

520 | LEW DEWITT BOULEVARD

SECTION I

BASIC LEASE INFORMATION

- (1) **DATE:**
- (2) **LANDLORD:** Dewitt Crossing, LLC
- (3) **LANDLORD'S ADDRESS:** 120 Osage Ln, Waynesboro, VA
- (4) **TENANT:**
- (5) **TENANT'S ADDRESS:**
- (6) **BUILDING ADDRESS:** 520 Lew DeWitt Blvd, Waynesboro, VA 22980
- (7) **PREMISES:** Suite 201
- (8) **RENTABLE AREA OF THE PREMISES:** 5,000 sq. ft.
- (9) **TERM:** Five Years beginning on the Commencement Date and expiring on the Expiration Date.
- (10) **COMMENCEMENT DATE:**
- (11) **EXPIRATION DATE:**
- (12) **SECURITY DEPOSIT:** \$7,500
- (13) **MONTHLY RENT:** \$7,500 NNN
- (14) **MONTHLY CAM:** \$1,350

Section II Lease

This lease, dated _____, is entered into between DeWitt Crossing, LLC as Landlord and _____ as Tenant, provides that the Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, according to this Lease and with the following provisions:

- 1. Premises:** Suite 201 containing 5,000 square feet having an address of 520 Lew DeWitt Blvd, Waynesboro, VA 22980
- 2. Term:** The duration of this Lease will be the Term. The Term will begin on the Commencement Date, and end on the Expiration Date. The Lease shall commence on _____ and shall expire _____.
- 3. Rent:** Tenant will pay Landlord the Base Rent in equal consecutive monthly installments on or before the first day of each month during the term of this Lease. The Rent will be paid in advance at the address specified for Landlord in the Basic Lease Information, or such other place as Landlord designates, without prior demand and without any abatement, deduction or setoff.

Tenant will pay monthly the portion of the combined area maintenance fees which include a proportional amount of exterior electricity, water/sewer fees, mowing, snow removal, property taxes and insurance or Combined Area Maintenance (CAM) fees. Expenses, including but not limited to real estate taxes, stormwater fees, property insurance, shared area electricity, snow removal, mowing, water/sewer, trash services shall be estimated to be \$1,352 per unit per month. A complete accounting will be provided on an annual basis for the previous calendar year by January 31st of each year. Any overages will be returned to to tenant. Any shortfalls will be billed separately.

- 4. Notice to Terminate:** This Lease shall automatically renew for an additional 5 years with an increase in the Base Rent of equal to the total change in the CPI over the previous rental period, at the anniversary of the Termination Date unless either party gives notice of their intent to terminate the Lease. One Hundred and Twenty day's notice, prior to the first of the month, is required by either party to terminate. Tenant may extend lease for three additional five year terms each with increases according to the change in CPI over the previous period.

- 5. Late Payment Charge:** If Tenant fails to pay any Monthly Rent or Additional Rent on the date they are due and payable, the unpaid amounts will be subject to a late pay-

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ment charge equal to \$50 which shall increase by \$2 per day until paid (\$50, \$52, \$54, etc.). This late payment charge is intended to compensate Landlord for its additional administrative costs resulting from Tenant's failure, and has been agreed upon by Landlord and Tenant, after negotiation, as a reasonable estimate of the additional administrative costs that will be incurred by Landlord as a result of Tenant's failure. The payment of this late payment charge will not constitute a waiver by Landlord of any default by Tenant under this Lease.

6. Usage of Premises: The Premises will be used for medical or business offices and for no other purpose. The Premises will be used in a careful, safe, and proper manner. The Premises will not be used for any activity or in any manner that would tend to lower the first-class character of the Building. Tenant will not use or occupy or permit the Premises to be used or occupied for any purpose or in any manner prohibited by the laws of the United States, or the State of Virginia, or the ordinances of the City of Waynesboro. Tenant will not commit waste nor suffer or permit waste to be committed in, on, or about the Premises. Tenant will conduct its business and control its employees, agents, invitees, and visitors in such manner as not to create any nuisance, or interfere with, annoy, or disturb any other tenant or occupant of the Building or Landlord in its operation of the Building. Tenant will not do anything that is prohibited by the Landlord's property insurance policy, or that will increase the existing rate of such insurance or otherwise affect any other insurance related to the Building, or cause a cancellation of Landlord's insurance.

