



TOWN OF HAYMARKET TOWN COUNCIL

CONTINUATION MEETING ~ AGENDA ~

David Leake, Mayor
<http://www.townofhaymarket.org/>

15000 Washington St
Haymarket, VA 20169

Friday, November 6, 2015

5:00 PM

Council Chambers

1. Call to Order

2. Agenda Items

- A. 14740 Washington Street - Food Pantry Building
- B. 14710 Washington Street - Old Police Department Building
- C. 14740 Washington Street - Food Pantry

3. Adjournment



TO: Town of Haymarket Town Council
SUBJECT: 14740 Washington Street - Food Pantry Building
DATE: 11/06/15

ATTACHMENTS:

- Outline for Harrover Master Plan Discussion November 6 2015 (DRAFT) (PDF)

TOWN COUNCIL OUTLINE FOR HARROVER MASTER PLAN 11-06-15

I. INTRODUCTION:

- a. Give the citizens an opportunity to speak again. Please note the citizens time guidelines.
- b. The goal of this meeting is to leave with a clear direction for staff to move forward on final master plan.

II. FOOD PANTRY:

a. General Statement about the Food Pantry

Brief History of the Food Pantry

Background. The Haymarket Food Pantry began as a mission out of St. Paul’s Church in 2005. The mission grew so large that in 2009, the Pantry was granted space in the Town Hall kitchen to store and distribute food. In 2011 the town provided the temporary use of the building located at 14740 Washington St. In 2014 the town renewed this agreement with a 6-month termination clause for both parties. The lease was for three years at a \$1 per year and set to expire in December of 2017. At the time of the lease renewal, three years was agreed upon because the Town was beginning to look at the future of the entire Harrover Property and at the time, the pantry was growing at a rate that would eventually cause it to outgrow the current facility. The Pantry board members were involved and participated in the stakeholders meetings.

Debt. In general, the Town pays approximately \$26,400 on each house (\$52,800) towards a general obligation bond annually.

PD Vacancy. In the time that the Old Police Department has been vacant the Town has been approached by several interested parties in renting the Old Police Department. The challenge has been the proposed uses of these interested parties are currently not allowed within the Zoning District and the proposed tenants did not match what the future intended use is of the property. Therefore the Town has not rented out the facility due to the Master Plan being developed and any tenant would be there only for a short term lease and most of the interested parties were interested in a long term lease.

b. Questions for Council to decide:

1. Is now the time to exercise the 6-month notice in the lease agreement with the board of directors and assisting them where we can, to transition into a more suitable facility.
Motion?



III. PROGRAM ELEMENTS – GENERAL AGREEMENT

ELEMENT	COMP PLAN	PUBLIC FORUM	ARB	PC	T C	COUNCIL DIRECTION FOR MASTER PLAN
Open Space – Council indicated open space a priority. PC desired to see more. ARB supported concept A with open space elements shown. Forum and Comprehensive Plan Policy (Comp Plan) specifically state use as open space.	X	X	X	X	X	
Pavilion – An open-air pavilion generally supported by three public bodies (ARB, PC, TC), Forum, and Comp Plan.	X	X	X	X	X	
Trails Network – Creating a walking environment with connections the Town’s Streetscape and trails on the property supported by three public bodies, Forum, and Comp Plan.	X	X	X	X	X	
Major Community Playground – Council preferred a multi-age playground; the PC and ARB preferred a major community playground, as did the public. Comp Plan specifically states consideration of playground.	X	X	X	X	X	
Amphitheater – An open-air pavilion generally supported by three public bodies (ARB, PC, TC), Forum, and policy. Comp Plan references public use		X	X	X	X	

ELEMENT	COMP PLAN	PUBLIC FORUM	ARB	PC	T C	COUNCIL DIRECTION FOR MASTER PLAN
Picnic Tables and Benches, etc. – All three public bodies agreed that an early phase of development should include picnic tables, benches, etc. Comp Plan references park use.	X	X	X	X	X	
Vehicular / Park Entry – The PC did not favor the “dual entrance”. Council preferred a single entrance across from Coach Way, but stated if a dual entrance remained it would want one way traffic flow. No recommendation stated in ARB, Forum or Comp Plan.				X	X	

IV. PROGRAM ELEMENTS – MODERATE AGREEMENT:

ELEMENT	COMP PLAN	PUBLIC FORUM	ARB	PC	TC
Parking – General consensus of ARB and TC was that parking should not be a focus of the design. The Park should feature functional parking but be designed to be pedestrian friendly. Comp Plan and Forum silent on issue.				X	X
Removal of Outbuildings (sheds, garage, etc.) – ARB recommended removal as an early phase. No specific recommendation by PC specific outbuildings, but general preference not to use existing structures (except as noted below). Council did not specify a preference on the outbuildings, but did make it a priority to create usable space as did Forum.			X	X	X

Attachment: Outline for Harrover Master Plan Discussion November 6 2015 (DRAFT) (2616 : 14740 Washington Street - Food Pantry Building)

ELEMENT	COMP PLAN	PUBLIC FORUM	ARB	PC	TC
4. Do we agree to remove all the out buildings now?					
<u>Public Restrooms</u> – All three bodies agreed that the property would need public bathroom facilities. The public did not specify the need for public bathroom facilities. Comp Plan references Community Center, which assumes public restrooms. Potential for reuse of Lewis home to provide public restroom.	X	X	X	X	X
5. Do we agree bathroom facilities are needed in phase one?					
<u>Community Room / Meeting Space</u> – Comp Plan references community center use. The public forum requested meeting space to be part of the park. The ARB desired meeting space/ the possibility of a gallery. The PC did not state that it was interested in a meeting space due in part to issue of staffing such a facility, but did, at the recommendation of staff, agree to vet option using one Lewis home for such a facility. The Council discussed for some time the issue with a mixed result. Ultimately the Council agreed to explore the possibility of having a meeting space as part of the Master Plan. Potential for reuse of Lewis home.	X	X	X	X	X
6. Do we agree the need for Town to provide a community room or meeting space?					

