

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made as of the **May 1, 2016** (the “Effective Date”), by and between **York Place** (“Lessor”), and **Democratic Party of Virginia** (“Lessee”).

WITNESSETH:

The parties hereto do hereby mutually agree as follows:

1. Leased Premises

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the premises situated at **112 W Main Street, Suite 3, Charlottesville, VA 22902** consisting of **1060** square feet in space (the “Premises”). During the Base Term (as defined below), Lessee shall also have the right to use the common areas of the building in which the Premises is located.

2. Lease Term

This Lease is for a term beginning on the Commencement Date (as defined below) and ending on **November 30, 2016** (the “Base Term”), unless extended by written agreement of the parties. Lessor shall deliver possession of the Premises to Lessee in the condition required in this Lease on **May 1, 2016** (the “Commencement Date”).

3. Rental

(a) Rent. Lessee agrees to pay as rental for the Premises the aggregate amount of **\$1375** per month for the Base Term. Lessee is not responsible for the payment of any other fees or charges including, without limitation, the building’s operating expenses, property taxes, or insurance expenses

(b) Payment of Rent. Rent for each month of the Base Term shall be paid to Lessor in advance on or before the first day of each and every month of the Base Term, and shall be payable at such place as Lessor may hereinafter designate. Rent for any period that is for less than a full month shall be prorated based on the number of days in such month.

(c) Security Deposit. Immediately upon Lessee’s execution of this Lease, Lessee shall pay Lessor the sum of **\$1375** as a security deposit, which Lessor shall deposit into an interest-bearing account. No later than seven days after the expiration or termination of this Lease, Lessor shall pay Lessee the amount of the security deposit plus accrued interest, less any costs reasonably incurred by Lessor as a result of Lessee’s unremedied breach of Section 11 below.

4. Use

Lessee may use the Premises for any use consistent with law. Lessee shall not use or permit the Premises or any part thereof to be used in violation of any applicable federal, state, county or municipal law, rule, regulation or ordinance.

5. Alterations and Improvements; Signage

(a) Lessee, at its sole cost and expense, may make any alterations, additions or improvements (the "Improvements") in or to the Premises which arise in the ordinary course of business or are consistent with its duties to keep the Premises in good repair. Title to the Improvements shall vest in Lessee. Upon the date of expiration or earlier termination of this Lease, Lessee shall have thirty (30) days to remove the Improvements from the Premises after which period title to the Improvements shall automatically vest in Lessor.

(b) Lessor shall permit Lessee to erect signage displaying Lessee's logo and name as appropriate for Lessee's business on the Premises at the sole cost and expense of the Lessee. Lessee retains the right to alter and improve such signage in accordance with all requirements of appropriate governmental authorities. All necessary permits or licenses shall be obtained by Lessee. Lessor shall not have any right or title to Lessee's signage or any name, logo or image displayed on Lessee's signage. Upon vacating the Premises, Lessee shall remove all signs and repair all damage caused by such removal.

6. Utilities

Lessee shall pay when due all costs for electricity, telephone, gas, oil and other utilities furnished to, charged against or consumed on the Premises during the term of this Lease, to the extent such utilities are separately metered for the Premises; except that Lessor shall pay when due all costs for garbage, water and sewer utilities and services accruing during the term of this Lease.

7. Taxes

Lessor will pay all real property taxes assessed against the Premises or the building in which the Premises are located.

8. Possession

If Lessor is unable for any reason to deliver possession of the Premises, or any portion thereof, at the time of the commencement of the Base Term, Lessee shall not be liable for any rental until such time as Lessor can deliver possession; provided, that if Lessee, in the interim, takes possession of any portion of the Premises, it shall pay as rental the full rental specified herein, reduced pro rata for the portion of the Premises not available for possession by Lessee; and provided further, that if Lessor is unable to deliver possession of the Premises at the commencement of the term of this Lease, Lessee shall have the option to terminate this Lease by at least thirty (30) days' written notice, unless Lessor delivers possession of the Premises prior to the effective date of termination specified in such notice.

9. Destruction of Premises

If the Premises are destroyed or damaged by fire or other casualty to such an extent as to render the same untenantable in whole or in substantial part, or to such an extent as to impair Lessee's access to or use of the Premises, and such destruction or damage was not caused by Lessee's negligence or intentional acts, then Lessee shall have the right, but not the obligation, to

rebuild or repair the Premises at Lessor's expense or terminate this Lease. During the period of any such rebuilding or repairing (if applicable), rental for the Premises shall abate in the same ratio as the portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole of the Premises. If Lessee elects to rebuild or repair the Premises, the work of such rebuilding or repairing shall be prosecuted without unnecessary delay.

10. Assignment or Sublease

Lessee may assign or transfer this Lease or any interest therein or sublet the whole or any part of the Premises to third parties subject to Lessor's approval, which approval shall not be unreasonably withheld. Lessee agrees to pay Lessor's reasonable attorneys' fees and any other reasonable costs incurred by Lessor as a result of any transfer, assignment or sublease; provided, that such fees and costs shall not exceed \$150 in the aggregate for any single transfer, assignment or sublease. Notwithstanding the foregoing, Lessee shall have the right to assign this Lease or sublet the whole or any part of the Premises to any affiliates of Lessee or third parties or organizations working with Lessee.

11. Maintenance and Repair

(a) Lessee must keep the leased premises clean and sanitary.

