

## Office Lease

THIS LEASE AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between Mount Hope LLC, herein called "Landlord", and The Town of Irvington, Virginia, a political subdivision of the Commonwealth of Virginia, herein called "Tenant".

Witnesseth:

That for and in consideration of the rents and covenants hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the following described property herein called the "Leased Premises" to-wit:

Approximately 900 square feet in Landlord's building located at 4513 Irvington Road, Irvington, VA 22480, in the Town of Irvington, County of Lancaster, Virginia as more particularly shown on the drawing attached hereto as **Exhibit "A"**.

TO HAVE AND TO HOLD by the Tenant, its permitted successors and assigns, for the term herein after provided, and upon all of the following terms and conditions, to which the parties mutually covenant and agree:

**Section 1. Term.** The original term of this Lease shall be for Five (5) years, beginning August 1, 2025 (the "Commencement Date"). Tenant shall have the option to terminate this lease anytime after July 31, 2028 with 4 months prior notice, and a penalty of 20% of the unfulfilled value of the full 5 year lease, paid a month before vacating the space.

**Section 2. Rent.** During the original term of this Lease Tenant covenants to pay, without demand, offset or deduction, monthly rent to Landlord in the amounts set forth on **Exhibit "B."** Rent shall be prorated for any partial month. All rents due Landlord shall be paid when due to Mount Hope LLC at 3 Kanawha Road, Richmond, Va 23226 or at such other place as Landlord may designate in writing to Tenant. If any installment of rent or any additional rent is not paid within ten (10) days of the due date, in addition to all other remedies of Landlord, the delinquent rent or additional rent shall be subject to a late charge of ten percent (10%).

**Section 3. Initial Deposit.** Tenant shall pay a deposit of \$12,800 (the "Initial Deposit") to Landlord on or before July 1, 2024. If Landlord fails to deliver the Leased Premises on the Commencement Date, the Initial Deposit will be returned to the Tenant. If Landlord delivers the Leased Premises on the Commencement Date, but Tenant refuses to occupy the Leased Premises without reasonable justification, the Initial Deposit shall be retained by Landlord. If the Landlord delivers the Leased Premises, and Tenant occupies the Leased Premises, on the Commencement Date, the Initial Deposit will be applied as a credit against the rent due for the first 4 calendar months of the year 2026.

**Section 4. Security Deposit.** Upon occupying the Leased Premises, Tenant shall pay Landlord a security deposit of Three Thousand Dollars and No Cents (\$3,000.00) (the "Security Deposit"). Upon termination of this Lease, Landlord may apply the Security Deposit to any damages caused by Tenant to the Leased Premises provided it provides a written statement and receipts for such application. Landlord shall pay the balance of the Security Deposit remaining to Tenant within thirty (30) days of such termination.

**Section 5. Landlord's Improvements.** Landlord shall make the improvements

identified on **Exhibit C** to the Leased Premises before the Commencement Date at its expense and in compliance with all applicable laws, ordinances, codes, governmental rules, regulations, orders, and safe construction practices.

**Section 6. Use of Leased Premises.** Tenant shall use the Leased Premises solely for Office Use and ancillary business activities and in strict accordance with all applicable laws, ordinances and regulations of governmental authorities. Tenant shall use the Leased Premises for no other purpose without the prior written consent of Landlord which shall not be unreasonably withheld. Tenant will not use or permit or suffer the use of the Leased Premises for any unlawful or offensive business or purpose. Tenant will not, without the prior written consent of Landlord, use or permit the walls, fences, roof or any other part of the Leased Premises to be used for advertising purposes. Tenant shall not conduct, or allow to be conducted, on the Leased Premises any act or practice which in any way may constitute a public or private nuisance, or unreasonably violate or interfere with the right of other tenants in the Leased Premises, and shall not produce, allow, or cause any undue noise, odors or other conditions reasonably deemed by the Landlord to be offensive or an interference with the orderly operation of the Leased Premises and the rights of the remaining tenants of the Leased Premises.

**Section 7. Tenant Sign Approval.** Tenant may install a sign in the place designated for Tenant signs on the Leased Premises provided Tenant's sign meets Landlord's reasonable criteria, size requirements, and any applicable local, state or federal requirements. Tenant must deliver to Landlord two (2) copies of a detailed plan and specification of Tenant's proposed sign showing the size, shape and color of Tenant's proposed sign for Landlord's approval, which approval shall not be unreasonably withheld. If Tenant fails to properly maintain signage, Landlord, at Tenant's expense, can repair the sign. At the termination of this Lease, Tenant shall remove any signage and repair any holes or damage.