V. PROGRAM ELEMENTS – DISCUSSION / LEWIS HOMES

a. Lewis Home / Former Police Department (14710 Washington Street) –	<u>REUSE</u>
<u>Comprehensive Plan:</u> Although the plan is out of date and conflicting, it does identify the Lewis Home as a contributing resource to the Town’s Historic District, recommends adaptive reuse of historic structures, and directs maintenance of Town-owned historic resources.	X

<p>Public Forum: <i>The public forum featured two groups of differing opinions. Group 1 was in favor of demolishing both buildings and/or restoring one of the better buildings and constructing purpose driven facilities. Group 2 was in favor of refurbishing the buildings in place to utilize as part of the Park plan.</i></p>	<p>X</p>
<p>ARB – <i>ARB came up with a hierarchical approach. Their first preference is to retain both buildings, including the former PD. Their next preference was to allow the removal of one facility, document it, potentially salvage it and honor it on site with historic markers or interpretations. Their least favorable approach would be to remove all the buildings, but if that was decided, the goal would be to follow the same format of document it, potentially salvage it and honor it on site with historic markers or interpretations.</i></p>	<p>X</p>
<p>PC: <i>The PC was unanimously in favor of demo of all buildings, however, reluctantly agreed to consider an option that retained one of the buildings. No preference to which stated.</i></p>	<p>X</p>
<p>Council: <i>Has not made final determination on the buildings. However, the general consensus led to the development of a Master Plan Concept that in vision 1 or none of the buildings.</i></p>	
<p>7. Do we want to remove the Lewis Home / Former PD? (14710 Washington Street)</p>	
<p><i>If Retain :</i></p> <p>8. Do we want to reduce the building footprint by removing additions to the original structure?</p>	
<p><i>If Remove:</i></p> <p>9. Do we donate for relocation from the property?</p> <p>10. Do we want salvage the building for features throughout the park?</p> <p>11. Do we want to honor the original building location in some way? Keep the fireplace (proposed), create a space with the outline of the footprint or historic marker?</p>	

<p>b. Lewis Home / Current Food Pantry (14740 Washington Street) –</p>	<p><u>REUSE</u></p>
<p>Comprehensive Plan: <i>Among other items, Comp Plan identifies Lewis Home as a contributing resource to the Town’s Historic District, recommends adaptive reuse of historic structures, and directs maintenance of Town-owned historic resources.</i></p>	<p>X</p>

<p>Public Forum: <i>The public forum featured two groups of differing opinions. Group 1 was in favor of demolishing both buildings and/or restoring one of the better buildings and constructing purpose driven facilities. Group 2 was in favor of refurbishing the buildings in place to utilize as part of the Park plan.</i></p>	<p>X</p>
<p>ARB – <i>ARB came up with a hierarchical approach. Their first preference is to retain both buildings, including the current food pantry, noting of the two Lewis homes, the food pantry was the more architecturally intact. Their next preference was to allow the removal of one facility, document it, potentially salvage it and honor it on site with historic markers or interpretations. Their least favorable approach would be to remove the buildings, but if that was decided, the goal would be to follow the same format of document it, potentially salvage it and honor it on site with historic markers or interpretations.</i></p>	<p>X</p>
<p>PC: <i>The PC was unanimously in favor of demo of all buildings, however, reluctantly agreed to consider an option that retained one of the buildings. No preference to which stated.</i></p>	<p>X</p>
<p>Council: <i>Has not made final determination on the buildings. However, the general consensus led to the development of a Master Plan Concept that in vision 1 or none of the buildings.</i></p>	<p>X</p>
<p>12. Do we want to repurpose or remove the Lewis Home / Food Pantry? (14740 Washington Street)</p>	
<p><i>If Retain :</i> 13. Do we want reduce the building footprint by removing additions to the original structure?</p>	
<p><i>If Remove:</i> 14. Do we want to donate for relocation from the property? 15. Do we want salvage the building for features throughout the park? 16. Do we want to honor the original building location in some way? Keep the fireplace (proposed), create a space with the outline of the footprint or historic marker?</p>	

VI. OTHER PROGRAM ELEMENTS / DIRECTIVES



TO: Town of Haymarket Town Council
SUBJECT: 14710 Washington Street - Former Police Department Building
DATE: 11/06/15



TO: Town of Haymarket Town Council
SUBJECT: Food Pantry Lease - 14740 Washington Street
DATE: 11/06/15

ATTACHMENTS:

- 2014 Lease - Food Pantry - 14740 Washington Street (PDF)

2014 wdf
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LEASE AGREEMENT

THIS LEASE AGREEMENT (the "**Lease**") is made and entered into as of the ___ day of _____, 2013, by and between **TOWN OF HAYMARKET**, a municipal corporation of the Commonwealth of Virginia (as the "**Landlord**") and **HAYMARKET REGIONAL FOOD PANTRY**, a Virginia not for profit corporation (as the "**Tenant**"), and is made and entered into pursuant to Section 15.2-2100 of the Code of Virginia, as amended.

1. **Defined Terms.** The following basic and defined terms are hereby incorporated into this Lease by reference (collectively, the "**Basic Lease Terms**"):

Landlord's Address:	Haymarket Town Hall, 15000 Washington Street, Haymarket, Virginia 20168
Tenant's Address:	P.O. Box 132, Haymarket, Virginia 20168
Demised Premises:	Building known as 14740 Washington Street, Haymarket, Virginia 20169, as the same is more fully depicted by Exhibit "A" attached hereto and incorporated herein by reference
Leasable Square Footage:	Not Applicable (Tenant leasing entire building as currently constructed)
Commencement Date:	January 1, 2014
Rent Commencement Date:	January 1, 2014
Lease Term:	Three (3) years from the Rent Commencement Date (See Section 3.A. of Lease).
Expiration Date:	December 31, 2017
Option to Terminate:	By either Landlord or Tenant upon one hundred eighty (180) days prior written notice (See Section 3.B. of Lease).
Rent:	One and 00/100 Dollars (\$1.00) paid annually
Additional Rent:	Shall mean all other expenses and charges for utilities reserved by this Lease and required to be paid by Tenant.
Rent Escalation:	None
Security Deposit:	None
Advance Rent:	None
Utilities:	Subject to the provisions of Paragraph 11 of the Lease to be established in Tenant's name prior to Lease Commencement Date
Use:	Food bank, storage and distribution for non-profit and charitable purposes, related educational classes and other related charitable uses and for no other commercial purpose.
Delivery of Premises:	"As Is", "Where-Is" without any representation or warranty of any kind by Landlord

2. **Demised Premises.**

Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord, upon the following terms and conditions, the Demised Premises.

