

## LEASE AGREEMENT

THIS LEASE is entered into by, TOWN OF CHASE CITY, VIRGINIA, a Municipal Corporation, (“Landlord”) and Uptown at the Lee, Inc. (“Lessee”) The parties agree as follows:

### 1. PREMISES.

Landlord leases to Lessee and Lessee leases from Landlord, upon all of the terms and conditions hereof, the premises commonly known as: 121 E. 2<sup>nd</sup> Street, Chase City, Virginia, hereinafter (“the Premises”)

### 2. ALTERATIONS, ADDITIONS and IMPROVEMENTS

Lessee may only make alternations, additions and improvements with the Landlord’s express, written consent.

It is contemplated with this Agreement, that as a condition of this Lease, Lessee shall make the improvements to the building that are set forth in the schedule attached as Exhibit A.

All improvements shall be the sole property of Landlord.

All improvements shall be subject to the approval of the Landlord. If the Landlord does not approve an improvement, Landlord may have the option to demand that Lessee re-construct the improvement at Lessee’s sole expense. Such re-construction shall take place within the reasonable time period designated by the Landlord.

All improvements shall be performed by a licensed, insured contractor. Landlord reserves the right to approve any and all contractors that perform work on the premises. At any time, Landlord may require Lessee to produce the credentials of any contractor performing work on the building.

Lessee shall give Landlord access to inspect the premises at any time.

### 3. TERM

The term of this Lease shall begin on the date that the parties sign this lease and shall continue for a period of twelve months from the date that the parties sign the lease. At the end of twelve months, Landlord may offer to extend this Lease. Such an extension shall be in Landlord’s sole discretion.

- a. Should a termination of this Lease be necessary, Lessee shall have ten days from the date of termination to remove all items and property off of the premises. Lessee shall not

remove any improvements that it has constructed on the premises, whether or not it is deemed a fixture on the property. Landlord may grant Lessee an extension to remove all of its items and property in its discretion.

4. RENT. Lessee agrees to pay, and Landlord agrees to accept, as rent for the Premises, \$1,000.00, per month that is payable upon the signing of the lease and payable on 1<sup>st</sup> day of the month every month thereafter.
5. LATE FEE AND INTEREST. If the rent is paid more than five days past the due date, there shall be a late charge of 5% of the monthly payment due. In addition, interest at a rate of one percent (1%) shall accrue on the unpaid amount due and also on any unpaid penalty beginning on the sixth day that the actual monthly rental installment is due.
6. PROPERTY TAXES. Landlord shall be responsible for and shall pay when due all real estate taxes and special assessments, if any, which at any time during the term hereof may be assessed, levied, imposed upon or become due and payable with respect to the Premises.
7. COSTS AND UTILITIES. Lessee shall pay any costs and utilities related to the premises and the use of the premises.
8. INSURANCE.
  - a. Landlord's Insurance. Landlord shall maintain insurance with respect to the Premises against loss or damage by fire, lightning, windstorm, tornado, hail and such other risks as are customarily covered by extended coverage endorsement in an amount sufficient to cover the replacement cost of the Premises. The cost shall be paid by Landlord.
  - b. Lessee's Insurance. Lessee shall, at its expense, at all times maintain insurance with respect to Lessee's alterations, if any, equipment, machinery, and personal property against loss or damage by fire, lightning, windstorm, tornado, hail and other risks as are customarily covered by extended coverage; and
  - c. General. Within ten (10) days after the execution of this Lease, and prior to the expiration of each policy, each party shall furnish to the other a certificate of insurance evidencing the coverage required hereunder and upon request shall furnish a copy of any policy required hereunder.
9. REPAIRS AND MAINTENANCE.
  - a. Routine Repairs and Maintenance. Lessee shall perform all routine repairs and maintenance.

b. Right of Entry. In the event that repairs to the Premises are required, Landlord may enter the Premises immediately, and without notice to Lessee.

10. DAMAGE OR DESTRUCTION OF PREMISES. In the event the Premises are damaged or destroyed by fire or other casualty to the extent that a substantial part of the Premises are rendered substantially untenable, Lessee may terminate this Lease by written notice to Landlord given within 30 days after such damage or destruction.

11. DEFAULT:

a. By Lessee: In the event that Lessee defaults in the performance of any obligation under this Lease, including abandonment of the Premises, Landlord shall provide Lessee with written notice of the default. If the default in performance by Lessee is not cured within fifteen days after receipt of notice of default from Landlord, Lessee shall vacate the Premises and return it to Landlord within the same fifteen day period. Subject to Paragraph 3(b) and the duty of Landlord to mitigate damages, Landlord shall retain the right to compensation for all amounts due and owed by Lessee to Landlord under this Lease if Landlord re-takes possession of the Premises due to non-performance of this Lease by Lessee.

b. By Landlord: In the event that Landlord defaults in the performance of any obligation under this Lease, Lessee shall provide Landlord with written notice of the default. In the event that the default is not cured within thirty (30) days, this Lease shall terminate, and Lessee may vacate the Premises and shall have no further obligations under the Lease or relating to the Premises.

12. ATTORNEY'S FEES. In the event of a default by the Lessee, Landlord shall be able to recover all reasonable attorney's fees and costs that it spends as a result of Lessee's default.

13. ASSIGNMENT.

Lessee or Landlord shall not assign the Lease or sublet all or any part of the Premises without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed.

14. NOTICE: Notice under this Lease shall be given in writing, U.S. Mail, postage pre-paid and addressed as noted below, and shall be effective three (3) days after the date upon which notice is given:

If to Lessee:

If to Landlord:

15. MISCELLANEOUS.

- a. Severability; Amendment; Binding Effect; Etc. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby. This Lease contains the entire agreement of the parties, and neither party is relying upon any representation not contained herein. This Lease may be amended only by an instrument in writing signed by the Landlord and Lessee. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto. The headings of this Lease are for purposes of reference only and shall not limit or define the meaning hereof.
- b. Operative Law. The law of the Commonwealth of Virginia governs this document.
- c. Modifications. Any change to this agreement shall be in writing and signed by both parties.
- d. Entire Agreement. This is the entire agreement of the parties.

IN WITNESS WHEREOF, the undersigned have executed this Lease effective as of the date set forth above.

\_\_\_\_\_

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

Its: \_\_\_\_\_

\_\_\_\_\_

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

Its: \_\_\_\_\_

STATE OF  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_,

My commission expires: \_\_\_\_\_.

Notary Registration Number:

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Notary Public

STATE OF  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

My commission expires: \_\_\_\_\_.

Notary Registration Number:  
\_\_\_\_\_

Notary Public