**Section 8. Conditions of Leased Premises.** Tenant accepts premises in "as is" condition with the exception of Landlord's Improvements identified on Exhibit C. Additional modifications can be made to the space at tenant's expense with the approval of the Landlord. Landlord will deliver Leased Premises in "broom clean" condition with all mechanical, electrical, plumbing, elevator, and roof systems in good working order. Tenant may make improvements to the Leased Premises at its own cost and expense during the time of the lease provided written plans are approved by Landlord. This lease is contingent on technology, including phones and internet, being installed by Breezeline at Tenant's expense. Landlord approves such installations.

**Section 9. Operation, Maintenance, and Repair.** Landlord shall operate, maintain and repair its building, including the Leased Premises, in a professional manner, including the roof, windows, common areas, utilities and heating and air conditioning systems, and keep the same in good, safe, and habitable working order. Notwithstanding the foregoing, Tenant shall be responsible for cleaning the Leased Premises.

**Section 10. Assignment, Subletting, and Mortgaging.** Tenant shall not assign this lease or sublet the Leased Premises, in whole or in part, without Landlord's prior written consent, which consent is subject to the provisions of this section. If consent to assign or sublease is obtained, no such assignment or sublease shall in any way release or relieve Tenant or Guarantor from any of its covenants or undertakings contained in this Lease Agreement, and in all cases under this paragraph, Tenant and Guarantor shall remain liable on this Lease during the original and all renewal terms. Tenant's request for consent to any

subletting or assignment of this Lease shall be accompanied by a written statement setting forth the details of the proposed sublease or assignment and any other information Landlord deems relevant. Landlord, in its sole discretion, shall have the right to (a) withhold consent, if reasonable; (b) grant consent; or; (c) terminate this Lease and release Tenant from this lease as of the effective date of such sublease or assignment, in which case Landlord may elect to enter into a direct lease with the proposed assignee or subtenant, and, in such event, shall return any deposit to Tenant. Tenant shall be liable for reasonable fees incurred by the Landlord in connection with an assignment or subletting of the Leased Premises.

**Section 11. Utilities.** During the term of this Lease, landlord shall pay water, septic, electrical and shared existing internet service.

**Section 12. Liability Insurance and Indemnity.** Landlord will indemnify and save harmless Tenant from any and all liability, damage, loss, expense, cause of action, suits, claims, or judgments arising from injury to person or property including, without limitation, environmental liabilities in its building, or upon the adjoining sidewalks, or otherwise resulting from its acts or omissions. Tenant covenants that it will keep in force at its own expense at all times during the original and all renewal terms of this Lease in companies and in form acceptable to Landlord with respect to the Leased Premises liability insurance covering Landlord and Tenant as named insureds with combined minimum limits of One Million Dollars (\$1,000,000) per occurrence and property insurance covering Tenant's personal property contained within the Leased Premises. Landlord covenants that it will keep in force at its own expense at all times during the original and all renewal terms of this Lease in companies and in form acceptable to Tenant with respect to its building liability insurance covering Landlord and Tenant as named insureds with combined minimum limits of One Million Dollars (\$1,000,000) per occurrence and property insurance covering its building. Either party shall deliver a certificate of insurance showing such policies to be in place upon request of the other, and either party may procure such policies at the expense of the other if a party refuses to do so. Landlord and Tenant hereby agree that to the extent that a loss is covered by insurance, including any deductible, they hereby waive any and all rights of recovery against each other for any loss or damage to the Leased Premises or the contents contained therein, for loss of income on account of fire or other casualty, or for injuries sustained on the Leased Premises or the common areas; each party's aforesaid policies of insurance shall contain appropriate provisions recognizing this mutual release and waiving all rights of subrogation by the respective insurance carriers.

**Section 13. Destruction of Leased Premises, Condemnation.** If all or any portion of the Leased Premises are damaged or destroyed by fire or other casualty covered by insurance, or condemned by public authority, whether by eminent domain or otherwise, notwithstanding any Virginia law to the contrary then (1) if totally destroyed or condemned so that the Leased Premises are rendered untenable, this Lease shall terminate as of the date of such destruction or condemnation, and Tenant shall be liable for the rent only to the date of such destruction or condemnation, and the entire amount of insurance proceeds and/or condemnation award for the Leased Premises shall belong to and be payable to Landlord; or (2) if only partially destroyed or condemned and still tenantable, Landlord shall, within a reasonable time, repair the Leased Premises with a reasonable reduction of rent from the date of such partial destruction or condemnation until there be again premises substantially similar in value to Tenant as the Leased Premises partially destroyed or condemned. Landlord's obligation to repair or restore the Leased Premises as stated herein is conditioned upon (a) all insurance proceeds and/or condemnation award for the Leased Premises (but not Tenant's personal property) being paid to Landlord, which are sufficient to cover the cost of said repairs and restorations, and (b) there remaining at least twenty-four (24) months in the then existing term of

