DATE: March 31, 2006

SUBJECT: Approval of a Sublicense Agreement between the County Board of Arlington County, Virginia and Saint Coletta of Greater Washington, Inc., for the Use of Space at Ballston Common Mall and Office Center, 4238 Wilson Boulevard, for the Woodmont Weavers Program.

C. M. RECOMMENDATIONS:

1. Approve the attached Sublicense Agreement between the County Board of Arlington County, Virginia ("County" or "Licensee") and Saint Coletta of Greater Washington, Inc., a non-stock corporation registered to do business in the Commonwealth of Virginia, ("Saint Coletta" or "Sublicensee") for the Use of Space at Ballston Common Mall and Office Center, 4238 Wilson Boulevard for the Woodmont Weavers Program.

2. Authorize the Real Estate Bureau Chief, or his designee to execute, on behalf of the County Board, the Sublicense, and all related documents, subject to approval as to form by the County Attorney.

ISSUE: None.

SUMMARY: By granting the Sublicense, the County agrees to allow Saint Coletta of Greater Washington, Inc. to use the County’s licensed area to operate the Woodmont Weavers program at 4238 Wilson Boulevard, Suite 3072, Arlington, VA 22203 (“License Area”) subject to the terms of the Sublicense Agreement.

BACKGROUND: Originally, County staff ran the Woodmont Weavers program on the County's real property located at 2422 N. Fillmore St. In January 2003, the program was relocated to the License Area in the Ballston Common Mall to increase visibility and enable the program to move in the direction of best practices, which includes community involvement and integration in the community.

Since the County staff who created the program retired, no experienced weavers were left to support the program participants. After going through the competitive Request for Proposals ("RFP") process, the County's Department of Human Services ("DHS") selected Saint Coletta to run the Woodmont Weavers program. Saint Coletta's staff has many years of experience with...

County Manager: ____________
County Attorney: ____________
Staff: Joanna Wise Barnes, DHS and Linda DePersis, DES-Real Estate Bureau
working with persons who have developmental disabilities and their teachers are weaving experts.

Pursuant to the License Agreement, dated September 5, 2002, the owner and manager of the Ballston Common Mall granted permission for the County to Sublicense the License Area to Saint Coletta.

**DISCUSSION:** The Sublicense has been structured to provide a commercially viable agreement to protect the County’s rights and needs as a local government. Some of the pertinent provisions of the Sublicense are as follows:

- Saint Coletta of Greater Washington, Inc. is required to comply with all applicable provisions of the Sublicense.
- The Sublicense term matches the County’s license term.
- The Licensor is required to continue to maintain the License Area. Saint Coletta of Greater Washington's on-site staff is required to report maintenance issues and repairs to the General Manager of Ballston Common Mall.
- The County will provide the custodial service and supplies. Saint Coletta of Greater Washington is required to report custodial issues to the County's Maintenance Hotline.
- The Sublicense may be terminated for any reason by the County upon thirty (30) days prior written notice to Sublicensee. This Sublicense shall automatically terminate upon the expiration, termination or cancellation of the License.

**FISCAL IMPACT:** There is no significant fiscal impact for the Sublicense because of the nominal rent.
SUBLICENSE AGREEMENT
FOR THE WOODMONT WEAVERS PROGRAM

THIS SUBLEASE AGREEMENT ("Sublicense"), made and entered into as of the _____
day of ______________, 2006, by and between THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA, a body politic, interchangeably ("County") or ("Licensee") and SAINT
COLETTA OF GREATER WASHINGTON, INC., a non-stock corporation registered to do business
in the Commonwealth of Virginia ("Sublicensee").

W I T N E S S E T H:

WHEREAS, the Licensee entered into a License Agreement, dated September 5, 2002,
attached hereto and incorporated herein as Exhibit A, with Ballston Commons Associates, LP, an
Ohio corporation authorized to do business in the Commonwealth of Virginia ("Owner") or
("Licensor") and Forest City Commercial Management, Inc., acting as duly authorized agent, for
certain premises in the building known as the Ballston Common Mall and Office Center, 4238
Wilson Boulevard, Arlington, Virginia 22203 ("Ballston Common Mall"), including retail space,
work space and other rooms as shown on Exhibit B - Floor Plans, consisting of 2,497 square feet of
space on the third floor of the Ballston Common Mall ("License Area");

