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AMENDMENT & RESTATEMENT OF LEASE

Return to: Wesley M. Charlton, Esq. (VSB No. 83737) Dunton, Simmons & Dunton, LLP, P. O. Box 5, White Stone, Virginia 22578

Tax Map Reference No: 33-439 & 33-439(A)

THIS AMENDED AND RESTATED LEASE AGREEMENT, made effective this 13th day of May, 2016, by and between the TOWN OF IRVINGTON, Virginia, an incorporated township Lancaster County, Virginia, Lessor ("Irvington") and Chesapeake Bank, a Virginia stock corporation, whose address is 97 North Main Street, Kilmarnock, Virginia 22482, Lessee ("Bank") ("Amended Lease Agreement").

WITNESSETH:

WHEREAS, Irvington and the Bank entered into a lease for an easement dated June 27th, 1972, and in which lease the Bank is named as Chesapeake National Bank, which is now one and the same entity as the Bank, which was recorded in the Clerk's Office of the Lancaster County, Virginia Circuit Court in Deed Book 171 on Page 205 (the "Lease"), a copy of which is attached hereto as Exhibit A, is incorporated by reference and made a part hereof;

WHEREAS, a certain plat of survey entitled "Lot Location Survey, Chesapeake National Bank," made by Charles E. Tomlin, Jr., Certified Land Surveyor, dated June 18, 1971, was recorded with the Lease in the aforementioned Clerk's Office in Deed Book 171 on Page 208 (the "Survey"), a copy of which is attached hereto as Exhibit B, is incorporated by reference and made a part hereof;

WHEREAS, the Lease and the Survey were recorded together, and the Lease was made a part of the Lease as it made express reference to the Survey for a more accurate description of the subject property to be leased; and

WHEREAS, the parties desire and intend by this Amended Lease Agreement to amend and restate their understanding of the Lease and Survey.

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

TERM OF LEASE

The parties agree that Irvington shall lease to the Bank the easement described more particularly in the Lease and the Survey for a period of twenty-five (25) years, with a commencement date of June 27, 1997, and a termination date of midnight on June 26, 2022 ("Term"), subject to the covenants, agreements or conditions contained in this Amended Lease Agreement, as well as those contained in the Lease that do not conflict with those contained in this Amended Lease Agreement. At the end of the Term, the Bank shall have the right to renew the Lease for an additional period of twenty-five (25) years upon the same covenants, agreements and conditions of the Amended Lease (subject to good faith renegotiation of the rent

for such additional term) as well as those in the Lease that do not conflict with those contained in this Amended Lease Agreement. Notice to renew the Lease shall be given by the Bank to Irvington in written form not less than six (6) months prior to the end of this Term. All notices contemplated herein shall be sent to the following address for each respective party:

Irvington
Post Office Box 174
Irvington, Virginia 22480

The Bank
Post Office Box 1419
Kilmarnock, Virginia 22482

IMPROVEMENTS AND MAINTENANCE

The Bank may, at any time during the Term, with the prior written consent of Irvington and upon such terms and conditions as Irvington shall set forth in writing at the time of said request, make alterations and additions to the subject real property of this Amended Lease Agreement at the Bank's own expense. Further, the parties agree that the Bank shall be responsible and pay for any and all necessary maintenance and repair of the drainage field, septic tank and similar equipment located at the subject property of this Amended Lease Agreement for use by the Bank. Irvington shall otherwise be responsible for the maintenance and repair of the subject property, including the grass-cutting of the subject property, and the costs thereof.

RENT

Irvington shall have the right to modify the rent discussed below once every three (3) years throughout the Term, with the most recent three (3) year term being deemed to have begun on January 1, 2016. The Bank agrees to pay rent to Irvington at P.O. Box 174, Irvington, Virginia 22480 during any three (3) year term, whenever it may be, in two installments with the first installment due and payable on the 30th day of June of the respective calendar year, and the second installment due on the 31st day of December of the respective calendar year. The rent for the current three (3) year term shall be One Thousand and 00/100s Dollars (\$1,000.00), with \$500.00 payable for each respective installment as noted above. This three (3) year rental period will end on December 31, 2018, and Irvington may choose to modify the rental amount stated herein for the next three (3) year period, and for every three (3) year period thereafter of the Term.

REAL ESTATE TAXES

During the Term, Irvington shall pay all real estate taxes and real estate assessments imposed on the subject property of this Amended Lease by the state, county, or other lawful governmental authority. The Bank shall pay all personal property and business taxes imposed on the subject property of this Amended Lease by the state, county, or other lawful governmental authority.

USE OF PREMISES

The parties expressly agree that this Amended Lease Agreement is executed so that, consistent with the Lease, the Bank may locate and use a drainage field, septic tank and similar equipment, and the operation and maintenance of the same, and that the subject property of this Amended Lease shall not be put to any other use without the prior written consent of Irvington ("Permitted Uses").

