

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered by and between Elizabeth Franklin Jacoby ("Landlord") and Williams Stone Carpenter Buczek, PC ("Tenant") on November 26, 2018. Landlord and Tenant may collectively be referred to as the "Parties." This Lease creates joint and several liability in the case of multiple Tenants.

WITNESSETH:

That in consideration of the mutual agreements herein contained, Landlord and Tenant hereby agree and covenant to and with each other as follows:

1. Leased Premises; Term of Lease; etc.

1.1 Leased Premises. Landlord leases to Tenant, and Tenant rents from Landlord, the vacant lot (not including the house) located at: 1311 Courthouse Road, Stafford, VA 22554 (the "Premises") to Tenant.

1.2 Original Term. This Lease shall commence on December 1, 2018 and, unless sooner terminated pursuant to law or pursuant to any of the terms hereof, shall continue on a month to month basis until 30 days' notice is given to terminate by either party.

1.3 Use of Premises. Tenant shall use the Premises as an auxiliary parking lot for their business located at 1303 Courthouse Road only, and for no other purpose. The Premises shall not be used to carry on any type of business or trade, unless Tenant has received the prior written consent of the Landlord. Tenant will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises.

1.4 Inspection of Premises. The parties agree that the lot will be turned over to Tenant in "as is" condition.

1.5 Occupants of Premises. Tenant agrees that the lot will be used for parking by employees and clients of Williams Stone Carpenter Buczek, PC only, unless Tenant has received the prior written consent of the Landlord.

2. Rent Payments; Late Fees.

2.1 Rent. Tenant shall pay to Landlord during the Lease Term as rent for the Premises the amount of \$200.00 ("Rent") each month in advance on the first day of each month. If the Lease Term does not start on the first day of the month or end on the last day of a month, the Rent for the relevant month will be prorated accordingly.

2.2 Manner of Payment. The Rent, and all other sums payable by Tenant to Landlord under this Lease, shall be payable in lawful money of the United States of America and shall be paid to Landlord and Landlord's address, 309 Ingleside Drive Fredericksburg, VA 22405, or at any other address designated by Landlord.

3. Security Deposit.

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Landlord Tenant

3.1 Security Deposit. On execution of this Lease, Tenant shall deposit with Landlord, in trust, a security deposit of \$200.00 (the "Deposit"), as security for the performance of Tenant's obligations under this Lease. Landlord may (but shall have no obligation to) use the Deposit or any part thereof to cure any breach or default of Tenant under this Lease, or to compensate Landlord for any damage as it incurs as a result of Tenant's failure to perform any of Tenant's obligations hereunder. Landlord is not limited to the Deposit to recoup damage costs, and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of the Deposit from any month's rent, including the last month of the rental term. Tenant shall not use or apply the Deposit in lieu of payment of Rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit the Deposit, as permitted by law.

3.2 Return of Deposit. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Deposit shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the Premises to Landlord.

4. Default.

4.1 Event of Default. If Tenant defaults in fulfilling any of the covenants of this Lease, Tenant shall be in default of this Lease. Then, in any one or more of such events, subject to any statute, ordinance or law to the contrary, and upon Landlord serving a written seven (7) days notice upon Tenant specifying the nature of said default and upon the expiration of said seven (7) days, if Tenant does not cure a default of which he has been notified, or if the default cannot be completely cured or remedied in seven days, Landlord may at Landlord's option: (i) cure such default and add the cost of such cure to Tenant's financial obligations under the Lease; or (ii) declare Tenant in default and terminate the Lease.

4.2 Physical Remedies. If the notice provided for in Section 4.1 has been given, and the term shall expire as noted, or if Tenant shall make default in the payment of Rent, then Landlord may without notice, as permitted by law, re-enter the Premises either by force or otherwise, dispossess Tenant by summary proceedings or otherwise, and retake possession of the Premises. Tenant hereby waives the service of notice of intention to re-enter or institute legal proceedings to that end.

4.3 Financial Remedies. In the event of any default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (i) the Rent shall become due thereupon and be paid up to the time of such re-entry, dispossession or expiration; (ii) Landlord may re-let the Premises or any part or parts thereof. Landlord may, at his sole option, hold Tenant liable for any difference between the Rent payable under this Lease during the balance of the Lease Term, and any rent paid by a successive Tenant if the Premises are re-let. In the event that after default by Tenant Landlord is unable to re-let the Premises during any remaining term of this Lease, Landlord may at his option hold Tenant liable for the balance of the unpaid Rent under the Lease for the remainder of the Lease Term.

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5. Quiet Enjoyment.

5.1 Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant paying Rent, and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed under this Lease, Tenant may peaceably and quietly enjoy the Premises, subject nonetheless to the terms and conditions of this Lease.

6. Assignment and Subletting.

6.1 Assignment. Tenant expressly covenants that it shall not assign or sublease any interest in this Lease without prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or sublease without Landlord's written prior consent shall, at Landlord's option, terminate this Lease. No assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions of this Lease, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant in this Lease.

7. The Premises: Possession; Treatment; etc.

7.1 Possession and Surrender. Tenant shall be entitled to possession of the Premises on the first day of the Lease Term, and Tenant shall not be obliged to accept possession of the Premises prior to the first day of the Lease Term. At the expiration of the Lease Term, Tenant shall peaceably surrender the Premises to Landlord or Landlord's agent. It is understood that Tenant will incur costs in preparing the lot for use as a parking lot to remove grass trees and shrubbery. Tenant will not be required to return to the condition as it was at the commencement of the Lease. Tenant will not be reimbursed by Landlord for the costs associated with preparing the lot for use as a parking lot. Landlord will not be reimbursed for any costs associated with preparing the lot for any other subsequent use and will accept the lot in "as is" condition.

