

DEED OF GIFT LEASE

BY AND BETWEEN

**BLACK KETTLE, LLC,
AS LANDLORD**

AND

**BOARD OF TRUSTEES OF RAPPAHANNOCK COUNTY PUBLIC LIBRARY,
AS TENANT**

Effective as of October __, 2026

DEED OF GIFT LEASE

THIS DEED OF GIFT LEASE ("**Gift Lease**") is effectively dated and made as of October ___, 2026 ("**Effective Date**") by and between the following (individually, "**Party**" and collectively, "**Parties**"): Black Kettle, LLC, a Virginia limited liability company ("**Landlord**"); and the Board of Trustees of Rappahannock County Public Library, the board of the free public library system of Rappahannock County, Virginia pursuant to Code of Virginia 42.1-35.A ("**Tenant**").

Recitals:

- A. Landlord owns the tract of land situated in Washington, Virginia known as Phase 2 of Rush River Commons and more particularly described on Exhibit A attached hereto and made a part hereof ("**Project**").
- B. Landlord is developing within the Project (i) a building consisting of approximately 9000 usable square feet and (ii) a meeting room as shown on the Floor Plan described below (collectively, "**Building**"). Attached to this Gift Lease as Exhibit B and made a part hereof are (i) a site plan showing the Building and associated site improvements for the Project ("**Site Plan**"), (ii) the interior floor plans of the Building ("**Floor Plan**") and (iii) an exterior rendering of the Building ("**Building Elevation**").
- C. Tenant is the board of the free public library system of Rappahannock County, Virginia. Pursuant to Code of Virginia Section 42.1-35, Tenant is vested with the management and control of such library system.
- D. Pursuant to Code of Virginia Section 42.1-35.A, Tenant has the right to accept donations of real estate for the establishment and maintenance of the Rappahannock free public library system.
- E. Landlord, for no consideration and with donative intent, desires to make a gift to Tenant of a rent-free leasehold estate in and to the Building, to be used by Tenant as a public library. Tenant desires to accept such gift and use the Building as a public library.

ARTICLE I DEFINED TERMS

For purposes of this Gift Lease, in addition to the terms which are defined elsewhere in this Gift Lease, the following terms shall have the meanings ascribed to them below:

"Common Meeting Room" means a portion of the Premises which the Tenant maintains but is open to the public, including the Landlord and other tenants within the Project for use on a first come first served basis.

"Expiration Date" means the date that is the last day of the then applicable Term.

"Landlord Improvements" means the work being performed by Landlord, its contractors or subcontractors on the Building and Premises and which is further described/defined herein and in Exhibit B attached hereto and made a part hereof.

"Lease Commencement Date" means the first date on which all of the following shall have occurred: (i) the Landlord Improvements have been substantially completed, (ii) the Designated Parking Spaces have been completed with signage installed and Landlord has provided paved access to the Designated Parking Spaces from Warren Avenue, (iii) the Premises are delivered to the Tenant, (iv) and a Certificate of Occupancy has issued for the Premises.

"Lease Year" mean each consecutive twelve (12) month period during the Term commencing with the Lease Commencement Date.

“Premises” means, collectively, the Building and Common Meeting Room together with the nonexclusive use of the common areas of the Project (including the lobby and restrooms adjacent to the Building, and the lawn, sidewalks, paths, parking areas, drive aisles and open spaces in the Project); with the interior square footage of the Building to be an amount to be determined after final construction but no less than nine thousand (9,000) usable square feet of which approximately one thousand square feet (1,000) shall be the Common Meeting Room and eight thousand square feet (8,000) shall be the Building subject to the parties agreement on the design of both as provided herein.

“Term” means the period between the Lease Commencement Date and the Expiration Date, including any Renewal Term(s) exercised by Tenant.

ARTICLE II

BASIC LEASE PROVISIONS

Section 2.1. Letting of Premises

Landlord hereby demises and leases to Tenant, and Tenant hereby leases, hires and takes from Landlord, the Premises, subject to all matters hereinafter set forth in this Gift Lease for the Term.

Section 2.2. Conditions Precedent to Lease Commencement

Given the unique circumstances associated with this Gift Lease, the Lease Commencement shall be preconditioned upon the parties achieving certain milestones associated with the approval and design of the Premises. The following milestones shall be a precondition to Lease Commencement:

- (a) The Tenant shall have obtained all approvals related to this Lease as required by its governing body to enter into this Lease (“Rappahannock County Approval”).
- (b) The Landlord shall have obtained the Town Approval as more particularly described in Section 5.1(b).
- (c) The parties shall have agreed to the design of the Premises as provided for in Section 5.1(a).
- (d) The Landlord shall have obtained the Permits as provided for in Section 5.1(c).
- (e) The parties shall have agreed to a budget for the construction of the Premises (the **“Budget”**).

Upon satisfaction of the above milestones, Landlord shall issue a Notice of Satisfaction of Conditions Precedent (the **“Notice of Satisfaction”**) which shall remove the preconditions to Lease Commencement. Within six (6) months of issuance of the Notice of Satisfaction, the Landlord shall break ground on the construction of the Building and Premises.

As to Condition 2.2. (c), if the parties have not agreed on the design of the Premises as provided for in Section 5.1(a) within 9 months from the Effective Date this Gift Lease shall terminate automatically unless otherwise agreed to in writing by the Parties.

These conditions precedent shall expire in the event that a Notice of Satisfaction has not issued within sixty (60) months of the date of the signing of this Gift Lease by the parties and the Gift Lease shall automatically terminate unless agreed to otherwise by the parties.

