

## LEASE

THIS LEASE made as of this first day of September 2018, by and between Witz LLC. (hereinafter referred to as "Lessor") and Secure Futures, LLC, (hereinafter referred to as Lessee) and replaces the original Lease dates May 1, 2015 and First Amendment dated April 20, 2017.

WITNESSETH:

### ARTICLE I PREMISES

1.1 Lessor does hereby demise, rent and lease to Lessee and Lessee hereby rents and takes from Lessor the premises comprising of Suites: 19, 22, 23, 24, 25, 26, 27, 28, 29, part of 30, 31 (2 rooms) ("Leased Premises"), (approximately 2755 square feet) situated on the third floor of the Witz Building at 11 East Beverly Street, Staunton, VA.

TO HAVE AND TO HOLD the Premises together with all privileges and appurtenances thereunto belonging or appertaining unto Lessee for the full term of this Lease in accordance with the terms and provisions of this Lease.

### ARTICLE IA

I.A Landlord also grants tenant beginning with the commencement date and during the term of the lease, the right for its employees, directors, and patrons and other invitee's to access the premises via stairwells and hallways and to reasonably use the bathrooms on the third floor, all in common with other tenants of the second and third floors.

### ARTICLE II TERM

2.1 The term of this Lease shall commence 9/1/2018 and expire on 8/31/2019 both dates inclusive. Possession is immediate.

The tenant shall have three (3) one (1) year option renewals. The period will be automatically renewed unless either party gives written notice sixty (60) days in advance of the expiration date or any anniversary of the expiration date of their intention to not renew the lease.

### ARTICLE III RENTAL

3.1 Lessee shall pay to Lessor for offices as stipulated in paragraph 15.11, or at such other location as Lessor shall designate in writing, a monthly rental of \$2637.00 beginning 9/1/2018. One such monthly installment shall be due and payable without demand on or before the first day of each succeeding calendar month during such term. The covenant of

Lessee to pay rent hereunder is and shall be deemed a separate and individual covenant and Lessee shall have no right of deduction or set-off whatsoever. Option periods will include 3% per year rent escalators. (See Article 5.2)

3.2 Lessee agrees to pay to Lessor as additional rent or the public officer charged with the collection thereof, before the same become delinquent, and indemnify and save harmless the Lessor from, all charges for telephone service, license fees and charges that during the full term of this lease shall be levied, assessed, charged or imposed upon Lessor, together with all interest and penalties that may accrue thereon, except that:

- (a) Income, sales, use, excise, or other taxes imposed on the rents or other sums payable to Lessor hereunder shall not be chargeable to Lessee; and
- (b) Any estate, inheritance, succession or legacy tax or gift tax or capital gains tax or other tax imposed or any transfer of the interest of Lessor shall not be chargeable to Lessee.
- (c) All real estate taxes and assessments shall be paid by Lessor.
- (d) Water, sewer and electricity charges shall be paid by Lessor.

The Lessor acknowledges receipt of the sum of \$ **160.00 paid** to be held by Lessor as a Security Deposit for the faithful performance by Lessee of the terms, covenants and conditions to be performed hereunder. There shall be no interest payable on such Security Deposit. Any portion of the Security Deposit may be applied towards payment of overdue or unpaid rent at the option of Lessor, or as compensation to Lessor for any loss, damage or expense sustained by Lessor attributable to Lessee's default hereunder.

#### ARTICLE IV USE

4.1 The Premises shall be used only for general office purposes and for such other lawful purposes as may be incidental thereto. The Premises shall not be used for any illegal purposes; nor in violation of any regulation of any governmental body; nor in any manner to vitiate the insurance on the Premises. Lessee shall at its own expense obtain all licenses and permits necessary for its use of the Premises. Without Lessor's prior written consent, Lessee shall not receive, store or otherwise handle any product, material or merchandise which is explosive or highly inflammable. In no event, shall any activity carried out on the Premises emit smoke, noxious odor or dust.

4.2 Lessee shall not use the sidewalks, parking areas, lobby, hallways or other parts of the common area for any business purpose except ingress and egress. Lessee shall have non-exclusive use of such areas in common with other occupants in the complex.

4.3 Lessor gives Lessee exclusive control of the Premises and shall be under no obligation to inspect the Premises. Lessor may, however, inspect the Premises during business hours to determine whether or not Lessee is complying with the terms and provisions of this lease or to show the Premises to prospective purchasers of the Premises or to prospective mortgagees of the Premises and during the last one (1) year of this lease to prospective tenants.