ASSIGNMENT AND SUBLEASE

This Amended Lease Agreement may not be assigned or transferred, and the subject property of this Amended Lease Agreement may not be sublet, either in whole or in part, by the Bank without Irvington's prior written consent.

REPAIRS

The Bank agrees to make all necessary repairs, including but not limited to any and all repairs that need to be made to the subject property of this Amended Lease Agreement and any equipment located thereon. Irvington shall not have any obligation to make any repairs.

RIGHT OF ENTRY TO REPAIR

Irvington reserves the right for itself, its agents and employees, after reasonable notice to the Bank, to enter upon and inspect the subject property of this Amended Lease Agreement at any reasonable time during business hours to make repairs, alterations or improvements; provided, however, that such repairs, alterations, or improvements shall not unreasonably interfere with the Bank's business operations.

UTILITIES

All applications and connections for necessary utility services of subject property of this Amended Lease and any equipment located thereon shall be made in the name of the Bank only, and the Bank shall be solely liable for utility charges as they become due, including without limitation those for water, electricity, telephone, internet, septic and sewer services.

SIGNS

The Bank may display signs advertising its place of business as long as said signs are in compliance with Irvington's Sign Ordinance.

WAIVER OF LIABILITY AND INDEMNIFICATION

The Bank hereby agrees that Irvington shall not be liable for damage claims for injury to persons or property from any cause relating to the use of a drainage field, septic tank and similar equipment by the Bank at the location of the subject property of this Amended Lease during the Term or any extensions thereof.

Further, the Bank hereby indemnifies Irvington against all expenses, liabilities, and claims of every kind, by or on behalf of any person or entity arising out of either (1) failure by the Bank to perform any of the terms or conditions of this Amended Lease Agreement, (2) any injury or damage happening in connection with the use of a drainage field, septic system and similar equipment by the Bank at the location of the subject property of this Amended Lease Agreement, (3) failure of the Bank to comply with any law or any governmental authority, or (4) any mechanic's lien or security interest filed against subject property of this Amended Lease Agreement for equipment, materials or alterations of buildings or improvements thereon made by the Bank.

Irvington hereby agrees that the Bank shall not be liable for damage claims for injury to persons or property from any cause relating to the subject property of this Amended Lease, other than as related to the use of a drainage field, septic system and similar equipment by the Bank at the location of the subject property, during the Term or any extensions thereof.

Further, Irvington hereby indemnifies the Bank against all expenses, liabilities, and claims of every kind, by or on behalf of any person or entity arising out of either (1) failure by Irvington to perform any of the terms or conditions of this Amended Lease Agreement, (2) any injury or damage happening upon the subject property, other than as related to the use of a drainage field, septic system and similar equipment by the Bank at the location of the subject property, of this Amended Lease Agreement, (3) failure of Irvington to comply with any law or any governmental authority, or (4) any mechanic's lien or security interest filed against subject property of this Amended Lease Agreement for equipment, materials or alterations of buildings or improvements thereon made by Irvington.

ESTOPPEL CERTIFICATES

The Bank agrees, at any time and from time to time, upon not less than five (5) day's prior written notice by Irvington, to execute, acknowledge and deliver to Irvington a statement in writing (a) certifying that this Amended Lease Agreement is unmodified and in full force and effect (or if there have been modifications, that the Amended Lease Agreement is in full force and effect as modified and stating the modifications, (b) stating the dates to which the rent and other charges hereunder have been paid by the Bank, (c) stating whether or not to the best knowledge of the Bank, Irvington is in default in the performance of any covenant, agreement or condition contained in this Amended Lease Agreement and any covenant, agreement or condition in the Lease that does not conflict with any contained herein, and, if so, specifying each such default of which the Bank may have knowledge, and (d) stating the address to which notices to the Bank should be sent, if different than such address provided herein. Any such statement delivered pursuant hereto may be relied upon by any interested party, property owner, creditor or financier.

SUBORDINATION

This Amended Lease Agreement and all rights of the Bank hereunder shall, at the sole option of Irvington, be either prior to or subject and subordinate to any first mortgage or first deed of trust or ground lease now or hereafter constituting a lien against the subject property of this Amended Lease Agreement, or any part thereof, and to any and all renewals, modifications, consolidations, replacements and extensions thereof. The election of Irvington hereunder may be

made at any time during the Term. The Bank agrees to execute any reasonable Subordination of Mortgage Agreement requested by Irvington at any reasonable time during the Term.

If, at any time during the Term, Irvington decides to sell all or any part of the subject property of this Amended Lease Agreement to a purchaser other than the Bank, then such sale shall be under and subject to this Amended Lease Agreement and the Bank's rights, hereunder. In the event the Property is sold, the Bank may elect to terminate this Amended Lease Agreement, but it will not be required to do so.