Section 2.3. Landlord’s Right to Revoke Gift Lease

Prior to the issuance of the Notice of Satisfaction, this Gift Lease is subject to Landlord’s right to revoke (terminate) this Gift Lease based on economic feasibility as described in this Section 2.3. Should the Landlord, in its sole and absolute discretion, determine at any time prior to the issuance of the Notice of Satisfaction, that the Premises, Building or Project is not economically feasible (defined as costs of construction of the Premises

exceeding 125% of the Budget), it shall have the absolute right to terminate this Gift Lease and revoke the gift. Additionally, at any time prior to the issuance of the Notice of Satisfaction, should the Landlord, in its sole and absolute discretion, determine that any permit or entitlement required to construct the Premises, Building or Project, is not obtainable, or in the Landlord's opinion is likely unobtainable, it shall have the absolute right to terminate this Lease and revoke this gift. Should Landlord exercise either of these rights, it shall provide Tenant ten (10) days written notice of such and after such ten (10) day period, this Gift Lease shall be terminated and neither party shall have any further obligation to the other.

Section 2.4. Gift Lease Term and Renewal Terms

The Term of this Gift Lease shall begin on the Lease Commencement Date and shall continue in full force and effect for ten (10) years. Tenant shall have the option to extend the Term for seven (7) periods of ten (10) years each (each, a "***Renewal Term***"). At the end of the initial ten (10) year Term, and at the end of each Renewal Term, the Term shall automatically renew for the new Renewal Term if the Tenant does not deliver written notice to Landlord no later than one hundred eighty (180) days prior to the end of the Term or Renewal Term, as applicable, that it is electing to terminate this Gift Lease at the end of the then current Term or Renewal Term, as applicable. Upon expiration of this Gift Lease, Tenant's right, title and interest in the Premises shall automatically transfer to Landlord and Tenant shall peaceably quit and surrender to Landlord immediate possession of the Premises. Upon such event, the Parties shall in good faith take all reasonable commercial steps and execute all necessary documents to promptly transfer possession and/or ownership of the Premises. At the end of the Seventh Renewal Term, if requested by Tenant, Landlord and Tenant will negotiate in good faith the terms on which the Term of this Gift Lease may be extended, which may include, inter alia, a possible future gift.

Section 2.5. Use

The Premises shall be used as a public library and related purposes, and for no other business or purpose without the prior written consent of Landlord. Landlord and Tenant acknowledge that public library use includes all programs, events, classes and services that libraries from time to time may provide, sponsor or offer to their patrons, which are expected to evolve and change over the Term, including any Renewal Terms. Tenant shall not cause to be done in or about the Premises any act that is unlawful, and Tenant shall immediately cease the performance of such unlawful act. Tenant shall not commit or allow to be committed any material waste upon the Premises, or any public or private nuisance or other act or thing which materially disturbs the quiet enjoyment of any other tenant in the Project and/or the Landlord. Tenant, at its expense, shall comply with (i) all laws, statutes, ordinances, governmental rules, regulations or requirements, (ii) the provisions of any recorded documents now existing relating to its use, operation or occupancy of the Premises, and (iii) the Operating Agreement of even date herewith between Landlord and Tenant ("***Operating Agreement***"). The Common Meeting Room shall be open to the public at no charge (except if the parties agree otherwise) on a first come first served basis controlled by the Tenant, on such days and during such hours as Landlord and Tenant shall mutually agree (but no less than the days and hours that the Tenant is open to the general public).

Section 2.6. Changes to Premises

Landlord shall have the right at any time, without the same constituting an actual or constructive eviction and without incurring any liability to Tenant, to change: (a) parking areas or other public parts, provided that such changes shall not unreasonably and materially interfere with the conduct of Tenant's business at the Premises, and provided further that any change to the twenty (20) Designated Parking Spaces shall be reasonably proximate to the Premises and the original Parking Spaces; (b) any of the other common areas of the Building or Project, provided that such changes shall not unreasonably and materially interfere with the conduct of Tenant's business at the Premises; or (c) the Premises' mailing address.

Section 2.7 Name of Project and Premises

Landlord shall have the right to name the overall Project, other than the Building leased to Tenant, and from time to time change the name of the overall Project. Tenant shall have the right to name the Building leased to Tenant as the "Rappahannock County Free Public Library" or the "Rappahannock County Public Library".

Any change of the name of the Building shall be approved by the Landlord and such approval shall not be unreasonably denied.

ARTICLE III DONATION OF LEASEHOLD

Section 3.1. No Rental Payments

Tenant shall not be charged rent or additional rent for its use of the Premises, it being the intent of Landlord and Tenant that the leasehold created pursuant to this Gift Lease is a donation by Landlord to Tenant.

ARTICLE IV BUILDING RELATED PROVISIONS

Section 4.1. Quiet Enjoyment

If Tenant complies with and performs all of the covenants, terms and agreements required under this Gift Lease to be performed by and on the part of Tenant, Tenant shall have peaceable and quiet enjoyment of the Premises without interference from the Landlord and/or its agents, or anyone claiming by, through or under Landlord, at all times during the Term of this Gift Lease.

Section 4.2. Access Control System; Locks

Landlord agrees to install locking devices on the exterior access doors to the Premises (including the Common Meeting Room) in consultation with Tenant. Upon expiration of this Gift Lease, Tenant shall surrender to Landlord all keys or codes to any locks on doors entering or within the Premises as well as any access keys to the Building.

Section 4.3. Parking

(a) Tenant shall have the exclusive use of twenty (20) designated parking spaces identified on the Site Plan ("***Designated Parking Spaces***") in a location to be mutually agreed upon by the parties. Landlord shall provide signage that identifies the Designated Parking Spaces for exclusive use by Tenant and Tenant's invitees but shall not be responsible for enforcement. In connection with events at the Premises, Tenant may use traffic cones, temporary signage or other devices to insure the exclusive use of the Designated Spaces by Tenant and its invitees.

(b) Additionally, Tenant, and its invitees, may use the non-designated parking spaces of the Project on an as-available basis. Landlord shall provide signage for non-designated parking spaces that identifies such spaces as reserved for Library and Community Center use only.

(c) Landlord and Tenant shall use good faith efforts to communicate with each other regarding the scheduling of special events at the Premises and the adjoining community center with the goal of insuring that all such special events have adequate parking. In connection with events at the Premises that are anticipated to require parking in excess of the Designated Parking Spaces, Tenant may notify Landlord not less than ten (10) days in advance, in which event twenty (20) of the non-designated parking spaces may be used by Tenant and its invitees on an exclusive basis for such events, provided that Tenant shall be responsible for temporary signage designating the use of such spaces and Landlord shall not be responsible for enforcement.

