

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT, including any and all addenda attached hereto ("Lease"), is by and between **GREENE COUNTY**, a Virginia political subdivision of the Commonwealth of Virginia ("Landlord"), whose address is 40 Celt Road, Stanardsville, VA 22973 and **the Virginia Department of Social Services**, a department of the Commonwealth of Virginia whose address is 8767 Seminole Trail, Suite 201, Ruckersville, VA 22923 ("Tenant").

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PREMISE/PROPERTY

1. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises described as Suite 201 (the "**Premises**"), of the building located at 8767 Seminole Trail, Ruckersville, Virginia 22901 (the "**Building**") and the surrounding property owned by Landlord (the "**Property**").

TERM

2. The term (the "Fixed Term" or "Term") of this lease shall be for a fixed term of five (5) years commencing on October 1, 2026 (the "Lease Commencement Date") and expiring on October 31, 2027 (the "Expiration Date").
 - a. Notice of termination must be given sixty (60) days in advance of the Expiration Date.
 - b. Either party may give notice of termination.

RENTAL

3. The rent commencement date ("Rent Commencement Date") shall be October 1, 2026. Rent shall be paid to the Landlord at 40 Celt Road, Stanardsville, Virginia 22973. Commencing on the Rent Commencement Date and continuing throughout the Term, Tenant shall pay rent ("Rent") and Operating Expense Charges (as defined herein) to Landlord. Rent and Operating Expense Charges shall be due on the first day of each month in advance and payable in equal monthly installments without notice or demand and without offset or deduction

<u>Rent:</u>	<u>Monthly</u>	<u>Annual</u>
October 1, 2026 – October 31, 2027	\$2,078.50	\$24,942

4. Late Payments: Tenant hereby agrees that in the event any payment of Rent to Landlord is received by the Landlord later than the 10th day of the month for which it is due, a late charge equal to ten percent (10%) of the amount overdue or \$100, whichever is greater, shall be immediately due and owing and shall accrue for each calendar month or part thereof until such rental, including the late charge, is paid in full.

UTILITY BILLS/SERVICE CONTRACTS

5. Tenant agrees to procure, maintain and pay for the following utilities servicing the Premises: electricity, phone, internet, pest services, cable television, and other services utilized by Tenant and not provided by Landlord.
6. Landlord shall provide water, sewer and janitorial utilities/services for the Premises. Each party will pay the applicable bills for utilities prior to delinquency. Landlord shall not be liable for, and there shall be no rent abatement as a result of, any stoppage, reduction or interruption of any such services caused by governmental rules, regulations or ordinances, riot, strike, labor disputes, breakdowns, accidents, necessary repairs or other cause.

PERMITTED USES

7. Tenant shall have the right to use the Premises for the sole purpose of general office use consistent with the character of the Building and in compliance at all times with all applicable laws, rules and regulations, and for no other purpose without the advance written consent of the Landlord. Such uses are hereinafter referred to as the "Permitted Use".

TAXES, INSURANCE AND COMMON AREA AND PROPERTY OPERATING EXPENSES

8. Landlord shall be responsible for the payment of real estate taxes assessed against the Property. Charges for all real estate taxes will be biannually calculated by Landlord and Tenant shall pay Landlord its proportionate share within thirty (30) days of receipt of a notice from Landlord of such expense.
9. Landlord shall, as a cost to be included in common area maintenance costs, procure and maintain at all times during the Term of this Lease, a policy or policies of insurance covering loss or damage to the Building without deduction for depreciation thereof, providing protection against all perils included within the classification of fire and extended coverage, vandalism coverage and malicious mischief, sprinkler leakage, water damage, and special extended coverage on the Building. Additionally, Landlord may carry: (i) Bodily Injury and Property Damage Liability Insurance and/or Excess Liability Coverage Insurance; and (ii) Earthquake and/or Flood Damage Insurance; and (iii) Rental Income Insurance; and (iv) any other forms of insurance Landlord may deem appropriate or any lender may require. The costs of all insurance carried by Landlord shall be included in Operating Costs.

10. Landlord shall be responsible for the maintenance of the common areas of the Property, including snow removal and landscaping.