7. Assignment: Without Landlord's prior written consent, Tenant will neither assign this Lease in part or in full, nor sublease all or part of the Premises.

8. Signage: Landlord, at his expense, will furnish a lighted sign with a designated area for each Tenant's business name. Tenant will be given one line on the Building sign. Tenant shall be responsible for any cost in the creation of the Tenant's individual signage.

Without Landlord's prior written permission, Tenant will not attach any sign on any part of the outside of the Premises or the Building, or on any part of the inside of the Premises that is visible outside the Premises. Tenant is allowed to display the name of the business on the door glass. Permitted signs will comply with the requirements of the governmental authorities having jurisdiction over the Building. At its expense, Tenant will maintain all permitted signs and will, at the end of this Lease, and at its expense, remove all permitted signs and repair any damage caused by their removal. If Tenant fails to do so, Landlord may remove all unpermitted signs without notice to Tenant and at Tenant's expense. Landlord may name the Building and change the name, number or designation of the Building. Tenant will not use the name of the Building for any purpose other than the address of the Building.

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9. Notices: All notices shall be in writing, with delivery by Certified U.S. Mail, to the addresses noted in the Base Lease Information.

10. Repairs: Tenant will, at its sole cost and expense, maintain the Premises and the fixtures and appurtenances in the Premises as and when needed to preserve them in good working order and condition. Tenant will immediately advise Landlord of any material damage to the Premises or any damage to the Building (The Premises being described in paragraph number 1, and being the interior of the structure, the Building being the foundation, roof and exterior of the structure along with the heating, ventilation, air-conditioning and plumbing systems). All damage or injury to the Premises and to its fixtures, appurtenances, and equipment or to the Building or to its fixtures, appurtenances, and equipment that is caused by Tenant, its agents, employees, or invitees, will be repaired, restored, or replaced promptly by Tenant at its sole cost and expense. Such repairs, restorations, and replacements will be in quality and class equal to the original work or installations. Landlord will have the right to supervise the making of repairs, restorations, and replacements by Tenant and to charge Tenant for its reasonable cost of doing so, and all those repairs, restorations, and replacements will be performed by a contractor approved in advance by Landlord. If Tenant fails to maintain the Premises or to make those repairs, restorations, or replacements, they may be made by Landlord at the expense of Tenant and the expense (including 15% for Landlord's overhead) will be collectible as Additional Rent and will be paid by Tenant within fifteen (15) days after delivery of a statement for the expense.

11. Alterations: During the term, Tenant will not make or allow to be made any alterations, additions, or improvements to any part of the Premises, or attach any fixtures or equipment to the Premises, without first obtaining Landlord's written consent.

12. Mechanics Liens: Tenant will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Premises, and for all materials furnished for or in connection with the work. Tenant will indemnify Landlord against and hold Landlord harmless from all liabilities, liens, claims, costs, and demands on account of the work. If any lien is filed against the Premises, Tenant will cause the lien to be discharged of record within ten (10) days after it is filed. If Tenant desires to contest the lien, it will furnish Landlord, within the ten day period, security reasonably satisfactory to Landlord of at least 150% of the amount of the lien, plus estimated costs and interest. If a final non-appealable judgment establishing the validity or existence of the lien for any amount is entered, Tenant will satisfy it at once. If Tenant fails to pay any charge for which a lien has been filed, and does not give Landlord such security, or does not so satisfy any such judgment, Landlord may, at its option, pay the charge and related costs and interest (and may apply any security given by Tenant), and the amount so paid, together with reasonable attorneys' fees incurred in connection with it, will be immediately due from Tenant