The Tenant is taking the Demised Premises in its "AS IS" and "WHERE-IS" condition. Tenant has made its own inspection of the Demised Premises and is not relying on any representations of Landlord. Unless otherwise expressly provided in this Lease to the contrary, Landlord is making no representations or warranties concerning the conditions of the Demised Premises or its suitability for Tenant's intended Use or purpose.

3. **Term.**

A. The Lease Term shall commence on the Rent Commencement Date and shall continue for the number of months (or year) defined as the Basic Lease Terms. The term of this Lease shall expire on the last day of the month at the expiration of Least Term. The first "***Lease Year***" during the term hereof shall be the period commencing on the Rent Commencement Date, and shall terminate twelve (12) full calendar months thereafter. Each subsequent Lease Year during the term hereof shall commence on the day immediately following the last day of the preceding Lease Year, and shall continue for a period of twelve (12) full calendar months, except that the last Lease Year during the term hereof shall terminate on the day that this Lease expires or is otherwise terminated.

B. Both Landlord and Tenant shall have the absolute right and option to terminate this Lease (the "***Termination Option***"), provided however, that the party wishing to exercise the Termination Option, shall first provide the party with a notice of termination (the "***Termination Notice***"). For the Termination Notice to be effective, it must have been received by the party not terminating at least one hundred eighty (180) days prior the termination date specified in the Termination Notice. In the event that this Lease is terminated pursuant to the exercise of the Termination Option by either Landlord or Tenant, the termination date specified in the Termination Notice shall be deemed to be the Expiration Date under this Lease.

4. **Rent.**

A. Commencing with the Rent Commencement Date, Tenant covenants to pay to Landlord the Rent as reserved under the Basic Lease Terms. All such Rent shall be payable in advance.

B. All Rent shall be payable, without demand and without setoff or other reduction, at Landlord's Address or such other place as Landlord designates in writing. In the event that any Rent or Additional Rent is not received by Landlord by the tenth (10th) after it is due under this Lease, Tenant agrees to pay Landlord a late charge equal to five (5%) of the amount which is not timely received by Landlord.

C. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Rent or other charges herein stipulated shall be deemed to be other than on account of the earliest stipulated rent or other charges, nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check for payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

5. **Security Deposit.**

None required under this Lease.

6. **Use.**

The Demised Premises shall be used by Tenant for the specific Use as defined in the Basic Lease Terms and for no other purpose whatsoever. Tenant shall, at its sole cost and expense, promptly comply with all governmental laws, ordinances and regulations (Federal, state and municipal) applicable to the Demised Premises and Tenant's use of the Demised Premises in its business operations, including any structural alterations which may be required. Tenant agrees to obtain necessary permits and licenses to commence its business operation at its sole cost and expense. Landlord shall have no responsibility for Tenant's ability or inability to obtain such permits and licenses, said permits and licenses being the sole responsibility of Tenant.

Tenant shall not permit any excessive odors, smoke, dust, gas, noise or vibration to emanate from the Demised Premises, nor take any other action which would constitute a nuisance. Tenant shall not receive, store or otherwise handle, any product, material or merchandise which is explosive or highly flammable. Tenant will not permit the Demised Premises to be used for any purpose or in any manner (including, without limitation, any method of storage) which would render the insurance thereon void or increase the premiums therefore or the insurance risk. Landlord makes no representations that the Demised Premises are properly zoned for the prescribed Use.

Tenant shall not permit the storage or discharge into the earth or its atmosphere of effluents, waste or other materials, solid, liquid or gaseous. No waste or other materials shall be disposed of by Tenant in any way or manner which would or will in the future cause the Tenant and/or Landlord to be liable for fines and penalties under the laws or rules currently in effect (Federal, state and/or municipal) or to incur expenses of any sort to correct any such condition. Tenant shall indemnify and hold Landlord harmless from and against any claims, fines, penalties or causes of action arising out of Tenant's failure to comply with the provisions of this Section.

7. **Surrender.**

Tenant agrees that it will keep the Demised Premises and the fixtures therein, in good order and condition and will at the expiration or termination of the Lease Term, surrender and deliver up the Demised Premises in as good a condition as they were at the commencement of the Lease Term, ordinary wear and tear and damage by insured casualty not due to the negligence of Tenant excepted.

8. **Repairs and Maintenance.**

Tenant, at its own cost and expense, shall perform routine maintenance to the Demised Premises. By way of example and not limitation, routine maintenance shall include replacing HVAC filter(s) on regular basis, replacing light bulbs, painting, caulking, cleaning, trash removal, fixing dripping faucets, minor electric and plumbing work and such other repairs costing \$200.00 or less per each repair item (collectively, the "***Minor Repairs***").

Landlord shall, at its own cost and expense, shall be responsible for all other repairs to the Demised Premises over and above the Minor Repairs to be performed by Tenant, to include repairs to the roof, foundation and exterior bearing walls and all other structural components of the Demised Premises,

provided however, Landlord shall not be responsible for making any repairs to the Demised Premises which are caused by Tenant's negligence or that of Tenant's employees, volunteers, guests or invitees.