WHEREAS, the term of License commenced on September 15, 2002, and continues
thereafter for consecutive one-year terms, on a year-to-year basis ("Term");

WHEREAS, on September 27, 2004, the County Board approved the First Amendm ent to
License Agreement ("First Amendment") which states the Licensor may terminate the License, as
amended, with 90-days prior written notice and the relocation clause was deleted. The License
Agreement, dated September 5, 2002, and the First Amendment thereto are jointly referred to
hereinafter as ("License");

WHEREAS, the County’s Department of Human Services ("DHS") selected Saint Coletta
of Greater Washington, Inc. ("Saint Coletta") to administer the Woodmont Weaver Program in the
License Area commencing on May 1, 2006;

WHEREAS, pursuant to the License, Licensee is permitted to sublicense the License
Area, and Licensor has granted permission for the Licensee to Sublicense the License Area to Saint
Coletta;

WHEREAS, Licensee wishes to Sublicense the License Area to Saint Coletta, and
Sublicensee agrees to exercise this permission to use the License Area in strict accordance with the
License and this Sublicense; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained
herein, and for other good and valuable consideration, the receipt and sufficiency of which are
hereby acknowledged, the parties agree as follows:

1. Premises. The Licensee hereby permits the Sublicensee to use the License Area described as
certain premises in the building known as the Ballston Common Mall and Office Center, 4238
Wilson Boulevard, Arlington, Virginia 22203 ("Ballston Common Mall"), including retail space,
work space and other rooms as shown on Exhibit B - Floor Plans, consisting of 2,497 square feet of
space on the third floor of the Ballston Common Mall ("Sublicensed Premises").
2. **Term.** The term of this Sublicense ("Sublicense Term") for the Sublicensed Premises shall commence on May 1, 2006 ("Commencement Date") and shall continue for consecutive one-year Sublicense Terms ("Subsequent Terms") and shall expire at 12:00 midnight sixty (60) days after the Licensor serves notice to Licensee to terminate the License ("Expiration Date"), with Licensee notifying the Sublicensee of the Expiration Date. Upon the expiration or termination of the Sublicense, Sublicensee shall, at Sublicensee’s sole cost and expense, remove its property from the Sublicensed Premises and surrender the Sublicensed Premises in good order and condition, ordinary wear and tear and damage by fire and other unavoidable casualty excepted.

3. **Rent.** The rent for the Sublicense Term is $1.00 per annum.

4. **Use of Sublicensed Premises.** Sublicensee warrants and covenants that it, its employees, and agents shall only use the Sublicensed Premises consistent with and as specifically provided in the License (see Exhibit A) and this Sublicense Agreement. Sublicensee agrees to comply with all applicable provisions of the License, and shall not do anything that would constitute a violation of any part or condition of the License, including, but not limited to, making alterations or improvements to the buildings without the prior consent of Licensee and Licensor.

5. **Custodial Services.** DES shall provide custodial services. Sublicensee shall report custodial issues such as custodial staff not arriving at agreed upon time to perform the cleaning services, bathrooms not cleaned or not having paper goods in them, trash cans not emptied, tile floors not mopped, interior glass not cleaned, carpets not vacuumed, to Patrice Warner of DES at 703-228-4579 or James Menditto of DES at 703-228-4451.

6. **Maintenance and Repairs.** Sublicensee shall review Section 12 of the License, and Sublicensee shall immediately report general maintenance problems and repairs to Licensor at 703-243-6346.

7. **Subletting.** The Sublicensee shall not assign, transfer, or further sublet the Sublicensed Premises or any part thereof without the prior written consent of Licensee and Licensor.

8. **Indemnification and Hold Harmless.** The Sublicensee shall indemnify and hold harmless the Licensee, its elected and appointed officers, officials, employees and agents against any claims, damages, losses or liabilities (including reasonable attorney’s fees) incurred by such entity and persons arising from any failure or breach by the Sublicensee of any of the obligations, representations and warranties of this Sublicense, including the applicable provisions of the License.

9. **Insurance.** During the Sublicense Term and any subsequent term, Sublicensee shall carry and at all times maintain, at its own expense, with a company acceptable to Licensee, commercial general liability insurance in the amount of at least two million and 00/100 Dollars ($2,000,000). Sublicensee shall include Licensee, its elected and appointed officials, officers, employees and agents, and Licensor, as additional insureds on all policies of insurance. Prior to the beginning of the Sublicense Term and each continuing term thereafter, Sublicensee shall provide Licensee with evidence of such insurance.