ARTICLE V
IMPROVEMENTS; TERMINATION

Section 5.1. Building Improvements

- (a) Design of Premises. Landlord and Tenant shall together with Landlord and Tenant's respective architects and design builder, in good faith and in cooperation with one another, design and finalize a plan for the Premises. Landlord shall cause its architect to prepare schematic plans, design development plans and construction drawings for the Premises that are consistent with the Site Plan, Building Elevation and Floor Plan. Landlord shall submit such plans and drawings to Tenant for approval and Tenant shall have twenty (20) days from receipt to provide Landlord with any detailed written changes to said plans and drawings. If any changes are submitted, Landlord and Tenant shall work promptly in good faith to resolve any outstanding issue. If revised plans are delivered to the Tenant by Landlord, Tenant shall submit any detailed written changes, if any, to the Landlord within ten (10) business days of receipt. If said changes are not received by the Landlord within the time period established above, the plans will be deemed approved by the Tenant. When Landlord and Tenant have agreed upon the final construction drawings for the Premises ("***Approved Plans***"), they shall memorialize such agreement in writing. Landlord and Tenant acknowledge their mutual intention that the Approved Plans shall include all improvements, equipment, fixtures and finishes required for Tenant's use and occupancy of the Premises, including all items described on Exhibit C-1 attached hereto and made a part hereof, excluding only furniture, trade fixtures and personal property to be installed by Tenant at Tenant's cost. Attached hereto as Exhibit C-2 are design renderings that the Parties have agreed to that will inform the parties in creating the actual design of the Premises.
- (b) Town Approvals. Landlord, at its sole cost and expense, shall diligently pursue (i) approval by the Town of Washington of a modification to the special use permit for the Project that authorizes Landlord to construct the Premises in accordance with the Site Plan, Building Elevation and Floor Plan and that approves the use of the Premises by Tenant as permitted under this Lease and (ii) approval by the Architectural Review Board of the design of the Building (collectively, "***Town Approvals***"). If Landlord has not obtained the Town Approvals on or before the date that is sixty (60) months after the Effective Date ("***Outside Approval Date***") (or such later date as Landlord and Tenant may mutually agree in writing), then Landlord and Tenant shall each have the right to terminate this Gift Lease by written notice to the other. Such notice must be given by the earlier of (i) sixty (60) days after the Outside Approval Date or (ii) issuance of the Town Approvals.
- (c) Permits. Landlord, at its sole cost and expense, shall diligently pursue all permits required for the construction of the Premises ("***Permits***"). If Landlord has not obtained the Permits on or before the date that is sixty (60) months after the Effective Date ("***Outside Permit Date***") (or such later date as Landlord and Tenant may mutually agree in writing), then Landlord and Tenant shall each have the right to terminate this Gift Lease by written notice to the other. Such notice must be given by the earlier of (i) sixty (60) days after the Outside Permit Date or (ii) issuance of the Permits. The parties acknowledge that Landlord may be submitting certain applications including an amendment to the Special use Permit (SUP) for the Project. Landlord and Tenant will work together to make any necessary filings to cover the intent of the parties with respect to the use of the Building by the Tenant.
- (d) Construction of Premises. Promptly following issuance of the Permits, Landlord, at its sole cost and expense, shall construct the Building and the Premises in accordance

with the Approved Plans. Landlord shall use diligent efforts to substantially complete construction of the Building and Premises within a reasonable time after commencement of construction to be agreed upon by the parties, subject to delays caused by Force Majeure Events. Landlord shall use its best efforts to construct the Building and the Premises timely, in a good and workmanlike manner, free from defects.

- (e) Acceptance of Premises. Upon completion of the construction by Landlord, Tenant shall commence its installation of its furniture and trade fixtures at its own cost. Upon delivery by Landlord to Tenant, Tenant shall make a complete inspection of the Premises and subject to a mutually agreeable punch list, shall accept the Premises and the Building in their “**AS IS, WHERE IS**” condition and “**WITH ALL FAULTS**” on the Lease Commencement Date without recourse to Landlord. Except as expressly provided in this Gift Lease, Landlord shall have no obligation to furnish, equip or improve the Premises or the Building beyond its scope of work in Exhibit C. The taking of possession of the Premises by Tenant shall be conclusive evidence against Tenant that, subject to completion of punch list items, Tenant: (i) accepts the Premises as being in compliance with Exhibit C-1 and the Building as being in satisfactory condition and suitable for it to install its furniture and trade fixtures and construct all of its internal improvements to the Premises; (ii) acknowledges that the Premises and the Building comply fully with Landlord’s covenants and obligations under this Gift Lease; and (iii) waives any patent defects in the Premises and its appurtenances and in all other parts of the Building. All fixtures, or replacement fixtures, as the case may be, installed in the Premises shall remain with the Premises. Landlord shall complete all punch list items within six (6) months of the Lease Commencement Date (other than landscaping which will be completed in the appropriate season).
- (f) Improvements and Alterations. Tenant shall be allowed to be make any nonstructural improvements, alterations or physical additions (including fixtures) in or to the Premises valued less than \$10,000 (increased by 3% per annum, compounded, on each anniversary of the Lease Commencement Date) in total for any one project, without first obtaining the written consent of Landlord. All other improvements, alterations or physical additions shall be subject to Landlord’s prior written consent, such consent not to be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Tenant shall have the right to paint and make other aesthetic changes to the interior of the Premises without the consent of Landlord.
- (g) Personal Property Taxes; Sales, Use and Excise Taxes. Tenant shall be responsible for and shall pay ad valorem and other taxes, assessments or charges levied upon or applicable to Tenant’s personal property in the Premises, if any.

