

**Schedule C to the Development  
Agreement**

**Development Requirements for Block C**

Schedule C  
Development Requirements for Block C

Block C will be developed in such a manner as to contain approximately 65,000 square feet of space at ground level (the “**Provided Space**”) to be utilized as the GRTC Transit Center. Unless otherwise agreed by GRTC, the Provided Space shall be developed in accordance with the following requirements:

- (i) Ingress to and egress from the Provided Space shall be available from both E. Leigh Street and N. 9th Street (unless otherwise directed by GRTC and approved by the City’s Department of Public Works).
- (ii) The Provided Space shall be at least 65,000 square feet, in a configuration approved by GRTC and suitable to operate 12 bus bays or such lesser amount of bays deemed sufficient by GRTC.
- (iii) Clearance/ceiling height of the Provided Space shall be at least 22 feet or such lesser amount deemed sufficient by GRTC,
- (iv) Utilities shall be built into the Provided Space by Developer in accordance with GRTC’s needs.
- (v) The Provided Space as constructed by, and provided to GRTC from, NHDC shall be semi-finished space with the appropriate strength and characteristics to accommodate the intended use.
- (vi) The Provided Space shall be semi-finished space, and GRTC shall be responsible for completing the buildout of/making the necessary improvements to the Provided Space to complete GRTC’s Transit Center thereon.

The space above the ground level on Block C may be developed by the Developer pursuant to the provisions of this Development Agreement.

**Exhibit F1 to the Development  
Agreement**

**Development Requirements for Block F1**

Schedule F1  
Development Requirements for Block F1

Block F1 will be developed with:

- A. **Upscale Convention Center Hotel.** A hotel meeting the following standards:
1. The hotel shall consist of approximately 320,000 square feet of space, including public space, meeting space, restaurants, retail space, guest rooms and back of house areas. All spaces and amenities described in this Schedule F-1 shall be designed, constructed and equipped to meet the standards expected of the Selected Hotel Brand (hereinafter defined). As used in this Schedule F1, ***“Selected Hotel Brand”*** means, initially, a reputable, full-service hotel brand selected by the Developer that is designated as an Upper-Upscale or a Luxury Chain for the Richmond Region Tourism, Richmond-Petersburg, VA region, in the hotel chain scale published by STR, Inc., and, any time after the 20th year of the Substantial Completion of the construction of the Hotel, Selected Hotel Brand shall mean a reputable, full-service hotel brand selected by the Developer that is designated as an Upscale, Upper-Upscale or a Luxury Chain for the Richmond Region Tourism, Richmond-Petersburg, VA region, in the hotel chain scale published by STR, Inc.
  2. The hotel shall include a minimum of 500 guest rooms. The guest rooms shall consist of at least Essential Rooms, Deluxe Rooms and Suites in numbers appropriate for a hotel of the Selected Hotel Brand serving a convention center. Each category of rooms shall meet the standards for the Selected Hotel Brand for that category of room.
  3. The hotel shall include (i) meeting rooms of varying sizes, (ii) smaller “breakout” rooms, (iii) space consisting of at approximately 30,000 square feet of floor area designed to provide flexible indoor meeting space for corporate, group-related and social activities and (iv) a junior ballroom consisting of a minimum of 7,000 square feet of floor area. All such spaces shall be accessed and supported by a connective pre-function space, food service facilities and other back of house facilities.
  4. The street-level floor of the hotel must contain a restaurant and bar serving breakfast, lunch and dinner and located within the hotel so as to have a strong connection to the street with potential outdoor dining and gathering spaces. The hotel may include a rooftop restaurant and bar if operationally and fiscally feasible.
  5. The street-level floor of the hotel shall include leasable area to be used for retail sales. This leasable area is in addition to the restaurant described hereinabove.
  6. The hotel shall include (i) a fitness center meeting or exceeding the standards expected of the Selected Hotel Brand, (ii) an exterior roof terrace and social gathering space that may but need not be associated with the rooftop restaurant and bar described hereinabove and (iii) any other amenities not specifically listed in this Schedule F-1 that meet or exceed the standards expected of the Selected Hotel Brand.

7. The Developer shall require any Hotel Operator to enter into a Room Block Agreement acceptable to Richmond Region Tourism that includes at least the following provisions:
- (a) **Guest Rooms.** The Hotel Operator shall reserve a Block of guest rooms in an amount equal to seventy percent (70%) of the total number of guest rooms in the Hotel Improvements exclusively for rental to attendees of tourism events until 36 months before the date of the first night for which a room could be reserved as part of such room block, unless Richmond Region Tourism and the Hotel Operator mutually agree on a time period shorter than 36 months.
  - (b) **Coordination.** No less frequently than once per month, beginning no later than one month after the Hotel Operator's employment or other designation of a director of sales and marketing or equivalent position for the Hotel Improvements, the Hotel Operator shall meet with Richmond Region Tourism and representatives of such other parties as Richmond Region Tourism may invite, including, but not necessarily limited to, the City, the City and the Greater Richmond Convention Center Authority, to review room availability and booking strategies and to work to achieve the goals of the Hotel Operator and Richmond Region Tourism.
- B. **6<sup>th</sup> Street Pedestrian Plaza.** The 6<sup>th</sup> Street Pedestrian Plaza as defined by and pursuant to the requirements set forth in Exhibit H (*Right-of-Way Reconfiguration Conditions*).

**Exhibit F2 to the Development  
Agreement**

**Development Requirements for Block F2**

Schedule F2  
Development Requirements for Block F2

The Blues Armory located on Block F2 shall be rehabilitated and repurposed, all in accordance with the Armory Lease, including as follows: (i) the first floor ground level shall be developed as a food market; (ii) the second floor shall be developed as meeting rooms and theater space in support of the new hotel; and (iii) the third floor shall be developed as an open ballroom in support of the new hotel to be developed on Block F1 to the North, with a direction connection at upper levels. Developer shall engage a historic preservation architect to assist Developer with preserving the historic nature of the Blues Armory.

**Schedule U to the Development  
Agreement**

**Development Requirements for Block U**



Schedule U  
Development Requirements for Block U

RICHMOND GARAGE

The 1927 Richmond Garage is widely recognized in the preservation community as Richmond's most compelling historic parking facility. Unlike most parking garages, the Main Street and 6th Street facades, which shall be preserved, are carefully knit into the urban setting and feature whimsical cast stone ornaments mixing eagles with tires and car radiators. A critical goal of the redevelopment project is to preserve these two landmark elevations as character-defining elements of a mixed-use project.

Redevelopment of Block U shall preserve the historic character defining features of the 1927 Richmond Garage located thereon, including the following:

- Limestone-clad facades on Main Street and 6th Street
- Stepped parapets
- Historic Lanterns
- Masonry openings
- Stone and cast-stone ornaments
- Historic windows (preserved or replaced in kind)
- Metal screens