10. **Termination.** This Sublicense may be terminated for any reason by Licensee, without liability or cost to the Licensee, and without any further obligation whatsoever of Licensee to the Sublicensee, upon thirty (30) days prior written notice to Sublicensee. This Sublicense shall automatically, immediately, terminate upon the expiration, termination or cancellation of the License. Upon the expiration, termination, or cancellation of the License or this Sublicense, all obligations hereunder of the parties hereto shall be extinguished. Upon termination of this Sublicense, this Sublicense
shall not be renewed by Licensee if the Sublicensed Premises or any portion thereof is required for any of the purposes mentioned in Virginia Code §15.2-1639 or any successor Code provisions. Any improvements remaining on the Sublicensed Premises upon expiration termination or cancellation shall revert to the Licensee and shall be free of any encumbrance at the time of such reversion.

11. **Notices.** Except as otherwise specifically provided herein, any notice required or permitted to be given under this Sublicense shall be given in writing and shall be deemed given

   (A) on the delivery date, as certified by Airborne Express or Federal Express or UPS; or

   (B) delivered by hand, in any case addressed to the parties as follows:

   To Licensee: Arlington County, Virginia
   2100 Clarendon Blvd., Suite 403
   Arlington, Virginia 22201
   Attn: County Manager

   with a copy to: Arlington County, Virginia
   Department of Environmental Services
   Engineering and Capital Projects Division
   Real Estate Bureau
   2100 Clarendon Blvd., Suite 900
   Arlington, Virginia 22201
   Attn: Real Estate Bureau Chief

   with a copy to: Arlington County, Virginia
   Department of Human Services
   Mental Retardation/Developmental Disabilities Services
   3033 Wilson Boulevard, Suite 700B
   Arlington, Virginia 22201
   Attn: Coordinator

   To Sublicensee: Saint Coletta of Greater Washington, Inc.
   207 N. Peyton Street
   Alexandria, VA 22314
   Attn: Executive Director

   or to other persons or entities as may be provided by Licensee or Sublicensee, in writing and in accordance with this paragraph.

12. **Applicable Law.** This Sublicense shall be construed, interpreted, and governed by the laws of the Commonwealth of Virginia.

13. **Binding Agreement.** This Sublicense shall not be valid and binding on Sublicensee and Licensee unless and until it has been completely executed by and delivered to both parties.

14. **Recitals.** The recitals are incorporated into this Sublicense.

**IN WITNESS WHEREOF,** the undersigned parties have duly executed this Sublicense as of the day and year first above written.
LESSEE: THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA
a body politic

Witness: ________________ By: __________________________
Print Name: __________________________
Title: __________________________
Date: __________________________

SUBLICENSEE: SAINT COLETTA OF GREATER WASHINGTON, INC., a
non-stock corporation registered to do business in the
Commonwealth of Virginia

Witness: ________________ By: __________________________
Printed Name: __________________________
Title: __________________________
Date: __________________________

Approved as to form:

________________________________________
County Attorney
EXHIBIT A

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") made this $5th day of September, 2002 by Forest City Commercial Management, Inc. acting as duly authorized agent for Ballston Commons Associates, LP ("Owner" and "Licenser"), an Ohio corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia, a body corporate ("Licensee").

IN CONSIDERATION of the sum of One Dollar ($1.00) cash paid in hand and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and conditions contained herein, Licenser and Licensee agree as follows:

WITNESSETH:

1. License Area. Licenser hereby grants to Licensee, and Licensee hereby accepts from Licenser, the right to use approximately 2,497 square feet of space ("License Area") identified as Store No. 3072, Ballston Commons Mall, 4238 Wilson Blvd., Arlington County, Virginia ("Shopping Center"). The License Area is outlined on the Floor Plan attached hereto and made a part hereof as Exhibit A. Licenser shall provide Licensee with keys to License Area at the time this License is fully executed.