9. Alterations.

Without Landlord's prior written consent, Tenant shall not make any alterations, additions or improvements to the Demised Premises. All alterations, additions and improvements erected by Tenant shall be the property of Tenant during the term of this Lease and Tenant shall, unless Landlord otherwise elects as hereinafter provided, remove all such alterations, additions and improvements and restore the Demised Premises to their original condition by the termination of this Lease; provided, however, that if Landlord so elects prior to the termination of this Lease, such alterations, additions and improvements shall become the property of Landlord as of the date of the termination of this Lease, and shall be delivered to Landlord with the Demised Premises. Provided that damage shall not be caused to the Demised Premises or that any damage caused is immediately repaired by Tenant, all shelves, bins, machinery, trade fixtures installed by Tenant may be removed by Tenant prior to the termination of this Lease, if Tenant so elects, and shall be removed by the date of the termination of this Lease if required by Landlord. Upon any such removal, Tenant shall restore the Demised Premises to their original condition, reasonable wear and tear excepted. All such removals and restorations shall be accomplished in a good workmanlike manner so as not to damage the primary structure or structural qualities of the Demised Premises.

All of the alterations, additions, improvements, repairs and maintenance required of or made by, Tenant must conform to all regulations and requirements of Federal, state and local governments. Notwithstanding the foregoing, any such alterations, additions, improvements, repairs and maintenance required of or made by Tenant shall not be deemed to be an agreement or consent by Landlord to subject Landlord's interest in the Demised Premises to any mechanic's or materialmen's liens which may be filed in connection therewith.

10. Inspection.

Landlord (or its agents and employees) shall have the right to enter and inspect the Demised Premises at any time with advance notice to Tenant, unless due to emergency in which case no notice shall be necessary, for the purpose of ascertaining the condition of the Demised Premises or in order to make repairs. Landlord shall not be liable to Tenant for any damages of any kind whatsoever caused by Landlord's inspection, repair, or maintenance of the Demised Premises, unless caused by the gross negligence of Landlord. Landlord shall also have the right to enter the Demised Premises at any reasonable time during business hours for the purpose of showing the Demised Premises to prospective new tenants or potential buyers, and shall have the right to erect on the Demised Premises a suitable sign indicating the Demised Premises are available for rent and/or sale. Landlord shall use its best efforts to minimize disruption to Tenant's business operations during such entry or inspection.

11. Utilities.

Effective as of the Commencement Date, Tenant shall cause all utilities serving the Demised Premises to be placed in Tenant's and billed to directly to Tenant. Tenant shall be responsible for the prompt payment of all bills for electricity, gas, telephone, and all other utilities used in the Demised Premises. Tenant shall maintain a level of heat in the Demised Premises which shall insure that the inside pipes and plumbing fixtures will not freeze and break, and Tenant shall be responsible for any repairs and replacements to said pipes and fixtures and any damage to the Demised Premises and personal property

arising from freezing pipes and fixtures caused as a result of Tenant's failure to maintain sufficient heat in the Demised Premises.

Any failure in the services of utilities provided in or on the Demised Premises shall not render Landlord liable in any respect for damages to either person or property or the business of Tenant, nor be construed as an eviction of Tenant, nor work an abatement of any Rent, or Additional Rent, nor relieve Tenant from Tenant's obligations hereunder. In no event shall Landlord be obligated to provide any such services or utilities in any manner or to any extent.

12. *[Intentionally Omitted]*.

13. *Real Property Taxes.*

All Real Estate Taxes are assessed against the Demised Premises shall be paid by Landlord.

14. *Signage.*

Subject to Landlord's prior written consent, Landlord shall permit Tenant to install a sign identifying the premises on the exterior of the Demised Premises. Tenant shall obtain Landlord consent as to the size, design, color, location and type of signs, thirty (30) days prior to the installation. All signage shall be subject to the approval of all applicable governmental authorities and is at Tenant's sole cost and expense, including any cost of permitting.

Except as provided herein, Tenant will not place or suffer to place on the exterior or visible from the exterior of the premise any sign, advertising matter, decoration or any other thing, nor shall the Tenant paint or decorate any part of the exterior of the Lease Premises without first obtaining landlord's written consent. Tenant shall at its sole cost and expense maintain any sign, decoration, advertising matter or other thing permitted by landlord in good condition and repair at all times to the satisfaction of the Landlord. It is further agreed that Tenant shall not use sidewalks, parking areas and alleys for displays of wares or signs of any kinds.

Tenant shall if requested by Landlord remove its signs at the expiration and termination of this Lease, it being expressly understood that any damage to the building as a result of the above removal, will be repaired at the sole cost to the Tenant.

15. *Tenant's Improvements and Trade Fixtures.*

Tenant shall submit all plans for installation of its improvements and trade fixtures to the Demised Premises to Landlord for Landlord's written approval prior to beginning installation or construction. Landlord shall also have the right to approve Tenant's contractor. Landlord shall not be responsible for any delay in the improvements of the Demised Premises or the quality of workmanship in the improvements. Tenant shall look solely to the contractor for any liability arising from delay or quality of workmanship.

16. *Assignment and Subletting.*

Tenant shall not mortgage this Lease or any estate or interest therein. Tenant shall not assign this Lease, in whole or in part, or sublet all or any portion of the Demised Premises, without first obtaining the Landlord's written consent, which consent may be granted or denied at Landlord's sole discretion. This prohibition includes any subletting or assignment which would otherwise occur by operation of law,

merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure, or any assignment or subletting to or by a receiver or Trustee in any bankruptcy, insolvency, or other proceedings. Any change in ownership or power to vote a majority of the issued and outstanding voting stock of Tenant shall constitute an assignment for the purpose of this Lease and shall require the written consent of Landlord as provided in this Section. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the requirement for Landlord's consent to any subsequent assignment or subletting. The acceptance by Landlord of the payment of rent following any assignment or subletting shall not be deemed to be a consent by Landlord to such assignment or subletting.

It is expressly understood and agreed that in the event Landlord approves a sublease by Tenant such approval shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of any rent from any such subtenant constitute a waiver or release of Tenant of any covenant or obligation contained in this Lease, nor shall any such subletting be construed to relieve Tenant from giving Landlord notice or from obtaining the consent in writing of Landlord to any future subletting. In the event that Tenant defaults hereunder, Tenant hereby assigns to Landlord the rent due from any subtenant of Tenant and hereby authorizes each such subtenant to pay said rent directly to Landlord. In addition, if the rents and other amounts due and payable under any sublease for any period shall exceed the rents and other amounts payable for the Demised Premises pursuant to this Lease, then Tenant shall pay one hundred percent (100%) of such excess to Landlord, as Additional Rent, as and when received by Tenant.