this Lease. If Landlord does not repair the Leased Premises because either conditions (a) or (b) are not met, Landlord shall so notify Tenant and this Lease shall terminate as of the date of such partial destruction or condemnation and Tenant shall be liable for rent only to the date of such partial destruction or condemnation. As used herein the date of condemnation shall be the date on which legal title vests in the condemning authority or the date on which Landlord enters into a contract for the sale for public use upon the threat of condemnation, whichever first occurs. If the improvements shall be damaged or destroyed by any hazard not covered by insurance, Landlord shall have the option to cancel this Lease by giving written notice of such cancellation to Tenant within thirty (30) days after the happening of such damage or destruction, but if such option not be exercised, then Landlord at its own expense shall proceed with due diligence to repair or restore the improvements to substantially their condition as existed before such damage or destruction with rent being reduced pro rata in proportion to the decrease in usefulness of the Premises during repair and restoration. Tenant shall give immediate written notice to Landlord, or Agent, of any damage, destruction or condemnation of the Leased Premises whether it be total or partial.

**Section 14. Holding Over.** If the tenant continues to occupy the premises without the written consent of the landlord after the expiration or other termination of the term, then, without any further written agreement, the tenant will be a month to month tenant at a minimum monthly rental equal to 150% of the base rent and subject always to all of the other provisions of this lease in so far as the same are applicable to a month to month tenancy and a tenancy from year to year will not be created by an implication of law.

**Section 15. Inspection by Landlord.** Tenant shall permit Landlord, its agents, or employees to inspect the Leased Premises and all parts thereof during business hours and to enforce and carry out any provision of this Lease agreement and for the further purpose of showing the Leased Premises to prospective tenants and purchasers and representatives of lending institutions. During the last three (3) months of the original term and all renewals or extensions thereof, Landlord shall have the right to place "For Rent" signs in conspicuous places on the Leased Premises and to otherwise advertise the Leased Premises for rent, in addition to having the rights of entry and inspection set forth herein.

**Section 16. Default by Tenant.** The happening of any of the following enumerated events shall constitute a default for which Landlord, in addition to other rights or remedies it may have, shall have the immediate right of re-entry without service of notice or resort to legal process and without Landlord being guilty of trespass, or becoming liable for any loss or damage which maybe occasioned thereby: (a) failure of Tenant to pay any rent due hereunder within ten (10) days when due; (b) vacation of the Leased Premises by Tenant or advertising by Tenant in any manner that would indicate or lead the public to believe that Tenant was going out of business or intending to vacate the Leased Premises; (c) the filing by, on behalf of or against Tenant, of any petition or pleading to declare Tenant insolvent or unable to pay its debts or meet its obligations under the laws of the United States or any state; or a receiver of the property of Tenant is appointed; or the levy of execution or other taking of property, assets or the leasehold interest of Tenant by process of law or otherwise in satisfaction of any judgment, debt or claim against Tenant; or (d) failure of Tenant to perform any of the other terms, conditions or covenants of this Lease agreement for more than twenty (20) days after written notice of such failure shall have been given to Tenant. Should Landlord elect to re-enter and terminate Tenant's use of the Leased Premises as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any provisions under law, Landlord may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and relet the

Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the original or renewal terms of this Lease) and at such rent and upon such other terms and conditions as Landlord, in its sole discretion may deem advisable. Upon each such reletting all rent received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses for such repossession and reletting, including brokerage fees and attorney's fees and costs of alterations and/or repairs; third, to the payment of rent due and unpaid hereunder including an amount equal to the average of the percentage rent received for the preceding three years, and the residue, if any, shall be held by Landlord and applied in payment of future rent (including percentage rent based on the above formula) as the same may become due and payable hereunder. If the Leased Premises are not relet as aforesaid, or if the rent received for such reletting during any month be less than that to be paid during the month by Tenant to Landlord hereunder, Tenant shall promptly pay the rental due hereunder or any such deficiency as the case maybe to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such election be given to Tenant or unless the termination be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. The prevailing party shall be entitled to all expenditures incurred by them in enforcing the provisions of this Lease including reasonable fees of attorneys and others employed by prevailing party. Except as expressly herein provided to the contrary, any amount due to either party not paid when due shall bear simple interest at twelve percent (12%) per annum. All of the foregoing remedies contained herein shall be in addition to any other rights either party may have at law or in equity, and waiver of one default shall not be deemed to be a waiver of any subsequent default.