INSURANCE

Irvington shall maintain all public or common areas in a condition free from all physical and fire hazards to the extent that said maintenance is congruent and not in conflict with this Amended Lease Agreement. The Bank shall adequately insure all public or common areas and, if necessary, equipment, for fire, casualty, hazard, and liability. The Bank shall maintain the subject property of this Amended Lease Agreement in a hazard-free condition. The Bank shall be responsible for insuring its personal property and it shall be responsible for all liability upon or within the subject property of this Amended Lease Agreement. The Bank shall obtain commercial liability insurance in an amount not less than Seven Hundred and Fifty and 00/100s Dollars (\$750,000.00), and such policy shall name Irvington as an additional insured.

BANKRUPTCY OR INSOLVENCY

It is expressly agreed that if at any time during the Term or any extensions thereof, the Bank shall be adjudged bankrupt or insolvent by any Federal or State Court of competent jurisdiction, Irvington may, at its option, declare this Amended Lease Agreement to be terminated and canceled, and may take possession of the subject property of this Amended Lease Agreement.

DEFAULT ON PAYMENT OF RENT

If any monthly installment of rent as herein called for remains overdue and unpaid for ten (10) days, Irvington shall impose a penalty of five percent (5%) of the bi-annual rental amount for each month overdue. If a default shall exist, material or otherwise, because of any reason set out in this Amended Lease Agreement, the Bank's right to possession shall thereupon cease and Irvington shall be entitled to the possession of the subject property of this Amended Lease Agreement, and to re-enter the same without demand for rent or for possession. Irvington may proceed forthwith to recover possession by process of law, and any notice to quit or of intention to exercise such option or to re-enter is hereby EXPRESSLY WAIVED BY THE BANK. Further Irvington at its sole option may accelerate the unpaid rent for the unexpired portion of the Amended Lease Agreement, giving credit for any proceeds from re-letting in whole or in part of the subject property of this Amended Lease Agreement by Irvington to others. The Bank will be liable to Irvington for all court costs and reasonable attorney's fees in the event it shall become in default and Irvington incurs court costs and/or attorney's fees in obtaining possession of the subject property of this Amended Lease Agreement or in the enforcement of any covenant,

condition or agreement herein contained, whether through legal proceedings or otherwise, and whether or not any such legal proceedings be prosecuted to a final judgment.

APPLICABLE LAW

This Amended Lease Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of law provisions. The Bank agrees and consents to the jurisdiction of the courts of Lancaster County, Virginia as the appropriate venue for any dispute which arises under the terms herein. IRVINGTON AND THE BANK EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

MISCELLANEOUS

The parties, having read and understood the provisions of this Amended Lease Agreement, agree for themselves, their members, managers, officer, directors, stockholders, employees, successors and assigns to be bound thereby. This Amended Lease Agreement may only be modified by a writing signed by both parties.

In Witness Whereof, the parties have executed this lease on the 13th day of may, 2016.

The Town of Irvington

By: [Signature]
Ralph D. Ransone, Mayor

Chesapeake Bank

By: [Signature]
Becky Foster, CFO & Corporate Secretary

COMMONWEALTH OF VIRGINIA,
COUNTY OF Virginia, To-wit:

The foregoing instrument dated 5/13/16 was acknowledged before me this 10th day of June, by Ralph D. Ransone, Mayor of the Town of Irvington, Lessor.

My Commission expires: 9-30-16

Notary Commission Number: 7217827



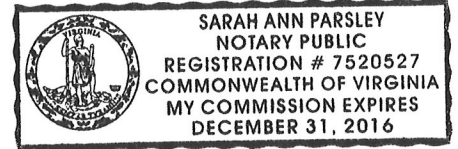
Wendy A. Overlee
Notary Public

COMMONWEALTH OF VIRGINIA,
COUNTY OF Middlesex, To-wit:

The foregoing instrument dated May 13, 2016, was acknowledged before me
this 13th day of May 2016, by Becky Foster, CFO & Corporate Secretary of
Chesapeake Bank, Lessee.

My Commission expires: December 31, 2016

Notary Commission Number: 7520527



Sarah A Parsley
Notary Public

LAW OFFICES
DUNTON, SIMMONS & DUNTON, L.L.P.
678 RAPPAHANNOCK DRIVE
POST OFFICE BOX 5
WHITE STONE, VIRGINIA 22578-0005

WESLEY M. CHARLTON
WCHARLTON@DSDLAW.COM

TELEPHONE:
(804) 435-4000
FACSIMILE:
(804) 435-1614
dsdlaw.com

June 17, 2016

Ms. Becky Foster
Chief Financial Officer &
Corporate Secretary
Chesapeake Bank
P.O. Box 1419
Kilmarnock, Virginia 22482

Re: Amendment and Restatement of Lease

Dear Ms. Foster:

Enclosed is your copy of the amendment and restatement of lease for Chesapeake Bank.

If you have any questions or concerns, please do not hesitate to contact our office.

Very truly yours,



Wendy Overlee
Legal Assistant for
Wesley M. Charlton, Esq.

Encl.