ARTICLE VI

CONDEMNATION; FORCE MAJEURE

Section 6.1. Condemnation

- (a) Total Taking. In the event of a taking or damage related to the exercise of the power of eminent domain, by any agency, authority, public utility, person, corporation or entity empowered to condemn property (including without limitation a voluntary conveyance by Landlord in lieu of such taking or condemnation) (individually, a “**Taking**”) of: (i) the entire Premises, or (ii) so much of the Premises as to prevent or substantially impair its use by Tenant during the Term of this Lease (individually, a “**Total Taking**”), the rights of Tenant under this Lease and the leasehold estate of Tenant in and to the Premises shall, subject to Section 6.1(e), cease and terminate as of the date upon which title to the property taken passes to and vests in the condemning authority or

the effective date of any order for possession if issued prior to the date title vests in the condemning authority ("***Date of Taking***").

- (b) Partial Taking. In the event of a Taking of only a part of the Premises or of a part of the Building which does not constitute a Total Taking during the Term of this Lease (individually, a "***Partial Taking***"), the rights of Tenant under this Lease and the leasehold estate of Tenant in and to the portion of the property taken shall, subject to Section 6.1(e), cease and terminate as of the Date of Taking.
- (c) Termination. In the event of a Taking of the Building (other than the Premises) such that, in the parties' reasonable opinion taking into account the scope of the taking, the impact on the Building and the Project, the Building cannot be restored in a manner that makes continued operation of the Premises for its intended purposes not practical or economically feasible, this Gift Lease shall be terminated.
- (d) Repair. If this Lease is not terminated as provided for in this Section, then Landlord, at its expense but only to the extent of the condemnation award for the damage and/or Taking, shall repair and restore the Building and/or the Premises to approximately the same condition that existed at the time Tenant entered into possession of the Premises, reasonable wear and tear excepted except for the part taken, so as to render the Building or Premises as complete an architectural unit as practical. If the condemnation award is not sufficient to so repair and restore the Building and/or the Premises, and Landlord does not commit to provide the additional funds needed to so repair and restore the Building and/or the Premises, then Tenant may terminate this Lease by giving notice to Landlord.
- (e) Awards and Damages. The Landlord reserves all rights to damages and awards paid because of any Partial Taking or Total Taking of the Land. Tenant reserves all rights to damages and awards based upon the operation of Tenant and the cost of relocating Tenant's operations as a result of the Taking.

Section 6.2. Force Majeure

Neither Landlord nor Tenant shall be required to perform any term, provision, agreement, condition or covenant in this Gift Lease so long as such performance is delayed or prevented by the occurrence of a "***Force Majeure Event***," which means, collectively, acts of God, strikes, injunctions, lockouts, material or labor restrictions by any governmental authority, governmentally declared epidemics/pandemics, civil riots, floods, fire, theft, public enemy, insurrection, war, court order, requisition or order of governmental body or authority, and any other cause not reasonably within the control of Landlord or Tenant and which by the exercise of due diligence Landlord or Tenant is unable, wholly or in part, to prevent or overcome. Neither Landlord nor any mortgagee shall be liable or responsible to Tenant for any loss or damage to any property or person occasioned by any Force Majeure Event, or for any damage or inconvenience which may arise through repair or alteration of any part of the Building as a result of any Force Majeure Event. Notwithstanding the above, force majeure is not a defense to the failure to perform any monetary obligations under this Gift Lease.

ARTICLE VII DEFAULT; REMEDIES

Section 7.1. Default by Tenant

The occurrence of any one or more of the following events shall constitute a default by Tenant under this Gift Lease:

- (a) Tenant shall fail to pay to Landlord any monetary charges due from Tenant hereunder as and when due and payable;

- (b) Tenant breaches or fails to comply with any term, provisions, conditions or covenant of (i) this Gift Lease, other than as described in the immediately preceding clause (a) of this Section, or (ii) the Operating Agreement;
- (c) a Transfer (hereinafter defined) not permitted pursuant to the terms of this Lease shall occur, without the prior written approval of Landlord;
- (d) the interest of Tenant under this Gift Lease shall be levied on under execution or other legal process, and such levy shall be final and unappealable;
- (e) any petition in bankruptcy or other insolvency proceedings shall be filed by or against Tenant, or any petition shall be filed or other action taken to declare Tenant a bankrupt or to delay, reduce or modify Tenant's debts or obligations or to reorganize or modify Tenant's capital structure or indebtedness or to appoint a trustee, receiver or liquidator of Tenant or of any property of Tenant, or any proceeding or other action shall be commenced or taken by any governmental authority for the dissolution or liquidation of Tenant and, within six (6) months hereafter, Tenant fails to secure a discharge thereof;
- (f) Tenant shall become insolvent, or Tenant shall make an assignment for the benefit of creditors, or Tenant shall make a transfer in fraud of creditors, or a receiver or trustee shall be appointed for Tenant or any of its properties;
- (g) Tenant shall desert, abandon or vacate the Premises or any substantial portion thereof or fails to operate its business in the Premises for a period of six (6) months for any reason other than as a result of Force Majeure Event, damage or condemnation of the Premises, or the making of repairs or renovation provided reasonable notice has been given to Landlord; or
- (h) Tenant shall do or permit to be done anything which creates a lien upon the Premises or the Building, and fails to discharge/bond off said lien within thirty (30) days from the earlier date of lien imposition or the date Tenant receives written request from Landlord to discharge/bond off such lien.

Section 7.2.Landlord's Remedies

Upon occurrence of any default by Tenant under this Gift Lease and if the occurrence of: (i) a monetary default described in clause (a) of the immediately preceding Section of this Gift Lease is not cured within thirty (30) days after written notice from Landlord of such default, or (ii) a non-monetary default (other than as described in clauses (e) or (f) of the immediately preceding Section of this Gift Lease) is not cured within sixty (60) days after written notice from Landlord of such default (provided that such sixty (60) period shall be extended so long as Tenant has commenced to cure the default and is diligently pursuing such cure), or upon the occurrence of any default by Tenant under the Operating Agreement after the giving of any notice and the lapse of any cure period provided thereunder, the Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law or in equity by this Gift Lease:

- (a) Pursue specific performance of the terms of this Lease;
- (b) Pursue monetary damages (except to the extent prohibited by law, including without limitation Code of Virginia Section 15.2-2506);
- (c) If Tenant uses the Premises for any purpose not permitted under Section 2.5, and such default is material and not timely cured, pursue judicial process including injunctive relief against Library for the use and be entitled to recover as damages (except to the extent prohibited by law, including without limitation Code of Virginia Section 15.2-2506) the actual attorney fees incurred in obtaining such injunctive relief. Library waives any claim that injunctive relief is not available due to the availability of

damages as a remedy as quantifying the actual damages incurred by the owner as a result of any such breach is difficult or impossible to determine; and

(d) Exercise any and all other remedies available to Landlord in this Gift Lease, at law, or in equity, provided that Landlord shall not have the right to terminate this Lease or, repossess the Premises or evict Tenant except as described in Section 7.2(c) or upon a holdover by Tenant after expiration of the Term (including any Renewal Terms exercised by Tenant) as described in Section 7.7.