2. Term. This License shall be for consecutive one-year terms (each one year period is a "Term") commencing on the date this License is fully executed ("Commencement Date") and may be terminated at the end of any Term by Licenser with written notice of termination delivered to Licensee at least ninety (90) days prior to the end of the Term. Licensee may terminate this License at any time after the first Term upon sixty (60) days prior written notice of termination delivered to Licenser. Upon termination, Licensee shall surrender the License Area to the Licenser, broom-clean, in good condition, ordinary wear and tear excepted, and surrender all keys to the Licenser.

3. Relocation of Licensee. Licenser will provide Licensee with sixty (60) days prior written notice ("Notice Period") of Licenser's intent to take possession of the License Area and lease or license the License Area to another user for the payment of money or other valuable consideration. Licenser shall offer Licensee relocation space ("Relocation Space") in the Shopping Center. The Relocation Space shall be at least equal in function, location and condition to the License Area at Licensee's sole discretion. Licensee agrees to relocate its trade fixtures and personal property at Licensee's sole cost and vacate the License Area by the last day of the Notice Period, provided Licenser delivers written notice at least two (2) weeks prior to the date Relocation Space will be vacant and ready for occupancy by Licensee and the Relocation Space is vacant and ready for occupancy by Licenser on such date. Licenser agrees at Licensee's expense to paint, carpet and light the Relocation Space so the Relocation Space is at least equal in function and condition to the License Area at Licensee's sole discretion and to prepare an amendment to this License Agreement replacing Exhibit A hereof with an exhibit showing the Relocation Space. All other terms of this License Agreement remain in full force and effect.

4. Licensee's Use of License Area and Access.

4.1. Licensee shall occupy and use the License Area for classes, arts and crafts
workshops, retail sales and associated uses. Licensee shall not use or occupy the License Area for any unlawful purposes, or in any manner that will violate governmental laws and regulations. Licensee shall have the right to permit sublicensees to operate within the License Area, subject to all the terms and provisions of this License. Licensee shall remain fully liable and primarily obligated under this License.

4.2. Unless exempt therefrom, Licensee shall, at its own expense, promptly obtain any and all permits and licenses required for Licensee to occupy the License Area for the purposes herein stated.

4.3. Licensee and sublicensees, their employees, clients, customers and invitees shall have access to the License Area during Shopping Center operating hours, which as of the date of this License, are Monday through Saturday, 10 a.m. to 9 p.m. and 12 noon to 6 p.m. Sunday, excluding Easter Sunday, December 25th and Thanksgiving Day. Notwithstanding the above, Licensee and sublicensees, their employees, clients, customers and invitees shall have access to the License Area from 7:30 a.m. to 9 p.m., Monday through Saturday, and 7:30 a.m. to 6 p.m., Sunday, whether such time is consistent with Shopping Center operating hours or not, except for emergencies.

5. Licensee's Use of Common Areas. Licensee and sublicensees, their employees, clients, customers and invitees shall have the non-exclusive right to use the common areas of the Shopping Center for pedestrian ingress and egress to and from adjacent public streets, sidewalks and the parking garage during the times stated in section 4.3.


7. Licensor's Services. During the Term, Licensor shall provide trash removal, security, heating and cooling, electrical, water and sewer services to the Shopping Center, including the License Area, common area maintenance, landscape and snow removal services (collectively, "Services") typical of services provided to tenants in other first class enclosed shopping centers in northern Virginia.

8. Utilities Fee. Licensee shall pay Licensor a Utilities Fee of $500.00 per month during the Term, on the first day of each month at Licensor's address in section 17 hereof, or by wire transfer to a bank account specified by Licensor in writing. If the Term commences or expires on a day other than the first day or the last day of a month, respectively, then the Utilities Fee shall be apportioned by multiplying $500.00 by a fraction, the numerator of which is the number of days during such month within the Term, and the denominator of which is the number of days during such month. If Licensee fails to make payment of the Utilities Fee within five (5) days from the date that such is due, then Licensee shall pay Licensor a late payment charge of $50.00. In addition, Licensee shall pay Licensor interest on the amount due from the Default date until paid at a rate of 12% per annum. If payment of such interest shall be unlawful, then interest shall be computed at the maximum legal rate not to exceed 12%.