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to Landlord as Additional Rent. Nothing contained in this Lease is the consent or agreement of Landlord to subject Landlord's interest in the Premises to liability under any lien law. If either Landlord or Tenant receives notice that a lien has been or is about to be filed against the Premises, or that any action affecting title to the Premises has been commenced on account of work done by or for Tenant or labor or materials furnished to or for Tenant, it will immediately give the other written notice of the notice. At least fifteen (15) days prior to the commencement of any work (including without limitation any maintenance, repairs, alterations, additions, improvements, or installations) in or to the Premises, by or for Tenant, Tenant will give Landlord written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work. Landlord will have the right to post notices of non-responsibility or similar notices on the Premises in order to protect the Premises against liens.

13. Eminent Domain: If all of the Premises are taken by exercise of the power of eminent domain (or conveyed by Landlord in lieu of that exercise), this Lease will terminate on a date (the "termination date") that is the earlier of the date on which the condemning authority takes possession of the Premises or the date on which title to the Premises is vested in the condemning authority. If more than 25% of the rentable area of the Premises is taken, Tenant will have the right to cancel this Lease by written notice to Landlord given within twenty (20) days after the termination date. If less than 25% of the rentable area of the Premises is taken, or if the Tenant does not cancel this Lease according to the preceding sentence, the Monthly Rent will be abated in the proportion of the rentable area of the Premises taken to the rentable area of the Premises immediately before the taking, and Tenant's share will be appropriately recalculated. If all or substantially all of the building or the project is taken, Landlord may cancel this Lease by written notice to Tenant given within thirty (30) days after the termination date. In the event of any taking, the entire award will be paid to Landlord and Tenant will have no right or claim to any part of it; however, Tenant will have the right to assert a claim against the condemning authority in a separate action and so long as Landlord's award is not reduced by the claim, for (i) Tenant's moving expenses; (ii) leasehold improvements owned by Tenant; and (iii) Tenant's leasehold estate.

14. Landlord's Access: Landlord, its agents, employees, and contractors may enter the Premises at any time in (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers, lenders, or tenants, (c) determine whether Tenant is complying with its obligations in this Lease, (d) supply cleaning service and any other service that this Lease requires Landlord to provide, (e) post notices of non-responsibility or similar notices, or (f) make repairs that this Lease requires Landlord to make, or make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of the Building; however, all work will be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible. Landlord may

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install any and all materials, tools and equipment, structural elements, pipes, ducts, conduits, wires, and other mechanical equipment serving other portions, tenants, or occupants of the Project in, through, under, or above the Premises without constituting an actual or constructive eviction of Tenant. No exercise by Landlord of any rights provided in this Section will entitle Tenant to any damage for any inconvenience, disturbance, loss of business, or other damage to Tenant occasioned nor to any abatement of Rent.

Tenant waives any claim of injury or inconvenience to Tenant's business, interference with Tenant's business, loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by such entry. Landlord will at all times have a key to unlock all of the doors in the Premises (excluding Tenant's vaults, safes, and similar areas designated in writing by Tenant in advance). Landlord will have the right to use any means that Landlord may deem proper to open doors in the Premises and to enter the Premises in an emergency. No entry to the Premises by Landlord by any means will be a forcible or unlawful entry into the Premises, or a detainer of the Premises, or an eviction, actual or constructive, of Tenant from the Premises, or any part of the Premises, nor will the entry entitle Tenant to damages or an abatement of Rent or other charges that this Lease requires Tenant to pay.

15. Parking: The Parking lot and the walkways in front of the Premises are considered Common Areas as all Tenants may use them on an equal basis.

16. Indemnification: Tenant will indemnify Landlord, its officers, directors, members, shareholders, partners, lenders, agents, and employees against, and hold them harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including without limitation consequential damages), losses, liabilities, judgments, and expenses (including without limitation attorneys' fees and court costs) arising in the Premises.