#### ARTICLE V REPAIRS

Lessor shall, at its expense, maintain the roof, structural parts, and outside walls of the building. The Lessor shall also be responsible for all common area main entrance, existing safety equipment, smoke detectors and emergency egress.

Lessee accepts the Premises in their present condition and as suited for the use intended by Lessee with the exception Lessor, at Lessor's expense, shall repair and paint the water-damaged wall corners in the following suites: Rooms 22 and 25. Lessee shall at the end of the term hereof deliver possession of the Premises to Lessor in the same condition as the Premises were in on the commencement of the terms hereof, natural wear and tear excepted. Lessee shall not remove any fixtures, machines or equipment from the Premises unless it shall repair and restore any damage caused to Premises caused by the installation, removal or use of said fixtures, equipment or machines and in no event, shall it remove any equipment or fixtures from premises if it is in default under this lease. Lessee shall, at their own expense, polyurethane the floors.

#### ARTICLE VI ALTERATIONS

6.1 Lessee shall not make any alterations, additions or improvements in the Premises without the written consent of Lessor. All such alterations, additions or improvements made by Lessee shall become the property of Lessor upon termination of this Lease.

6.2 At the termination of this lease, Lessee shall, only if requested by Lessor, remove all alterations, additions or improvements erected by Lessee and restore the Premises to their original condition, natural wear and tear excepted. Any such removals and restoration shall be accomplished in a good workmanlike manner. Lessee shall keep Premises free of any mechanic's lien or encumbrances due to Lessee's alterations, additions, removal or improvements.

ARTICLE VII  
DESTRUCTION OR DAMAGE

7.1 In the event that the building on the Premises is totally destroyed or so substantially damaged as to be untenable by fire, lightning, earthquake, windstorm, or other casualty, and cannot be repaired within a reasonable time, this lease may be terminated by either party upon 30 days written notice to the other, and rent shall be accounted for between Lessor and Lessee as of that date.

7.2 If the building on the Premises, or any part thereof, is damaged but not rendered untenable by any such casualty, Lessor shall repair the building within a reasonable time after receipt of written notice from Lessee of such damage; provided, that Lessor shall not be required to rebuild, repair or replace any part of the alterations, additions, improvements, equipment or machinery which may have been placed on the Premises by Lessee. The rent until such repairs shall be made shall be abated proportionately to the part of the building which is usable by Lessee. At the completion of such repairs, full rent shall recommence.

ARTICLE VIII  
INSURANCE

8.1 Lessor will maintain, at its expense, insurance on the Premises against loss or damage by fire, lightning and other risks. No furniture, equipment, fixtures, improvements or other property of Lessee will be included in said coverage. Lessee must provide its own coverage for any of its property.

ARTICLE IX  
CONDEMNATION

9.1 If during the term of this lease the Premises or any part thereof be condemned or taken by any governmental authority or any corporation having the power of eminent domain, the court in such condemnation proceedings shall be requested to make separate awards to Lessor and Lessee, and Lessor and Lessee agree to request such action by such court; however, in the event that the court grants only one award then it shall be the sole and exclusive property of the Lessor, and Lessee shall make no claim against this award. If the entire Premises are condemned, or if a substantial portion of the Premises is taken and the portion remaining after such condemnation proceedings shall not be suitable for Lessee's use, this lease shall terminate as of the date of taking. If the portion of the Premises remaining after such condemnation proceedings shall be suitable for Lessee's use, the rent payable by Lessee to Lessor after taking shall be reduced to the proportion of the rent stipulated hereunder which the market value of the Premises remaining after the taking bears to the market value of the Premises immediately prior to the taking.

ARTICLE X  
LIABILITY AND INDEMNIFICATION

10.1 Lessee does hereby agree to indemnify and save Lessor harmless from and against any and all liability for any injury to or death of any person or persons or damage to property in any way arising out of or connected with the condition, use or occupancy of the Premises, or in any way arising out of the activities of Lessee, its agents, employees, directors and patrons or invites in the building and from all costs, expenses and liabilities, including but not limited to reasonable attorney fees, incurred by Lessor in connection therewith, excepting, however, liability caused by Lessor's negligence except as may result from or caused by the negligence of lessor or its agents or employees.

10.2 Lessee covenants and agrees that Lessor shall not be liable to Lessee for any injury or death to any person or persons or for damage to any property of Lessee, or any person claiming through Lessee, arising out of any accidents or occurrence in the building, including, without limiting the generality of the foregoing, injury, death or damage caused by the Premises or of any portions of the building being out of repair, or caused by any defect in or failure of equipment, pipes, or wiring, or caused by broken glass, or caused by the backing up of drains, or caused by gas, water, steam, electricity, or oil leaking, escaping or flowing into Premises, or caused by fire or smoke, or caused by the acts or omissions of other tenants located in the building except as may result from or be caused by the negligence of lessor or its agents or employees.