9. Signs. Within thirty (30) days after Commencement Date, Licensee shall install on the front exterior wall of the License Area any desired signs. Licensee shall obtain and pay for all permits required for signs. The plans and specifications for all signs shall be subject to Licensor's approval, which shall not be unreasonably withheld.
10. **Licensor's Operating Hours.** At a minimum, Licensee shall be open for business in the License Area Monday through Friday from 8 a.m. to 4 p.m., excluding holidays. Licensee shall make a good faith effort through its own programs and those of its sublicensees to extend operating hours in the License Area to more closely match Shopping Center operating hours.

11. **Licensor's Maintenance and Repairs.**

11.1. During the Term, Licensee shall maintain the non-structural portions of the License Area in good order, condition and repair. Licensee shall not cause any waste, damage or injury to the License Area. Licensee's obligations shall include repairing, maintaining and making replacements in the License Area to items such as floor coverings; walls (other than structural walls) and wall coverings; ceilings; fixtures, plumbing, electrical and other mechanical systems exclusively serving the License Area, the storefront; security grilles; doors, door frames, locks and closing devices; window sashes, casements and frames; and glass.

11.2. Except for Lessee's obligations in section 11.1 hereof, Licensee shall not make any alterations, additions, or changes ("Improvements") to the License Area without first obtaining Licensor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. If Licensee elects to make Improvements to the License Area, Licensee shall provide Licensor with plans and specifications for the proposed Improvements for approval. All Improvements made to the License Area and all replacements of items in section 10.1 hereof, excluding Licensee's and sublicensees' trade fixtures and personal property, shall at all times be and remain the property of the Licensor and shall not be removed by the Licensee and sublessee, nor shall Licensee and sublessee have the right to remove same from the License Area upon the expiration or termination of this License. Sublessees shall have no right to make any alterations, additions, or changes to the License Area.

11.3. No fixtures, equipment or machinery other than typical fixtures, equipment and machinery for retail sales, educational programs and the construction and assembly of art and craft products shall be installed in the License Area without Licensor's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

11.4. Any work performed by Licensee in the License Area shall be made at Licensee's own cost and expense in a good workmanship like manner in accordance with all applicable governmental laws, ordinances, rules, and regulations and the Ballston Common Mall Tenant Handbook in Exhibit B attached hereto and made a part hereof.

11.5. Licensee agrees to commence and complete the work described on Exhibit C attached hereto and made a part hereof within thirty (30) days after this License is fully executed.

12. **Licensor's Repairs and Maintenance.** During the Term and subject to section 14 hereof, Licensor shall maintain in good condition and repair the structural components of the Shopping Center and the License Area, including all plumbing, electrical, and mechanical systems not exclusively serving the License Area, the roof, foundation, exterior walls, elevator, as well as underground pipes and conduits and common areas. All work performed by Licensor shall be made at Licensor's expense in a good workmanship like manner in accordance with all applicable governmental laws, ordinances, rules, and regulations.

13. **Insurance.**
13.1. During the Term, Licensee will maintain a risk-financing program that covers its
general liability exposure. Such risk-financing program consists of a formal self-insurance plan
covering the first $1,000,000 in general and automobile liability exposure, broad form property
insurance and $2,000,000 in excess liability coverage. Prior to the Commencement Date, Licensee
will provide Licensor with evidence of its risk-financing program.

13.2. Licensee shall require any sublicensees operating in the License Area to obtain,
carry and maintain worker's compensation insurance and employer's liability insurance as required by the
jurisdiction in which the Shopping Center is located and commercial general liability insurance providing
on an occurrence basis a minimum combined single limit of at least One Million Dollars ($1,000,000)
per occurrence and Two Million Dollars ($2,000,000) general aggregate.

13.3. Licensee shall require any contractor performing work in the License Area to
obtain, carry and maintain worker's compensation insurance and employer's liability insurance as
required by the jurisdiction in which the Shopping Center is located, builder's risk insurance, and
commercial general liability insurance providing on an occurrence basis a minimum combined single
limit of at least One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000)
general aggregate.

13.4. At all times during the Term, Licensor shall carry and maintain, in full force and
effect, a comprehensive general liability insurance policy in the amount of One Million Dollars
($1,000,000) combined single limit, with Two Million Dollars ($2,000,000) general aggregate,
covering the Shopping Center, including personal injury, operations, and contractual liability. The
Licensee, its elected and appointed officers, officials, employees and agents shall be named as
additional insureds on the comprehensive general liability insurance policy. Licensor shall provide
evidence of insurance coverage in the form of a certificate of insurance to Licensee on or before the
Commencement Date. The insurance policy shall require the insurance carrier to give at least thirty
(30) days' prior written notice to all named insureds in the event of any material change in coverage,
cancellation, or non-renewal.