(b) Lessor shall maintain and repair, at Lessor's expense, the Premises, including but not limited to (i) plumbing, electrical, heating and air conditioning systems; (ii) foundation, exterior walls, roof, and other structural components; (iii) interior walls and ceilings; (iv) glass and windows; (v) interior and exterior doors, including closure devices, frames, molding, locks and hardware; (vi) grounds maintenance, including landscaping and irrigation systems; (vii) parking areas and walks; (viii) extermination and pest control; and (ix) all common areas. These items must be maintained by Lessor in clean and good operable condition. If a governmental regulation or order requires a modification to any part of the Premises, Lessor must complete and pay the expense of any such modification. Lessee is responsible for the repair and maintenance of Lessee's personal property. Lessor agrees to deliver possession of the Premises to Lessee (i) with all HVAC, mechanical, electrical, plumbing, and fire life/safety systems in good condition and repair, and (ii) in compliance with all applicable federal, state, and local laws and regulations[, and (iii) with the work set forth in Exhibit ____ completed].

12. Access

During Lessee's normal business hours, Lessor may enter the Premises for any reasonable purpose after reasonable notice, including but not limited to purposes for repairs, maintenance, alterations, and showing the Premises to prospective tenants or purchasers. Lessor may access the Premises after Lessee's normal business hours only if: (a) entry is made with Lessee's permission; or (b) entry is necessary to complete emergency repairs. Lessor shall not unreasonably interfere with Lessee's operations when accessing the Premises.

13. Insurance

(a) During all times this Lease is in effect, Lessee must, at Lessee's expense, maintain the following insurance:

- Each Occurrence: \$1,000,000.00
- Damage to rented premises: \$250,000.00
- Personal and Advanced Injury: \$1,000,000.00
- General Aggregate: \$2,000,000.00
- Products -Comps/Op. Aggregate: \$1,000,000.00

(b) During all times this Lease is in effect, Lessor must, at Lessor's expense, maintain the following insurance:

- General Liability: \$2,000,000.00

14. Defaults

If Lessee fails to pay rental or other charges at the time and in the manner herein specified or to keep the Premises in good repair and condition or to keep or perform any of the covenants or agreements herein set forth to be kept and performed, then Lessor may elect to terminate this Lease and reenter and take possession of the Premises with or without process of law; provided, however, that Lessor shall give Lessee thirty (30) days' notice in writing stating the nature of the default in order to permit Lessee to remedy such default, without penalty of any kind within said notice period, and Lessee shall not be deemed in default if Lessee has commenced action to cure the default and diligently prosecutes such cure to completion. If upon such reentry there remains any personal property of Lessee or of any other person upon the Premises, Lessor may remove said personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, at Lessee's risk and expense.

15. Eminent Domain

If the whole of the Premises is taken by any public, governmental or other authority under the power of eminent domain or transferred under threat thereof, then this Lease shall terminate as of the date possession is taken by such authority and rental shall be paid up to that date. The term "eminent domain" as used in this Section 15 shall include the exercise of any similar governmental power and any purchase, transfer or other acquisition in lieu thereof. If only a part of the Premises is taken and the remainder not so taken in Lessee's judgment remains tenantable for the purposes for which Lessee has been using the Premises, then this Lease shall continue in full force and effect as to the remainder of the Premises and all of the terms herein provided shall continue in effect, except that rental shall abate in the same ratio as the portion of the Premises rendered untenable shall bear to the whole of the Premises.

16. Waiver

No word, act or omission of either party shall be deemed to be a waiver of any default or noncompliance under the terms of this Lease or of any right of such party hereunder or of any notice given by such party hereunder unless the other party is so advised in writing.

17. Holding Over

If Lessee remains in possession of the Premises after the expiration of this Lease, without a written lease, it shall be deemed to be occupying and using the same as a Lessee from month-to-month, subject to all the conditions, provisions and obligations of this Lease, insofar as they may be applicable to such month-to-month tenancy.

18. Notices

All notices hereunder shall be personally delivered, mailed, or sent via electronic mail. If mailed, they shall be sent by certified mail, return receipt requested, to the following respective addresses:

To Lessor:

York Property, LLC
112 West Main Street, Suite 5
Charlottesville, VA 22902

To Lessee:

**Democratic Party of Virginia
919 E Main Street, Suite 2015
Richmond, VA 23223**

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing. A notice given in accordance with the provisions of this Section 18 shall not be deemed to be waived or modified except by subsequent written notice delivered or mailed in accordance herewith.

19. Quiet Enjoyment

Upon fully complying with and promptly performing all the terms, covenants and conditions required of it under the terms of this Lease, Lessee shall have and quietly enjoy the Premises during the term of this Lease.

20. Successors and Assigns

The covenants and agreements of this Lease shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

21. Captions

The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of this Lease.

22. Severability

It is the intention of the parties that each term or provision of this Lease be enforceable to the fullest extent permitted by law. If any term or provision of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

23. Entire Agreement; Amendments

This Lease constitutes the entire agreement between Lessor and Lessee. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Lease shall be valid and effective unless evidenced by an agreement in writing signed by the party to be bound. This Lease supersedes any other lease agreement between the parties, and the parties hereby agree that such lease agreements shall be terminated.

[Signature Page Follows Immediately.]

IN WITNESS WHEREOF, the parties hereto have executed this Lease effective as of the Effective Date.

LESSOR:

If an entity:

Entity Name: _____

By: _____

Name: _____

Title: _____

If an individual:

Signature

Print Name

LESSEE:

By: _____

Name: _____

Title: _____