Section 7.3.[Intentionally Blank]

Section 7.4.Rights of Landlord in Bankruptcy

Nothing contained in this Gift Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency, by reason of the expiration or termination of this Gift Lease or the termination of Tenant's right of occupancy, an amount equal to the maximum amount allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to in this Section. In the event that under applicable law, the trustee in bankruptcy or Tenant has the right to affirm this Gift Lease and continue to perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of the affirmation of this Gift Lease and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligations under this Gift Lease.

Section 7.5.[Intentionally Blank]

Section 7.6 Non-Waiver

Failure on the part of either Landlord or Tenant to complain of any action or non-action on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by it of any of its rights under this Gift Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Landlord or Tenant to or of any action by the other requiring its consent or approval shall not be deemed to waive or render unnecessary its consent or approval to or of any subsequent similar act by the other.

Section 7.7 Holding Over

Upon expiration of the Term (including expiration resulting from Tenant's failure to renew the Term in accordance with Section 2.4), if Tenant remains in the Premises beyond the Term without the consent of the Landlord (which consent shall not be unreasonably withheld, and make take into account, inter alia, a possible gift of additional Term) then Tenant, at Landlord's option, shall be deemed to be occupying the Premises as a tenant at will at an annual base rental equal to Forty-two thousand dollars (\$42,000.00), increased by three percent (3%) per annum from the Lease Commencement Date until the date of calculation, and shall otherwise remain subject to all the conditions, provisions and obligations of this Gift Lease insofar as the same are applicable to a tenancy at will; provided, however, nothing contained herein shall require Landlord to give Tenant more than sixty (60) days prior written consent to terminate Tenant's tenancy-at-will. No holding over by Tenant after the expiration of this Gift Lease shall be construed to extend or renew the Term or in any other manner be construed as permission by Landlord to holdover. Should Tenant holdover in the Premises without Landlord's consent and fail to remove itself from the Premises within thirty (30) days after the expiration of this Gift Lease, Tenant shall be responsible for all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Premises effective upon the expiration of this Gift Lease.

Section 7.8 Abandonment of Personal Property

Any personal property left in the Premises or any personal property of Tenant left about the Building at the expiration of this Gift Lease, or the abandonment, desertion or vacating of the Premises by Tenant, shall be deemed abandoned by Tenant and may, at the option of Landlord, be immediately removed from the Premises or such other space by Landlord and stored by Landlord at the full risk, cost and expense of Tenant. Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. In the event Tenant does not reclaim any such personal property and pay all costs for any storage and moving thereof within thirty (30) days after the expiration of this Gift Lease, or the abandonment, desertion or vacating of the Premises by Tenant, Landlord may dispose of such personal property in accordance with the Virginia Uniform Commercial Code. If Landlord shall sell any such personal property, it shall be entitled to retain from the proceeds the amount of any expenses due Landlord, together with the cost of storage and moving and the expense of the sale. Notwithstanding anything contained herein to the contrary, in addition to the rights provided herein with respect to any such property, Landlord shall have the option of exercising any of its other rights or remedies provided in this Gift Lease or exercising any rights or remedies available to Landlord at law or in equity.

Section 7.9 Landlord Defaults

Upon occurrence of any default by Landlord under this Gift Lease and if the occurrence of: (i) a monetary default is not cured within thirty (30) days after written notice from Tenant of such default, or (ii) a non-monetary default is not cured within sixty (60) days after written notice from Tenant of such default, or upon the occurrence of any default by Landlord under the Operating Agreement after the giving of any notice and the lapse of any cure period provided thereunder, Tenant shall have the option to exercise any and all remedies available to Tenant in this Gift Lease, at law, or in equity including the recovery of its legal fees and costs for enforcing its rights under this Gift Lease.

ARTICLE VIII TRANSFERS; ASSIGNMENT

Section 8.1. Transfers

- (a) In keeping with the gift purposes of this Gift Lease, Tenant shall not, by operation of law or otherwise, do or cause to be done any of the following (collectively, “**Transfer**”), without the prior written consent of Landlord, which consent may be withheld in its sole discretion: (i) assign, transfer, mortgage, pledge, hypothecate or otherwise encumber this Gift Lease, the Premises or any part of or interest in this Gift Lease or the Premises; or (ii) sublet all or any part of the Premises or any right or privilege appurtenant to the Premises.
- (b) The above-described prohibition against a Transfer includes but is not limited to an assignment or subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency, or other proceedings.
- (c) Notwithstanding Section 8.1(a), (i) Tenant shall have the right to assign this Gift Lease to any governmental entity that succeeds to Tenant’s legal authority to manage and operate a public library in Rappahannock County, (ii) Tenant shall have the right to assign this lease to a not-for-profit entity that is specifically chartered to manage or operate a public library for state and/or local governments, (iii) Tenant may permit other parties, as its invitee, to occupy or use all or any part of the Premises on a short term basis for programs, classes and events that are sponsored, hosted and/or supported by Tenant, and (iv) Tenant may permit the Friends of the Library (and any other organization whose purpose is to support Tenant), as its invitee, to occupy or use part of the Premises in connection with its activities in support of Tenant.
- (d) [Intentionally Blank]