If any action or proceeding is brought against Landlord, its officers, directors, members, shareholders, partners, lenders, employees, or agents, by reason of any such claim, Tenant, upon notice from Landlord, will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord. This indemnification will survive the expiration or termination of this Lease.

Landlord will indemnify Tenant, its officers, directors, members, shareholders, partners, lenders, agents, and employees against, and hold them harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including without limitation consequential damages), losses, liabilities, judgments, and expenses (including without limitation attorneys' fees and court costs) arising in the Common Areas.

If any action or proceeding is brought against Tenant, its shareholders, partners, lenders, employees, or agents, by reason of any such claim, Landlord, upon notice from Tenant, will defend the claim at Landlord's expense with counsel reasonably satisfactory to Tenant. This indemnification will survive the expiration or termination of this Lease.

17. **Security Deposit:** Tenant has deposited \$7,500 with Landlord as security for Tenant's payment of Rent and performance of its other obligations under this Lease, and any renewals or extensions of this Lease. If Tenant defaults in its payment of Rent or performance of its other obligations under this Lease, Landlord may use all or part of the security deposit for the payment of Rent or any other amount in default, or for the payment of any other amount that Landlord may spend or become obligated to spend by reason of Tenant's default, or for the payment to Landlord of any other loss or damage that Landlord may suffer by reason of Tenant's default. If Landlord so uses any portion of the security deposit, Tenant will restore the security deposit to its original amount within five (5) days after written demand from Landlord. Landlord will not be required to keep the security deposit separate from its own funds and Tenant will not be entitled to interest on the security deposit. The security deposit will not be a limitation on Landlord's damages or other rights under this Lease, or a payment of liquidated damages, or an advance payment of the Rent. Landlord will return the unused portion of the security deposit to Tenant within sixty (60) days after the end of the Term; however, if Landlord has evidence that the security deposit has been assigned to an assignee of the Lease, Landlord will return the security deposit to the assignee. Landlord may deliver the security deposit to a purchaser of the Premises and be discharged from further liability with respect to it.

18. Default: The following occurrences are "Events of Default":

- (a) Tenant defaults in the due and punctual payment of Rent, and the default continues for five (5) days after notice from Landlord; however, Tenant will not be entitled to more than one (1) notice for default in payment of Rent during any twelvemonth period, and if, during the twelve (12) months after any such notice, any Rent is not paid when due, an Event of Default will have occurred without further notice;
- (b) Tenant vacates or abandons the Premises;
- (c) This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and the attachment is not discharged within fifteen (15) days after its levy;

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- (d) Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved, or makes an assignment for the benefit of creditors;
- (e) Involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of Tenant's property, and the proceedings are not dismissed or the receivership or trusteeship is not vacated within sixty (60) days after the institution or appointment;
- (f) Tenant fails to take possession of the Premises on the commencement date of the term; or
- (g) Tenant breaches any of the other agreements, terms, covenants, or conditions that this Lease requires Tenant to perform, and the breach continues for a period of thirty (30) days after notice by Landlord to Tenant.

Damages. In the event that Tenant breaches any provision of this Lease, Landlord may pursue the remedies set forth above, or any of them. Tenant shall be responsible for payment of the following amounts:

- (a) For all past due Rent and other charges;
- (b) For all Rent that would have accrued during the Term or until the Premises are leased to a new tenant, provided that (i) Landlord shall minimize such damages by making reasonable efforts to enter into a new lease as soon as practical, and (ii) Landlord shall apply as a credit toward such Rent, or any judgment secured by Landlord that arises from such Rent, the amount of any prepaid rent for such months;
- (c) For all expenses that Landlord may incur for cleaning, painting, and repairing the Premises due to Tenant's damaging the Premises during the Term or Tenant's failure to leave the Premises thoroughly clean and in good condition, reasonable wear and tear excepted, or damage at the end of the Term;
- (d) For any court costs incurred by Landlord;
- (e) In the event that the breach of the Lease results from Tenant's willful non-compliance, for reasonable attorney fees incurred by Landlord in (i) collecting