**Section 17. Subordination of Lease.** This Lease is made, and accepted by the Tenant, subject and subordinate in law and in equity to any existing, future and/or new mortgages, and/or deeds of trust and collateral documents secured by the land and Leased Premises of which the Leased Premises are a part, or which may at any future time be placed thereon, and to any extensions, modifications and renewals thereof, and to the prior right of the mortgages or lenders thereunder.

**Section 18. Hazardous Substance (Materials)** Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Premises in violation of applicable law by Tenant, Tenant's agents, employees, contractors or invitees without first obtaining Landlord's written consent. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substance on the Premises in violation of applicable law that results in contamination, Tenant shall promptly at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. Tenant shall first obtain Landlord's written approval for any such remedial action. As used herein, "Hazardous Substance/Materials" means any substance or material that is toxic, ignitable, reactive or corrosive and that is regulated by any local government, the Commonwealth of Virginia or the United States Government. "Hazardous Substance" includes any and all materials or substances that are defined as "hazardous waste," "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous Substance" includes, but is not restricted to, asbestos, polychlorinated biphenyls (PCB's), petroleum, solvents, printing inks, pesticides, solvents and leads. Tenant shall provide Landlord, in a timely manner, a Material Safety Data Sheet ("MSDS") upon Landlord's request. Said MSDS shall describe the chemical properties of any hazardous substances which may be used, stored, generated or disposed of

on or in the Leased Premises.

Landlord will indemnify Tenant and save it harmless from and against any and all claims, actions, damages, liability and expense arising due to any failure on the part of the Landlord or any prior owner of the premises or on the part of any prior occupant of the premises to comply with the provisions of any local, state, or federal hazardous waste law or environmental law, including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 1901-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. 1801-1812; and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901-6987 (hereinafter collectively referred to as the "Hazardous Waste Laws"). Tenant shall not be responsible for curing any failure on the part of the Landlord or any prior owner of the premises or on the part of any prior occupant of the premises to comply with the provisions of any Hazardous Waste Laws.

Tenant warrants and represents that during Tenant's use and occupancy of the demised premises, Tenant shall not utilize any portion of the demised premises for the production, disposal, storage, treatment, processing or other handling of waste contamination, PCBs or any other toxic or hazardous substances, in violation of applicable law.

**Section 19. Limitation of Landlord's Obligation.** Landlord shall maintain the Leased Premises in a first-class manner deemed to be reasonable and appropriate for the best interests of the Leased Premises and its various tenants. In doing so Landlord shall have no liability to Tenant by reason of any inconvenience, annoyance or injury to business arising from Landlord, other tenants or others in their activities, making repairs, alterations, additions or improvements in or to a portion of the Leased Premises or the Leased Premises, or to fixtures, appurtenances, or equipment thereof, provided such activities do not unreasonably interfere with Tenant's use and quiet enjoyment of the Leased Premises. If Landlord fails to make necessary emergency repairs or take necessary steps pertaining to Landlord's responsibilities within seventy-two (72) hours, Tenant, with notification to Landlord, has the option to make any necessary emergency repairs at Tenant's cost which will be reimbursed by Landlord within thirty (30) days after work is completed. The term "Landlord" as used herein shall mean the party holding fee simple title to the Leased Premises at such time.

**Section 20. Agency/Brokerage.** The owner of Mount Hope LLC is a licensed real estate agent in the state of Virginia, acting on his own behalf.

**Section 18. Severability.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

**Section 21. Joint Venture Disclaimer.** Any intention to create a joint venture or partnership relation between the parties hereto is hereby expressly disclaimed.

**Section 22. Successors and Assigns.** All parties hereto agree that all of the provisions hereof shall bind and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns as may be permitted hereunder.

**Section 23. Exhibits.** A, B, C and D exhibits are attached hereto and made a part hereof.

**Section 24. Applicable Law, Construction.** This Lease Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

**Section 25. Notices.** Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notices or demands shall be deemed given or served whether actually received or not when deposited in the United States Postal Service, postage pre-paid, certified or registered mail, or delivered by hand, addressed to parties hereto at the respective addresses set out below or any other address that may be specified by the parties.