- (e) Consent by Landlord to one or more assignments, sublettings or other Transfer shall not operate as a waiver of Landlord's rights as to any subsequent assignments, sublettings or other Transfer. Notwithstanding any assignment, subletting or other Transfer, Tenant shall at all times remain fully responsible and liable for compliance with all of Tenant's obligations under this Gift Lease.
- (f) If Tenant requests Landlord's consent to any Transfer (for clarity, not including a Transfer permitted pursuant to Section 8.1(c)), then Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: (i) name and address; (ii) reasonably satisfactory information about its business and business history; (iii) its proposed use of the Premises; (iv) a copy of the proposed sublease, assignment or such other agreement; (v) banking, financial and other credit information; and (vi) general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character.
- (g) If Landlord consents to a Transfer, or a Transfer is permitted pursuant to Section 8.1(c), the transferring Tenant shall be released from performing its obligations under this Gift Lease from and after the transfer, and the transferee Tenant shall assume all of Tenant's obligations under this Gift Lease in a writing satisfactory to Landlord. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfer. While the Premises or any part thereof are subject to a Transfer requiring Landlord's consent (and not a Transfer pursuant to Section 8.1(c)), Landlord may collect directly from such transferee all sums relating to the Premises becoming due to Tenant or Landlord and apply such sums against any sums payable hereunder. In the case of a Transfer requiring Landlord's consent (and not a Transfer permitted pursuant to Section 8.1(c)), if the aggregate rental, bonus or other consideration paid by a transferee for any such space exceeds the sum of Tenant's costs and expenses actually incurred in connection with such Transfer, including reasonable brokerage fees, reasonable costs of finishing or renovating the space affected and reasonable cash rental concessions, which costs and expenses are to be amortized over the term of the Transfer, then fifty (50%) percent of such excess shall be paid to Landlord within fifteen (15) days after such amount is received by Tenant. Such overage amounts in the case of a sublease shall be calculated and adjusted (if necessary) on a Lease Year (or partial Lease Year) basis, and there shall be no cumulative adjustment for the Term.
- (h) Tenant authorizes its transferees to make payments of rent and any other sums due and payable, directly to Landlord upon receipt of notice from Landlord to do so in the event Tenant is in material default beyond any applicable notice and cure period. Any attempted Transfer by Tenant in violation of the terms and covenants of this Article shall be void and shall constitute a default by Tenant under this Gift Lease.

Section 8.2. Assignment by Landlord

Landlord shall have the right, with reasonable notice to Tenant, at any time to sell, transfer or assign, in whole or in part, by operation of law or otherwise, its rights, benefits, privileges, duties, obligations or interests in this Gift Lease or in the Premises, the Building, the Land, the Building and/or all or any portion of the other property referred to herein, without the prior consent of Tenant, and such sale, transfer or assignment shall be binding on Tenant. After such sale, transfer or assignment, the Tenant shall attorn to such purchaser, transferee or assignee, and Landlord shall be released from all liability and obligations under this Gift Lease accruing after the effective date of such sale, transfer or assignment.

Section 8.3. Landlord Mortgages

Landlord represents and warrants to Tenant that as of the Effective Date the Premises are not encumbered by a mortgage, deed of trust or other lien securing a monetary amount (a “*Mortgage*”). If, after the Effective Date, Landlord grants a Mortgage that encumbers the Premises, this Gift Lease shall have priority over such Mortgage and shall not be affected by the foreclosure or other exercise of remedies by the holder of such Mortgage.

Section 8.4. Limitation on Liability

(a) The exclusive remedies of Tenant for the failure of Landlord to perform any of its obligations under this Gift Lease shall be to proceed against the interest of Landlord in and to the Building. In no event shall Landlord be liable to Tenant, or any interest of Landlord in the Building be subject to execution by Tenant for any indirect, special, consequential or punitive damages.

(b) The exclusive remedies of Landlord for the failure of Tenant to perform any of its obligations under this Gift Lease shall be to proceed against the assets of Tenant. In no event shall any individual trustee on the board of trustees comprising Tenant, or the assets of such individual trustee, be subject to personal liability resulting from the Tenant’s failure to perform any of its obligations under this Gift Lease.

ARTICLE IX

ESTOPPEL CERTIFICATE; NOTICES

Section 9.1 Estoppel Certificate or Three-Party Agreement

Tenant agrees within fifteen (15) business days following request by Landlord, to execute, acknowledge and deliver to Landlord and any other persons specified by Landlord, a certificate or three-party agreement among Landlord, Tenant and/or any third party dealing with Landlord, certifying (a) that this Gift Lease is unmodified and in full force and effect, or, if modified, stating the nature of such modification, (b) the date to which any charges are paid in advance, if any, (c) that there are not, to Tenant’s knowledge, any uncured defaults on the part of Landlord hereunder, or so specifying such defaults, if any, as are claimed, and/or (d) any other matters as such third party may reasonably require in connection with the business dealings of Landlord and/or such third party.

Section 9.2 Notices

Any notice, request, approval, consent or other communication required or contemplated by this Gift Lease must be in writing, unless otherwise in this Gift Lease expressly provided, and may be given or be served by hand delivery or reputable overnight delivery. Notice given in any other manner shall be effective only if and when delivered to the Party to be notified or at such Party’s address for purposes of notice as set forth herein. For purposes of giving notice under this Gift Lease, the addresses of the Parties shall, until changed as herein provided, be as set forth below. The Parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days’ written notice to the other Party in the manner set forth in this Section.

If to Landlord: Black Kettle, LLC
 P.O. Box 1540
 Middleburg, VA 20118

With a copy to: E. Andrew Burcher, Esq.
 Walsh, Colucci, Lubeley & Walsh, P.C.
 4310 Prince William Parkway, Suite 300
 Woodbridge, VA 22192
 eaburcher@thelandlawyers.com

If to Tenant: Rappahannock County Public Library Board of Trustees
 4 Library Road
 Washington, VA 22747

Attn: Library Director

With a copy to: Rappahannock County Administration Office
3 Library Road
Washington, VA 22747
Attn: County Administrator

ARTICLE X MISCELLANEOUS

Section 10.1. Rights and Remedies Cumulative

The rights and remedies of Landlord and Tenant under this Gift Lease shall be nonexclusive and each right or remedy shall be in addition to and cumulative of all other rights and remedies available to Landlord and Tenant under this Gift Lease or at law or in equity. Pursuit of any right or remedy shall not preclude pursuit of any other rights or remedies provided in this Gift Lease or at law or in equity, nor shall pursuit of any right or remedy constitute a forfeiture or waiver of any amounts due to Landlord or Tenant or of any damages accruing to Landlord by reason of the violation of any of the terms of this Gift Lease.