Landlord may freely and fully assign its interest hereunder. In the event of any transfer of title to the Demised Premises or of Landlord's interest in the Demised Premises occurs, the Landlord shall be relieved of all obligations as landlord under this Lease accruing after such transfer and it shall be deemed, without further agreement, that such transferee has assumed and agreed to perform and observe all obligations of Landlord herein during the period it is the holder of Landlord's interest under this Lease and further, it is hereby agreed that Tenant shall be bound to such transferee, as landlord, in accordance with all of the obligations as Tenant as set out in this Lease.

17. Fire and Casualty Damage.

In the case of the total destruction, or the destruction of a substantial part (hereinafter defined for the purposes of this Section) of the Demised Premises or the building which the Demised Premises are a part by fire, other casualties, the elements or other cause, or of such damage thereto as shall render the Demised Premises or a substantial part thereof totally unfit for occupancy by Tenant, this Lease, at the option of Landlord, by giving of written notice to the Tenant within ninety (90) days after the date of such destruction or damage, shall terminate and be at an end. In the event of termination, Tenant shall surrender and deliver to Landlord the Demised Premises together with payment of the Rent and Additional Rent to the date of such occurrence. For purposes of this Section, the term "substantial part" shall mean and refer to such magnitude of damage to the Demised Premises which makes occupancy of the Demised Premises unreasonable or unsafe, all as determined by Landlord in its sole discretion.

If the Lease does not terminate pursuant to the foregoing provisions or there is only a partial destruction of the Demised Premises, the Landlord shall, but only to the extent that Landlord has available to it insurance proceeds and then only to the extent of such insurance proceeds actually paid to Landlord and available, commence to restore the Demised Premises with all reasonable diligence, and the Rent shall be abated proportionately based upon the square foot area of the Demised Premises still tenantable, from the date of casualty to the date that the Demised Premises are restored by the Landlord; provided, however, if Tenant cannot conduct its intended business use in the remaining portion of the Demised

Premises, rent shall totally abate until the Demised Premises are restored by the Landlord. Landlord, however, shall not under any circumstances be required to expend any sums in excess of insurance proceeds received for purposes of such restoration. No compensation, claim or diminution of Rent will be allowed or paid, by Landlord, by reason of inconvenience, annoyance, or injury to business arising from the necessity of repairing the Demised Premises. In no event shall Landlord be required to rebuild, repair, or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in, on or about the Demised Premises by Tenant. Notwithstanding the foregoing, if the restoration of the Premises is not completed within nine (9) months from the date of destruction or damage, then either party shall have the right to terminate this Lease by notice given within thirty (30) days thereafter; otherwise the Lease shall continue.

18. Liability and Indemnification.

Landlord shall not be liable for any losses, damages, injuries or accidents of any kind however or by whatever or whomever caused, arising from any occurrence on or about the Demised Premises or the occupancy or uses by Tenant of the Demised Premises or caused by any act or omission of Tenant, its agents, servants, employees, assignees, customers or invitees, unless caused by the gross negligence of Landlord and covered by casualty or liability insurance. Notwithstanding any other provision of this Lease to the contrary, except to the extent expressly prohibited by law, Tenant hereby waives any claim it might have against Landlord or any member, partner, officer, director, employee or agent of Landlord, for any consequential damages sustained by Tenant arising out of the loss or damage to any person or property of Tenant. In addition, Tenant agrees only to look to Landlord's interest in the Demised Premises for recovery of any Judgment from Landlord, it being specifically agreed that Landlord shall not be personally liable for any such Judgment.

Tenant shall indemnify Landlord, and shall save it harmless from and against any and all claims, actions, damages, liability and expense, including reasonable attorneys' fees, in connection with loss of life, personal injury or damage to property arising from any occurrence in or about the Demised Premises, or from the occupancy or uses by Tenant of the Demised Premises, or caused by any act or omission of Tenant, its agents, servants, employees, assignees, customers or invitees, including, but not limited to, the filing of any mechanics' or materialmens' liens against the Demised Premises, unless caused by the gross negligence of Landlord and covered by casualty or liability insurance.

19. Attorney's Fees.

Tenant shall pay all costs and expenses, including reasonable attorneys' fees and court costs that may be incurred by Landlord in enforcing any of the covenants and agreements in this Lease or in enforcing a termination of this Lease.

20. Insurance.

At all times after the execution of this Lease, Tenant will carry and maintain at Tenant's sole cost and expense:

A. Public liability insurance with respect to the Demised Premises, to afford protection with limits of not less than \$1,000,000.00 per incident and \$2,000,000.00 in aggregate per year with respect to personal injury or death, and \$500,000.00 with respect to property damage;

B. If and to the extent required by law, workmen's compensation or similar insurance in form and amounts required by law; and

C. Fire, vandalism and extended coverage insurance with respect to Tenant's improvements and fixtures, equipment and other property in the Demised Premises.

The insurance policies evidencing such insurance shall be maintained with insurance companies approved by Landlord and authorized to conduct business in the Commonwealth of Virginia, shall name Landlord as an additional named insured and shall also contain a provision by which the insurer agrees that such policies shall not be cancelled except after thirty (30) days written notice to Landlord. Upon execution of this Lease and annually thereafter, and upon request by Landlord, Tenant shall deliver to Landlord a certificate from the insurers evidencing each such policy to be in effect.

Each Insurance policy carried by Tenant pursuant to this Section 20, shall provide, if agreed to by the insurance company, that the insurance company waives all rights of recovery by way of subrogation against Landlord in connection with all matters included within the scope of such policies.