13.5. All insurance shall be issued by an insurer licensed to do business in the
Commonwealth of Virginia with an “A” rating or better by A. M. Best or a comparable insurance
rating company. Failure to obtain and maintain any required insurance shall not relieve or excuse the
parties hereto from any obligations or liability under this License.

13.6. Licensor and Licensee (each, a Waiving Party”) each hereby waives and releases
all rights of recovery against the other and the others’ agents and employees (the “Released Parties”) on
account of loss or damage to the property of the Waiving Party to the extent that such loss or damage is
required to be insured against under any property damage insurance policies carried under this License.
By this waiver, it is the intent of the parties that the Released Parties shall not be liable to the Waiving
Party or any insurance company (by way of subrogation or otherwise) insuring the Waiving Party for
any loss or damage insured against (or that could have been insured against) under any property
damage insurance required and maintained by the Waiving Party, even though such loss or damage
might be caused by the negligence of one (1) or more of the Released Parties; provided, however, the
mutual release contained herein shall not apply to damage to the Waiving Party’s property caused by
the willful misconduct of any of the Released Parties.
14. **Damage or Destruction of Shopping Center and License Area.**

14.1. Licensee shall give notice to Licensor in the event of fire, injury or death to person, or damage ("Casualty") in the License Area once Licensee becomes aware of the same.

14.2. If the Shopping Center is damaged to the extent of more than fifty percent (50%) of the cost of replacement thereof; or if the License Area is damaged to the extent of more than fifty percent (50%) of the cost of replacement thereof and such damage cannot be repaired within one hundred twenty (120) days from the date of such occurrence; then either Licensor or Licensee may terminate this License within sixty (60) days after the date of the Casualty with thirty (30) days prior written notice from one party to the other. The “cost of replacement” shall be determined by the company or companies insuring Licensor against the Casualty, or, if there shall be no such determination, by a qualified person selected by Licensor to determine such “cost of replacement.”

14.3. Notwithstanding anything to the contrary contained herein, in the event of a Casualty to the License Area, and provided the License is not terminated pursuant to the provisions contained herein, Licensor shall commence and diligently pursue to completion the restoration and/or repairs to the License Area in accordance with the provisions of section 14.4 below within one hundred twenty (120) days of the date of such Casualty. If the Casualty shall render the License Area untenantable, in whole or in part, the Licensee’s payment of the Utilities Fee shall abate proportionately during the period of such untenantability, computed on the basis of the ratio which the amount of Floor Area of the License Area rendered untenantable bears to the total Floor Area of the License Area. Such abatement shall terminate on the earlier of (i) thirty (30) days after the date any such repair and restoration work is substantially completed by Licensor and an occupancy permit for the License Area is issued, or (ii) the date Licensee reopen for business in the portion of the License Area previously rendered untenantable.

14.4. Unless this License shall be terminated pursuant to the provisions contained herein, Licensor shall repair the License Area, including replacements in section 11.1 and Improvements in 11.2 hereof, to a substantially similar condition as existed prior to the Casualty, subject to Landlord’s ability to obtain the necessary permits and the availability of insurance proceeds.

14.5. Unless this License shall be terminated pursuant to the provisions contained herein: (1) Licensee shall promptly commence and diligently pursue to completion the redecorating and refixturing of the License Area, including repairing, restoring or replacing Licensee’s trade fixtures and personal property, to a substantially similar condition as existed prior to the Casualty and (2) Licensee shall reopen for business in the License Area as soon as practicable after the occurrence of the Casualty.

15. **Default by Licensee.**

15.1. Each of the following events shall constitute a default ("Default") by Licensee under this License: (i) if Licensee fails to pay Utilities Fee within five (5) days after the same shall be due and payable and Licensee has received written notice of such Default and has failed to cure; or (ii) if Licensee breaches or fails to observe or perform the terms, conditions and covenants of this License, other than those involving the payment of the Utilities Fee, and such breach or failure is not cured.
cured within thirty (30) days after Licensee’s receipt of written notice thereof, unless such condition cannot reasonably be cured within such thirty (30) days, in which case Licensee shall commence such cure within said thirty (30) days and diligently pursue said cure to its completion (provided, however, if such breach or failure creates a hazard, public nuisance or dangerous situation, said thirty (30) day grace period shall be reduced to forty-eight (48) hours after Licensee’s receipt of written notice).