Section 10.2. Legal Interpretation

This Gift Lease and the rights and obligations of the Parties shall be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Virginia and exclusive jurisdiction for the resolution of any disputes hereunder is in the courts applicable to Washington, VA. The determination that one or more provisions of this Gift Lease is invalid, void, illegal or unenforceable shall not affect or invalidate any other provision of this Gift Lease, and this Gift Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Gift Lease, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. All obligations of either Party hereunder not fully performed as of the expiration of the Term of this Gift Lease shall survive the expiration of the Term of this Gift Lease and shall be fully enforceable in accordance with those provisions pertaining thereto. No custom or practice which may evolve between the Parties in the administration of the terms of this Gift Lease shall waive or diminish the right of either Party to insist upon the performance by the other Party in strict accordance with the terms of this Gift Lease. Time is of the essence as to all duties and obligations of the Parties hereunder. This Gift Lease is for the sole benefit of Landlord and Tenant, and, without the express written consent thereto, no third party shall be deemed a third party beneficiary hereof. The Parties agree that this Gift Lease supersedes and cancels any and all previous statements, negotiations, arrangements, brochures, agreements and understandings, if any, between Landlord and Tenant with respect to the subject matter of this Gift Lease or the Premises and that this Gift Lease, including written extrinsic documents referred to herein, is the entire agreement of the Parties, and that there are no representations, understandings, stipulations, agreements, warranties or promises (express or implied, oral or written) between Landlord and Tenant with respect to the subject matter of this Gift Lease or the Premises. It is likewise agreed that this Gift Lease may not be altered, amended, changed or extended except by an instrument in writing signed by both Landlord and Tenant. The terms and provisions of this Gift Lease shall not be construed against or in favor of a Party merely because such Party is the “*Landlord*” or the “*Tenant*” hereunder or because such Party or its counsel is the draftsman of this Gift Lease. All references to days in this Gift Lease and any Exhibits or addenda hereto mean calendar days, not business days, unless otherwise stated.

Section 10.3. Tenant’s Authority

Tenant warrants and represents unto Landlord that: (a) no proceedings are pending against Tenant or to its knowledge contemplated for its dissolution or reorganization, voluntary or involuntary; (b) based on the advice of the County Attorney of Rappahannock County, Tenant has full right, power and authority to execute, deliver and perform this Gift Lease; (c) the person executing this Gift Lease on behalf of Tenant is authorized to do so; (d) upon execution of this Gift Lease by Tenant, this Gift Lease shall constitute a valid and legally binding

obligation of Tenant; and (e) upon request of Landlord, such person will deliver to Landlord satisfactory evidence of the matters set forth in this Section.

Section 10.4. Attorneys' Fees and Other Expenses

If suit is brought to enforce any terms, covenants or conditions of this Gift Lease, the parties agree that, except to the extent prohibited by law (including without limitation Code of Virginia Section 15.2-2506), the losing party shall pay the prevailing party's reasonable attorneys' fees, including reasonable attorneys' fees incurred in enforcing a judgment, which shall be fixed by the court and court costs. As used herein, the term "prevailing party" shall mean the party, which has succeeded upon a significant issue in the litigation and achieved a material benefit with respect to the claims at issue, taken as a whole.

Section 10.5. Commissions

Tenant represents and warrants to Landlord that it has not dealt with any broker, agent, finder or other person in the negotiation for or the obtaining of this Gift Lease.

Section 10.6. Parking

Tenant's occupancy of the Premises shall include exclusive use of the Designated Parking Spaces and the right to use other non-designated surface parking in the Project, at no additional charge for the entire initial Term and Renewal Terms, which non-designated parking spaces shall be used in common with other tenants, invitees and visitors of the Building and Project upon such terms and conditions as established by Landlord at any time during the term of this Gift Lease. Landlord reserves the right in its absolute discretion to reconfigure the parking area and modify the existing ingress to and egress from the parking area as Landlord shall deem appropriate, provided that any modification to Tenant's twenty (20) Designated Parking Spaces be reasonably proximate to the Premises and the originally identified parking spaces.

Section 10.7. No Accord or Satisfaction

No payment by Tenant or receipt by Landlord of a lesser amount than the sums due hereunder shall be deemed to be other than on account of the sums due, nor shall any endorsement or statement on any check or accompanying any check or payment be deemed an accord and satisfaction; and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such sum and to pursue any other remedy provided in this Gift Lease.

Section 10.8. Acceptance

The submission of this Gift Lease by Landlord does not constitute an offer by Landlord or other option for, or restriction of, the Premises, and this Gift Lease shall only become effective and binding upon Landlord, upon full execution hereof by Landlord and delivery of a signed copy to Tenant.

Section 10.9. Time is of the Essence

Time is of the essence of this Gift Lease. Unless specifically provided otherwise, all references to terms of days or months shall be construed as references to calendar days or calendar months, respectively.

Section 10.10. Counterparts

This Gift Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 10.11. No Partnership

Landlord is not in any way or for any purpose a partner of, joint venturer with, or a member of any enterprise with, Tenant in the conduct of Tenant's business, or otherwise. This Gift Lease establishes a relationship solely by landlord and tenant.

Section 10.12. Binding Nature

This Gift Lease shall inure to the benefit of and be enforceable by Landlord and Landlord's successors and assigns and any other person to whom Landlord may grant an interest in Tenant's obligations to Landlord, and shall be binding and enforceable against Tenant and its successors and assigns.

Section 10.13. No Residential Lease

Landlord and Tenant hereby acknowledge that this Gift Lease is not a "residential lease" or "consumer lease," as those terms are defined by applicable law and otherwise commonly understood to mean.

