this requirement based on Virginia Law they should send confirmation of this waiver.

- b. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/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 the amount of \$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.

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.

19.7 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.

19.8 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 their 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 their 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 David.buchta@fairfaxcounty.gov.

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 of its liabilities under the provisions of this 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 them and of their 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 them as it is for acts and omissions of person directly employed by them.

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."

20. NO HAZARDOUS CONDITIONS. Resident Curator shall 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.

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, reasonable wear and tear and events of condemnation and casualty excluded, 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.

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. 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 thereafter diligently pursue such Work-In-Progress to completion.

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, consent to or acquiesce 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 Ellmore Farmhouse as the Center.

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 or earlier termination (in accordance with Section 23.2 below) of the tenancy hereby created pursuant to an Event of Default, Resident Curator shall surrender the Leased Property and will vacate the Ellmore Farmhouse 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 however 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 their 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 that despite 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. 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:

ServiceSource, Inc. Resident Curator

Prior to Ellmore Farmhouse Occupancy
10467 White Granite Drive
Oakton, Virginia 22124

After Ellmore Farmhouse Occupancy
2739 West Ox Road
Herndon, Virginia 20171

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.

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 discretion, 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. Each property insurance policy obtained in connection with this Lease shall include a waiver by the insurer of all rights of subrogation against whichever party, if any, is not an insured under such policy. 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

27. ASSIGNMENT AND SUBLEASE. Except as provided in this section, 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, Property Owner 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; ACCESS. Property Owner shall furnish Resident Curator with two (2) sets of keys to the Ellmore Farmhouse and two (2) sets of keys to any gates or fences or other similar restrictions on entrance to the Park or the Parcel. Property Owner and Lessor shall further provide Resident Curator with a current schedule of Park hours (including hours of any gate or fence closures), and shall update the same from time to time upon request. It is understood and agreed that Resident Curator shall have access to the Leased Property at any and all times reasonably required in connection with its performance of its obligations and exercise of its rights

hereunder, and Property Owner and Lessor shall reasonably cooperate to grant such access upon request. 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 not permitted under this Lease, with the exception of service animals as defined in the Americans with Disabilities Act, 42 U.S.C. § 12101, *et. seq.* Resident Curator must provide written notice (email is acceptable) to Property Owner regarding any service animals that it knows will be inside the Ellmore Farmhouse for an extended period of time.

32. GROUND DISTURBANCE. Except for the performance of any routine landscaping maintenance or other similar work, or as may otherwise be required for the performance of its express obligations hereunder, or in the event of an emergency, 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 reasonable discretion.

33. SMOKING. Smoking is prohibited inside the Ellmore Farmhouse 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 Curators, 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, Property Owner 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 Circuit Court 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, epidemic, pandemic, government orders or actions (including, without limitation, lockdowns, quarantines, shelter-in-place orders, or other similar restrictions), or other causes beyond the reasonable control of Resident Curator, herein collectively referred to as Force Majeure (“**Force Majeure**”), such Force Majeure event 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.

42. 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.

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-9, above, are incorporated into this Lease and are binding on Lessor, Property Owner and Resident Curator.

45. 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.

46. JOINDER AND CONSENT OF PROPERTY OWNER; NON-DISTURBANCE.

46.1 Property Owner expressly acknowledges and agrees that it has consented to the terms of this Lease in satisfaction of the terms of the FCPA-BOS Lease, and that this Lease is permitted thereunder.

46.2 For so long as no Event of Default of Resident Curator has occurred and is continuing under this Lease beyond any applicable notice or cure period set forth herein, Property Owner shall not, in the exercise of any right, remedy or privilege granted by the FCPA-BOS Lease, or otherwise available to Property Owner at law or in equity, or on account of any termination of the FCPA-BOS Lease for any reason whatsoever, disturb Resident Curator's possession under this Lease, and this Lease will not be affected or cut off thereby; nor shall any transfer of title or sale of the Leased Property or any other portion of the Park by Property Owner disturb Resident Curator's possession under this Lease, and this Lease will not be affected or cut off thereby. Property Owner shall not be prevented by this Section from taking any action against Lessor relating to the FCPA-BOS Lease provided such action does not infringe upon Resident Curator's rights granted herein.

46.3 Property Owner joins in the execution and delivery of this Lease for the purpose of acknowledging the terms of this Lease and agreeing to the terms and conditions set forth in this Section 46, together with its other express covenants and obligations set forth herein (including, without limitation, in Sections 10.1, 10.12, 25, 30 and 38).

[SIGNATURES ON FOLLOWING PAGES]

Witness the following signatures and seals:

LESSOR:

**BOARD OF SUPERVISORS OF
FAIRFAX COUNTY**

By: _____
Joseph M. Mondoro
Chief Financial Officer
Fairfax County

Commonwealth of Virginia :

County of Fairfax :

The foregoing Lease was acknowledged before me this ___ day of _____, 2021
by Joseph M. Mondoro, in his capacity as the Chief Financial Officer of the Board of
Supervisors of Fairfax County, the Lessor hereunder.

Notary Public

My Commission expires: _____

Registration Number: _____

Witness the following signatures and seals:

PROPERTY OWNER:

FAIRFAX COUNTY PARK AUTHORITY

By: _____

Commonwealth of Virginia :

County of Fairfax :

The foregoing Lease was acknowledged before me this ___ day of _____, 2021
by _____, in his/her capacity as the _____ of the Fairfax County
Park Authority, the Property Owner hereunder.

_____ My Commission expires: _____
Notary Public

Registration Number: _____

Witness the following signatures and seals:

RESIDENT CURATOR:

Authorized Signatory for ServiceSource, Inc.

By: _____

Kenneth Crum
Executive Vice President,
Regional Operations

Commonwealth of Virginia :
County of Fairfax :

The foregoing Lease was acknowledged before me this ____ day of _____, 2021 by Kenneth Crum, in his capacity Vice President, Regional Operations of ServiceSource, Inc.. the Resident Curator hereunder.

_____ My Commission expires: _____
Notary Public

Registration Number: _____