21. Condemnation.

In the event less than a substantial part (hereafter defined for the purposes of this Section) of the Demised Premises shall be taken, condemned or sold for public or quasi-public use or purpose by or to any competent authority under any current or future law, then this Lease shall not terminate except as to the part taken. The Lease will terminate as to the part taken as of the date when title vests in any such authority. Tenant shall pay Rent and Additional Rent covering only that part of the Demised Premises not so taken; the Rent for such space shall be that portion of the total Rent and Additional Rent which the amount of square foot area remaining bears to the total square foot area of all of the Demised Premises. Tenant agrees that if the entire Demised Premises shall be taken or condemned or sold for public or quasi-public use or to any competent authority, this Lease shall terminate as to the entire Demised Premises as of the date when title vests in such authority. Tenant shall have no claim against Landlord and shall have no claim or right to any portion of the amount awarded as damages or paid as a result of any condemnation. Upon such condemnation or taking, Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease, leasehold improvements or goodwill. For purposes of this Section, the term "substantial part" shall mean and refer to such magnitude of damage to the Demised Premises which makes occupancy of the Demised Premises unreasonable or unsafe, all as determined by Landlord in its sole discretion.

Notwithstanding the foregoing provisions of this Section, Tenant shall be entitled to make a separate claim against the condemning authority for loss of its leasehold interest or other damages provided that the amount of Landlord's award shall not be reduced thereby.

If less than a substantial part of the Demised Premises be taken by condemnation, or the Lease is not terminated in accordance with the foregoing provisions, Landlord shall, upon receipt of the award of condemnation, make all necessary repairs or alterations to the Demised Premises so as to constitute the Demised Premises a complete architectural unit, but Landlord shall not in any event be required to spend for such work more than the amount received by Landlord as condemnation award.

Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Demised Premises requires that the condemnation proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by

delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such holder, whereupon all rights and obligations under this Lease shall terminate.

22. Holding Over.

Tenant will, at the termination of this Lease, yield immediate possession to Landlord. Unless the parties hereto otherwise agree in writing on the terms of any such holding over, the hold over tenancy shall be subject to termination by Landlord at any time upon not less than thirty (30) days advance written notice, or by Tenant at any time upon not less than thirty (30) days advance written notice. However, in the event of nonpayment of Rent or Additional Rent or any other payments required to be made by Tenant hereunder, when due, or of the breach of any other covenant herein contained by Tenant, Tenant shall not be entitled to any notice to quit, the usual thirty (30) days' notice to quit being hereby waived. All of the other terms and provisions of this Lease shall be applicable during that period, except that in the event the holdover is without Landlord's consent, Tenant shall pay Landlord from time to time upon demand as rental for the period of holdover equal to one hundred percent of the fair market rent (hereinafter defined) for the Demised Premises, computed on a daily basis for each day of the hold over period. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided herein or in a written amendment to this Lease. This Section shall not be construed as Landlord's consent for Tenant to hold over. For this purposes of this Section, the term "fair market rent" shall mean and refer to such rental rate for the Demised Premises as Landlord may have been offered from a another commercial tenant or as estimated by Landlord's commercial real estate broker or consultant to be fair market rental for the Demised Premises.

23. Quiet Enjoyment.

Landlord covenants that it now has good title to the Demised Premises and represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the rent and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Demised Premises for the term of the Lease without hindrance or molestation from Landlord, subject, however, to the terms and provisions of this Lease.

24. [Intentionally Omitted].

25. Events of Default.

The following events, upon determination of Landlord through its Town Counsel, shall be deemed to be an event of default by Tenant under this Lease:

A. Tenant shall fail to pay any installment of the Rent, Additional Rent, or any other payment or reimbursement to Landlord required herein, when due.

B. Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

C. Tenant shall file a petition under any chapter of the Bankruptcy Reform Act, as amended, or under any similar law or statute of the United States, the Commonwealth of Virginia or a petition is filed against Tenant and such petition is not dismissed within thirty (30) days of filing.

D. A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant. If said receiver shall be appointed pursuant to the petition of someone other than Tenant, if such appointment is not terminated within thirty (30) days of appointment.

E. Tenant shall vacate or abandon the Demised Premises for ten (10) consecutive days, unless such vacating or abandonment is a result of alteration, renovation, fire or condemnation and Tenant manifests an intention to return.

F. The taking of this Lease or the Demised Premises or any part thereof upon execution or by other process of law directed against Tenant, or upon or subject to any attachment at the instance of any creditor of or claimant against Tenant, which shall not be discharged or disposed of within forty-five (45) days after the levy thereof.

G. Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of Rent, Additional Rent and other charges, and shall not cure such failure, within thirty (30) days after written notice thereof to Tenant.

26. Remedies.

Upon the occurrence of any of the events of default, then, at the option of Landlord, Tenant's right of possession shall thereupon terminate, and Landlord shall be entitled to possession of the Demised Premises. Landlord may proceed to recover possession either by forcible reentry without process of law or by process of law. Any notice to quit, or of intention to reenter the Demised Premises, is hereby expressly waived by Tenant. In the event of such reentry by process of law or otherwise, Tenant nevertheless agrees to remain answerable for any and all damages, including, but not limited to, reasonable attorneys' fees, brokerage fees, expenses of placing the Demised Premises in rentable condition and deficiency or loss of rent which Landlord may sustain by such reentry, whether or not Landlord re-lets the Demised Premises. In the event of reentry, Landlord shall have full power, which is hereby acceded to by Tenant, to re-let the Demised Premises. The commencement or maintenance of any one or more actions shall not bar Landlord from bringing subsequent actions for further accruals pursuant to provisions of this Section.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided herein or by law, nor shall pursuit of any remedy herein provided constitute, a forfeiture or waiver of any Rent or Additional Rent due to Landlord or of any damages accruing to Landlord by reason of the violation of any of the other terms, provisions and covenants of this Lease. No act or thing done by Landlord or its agents during the Lease Term shall be deemed a termination of this Lease or an acceptance of the surrender of the Demised Premises, and no agreement to terminate this Lease or accept a surrender of the Demised Premises shall be valid unless it is in writing and signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed a waiver of any other violation or breach of any of the terms, provisions and covenants of this Lease. Landlord's acceptance of the payment of Rent or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord to enforce one or more of its remedies upon an event of default shall not constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default.