15.2. If Default occurs, Licensor shall have all the rights and remedies available under this License and provided at law or in equity.

15.3. If this License is at any time terminated under this section, Licensee shall immediately surrender and deliver the License Area to Licensor. If Licensee fails to do so, Licensor shall be entitled to the benefit of all provisions of law with respect to the recovery of possession of the License Area (whether by summary proceedings or otherwise).

15.4. Licensor may, subject to Licensor's written notice of Default to Licensee and Licensee's cure period, perform, on behalf of and at the expense of Licensee, any obligation of Licensee under this License which Licensee fails to perform, the reasonable cost of which shall be paid by Licensee within thirty (30) days after Licensor's performance of Licensee's obligations and Lessee's receipt of evidence of costs. The performance by Licensor of any such obligation shall not constitute a release or waiver of any of Licensee's obligations under this License.

16. **Default by Licensor:** If Licensor shall breach, or fail to perform or observe any agreement or condition in this License that Licensor is obligated to perform or observe, and if Licensor shall not cure such breach or failure within thirty (30) days after Licensor's receipt of written notice from Licensee specifying such breach or failure (or, if such breach or failure shall reasonably take more than thirty (30) days to cure, and Licensor shall not have commenced to cure within thirty (30) days and diligently prosecuted the cure to completion), Licensee may, at Licensee's option, cure such breach or failure for the account of Licensor and the amount paid or incurred by Licensee in so doing shall be deemed paid or incurred for the account of Licensor, and Licensor shall reimburse Licensee therefor; provided, however, Licensee may cure any such breach or failure as aforesaid prior to the expiration of said cure period if an emergency situation exists and the immediate curing of such breach or failure is necessary to protect the License Area, property located therein, or public health safety and welfare. Licensor shall pay Licensee the amount paid or incurred by Licensee within thirty (30) days from the date Licensor receives documentation of costs from Licensee. Notwithstanding anything to the contrary in the foregoing, Licensee's right to cure Licensor's breaches or failures shall be limited to the performance of Licensor's obligations under this License which directly relate to or affect the License Area.

17. **Notices.** All notices, demands and requests which may be given, or are required to be given by either party to the other pursuant to this License shall be in writing, and shall be either hand delivered, delivered by express or overnight courier or sent by United States registered or certified mail, return receipt requested, with proper first class postage prepaid, and properly addressed as follows:

If to Licensor: Forest City Commercial Management, Inc., acting as authorized agent for Ballston Common Mall
4238 Wilson Boulevard, Suite #106
Arlington, VA 22203
If to Licensee:  Real Estate Coordinator
Office of Support Services
1400 North Uhle, Suite 403
Arlington, VA 22201

Any party may, by notice given at least ten (10) days before such change becomes effective, designate a new address to which such notices shall be sent. Notice shall be deemed effective when personally delivered, or received, if said notice is by mail.

18. Limitation on Right of Recovery Against Licensor. No shareholder, member, trustee, partner, director, officer, employee, representative or agent of Licensor shall be personally liable in respect of any covenant, condition or provision of this License. If Licensor breaches or defaults in any of its obligations in this License, Licensee shall look solely to the equity of the Licensor in the Shopping Center for satisfaction of Licensee's remedies.

19. Severability. If any term or provision of this License shall be invalid or unenforceable, the remainder of this License, other than those terms or provisions which are held to be invalid or unenforceable, shall not be affected thereby, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.

20. Licensor's Access to License Area. With prior notice to Licensee, Licensor reserves the right to enter the License Area at all reasonable times: (a) for the purpose of making inspections and repairs, (b) to show the space to others, and (c) for emergency purposes. Except as necessary for emergency situations, Licensor shall not interfere with Licensee and sublessees' operations in the License Area in connection with such entry.

21. Licensor's Covenant of Authority: Licensor shall, concurrently with the execution of this License, furnish Licensee certified copies of all documents, resolutions and consents indicating the specific authority of the persons executing this License to bind the Licensor. Each individual executing this License on behalf of Licensor hereby represents and covenants that he/she is duly authorized to execute this License and bind the Licensor.