INSURANCE; WAIVER; INDEMNITY

11. (a). During the Term of this Lease and at any time thereafter in which Tenant is in possession of the Premises, Tenant shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage limits of not less than combined single limit, per occurrence in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for the bodily injury and property damage. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. All policies of insurance provided for herein shall include as "additional insureds" Landlord and such other individuals or entities as Landlord may from time to time designate upon written notice to Tenant. Tenant shall provide to Landlord, at expiration, certificates of insurance to evidence any renewal or additional insurance procured by Tenant.

(b) Landlord (for itself and its insurer) waives any rights, including rights of subrogation, and Tenant (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord and Tenant. The foregoing waivers of subrogation shall be operative only so long as available in the Commonwealth of Virginia. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.

(c) To the extent allowed by law, Tenant holds Landlord harmless from and against any and all suits, damages, claims, liabilities, and expenses in connection with any death, injury, or damage to persons or property (i) arising from or out of any occurrence in or about the Premises or related to Tenant's business operations, or (ii) resulting wholly or in part from any act or omission by Tenant, its agents, contractors or employees, or from Tenant's failure to comply with its obligations under this Lease. Except as otherwise provided in paragraph 9(b), the indemnity provisions in this paragraph shall bind the employees, agents, invitees or contractors of Landlord and Tenant (as the case may be). The insurance and indemnity obligations in this paragraph shall survive the expiration or earlier termination of this Lease.

REPAIRS

12. Landlord agrees to maintain and keep the exterior of the Building, structural components, exterior walls and roofing systems in good condition and repair, except to the extent any such damage is caused by Tenant, or Tenant's employees, agents, or invitees, in which event Tenant shall be responsible for such repairs. Landlord shall be responsible for the

Building systems (including electrical, plumbing, gas, communications, and HVAC), gutters, downspouts, parking lots, sidewalks, and landscaping.

13. The County shall be responsible for any and all other maintenance, repair, and replacement obligations within the Premises, including, but not limited to, interior walls, windows, floors, doors, and lighting. All personal property within the Premises shall be the responsibility of the Tenant.
14. Tenant accepts the Premises in its present condition and as suited for the Permitted Use and Tenant's intended purposes. Tenant, throughout the Term, and any extension or renewal thereof, at its expense, shall maintain in good order and repair the Premises. Tenant shall use only licensed contractors for repairs where such license is required. Landlord shall have the right to approve the contractor as to any repairs in the Premises.

Tenant agrees to return the Premises to Landlord as the expiration or prior termination of this Lease, in as good condition and repair as on the Lease Commencement Date, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Tenant, Tenant's employees, agents, invitees or contractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises or the Property. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this paragraph.

ALTERATIONS

15. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph upon Landlord's request. All alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's equipment or trade fixtures which can be removed without material damage to the Premises.

DESTRUCTION OF OR DAMAGE TO PREMISES

16. (a) If the Premises are totally or partially destroyed by storm, fire, lightning, earthquake or other casualty, Landlord shall have the right to terminate this Lease on written notice to Tenant within thirty (30) days and this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date.

(b) If the Premises are damaged but not wholly destroyed by any such casualties or if the Landlord does not elect to terminate this Lease pursuant to (a) above, Landlord shall commence (or shall cause to be commenced) reconstruction of the Premises timely after such occurrence and prosecute the same diligently to completion.

(c) In the event of any casualty at the Premises during the last one (1) year of the Term, Landlord and Tenant each shall have the option to terminate this Lease on written notice to the other of exercise thereof within sixty (60) days after such occurrence.

(d) In the event of reconstruction of the Premises, Tenant shall continue the operation of its business in the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay annual rental and any other sums due under this Lease shall remain in full force and effect during the period of reconstruction. The annual rental and other sums due under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired, commencing from the date of destruction and continuing during the period of such reconstruction. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

(e) In the event of the termination of this Lease under any of the provisions of this paragraph, both Landlord and Tenant shall be released from any liability of obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

GOVERNMENTAL ORDERS

17. Tenant, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises, (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. §12101, et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time.

EVENTS OF DEFAULT

18. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the Term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay when due the Rent, or other amounts due hereunder as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or

abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within thirty (30) days after written notice of such breach; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within (60); (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the Rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within (60) days of the filing thereof; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days.