7.2 Utilities and Services. None.

7.3 Dangerous Materials. Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

7.4 Alterations and Improvements. Tenant agrees not to make any improvements or alterations to the Premises, except as set forth herein, without the prior written consent of Landlord. If any alterations, improvements or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Landlord and shall remain at the expiration of the Lease, unless otherwise agreed in writing.

7.5 Maintenance and Repair. Tenant will, at Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the term of this Lease and any renewal thereof. Tenant shall be responsible to make all repairs to the Premises and fixtures that may have been damaged by Tenant's misuse, waste or neglect, or that of the Tenant's family, agent or visitor.

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7.6 Damage to Premises. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake or other casualty not caused by the negligence of Tenant, this Lease shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The Rent provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying Rent up to such date and Landlord refunding Rent collected beyond such date.

8. Inspection.

8.1 Inspection of Premises. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Tenant agrees to make the Premises available to Landlord or Landlord's agents to inspect, to make repairs or improvements, to supply agreed services, to show the Premises to prospective buyers or tenants, or to address an emergency.

9. Abandonment.

9.1 Abandonment. If at any time during the term of this Lease Tenant abandons the Premises or any part thereof, Landlord may at his option obtain possession of the Premises by any legal means without liability to Tenant and may, at Landlord's option, terminate the Lease. Abandonment is defined as absence of the Tenant from the Premises for at least 30 consecutive days without notice to Landlord. If Tenant abandons the Premises while the Rent is outstanding for more than 30 days and there is no reasonable evidence, other than the presence of Tenant's personal property, that Tenant is occupying the unit, Landlord may at Landlord's option terminate this Lease and regain possession of the Premises in the manner prescribed by law. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

10. Extended Absences.

10.1 Extended Absences. In the event Tenant will be away from the Premises for more than 30 consecutive days, Tenant agrees to notify Landlord in writing of such absence. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.

11. Security System.

11.1 Security System. Tenant understands that Landlord does not provide any security alarm system or other security for Tenant or the Premises. In the event any alarm system is provided, Tenant understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Tenant or the Premises. Tenant releases Landlord from any

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loss, damage, claim or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security.

12. Insurance.

12.1 Insurance. Landlord and Tenant shall each be responsible for maintaining appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant understands that Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God or otherwise. Landlord encourages Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss.

13. No Other Representations, Construction; Governing Law; Consents.

13.1 No Other Representations. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that they are expressly set forth in this Lease. It is understood and agreed that all understandings and agreements heretofore had between the parties are merged into this Lease, which alone fully and completely expresses their agreements.

13.2 Construction and Severability. If any of the provisions of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be held invalid or unenforceable for any reason, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this lease shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

13.3 Governing Law. This Lease shall be governed in all respects by, and construed in accordance, with the laws of the Commonwealth of Virginia.

14. Parties Bound.

14.1 Binding Effect. The covenants and conditions contained in the Lease shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

14.2 Exception. The obligations of Landlord under this Lease shall not be binding upon Landlord named herein with respect to any period subsequent to the transfer of his interest in the Premises as owner or lessee thereof, and in event of such transfer said obligations shall thereafter be binding upon each transferee of the interest of Landlord.

15. Miscellaneous.

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15.1 Entire Agreement. This Lease contains all of the understandings relating to the leasing of the Premises and the Landlord's obligations in connection therewith and neither the Landlord nor any agent or representative of the Landlord has made or is making, and the Tenant in executing and delivering this Lease is not relying upon, any warranties, representations, promises or statements whatsoever, except to the extent expressly set forth in this Lease. All understandings and agreements, if any, heretofore had between the parties are merged in this Lease, which alone fully and completely expresses the agreement of the parties. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

15.2 No Waiver. The failure of either party to insist in any instance upon the strict keeping, observance or performance of any provision of this Lease or to exercise any election in this Lease shall not be construed as a waiver or relinquishment for the future of such provision, but the same shall continue and remain in full force and effect. No waiver or modification by either party of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the party to be charged. The receipt and retention by the Landlord of Rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach.

15.3 Cumulative Rights. Landlord's and Tenant's rights under this Lease are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

15.4 Notice. Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at Tenant's business address and if to Landlord, at the address for payment of Rent. Either party may change such addresses from time to time by providing notice as set forth above.

15.5 Headings. The headings of the sections of this Lease are for convenience only and are not to be considered in construing said sections.

15.6 Indemnification. To the extent permitted by law, Tenant will indemnify and hold Landlord and Landlord's property, including the Premises, free and harmless from any and all liability for loss, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant's use and occupation of the Premises, or from the acts or omissions of any person or persons, including Tenant, in or about the Premises with Tenant's express or implied consent, except Landlord's act or negligence.

15.7 Legal Fees. In the event of any legal action by the parties arising out of this Lease, the losing party shall pay the prevailing party's reasonable attorneys fees and costs in addition, to all other awarded relief.

15.8 Display of Signs. Landlord or Landlord's agent may display "For Sale," "For Rent," "Vacancy" or similar signs on or about the Premises, and may enter the Premises for the purpose of to showing the property to prospective tenants during the last sixty (60) days of this Lease. Tenant agrees that no signs shall be placed on the Premises without the prior written consent of Landlord.

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ADDITIONAL TERMS & CONDITIONS. None.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

LANDLORD:

Elizabeth Franklin Jacoby
Elizabeth Franklin Jacoby

TENANT:

Anthony C. Williams
Williams Stone Carpenter Buczek, PC
By Anthony C. Williams, president

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