

LEASE EXTENSION AGREEMENT

THIS DEED OF LEASE made and effective as of the ____ day of April, 2022, by and between ICN Enterprises, LLC (herein referred to as the "Lessor") and The Town of Irvington, an incorporated town duly organized and existing under the laws of the Commonwealth of Virginia (herein referred to as the "Lessee" whether one or more).

STATEMENTS

- A. The Lessor is the owner of the property located at the 4203 Irvington Rd, and as Lessor desires to extend the lease agreement for the premises to the Lessee;
- B. The Lessee desires to lease the premises from the Lessor for the purpose of conducting therein town business; and;
- C. The parties hereto desire to enter into a lease agreement defining their rights, duties and liabilities relating to the premises;

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION ONE PROPERTY LEASED

The Lessor leases the premises known as the 4203 Irvington Rd (the "premises") to the Lessee for the exclusive use of the Lessee, and the Lessee hereby leases the premises from the Lessor.

The Lessee has inspected the premises. The premises are leased in its present condition, as is, with all faults.

All terms and conditions of the original lease dated September 18, 2020 are incorporated herein to this lease extension.

The obligations of the parties hereunder shall commence as of the effective date

of this lease.

SECTION TWO TERM AND RENT

Lessor demises the above premises for a term of an additional three years commencing on October 1st, 2022 and ending September 30, 2025 as follows:

October 1, 2022 – September 30, 2023 \$1406.00
October 1, 2023 – September 30, 2024 \$1462.00
October 1, 2024 – September 30, 2025 \$1521.00

All taxes, insurance, and other costs and expenses for which the Lessee agrees to be responsible, together with interests and penalties that may accrue thereto in the event of the failure of the Lessee to pay such items in a timely manner, shall be deemed to be additional rent. In the event of non-payment thereof, the Lessor shall have all of the rights and remedies as provided herein for the failure to pay rent.

SECTION THREE GENERAL PROVISIONS

3.1 Successors and Assigns. This Agreement will bind and inure to the benefit of the respective successors and permitted assigns of the parties.

3.2 Gender and Number. Whenever the context so renders, the singular number will include the plural and the plural the singular, and the use of any gender will include all genders.

3.3 Counterparts. This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose.

3.4 Modifications. This Agreement may not be modified, discharged or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Lessor and the Lessee. However, any consent, waiver, approval or authorization will be effective if signed by the party granting or making such consent, waiver, approval or authorization.

3.5 Notices. All notices hereunder to the respective parties will be in writing and will be served by personal delivery or by prepaid, express mail or via a reputable courier service, or by prepaid, registered or certified mail, addressed to the respective parties at their addressed set forth below. Any such notice to Lessor or Lessee will be deemed to be given and effective: (I) if personally delivered, then on the date of such delivery, (ii) if sent via express mail, then one business day after the date of such notice is sent, or (iii) if sent by registered or certified mail, then three business days following the date on which such notice is deposited in the United States mail addressed as aforesaid, or (iv) if sent by telecopy or facsimile then at the time and on the date set forth on the confirmation sheet. If delivered to Lessor, delivery will be deemed given on the next business day. For purposes of this Agreement, "business day" will be deemed to mean a day of the week other than a Saturday or Sunday or other holiday recognized by banking institutions of the State of Florida. Copies of all notices will be sent to the following:

To Lessor: ICN Enterprises LLC
10009 Magnolia Bend
Bonita Springs, FL 34135
Attn: Terri Wesselman, Member Manager

To Lessee Town of Irvington
PO BOX 174
Irvington, VA 22480

Rent payments shall be sent to:

ICN Enterprises LLC
PO Box 531430
Cincinnati, Ohio 45253

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

ICN ENTERPRISES, LLC



By: _____ (SEAL)
Terri Wesselman, Manager & Member

Town of Irvington Virginia

By: _____ (SEAL)

Print Name: _____

Title: _____