REMEDIES UPON DEFAULT

19. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all Rent which is due and all Rent which would otherwise have become due throughout the remaining Term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminate); or (c) Landlord, as Tenant's agent, without terminating this Lease, shall enter upon and attempt to rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting. No termination of this Lease prior to the normal ending thereof by lapse of time or otherwise, shall affect Landlord's right to collect Rent for the period prior to termination thereof in addition, the Landlord shall be entitled to recover reasonable attorneys' fees, court costs, and other reasonable litigation or recovery expenses incurred by Landlord which are associated with Tenant's default.

SIGNAGE

20. Tenant shall not place any signage within the Building without Landlord's prior written consent.

LANDLORD'S ENTRY OF PREMISES

21. Landlord may advertise the Premises "For Rent" one hundred eighty (180) days before the termination of this Lease. Landlord may enter the Premises upon prior notice at reasonable hours to exhibit same to prospective purchasers or tenants, to make repairs required of Landlord under the terms hereof, for reasonable business purposes and otherwise as may be agreed by Landlord and Tenant.

QUIET ENJOYMENT

22. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Term peacefully and quietly have and enjoy the exclusive possession of the Premises, subject to Landlord's rights as stated herein.

HOLDING OVER

23. If Tenant remains in possession of the Premises after the expiration or earlier termination of the Term hereof, Tenant shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law. In such event, commencing on the date following the date of such expiration or termination of the Term, the Rent shall, for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be equal to One Hundred and Thirty-five Percent (135%) of the Rent in effect immediately prior to such expiration or termination.

ENVIRONMENTAL LAWS

24. (a) Tenant covenants that for the Term and any extension thereof, it shall fully comply with any and all applicable Environmental Laws (as defined below) pertaining to the use, generation, handling, storage, transportation, or disposal of any Hazardous Materials (as defined below), on or about the Premises.

(b) Either after their use by Tenant or at the expiration or earlier termination of this Lease prior thereto if required by Environmental Laws), Tenant shall remove from the Premises all Hazardous Materials Tenant has generated, stored, or brought onto the Premises, in full compliance with Environmental Laws.

(c) Tenant shall be responsible for obtaining all necessary permits, registrations, certifications, manifests, or other authorizations required by any local, state, or federal governmental or quasi-governmental authority or agency ("Governmental Authorities") or by any Environmental Laws in connection with Tenant's use, storage, generation, transportation, handling, labeling, or disposal of Hazardous Materials, at the Premises or in connection with operations carried out there. Tenant shall also develop and maintain, and where necessary file, with the appropriate Governmental Authorities, all reports, receipts, manifests, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any Governmental Authorities alleging any violation of or potential noncompliance with any Environmental Laws by Tenant, or related in any manner to Hazardous Materials at the Premises. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(d) Tenant hereby indemnifies and holds harmless Landlord, and its respective successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any

claim, demand, or judicial or administrative action by any person or entity (including Governmental Authorities or private entities) for, with respect to, or as a direct or indirect result of: (i) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, or release from the Premises of any Hazardous Materials brought about by any acts or omissions of Tenant or Tenant's agents, employees, or invitees.

(e) For purposes of this Lease, "Hazardous Materials" means any substance, compound, material, condition, vapor, mixture, chemical, or waste that is now or hereafter (i) defined as a "hazardous waste," "hazardous material," "hazardous substance" "pollutant" or "contaminant" under any provision of any Environmental Laws; (ii) classified as radioactive material or radioactive waste under Environmental Laws; (iii) designated or defined as infectious, biohazardous, or medical waste under Environmental Laws; or (iv) determined by any Governmental Authorities to be toxic, corrosive, a carcinogen, or otherwise potentially injurious to public health, safety, natural resources, wildlife, or property. The term Hazardous Materials shall include without limitation: petroleum and petroleum byproducts or derivatives, asbestos, polychlorinated biphenyls, polynuclear aromatic hydrocarbons, cyanide, formaldehyde, lead, lead-based paint, mercury, polyvinyl chlorides, acetone, volatile organic compounds, heavy metals, and styrene.

(f) For purposes of this Lease, "Environmental Laws" means every local, state, or federal law, ordinance, regulation, rule, standard, code, statute, judicial or administrative order or decree, permit, license, approval, authorization and similar requirement of any Governmental Authorities relating in any way to any Hazardous Materials, or to the health, safety or protection of humans, wildlife, natural resources, or the environment, including without limitation: the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Emergency Planning and Community Right to Know Act, and the Occupational Safety and Health Act (OSHA), all as amended.