Section 10.14. USA Patriot Act and Anti-Terrorism Laws

- (a) Tenant represents and warrants to, and covenants with, Landlord that neither Tenant nor any of its respective constituent owners or affiliates currently are, or shall be at any time during the Term hereof, in violation of any laws relating to terrorism or money laundering (collectively, "***Anti-Terrorism Laws***"), including but not limited to Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism ("***Executive Order***") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 ("***USA Patriot Act***").
- (b) Tenant covenants with Landlord that neither Tenant nor any of its respective constituent owners or affiliates is or shall be during the Term hereof a "***Prohibited Person***," which is defined as follows: (i) a person or entity that is listed in the Annex to, or is otherwise subject to, the provisions of the Executive Order; (ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person or entity with whom Landlord is prohibited from dealing with or otherwise engaging in any transaction by any of the Anti-Terrorism Laws, including but not limited to the Executive Order and the USA Patriot Act; (iv) a person or entity who commits, threatens or conspires to commit or support "terrorism" as defined in Section 3(d) of the Executive Order; (v) a person or entity that is named as a "specially designated national and blocked person" on the then-most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/offices/eotffc/ofac/sdnAllsdn.pdf>, or at any replacement website or other replacement official publication of such list; and (vi) a person or entity who is affiliated with a person or entity listed in items (i) through (v) above.
- (c) At any time and from time-to-time during the Term, Tenant shall deliver to Landlord, within ten (10) days after receipt of a written request therefor, a written certification or such other evidence reasonably acceptable to Landlord evidencing and confirming Tenant's compliance with the terms of this Section.
- (d) "Affiliates" shall not include members of the general public to whom Tenant issues library cards or who, as members of the general public, access the Premises.

Section 10.15. Disclaimer; Waiver of Jury Trial

LANDLORD AND TENANT EXPRESSLY ACKNOWLEDGE AND AGREE, AS A MATERIAL PART OF THE CONSIDERATION FOR LANDLORD'S ENTERING INTO THIS GIFT LEASE WITH TENANT THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS GIFT LEASE, LANDLORD HAS MADE NO WARRANTIES TO TENANT AS TO THE USE OR CONDITION OF THE PREMISES OR THE BUILDING, EITHER EXPRESS OR IMPLIED, AND LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES OR THE BUILDING ARE SUITABLE FOR TENANT'S INTENDED PURPOSE OR ANY OTHER WARRANTY (EXPRESS OR IMPLIED) REGARDING THE PREMISES OR THE BUILDING, EXCEPT AS EXPRESSLY SET FORTH IN THIS GIFT LEASE, LANDLORD AND TENANT EXPRESSLY AGREE THAT THERE ARE NO, AND SHALL NOT BE ANY, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER KIND ARISING OUT OF THIS GIFT LEASE, ALL SUCH OTHER EXPRESS OR IMPLIED WARRANTIES IN CONNECTION HERewith BEING EXPRESSLY DISCLAIMED AND WAIVED.

LANDLORD AND TENANT WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS GIFT LEASE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY TENANT AND TENANT ACKNOWLEDGES THAT NEITHER LANDLORD NOR ANY PERSON ACTING ON BEHALF OF LANDLORD HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. TENANT FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS GIFT LEASE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. TENANT FURTHER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION AND AS EVIDENCE OF SAME HAS EXECUTED THIS LEASE.

Section 10.16. Dispute Resolution/Mediation. The parties agree that should any dispute arise hereunder that they are unable to resolve between the parties that they will bring the dispute to mediation through the McCammon Group or such similar mediation services company. Such mediation shall be a prerequisite to the filing of any action in court, and such action may be filed only if the mediation fails or does not occur within 30 days from the demand for mediation of one of the parties. The parties agree to split the costs of such mediation.

Section 10.17. [Intentionally Blank]

Section 10.18. Memorandum. At the request of Tenant, Landlord and Tenant will execute a short form memorandum giving public notice of this Gift Lease and the Operating Agreement, and Tenant shall have the right to record the same in the Land Records of Rappahannock County.

Section 10.19. Acceptance of Gift

Tenant, by its execution of this Gift Lease, hereby accepts Landlord's gift of the leasehold on and subject to the terms and conditions set forth in this Gift Lease.

[signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Gift Lease under seal as of the Effective Date (notwithstanding the actual date of execution and delivery hereof). This Gift Lease may be executed in counterparts and delivered via facsimile or electronic transmission.

WITNESS/ATTEST:

LANDLORD:

Black Kettle, LLC,
a Virginia limited liability company

By: _____
Name: _____
Title: _____

TENANT:

Board of Trustees of Rappahannock County Public Library, the board of the free public library system of Rappahannock County, Virginia pursuant to Code of Virginia 42.1-35.A

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF LAND

EXHIBIT B

SITE PLAN, FLOOR PLAN AND ELEVATION

[To be attached hereto]

EXHIBIT C-1

LANDLORD SCOPE OF WORK

1. The improvements to be designed and constructed by Landlord include the following:

- Base Building (including the meeting room)
- Drywall (taped, mudded, sanded)
- Paint
- Doors and related hardware
- Moldings
- Finished flooring
- Window coverings
- Lighting fixtures
- Telecom wiring
- Fire life safety system
- Electrical system and outlets
- Plumbing system and fixtures
- HVAC system (including geothermal if applicable)
- Radon abatement systems
- Landscaping
- Lobby
- Restrooms (including fixtures)

2. Substantial completion of the improvements to be constructed by Landlord shall mean the construction of the Building in accordance with the Approved Plans and the receipt of all necessary permits (including a Certificate of Occupancy for library use) required for Tenant's legal occupancy of the Premises including the passing of any necessary inspections.
3. Once construction of the Building is substantially completed by Landlord and the Premises are delivered to Tenant, Tenant will commence furnishing the Premises for its occupancy.

EXHIBIT C-2
RENDERINGS

[Note: Renderings to include those showing open ceiling, rafters and acoustical tiles]