10.3 Lessee shall keep in full force and effect a policy or policies of public liability insurance with respect to the Premises and the business of Lessee, in which both Lessee and Lessor shall be adequately covered under reasonable limits of liability of not less than \$500,000.00 per person and \$ 1,000,000.00 per occurrence with \$ 100,000.00 coverage for property damage.

10.4 Lessee shall furnish Lessor with certificates that all such insurance is in effect and that all said policies contain provision prohibiting cancellation without at least 15 days' notice to Lessor.

10.5 All of Lessee's property of every kind or description which may at any time be on the Premises shall be at Lessee's risk and Lessor shall not be liable for any damages to said property or loss suffered by the business or occupation of Lessee caused by water from any source whatsoever or from the bursting, overflowing or leaking of sewer or from the heating or plumbing fixtures or from electrical wires or from gas or odors caused in any manner whatsoever except as may result from or be caused by the negligence of Lessor and/or its agents or employees.

ARTICLE XI  
DEFAULTS AND REMEDIES

11.1 Any installment of rent or any other charge or money obligation herein required to be paid by Lessee which is not paid within five days when due shall bear a late charge of 5% and Lessor may treat any such charge or money obligation as additional rent hereunder.

11.2 The occurrence of any of the following is deemed to be an event of default under this lease.

- (a) The making by Lessee of an assignment for the benefit of its creditors;
- (b) The levying of a writ of execution or attachment on or against the property of Lessee and the same not being released or discharged within thirty (30) days thereafter;
- (c) The institution of proceedings for the reorganization, liquidation or involuntary dissolution of Lessee, or for its adjudication as a bankrupt or an insolvent, or for the appointment of a receiver of the property of Lessee, and said proceeding not being dismissed, and any receiver, trustee or liquidator appointed therein not discharged within thirty (30) days after the institution of such proceedings;
- (d) The doing or permitting to be done of any act by Lessee which creates a claim or a lien therefor against the building and the same not being released or otherwise provided for by indemnification satisfactory to Lessor within thirty (30) days thereafter;
- (e) Failure of Lessee to pay any installment of rent or other charge or money obligation herein required to be paid by Lessee or to comply with any other covenant or provision of this lease within ten (10) days after written notice of such failure is given by Lessor, or if it is not possible to cure such failure within such period promptly after receipt of such notice, to advise Lessor in writing of Lessee's intention duly to institute all steps necessary to cure such failure or violation and to begin performance of such covenant within such period and diligently to pursue performance to completion in a reasonable time thereafter.

11.3 In the event of default, Lessor has the option of pursuing any one or more of the following remedies without any notice or demand whatsoever except as outlined in 11.1 (e) above.

- (a) Terminate this lease, in which event Lessee shall immediately surrender Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which Lessor may have, enter upon and take possession of Premises and

expel or remove Lessee and any other person who may be occupying the Premises or any part thereof,

- (b) Enter upon and take possession of Premises and expel or remove Lessee and any other person who may be occupying Premises or any part thereof, and, if Lessor so elects, make such alterations and repairs as may be necessary to relet Premises, and relet Premises or any part thereof at such rent and for such period and subject to such terms and conditions as Lessor may deem advisable and receive the rent therefor. Upon each such reletting all rent received by the Lessor from such reletting shall be applied first to the payment of any loss and expenses of such reletting, including brokerage fees and attorney's fees and costs of such alterations and repairs ; and second to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; third to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. Lessee agrees to pay to Lessor on demand any deficiency that may arise by reason of such reletting. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach.

11.4 Should Lessor terminate this lease in accordance with the provisions of this Article, Lessor may in addition to any other remedies it may have, recover from Lessee all damages Lessor may incur by reason of such breach, including the cost of recovering Premises and reasonable attorney fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the lease term over the then reasonable rental value of Premises for the remainder of the lease term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

11.5 Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the covenants and provisions herein contained.

## ARTICLE XII SERVICES

12.1 Lessor agrees to pay all charges incurred for water, sewer and electric services and elevator maintenance used on the Premises. Lessor shall supply janitorial services for the common area only. Lessor shall in no event be liable for any interruption or failure of any utility services, telephone services or any other services used on the Premises but shall make reasonable effort to secure prompt resumption of said interrupted service.