TO LANDLORD: Mt. Hope LLC. C/O Doug Dorsey  
3 Kanawha Rd Richmond, VA 23226  
804 389-0905

TO TENANT: Town of Irvington, Attention: Mayor  
Post Office Box 174  
Irvington, Virginia 22480

WITH A COPY TO: Andrew R. McRoberts, Town Attorney  
Sands Anderson PC  
PO Box 1998, Richmond, VA 23218 1998

**Section 26. Rules and Regulations.** The Tenant, its servants, employees, agents, visitors and licensees, shall observe and comply with the Rules and Regulations set forth in **Exhibit "D"** attached hereto. Landlord shall have the right, from time to time during the term of this Lease, to make reasonable changes in and additions to the Rules and Regulations, provided such changes and additions are applicable to all other tenants in the Leased Premises and do not result in any increase in the Tenant's monetary obligations set forth in this Lease. The Landlord agrees to give the Tenant prompt notice of such changes in and additions to the Rules and Regulations.

**Section 27. Final Understanding.** This Lease Exhibits and Addenda, if any, contain all agreements of the parties with respect to any matter mentioned herein. No prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective. This Lease Exhibits and Addenda, if any, may be modified in writing only, signed by Landlord and Tenant at the time of the modification. LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE LEASED PREMISES.

WITNESS the following signatures and seals as of the date written above:

LANDLORD:

TENANT:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

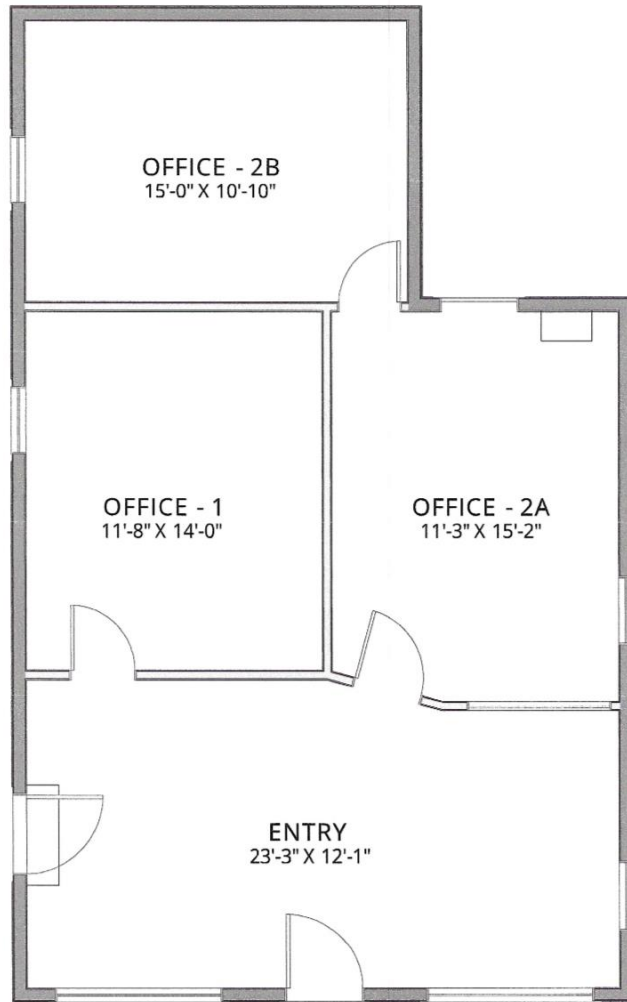
Title: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

Depiction of Leased Premises

Irvington Town Center



Approximately 900 sf

Exhibit "A"



EXHIBIT "B"

Rental Schedule

Monthly Rent:

August 1, 2025 - July 31, 2026	\$3200
August 1, 2026 - July 31, 2027	\$3300
August 1, 2027 - July 31, 2028	\$3400
August 1, 2028 - July 31, 2029	\$3500
August 1, 2029 - July 31, 2030	\$3600

## EXHIBIT "C"

### Landlord's Improvements

Landlord shall make the following improvements prior to the Commencement Date:

- Remove and seal the doorway between the apartment and office 2A.
- Add a personnel door between office 1 and office 2B.

## EXHIBIT "D"

### Leased Premises Rules and Regulations

Tenant to have shared scheduled access to existing conference room in the middle section of the building.

Tenant to have access to common restrooms in the middle section of the building.

Tenant to have access to the kitchen in the middle section of the building.

Tenant to have access to the parking areas owned by the landlord.

Tenant shall exercise reasonable care in the operation and temperature settings of the buildings heating and cooling systems.

Smoking is not permitted in the building at any time.

No animals or pets are allowed in the premises at anytime unless for the purpose of assisting a person or persons with a physical disability.

Tenant to provide their own dedicated internet access at their cost if they chose.

Tenant to provide renter's insurance.

Tenant will be responsible for their own office cleaning and janitorial services in its dedicated spaces.

Tenant to provide their own furnishings and electronics.

Tenant to provide a key or combination to all Town spaces to be used by landlord for emergency or maintenance purposes.