22. Quiet Enjoyment: Licensor covenants that if Licensee shall perform all of its obligations hereunder, then Licensee shall during the Term enjoy possession and occupancy of the License Area without hindrance by Licensor or any party claiming through or under this License.

23. Rehabilitation of the Shopping Center. Licensor may, at its sole cost and expense, at any time elect to alter, rehabilitate or renovate all or any portion of the Shopping Center of which the License Area is a part so long as such construction does not substantially and unreasonably interfere with Licensee's access to the License Area or substantially and unreasonably interfere with Licensee's use of the License Area.

24. Governing Law and Jurisdiction. The laws of the Commonwealth of Virginia shall govern and construe the validity, performance and enforcement of this License. Any action brought to enforce or interpret this License shall be brought in the Circuit Court of Arlington County, Virginia, which shall be the proper forum for any dispute arising hereunder.
25. Approval of License by Licensee. This License shall not become effective unless and until executed by a duly authorized person on behalf of Licensor, approved by the County Board of Arlington County, Virginia and executed on behalf of the County Board of Arlington County, Virginia by a duly authorized person.

26. No Waiver of Sovereign Immunity by Licensee. Nothing in this License, nor any action taken by Licensee pursuant to this License, nor any document which arises out of this License shall constitute, or be construed as a waiver of either the sovereign immunity or governmental immunity of Licensee or of its elected and appointed officials, officers and employees.

27. No Rights in Third Parties. The parties hereto mutually agree that no provision of this License shall create in the public, or in any person or entity other than those persons and entities executing this License, rights as a third party beneficiary hereunder.

28. Appropriation of Funds. All of Licensee's obligations under this License are subject to appropriation of funds by the County Board of Arlington County, Virginia for the specific purpose of satisfying the payment and performance of such obligations. In the event that funds are not appropriated for the specific purpose of satisfying the obligations of the License, then this License shall become null and void and shall terminate on the last day of the Tenant's fiscal year (June 30) for which appropriations and payments were made, without any liability whatsoever to the Licensee. If funds for the Licensee's obligations under this License are not appropriated, then the Licensee shall vacate the License Area by the end of the fiscal year for which appropriations and payments were made. Both Licensor and Licensee agree that notwithstanding any provision in this License to the contrary, this clause shall supersede any and all obligations imposed by any other provision of this License. No subsequent Amendment of, or Addendum to, this License shall compromise the full legal implication of this section between the parties hereto or their respective successors or assigns.

29. Entire License; Amendments. This License, including any and all exhibits attached hereto and made a part hereof, contains and embodies the entire agreement of the parties hereto. No representations, inducements, or agreements, oral or otherwise, between the parties not contained and embodied in this License shall be of any force or effect. This License may not be amended, modified, changed or terminated in whole or in part in any manner other than by an agreement in writing approved by the County Board of Arlington County, Virginia and duly executed by the properly authorized representatives of the parties to this License.

IN WITNESS WHEREOF, the Licensor and the Licensee have each executed this License under seal on the day described below.
ATTEST:

FOREST CITY COMMERCIAL MANAGEMENT, INC. ACTING AS AUTHORIZED AGENT FOR BALLSTON COMMONS ASSOCIATION, LP

By: 
Title: VP
Date: 5-18-02

STATE OF VIRGINIA
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me this 15 day of MAY 2002, by THOMAS L. GILKER as V.P. of Forest City Commercial Management, Inc. acting as authorized agent for Ballston Commons Association, LP.

My Commission expires: 10/31/05

JAMES B. ZWIEDINGER, Notary Public
State of Ohio
My commission expires Oct. 31, 2005

WITNESS:

COUNTY BOARD OF ARLINGTON COUNTY,
VIRGINIA, a body corporate

By: 
Title: Real Estate Coordinator
Date: Sept 5, 2002

LESSEE:

Lori L. DeBrae

Thomas J. O'Reilly, Jr.

A-9
COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF [illegible]

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 2002, by Thomas J. O'Reilly, Jr., Real Estate Coordinator for The County Board of Arlington County, Virginia.

My Commission expires: [illegible]

Approved as to form:

[Signature]

County Attorney

[Signature] Notary Public
ATTACHMENT 1
Vicinity Map
Ballston Common Mall
4238 Wilson Boulevard