27. Landlord's Cure of Default by Tenant; Reimbursement of Expenses.

If Tenant defaults in making any payment or in doing any act herein required, then Landlord may, but need not, make such payment or do such act. If Landlord makes any such payment or incurs any charge or expense, on behalf of Tenant under the terms of this Lease, the amount of the payment or expense, shall constitute, Additional Rent hereunder, and shall, unless otherwise provided herein, be due and payable within ten (10) days after Landlord sends a written invoice therefor; provided, however, that the making of any such payment or the doing of such act by Landlord shall not cure such default by Tenant, or estop Landlord from pursuing any remedy to which Landlord would otherwise be entitled.

28. Subordination.

This Lease is subject and subordinate to all ground or underlying leases, and to any mortgage or deed of trust (which terms shall include both construction and permanent financing) that may now or hereinafter encumber or otherwise affect the Demised Premises or Landlord's leasehold interest therein, and to all renewals, extensions, modifications, consolidations, replacements, and/or refinancings thereof. This clause shall be self-operative, and no further instrument of subordination shall be required by any mortgagee or trustee to effect the subordination of this Lease. Nonetheless, in confirmation of such subordination, Tenant shall, at Landlord's request, promptly execute any requisite or appropriate certificate or document. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any certificates or documents on behalf of Tenant. Tenant further covenants and agrees that it will, at the written request of the party secured by a mortgage or deed of trust, execute, acknowledge and deliver any instrument to effect the subordination of this Lease to such mortgage or deed of trust. Tenant agrees that in the event that any proceedings are brought for the foreclosure of such mortgage or deed of trust, Tenant shall attorn to the purchaser at such foreclosure sale, if requested to do so by the Purchaser, and to recognize the purchaser as Landlord under this Lease, and Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give Tenant any right to terminate this Lease in the event that any such foreclosure proceeding occurs.

29. Estoppel Certificates.

Tenant agrees, upon not less than five (5) days written notice by Landlord, to execute, acknowledge and deliver to Landlord, a statement in writing: (i) certifying that this Lease is unmodified and in full force and effect, or if there have been modifications, that this Lease is in full force and effect as modified and stating any such modifications; (ii) certifying that Tenant has accepted possession of the Demised Premises; (iii) stating that no rent under this Lease has been paid more than thirty (30) days in advance of its due date (other than the security deposit); (iv) stating the address to which notices to Tenant should be sent; (v) certifying that Tenant, as of the date of any such certification, has no charge, lien or claim of set-off under this Lease, or otherwise, against rents or other charges due or to become due hereunder; and (vi) stating whether or not to the best of Tenant's knowledge, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which Tenant may have knowledge. Any such statement delivered pursuant hereto maybe relied upon by any owner of the Demised Premises, any prospective purchaser of the Demised Premises, any mortgagee, or prospective mortgagee of the Demised Premises or of Landlord's interest, or any prospective assignee of any sub-mortgagee.

30. Mechanics' Lien.

Tenant shall have no authority, express or implied, to create or place any lien or encumbrance

upon, or in any manner to bind, the interest of Landlord in the Demised Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor or any construction or repairs. Tenant covenants and agrees to pay all sums legally due and payable by it on account of any labor performed or materials furnished on the Demised Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Demised Premises. If any mechanics' or materialmen's lien is filed against the Demised Premises for work furnished to Tenant such lien shall be discharged by Tenant within ten (10) days, at Tenant's sole cost and expense, by the payment thereof or by filing any bond required by law. If Tenant fails to discharge any such mechanics' or materialmen's lien, Landlord may, at its option, discharge the same and treat the cost thereof as Additional Rent payable with the monthly installment of Rent next becoming due. In no event, however, shall such payment by Landlord cure such default by Tenant or estop Landlord from pursuing any remedy to which Landlord would otherwise be entitled.

31. Financing Requirements.

In the event that any bank, insurance company, or other financial institution providing mortgage financing for the Demised Premises requires, as a condition of such financing, that modification to this Lease be obtained, and provided that such modifications (a) are reasonable, (b) do not adversely affect Tenant's use of the Demised Premises as herein permitted under the terms of the Lease, and (c) do not increase the rentals and other sums required to be paid by Tenant hereunder, Landlord shall submit such required modifications to Tenant, and Tenant shall execute an Amendment hereto incorporating such modifications within ten (10) days after the same has been submitted to Tenant. If Tenant shall fail to so execute such an amendment, then Landlord shall thereafter have the right to terminate this Lease, by giving Tenant written notice of such termination, and Landlord shall thereupon be relieved from any further obligations hereunder.

32. Notices.

A. All Rent, Additional Rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address set forth in the Basic Lease Terms or at such other address as Landlord may specify from time to time by written notice.

B. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether or not actually received, when deposited in the United States Mail, postage prepaid, Certified or Registered Mail, addressed to the parties at the respective addresses set forth in the Basic Lease Terms, or at such other address as they have specified by written notice delivered in accordance herewith.

33. No Partnership.

Nothing contained in this Lease shall be construed to create a partnership or joint venture of or between Landlord and Tenant, or create any other relationship between those parties other than that of Landlord and Tenant. Any intention to create a joint venture, partnership or agency relationship between the Landlord and Tenant is hereby expressly disclaimed. Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third-party beneficiary.

34. No Representations by Landlord.

Neither Landlord nor any agent or employee of Landlord has made any representations or

promises with respect to the Demised Premises except as herein expressly set forth, and no rights, privileges, easements or licenses are required by Tenant except as herein set forth. Tenant, by taking possession of the Demised Premises, shall accept the same "as is" and such taking of possession shall be conclusive evidence that the Demised Premises is in good and satisfactory condition at the time of such taking of possession.

35. Brokers.

Landlord and Tenant warrant and represent to each other that they have had no dealings with any person purporting to be acting as agent, broker, or in a similar capacity for either in connection with the transaction contemplated by this Lease. Unless otherwise provided in this Lease, Landlord and Tenant hereby agree to indemnify and hold harmless each other from any and all claims for commissions, fees, or other form of compensation or any reimbursement of expenses from agents, brokers, attorneys, or other persons arising from the transaction contemplated by this Lease through Landlord's or Tenant's acts or omissions.