ARTICLE XIII  
SUBORDINATION

13.1 This lease and all rights of Lessee hereunder are and shall be subject and subordinate to the lien of any mortgage, deed to secure debt, deed of trust or other instrument in the nature thereof which may now or hereafter affect Lessor's fee title to the Premises.

ARTICLE XIV  
SUBLETTING AND ASSIGNMENTS

14.1 Lessee shall not have the right to assign this lease or any interest hereunder, or sublet the Premises, or any part thereof, to one or more subtenants, without the express written consent of Lessor, which consent shall not be unreasonably withheld. Notwithstanding any such assignment or subletting, Lessee shall always remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of Lessee's other obligations under the terms, provisions and covenants of this lease.

14.2 Upon the occurrence of any default by Lessee as herein defined, if the Premises or any part thereof are then assigned or sublet, Lessor, in addition to any other remedies herein provided, or provided by law, may at its option collect directly from such assignee or subtenant all rents becoming due to Lessee under such assignment or sublease and apply such rent against any sum due to Lessor by Lessee hereunder, and such collection shall not be construed to constitute a novation nor a release of Lessee from the further performance of its obligations hereunder.

ARTICLE XV  
MISCELLANEOUS

15.1 The words "terminate" or "termination" as used herein shall refer to the end of this lease whether due to the expiration of the term hereof or the earlier ending of this lease in accordance with the terms and provisions hereof.

15.2 No failure of Lessor or Lessee to exercise any power given Lessor or Lessee hereunder or to insist upon strict compliance by Lessor or Lessee with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall

constitute a waiver of Lessor's or Lessee's right to demand exact compliance with the terms hereof.

15.3 All rights, powers and privileges conferred herein upon the parties hereto shall be cumulative but not restrictive to those given by law.

15.4 The captions used in this lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

15.5 One or more waivers of any covenant, term or condition of this lease by either party shall not be construed as a waiver or subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

15.6 This lease contains the entire agreement of the parties and no representations or agreements, oral or otherwise, between the parties not embodied herein, shall be of any force or effect.

15.7 Time is of the essence of this agreement.

15.8 This contract shall create the relationship of landlord and tenant between Lessor and Lessee; no estate shall pass out of Lessor; Lessee has only a usufruct, not subject to levy and sale.

15.9 If Lessee remains in possession after expiration of the term hereof, with Lessor's acquiescence and without any agreement of parties, Lessee shall be a tenant at will; and there shall be no renewal of this lease by operation of law.

15.10 The term "Lessor" as used in this lease means only the owner for the time being of the Premises so that in the event of any sale or sales thereof, Lessor, who is grantor in any such sale, shall be and hereby is entirely free and relieved of all the obligations of Lessor hereunder unless it fails to notify the Lessee with three months' notice and requires a purchaser to assume such obligation. Any such sale of the premises or any interest therein shall be subject to this lease, and it shall be deemed and construed without further agreement that the purchaser at any such sale has assumed and agreed to carry out any and all obligations of Lessor in this lease, under the same terms, including without limitation the three (3) one (1) year option renewals, so long as such purchaser shall be the owner of the Premises.

All notices required to be given to Lessor hereunder shall, until contrary instructions are given to Lessee in writing, be effectively given to Lessor if mailed by registered or certified mail, return receipt requested, to Lessor;

\_Witz, LLC  
c/o Madison Monroe & Associates  
PO Box 1273  
Staunton, VA 24402  
email: jbarber@madison-monroe.com

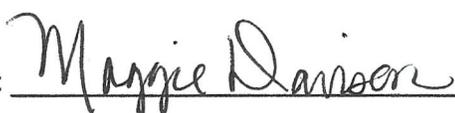
All notices required to be given to Lessee hereunder shall, until contrary instructions are given to Lessor in writing, be effectively given to Lessee if personally delivered or mailed, by registered or certified mail, return receipt requested, to Lessee, attention:

Secure Futures LLC  
11 E Beverley St Suite 19  
Staunton, VA 24401  
Maggie Davison  
Email: [maggie@securefutures.solar](mailto:maggie@securefutures.solar)  
877-333-3008

If any clause or provision of this lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, or becomes unenforceable because of ambiguity or judicial construction, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby.

IN WITNESS, WHEREOF the Lessor and Lessee have caused these presents to be executed under seal on the date first above written.

Lessor:  
By:  agent

Lessee: Secure Futures LLC  
By: 

Printed Name: John R. Barber - Agent

Printed Name: Maggie Davison,  
Chief Operating Officer

Date: 9/1/2018

Date: 9/1/2018

John R. Barber is a Licensed real estate agent in the state of Virginia and is a member of Witz, LLC.