(g) The warranties and indemnities contained in this paragraph shall survive the termination of this Lease.

SUBORDINATION; ATTORNMENT; ESTOPPEL

25. (a) This Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to all currently existing and future mortgages affecting the Premises. Within ten (10) days after the receipt of a written request from Landlord or any Landlord mortgagee, Tenant shall confirm such subordination by executing and delivering Landlord and Landlord's mortgagee a recordable subordination agreement and such other documents as may be reasonably requested, in form and content satisfactory to Landlord and Landlord's mortgagee. Provided, however, as a condition to Tenant's obligation to execute and deliver any such subordination agreement, the applicable mortgagee must agree that mortgagee shall not unilaterally, materially alter this Lease and this Lease shall not be divested by

foreclosure of other default proceedings thereunder so long as Tenant shall not be in default under the terms of this Lease beyond any applicable cure period set forth herein. Tenant acknowledges that any Landlord mortgagee has the right to subordinate at any time its interest in this Lease and the leasehold estate to that of Tenant, without Tenant's consent.

(b) If Landlord sells, transfers, or conveys its interest in the Premises or this Lease, or if the same is foreclosed judicially or nonjudicially, or otherwise acquired, by a Landlord mortgagee, upon the request of Landlord or Landlord's successor, Tenant shall attorn to said successor, provided said successor accepts the Premises subject to this Lease. Tenant shall, upon the request of Landlord or Landlord's successor, execute an attornment agreement confirming the same, in form and substance acceptable to Landlord or Landlord's successor and Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, transfer or conveyance; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, transfer or conveyance. Such agreement shall provide, among other things, that said successor shall not be bound by (a) any prepayment of more than one (1) month's rental (except the Security Deposit) or (b) any material amendment of this Lease made after the later of the Lease Commencement Date or the date that such successor's lien or interest first arose, unless said successor shall have consented to such amendment.

(c) Within ten (10) days after request from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate (to be prepared by Landlord and delivered to Tenant) with appropriate facts then in existence concerning the status of this Lease and Tenant's occupancy, and with any exceptions thereto noted in writing by Tenant. Tenant's failure to execute and deliver the Estoppel Certificate within said ten (10) days period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

ABANDONMENT

26. Tenant shall not abandon the Premises at any time during the Term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises, at the option of Landlord, shall be deemed abandoned, and available to Landlord to use or sell to offset any Rent due or any expenses incurred by removing same and restoring the Premises.

NOTICES

27. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's address for such purposes. Notices to Landlord shall be delivered or sent to the

address shown at the beginning of this Lease. All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

GENERAL TERMS

28. (a) "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or subtenants as to the Premises covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

(b) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

(c) Time is of the essence in this Lease.

(d) This Lease constitutes the sole and entire agreement among the parties hereto regarding the subject matter herein and no modification of this Lease shall be binding unless in writing and signed by all parties hereto.

(e) Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease, and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party.

(f) Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (memorandum of lease) in recordable form, setting forth such provisions hereof (other than the amount of annual rental and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

(g) This Lease shall be governed by the law of the Commonwealth of Virginia.

(h) Landlord may elect to accept this Lease as being executed by electronic means, including pdf signatures submitted by email. In such event, this Lease as so executed shall be deemed an original for all purposes. This Lease may be executed in counterparts and/or with counterpart signature pages.

IMPROVEMENTS

29. All utilities are on site and the leased parcel will be delivered as a turn-key industrial indoor/outdoor storage yard.

SPECIAL STIPULATIONS

30. Option to Purchase: NONE
31. Tenant shall not have the right to assign this Lease or sublease all or any portion of the Premises without the prior written approval of the Landlord, which consent may be withheld or denied in the sole discretion of the Landlord. The Tenant cannot sell or convey any business or operation located upon the Premises without the consent of the Landlord. Any assignment of this Lease or sublease of the Premises will not release the Tenant from its obligations hereunder.
32. Brokers, Landlord and Tenant each represent to the other that it has had no dealings with any real estate brokers or agent in connection with negotiation of the Lease.

(Signature Page Follows)

IN WITNESS WHEREOF the parties hereunto have caused this Lease to be duly executed.

LANDLORD:

GREENE COUNTY

By:_____

Title:_____

TENANT:

Department of Social Services

By:_____

Title:_____