36. Waiver of Trial by Jury.

Tenant hereby waives its right to a trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto on any matters in any way connected with this Lease, the relationship of Landlord and Tenant, and/or Tenant's use or occupancy of the Demised Premises.

37. Waiver of Redemption.

Tenant hereby expressly waives, for itself and all persons claiming by, through, or under it, any right of redemption or for the restoration of the operation of this Lease under any present or future law in case Tenant shall be dispossessed for any cause, or in case Landlord shall obtain possession of the Demised Premises as provided herein.

38. [Intentionally Omitted].

39. Binding Effect of Lease.

It is agreed that all rights, remedies and liabilities of the parties hereto shall extend to their respective heirs' executors, administrators and, except as otherwise expressly provided in this Lease, their successors and permitted assigns.

40. Rules and Regulations.

Tenant, its agents, employees, invitees, licensees, customers, clients, and guests shall at all times abide by and observe all rules or regulations as may be promulgated from time to time by Landlord for the operation and maintenance of the Demised Premises, as the same may be in effect from time to time. Any default by Tenant, its agents, employees, invitees, licensees, customers, clients, and guests, of any of the provisions of the rules and regulations as amended, from time to time, shall be considered to be a default under the terms of this Lease.

Nothing contained in this Lease shall be construed to impose upon Landlord any obligation to enforce such rules and regulations and Landlord shall have no liability to Tenant or any other party for violation of the Rules and Regulations by any party whatsoever.

41. **Applicable Law.**

The laws of the Commonwealth of Virginia shall govern the validity, performance and enforcement of this Lease.

42. **Time of Essence.**

Time is of the essence with respect to the performance of Tenant's obligations under the Lease.

43. **[Intentionally Omitted].**

44. **Survival of Terms.**

All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or earlier termination of the term hereof, including, without limitation, all payment obligations with respect to Rent, and Additional Rent and all obligations and indemnifications concerning the condition of the Demised Premises. Upon the expiration or earlier termination of the term hereof, and prior to Tenant vacating the Demised Premises, Tenant shall pay to Landlord any amount reasonably estimated by Landlord as necessary to put the Demised Premises in good condition and repair, reasonable wear and tear excepted. All such amounts shall be used by Landlord for payment of such obligations of Tenant hereunder, with Tenant being liable for any additional costs therefor upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied.

45. **Partial Invalidity.**

If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be held void, unenforceable or invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be effected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

46. **Corporate Tenant.**

If Tenant is a corporation or any other legal entity, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that: (i) Tenant is a duly constituted corporation or legal entity, as the case may be; (ii) Tenant is qualified to do business in the state in which the Demised Premises are located; (iii) all of Tenant's franchises and corporate taxes have been paid to date; (iv) all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and (v) such persons are duly authorized under applicable law by such corporation or other legal entity, as the case may be, to execute and deliver this Lease on behalf of the same.

47. **Joint and Several Liability.**

Each person executing this Lease as a tenant shall be jointly and severally liable for all obligations, covenants, payments, and duties of Tenant hereunder.

48. Entire Agreement.

This Lease contains the entire and only agreement between the parties. No oral statements or representations or prior written matter not contained or referred to in this Lease shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by both parties hereto. No waiver of any provision of this Lease shall be deemed to have been made unless it is in writing and signed by both parties hereto.

49. Multiple Copies.

The parties may execute multiple copies of this Lease, each of which shall be deemed an original.

50. Parking.

Tenant shall be entitled to the use the onsite parking serving the Demised Premises.

51. Miscellaneous.

A. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, in any place in which the context so requires.

B. If Tenant is a corporation or other entity, Tenant agrees to furnish to the Landlord, promptly upon demand, appropriate documentation evidencing the valid creation and existence of Tenant as a corporation or other entity, and proof of due authorization by the Shareholders, Board of Directors and/or owners of Tenant to enter into this Lease.

C. The captions, paragraph numbers and index appearing in this Lease are for convenience of reference only, and in no way define, limit or otherwise describe, explain, modify or amplify the interpretation or construction of any provision of this Lease.

D. Whenever reference is made to Landlord hereunder the same shall include the Landlord's partners, agents, and employees.

E. Landlord and Tenant each acknowledge that they have had full opportunity to obtain legal counsel prior to executing this Lease.

F. This Lease may not be recorded by Tenant.

52. Other Terms.

A. As further consideration for this Lease and as part of Tenant's responsibility to maintain the Demised Premises, Tenant agrees that by July 1, 2014, it shall, at its sole cost and expense, shall have caused: (i) the Demised Premises to be connected to a public water source; and (ii) the bathroom and toilet facilities in the Demised Premises to be repaired and placed in good working order.

B. Tenant shall have the responsibility, at its sole cost and expense, to maintain and repair the gravel driveway serving the Demised Premises and to maintain and repair in good working condition the building gutters.

C. Tenant, within sixty (60) days of the date of this Lease, shall cause the electric panel serving the Demised Premises to be inspected by a licensed electrician and to cause such electrician to confirm to Landlord's building official the electric panel meet code requirements and is otherwise safe for use.

IN WITNESS WHEREOF, the parties have duly executed this Lease under seal as of the day and year first above written.

TENANT:

HAYMARKET REGIONAL FOOD PANTRY,
A Virginia non-profit corporation

By: *Pamela E. Stutz*
Name: PAMELA E. STUTZ
Title: _____
Date: 1/3/2014

LANDLORD:

THE TOWN OF HAYMARKET,
A Municipal corporation of the Commonwealth of Virginia

By: *David M. Leake*
Name: DAVID M. LEAKE
Title: Mayor
Date: 1-3-14

Attest: *[Signature]*
Clerk, Town of Haymarket

APPROVED AS TO FORM:

Town Attorney

V:\Company\Town of Haymarket\Leases\Food Pantry\Haymarket Regional Food Pantry_Revised 10.04.13.docx

EXHIBIT "A"

DESCRIPTION/DEPICTION OF DEMISED PREMISES