

VIRGINIA:

IN THE CIRCUIT COURT OF SPOTSYLVANIA COUNTY

*In re:*

NICHOLAS CHRISTOPHER POTTS,

Plaintiff,

versus

JAMES EDWARD KING, *et alii*,

Defendants.

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RECEIVED & FILED

SEP 26 2025

SPOTSYLVANIA CIRCUIT COURT

Case No.: CL 25-3693

**VERIFIED ANSWER OF JAMES EDWARD KING**

COMES NOW, before this Honorable Court, your Defendant known as James Edward King, D. Div., by and through his undersigned counsel, *viz.*, Joseph Peter Drennan, respectfully, and hereby answers the Complaint filed by Plaintiff, purportedly *pro se*<sup>1</sup>, by stating unto this Honorable Court as follows, *viz.*:

1.) That the allegations contained in Paragraph #1 of the Complaint represent legal conclusions to which your answering Defendant need not plead;

2.) That the allegations contained in Paragraph #2 of the Complaint represent legal conclusions to which your answering Defendant need not plead;

3.) That your answering Defendant lacks sufficient information to admit or deny the allegations contained in Paragraph #3 of the Complaint; accordingly, he denies them and demands strict proof thereof;

4.) That your answering Defendant admits the allegations contained in Paragraph #4 of the Complaint;

5.) That your answering Defendant admits the allegations contained in Paragraph #5 of the Complaint;

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<sup>1</sup> Although the Plaintiff has signed the Complaint representing that he is *pro se*, the phraseology of the Complaint suggests that it was prepared by an attorney, with the telltale indicator of attorney authorship or substantial assistance being an embossment on several of the exhibits annexed to the Complaint stating "FOR ATTORNEY /LAW FIRM PURPOSES ONLY."

6.) That your answering Defendant admits the allegations contained in Paragraph #6 of the Complaint;

7.) That the allegations contained in Paragraph #7 of the Complaint represent legal conclusions to which your answering Defendant need not plead;

8.) That your answering Defendant admits the allegations contained in Paragraph #8 of the Complaint;

9.) That your answering Defendant denies unequivocally the allegations contained in Paragraph #9 of the Complaint;

10.) That your answering Defendant denies unequivocally the allegations contained in Paragraph #10 of the Complaint; indeed, in any event, your answering Defendant would observe that the Plaintiff's assertion that the "[m]ultiple background searches, including True People Search, Fast Background Check, USPhonebook, BeenVerified, and Spokeo, all identify Turning Leaf Court as [your answering Defendant's] residence", with the three page printout of which supposed search results having been annexed to the Complaint *qua* "Exhibit 1" is a demonstrably false statement in that said printout, at Pages 1 & 2 thereof, clearly identifies James E. King as only having maintained an address at Turning Leaf Court from "04/17/2021 to **01/24/2025**" (emphasis added), with the subject search having been conducted, evidently by an attorney, on "09/09/2025"<sup>2</sup>, *id est*, just two days prior to the filing of the Complaint with this Honorable Court;

11.) That your answering Defendant admits the allegations contained in Paragraph #11 of the Complaint;

12.) That, as for the compound and multifarious allegations contained in Paragraph #12 of the Complaint, your answering Defendant states that, to the extent that the purported background search referenced in said Paragraph #12, and annexed to the Complaint, *qua* "Exhibit 3", does not list your answering Defendant as a resident at 6100 N. Danford Street, Fredericksburg,

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<sup>2</sup> The search date of 09/09/2025 is embossed at the foot of each of the three pages of Exhibit 1 to the Complaint.

Virginia 22407, said “search” is inaccurate and incomplete; as for the allegation ingravitated in Paragraph #12 that “ [Jeremiah] Sims is an employee and member of the church pastored by [your answering Defendant],” your answering Defendant admits that the said Mr. Sims is a member of the church that he pastors, viz., Land of Promise Church, but denies that Mr. Sims is an “employee” of said church; rather, Mr. Sims serves as a deacon of said church; as for the allegation that “[your answering Defendant] used Sims’ address in an attempt to establish Battlefield residency,” such phraseology is also inaccurate; rather, your answering Defendant established bona fide residency in the Battlefield District by moving into Jeremiah Sims’ home in January of 2025 pursuant to a written lease agreement with Mr. Sims<sup>3</sup>;

13.) That the averments contained in Paragraph #13 of the Complaint respecting “Defendant King’s spouse” are inapposite and inappropriate inasmuch your answering Defendant’s marital status is that he is divorced from his former spouse, with the subject *FINAL DECREE OF DIVORCE A VINCULO MATRIMONII*, in the matrimonial law cause known as *LISA THOMPSON JONES KING versus JAMES EDWARD KING, SR.*, Case No.: CL24002044-00, having been entered by this Honorable Court on 19 August 2024;

14.) That your answering Defendant denies unequivocally each and every discrete allegation contained in Paragraph #14 of the Complaint;

15.) That your answering Defendant denies unequivocally each and every discrete allegation contained in Paragraph #15 of the Complaint;

16.) That in further response to the infamous, ill-considered and false allegations in the Complaint attacking your answering Defendant’s eligibility to be a candidate for the Battlefield District seat on the Spotsylvania County School Board your answering Defendant hereby and herewith adopts and incorporates herewith by reference thereto, as if set out in full, the 24 September 2025 *DECLARATION OF JEREMIAH SIMS*, a true xerographic copy of which is attached hereto, qua “Exhibit ‘A’”; and your answering Defendant likewise adopts and

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<sup>3</sup> A copy of said Lease Agreement, which was executed on 27 January 2025, is attached, qua “Exhibit ‘A-1’”, to the attached *Declaration of Jeremiah Sims*, which is attached hereto qua “Exhibit ‘A’”.

incorporates by reference thereto, as if set out in full, the 24 September 2025 *DECLARATION OF JANICE BOLES*, a true xerographic copy of which is attached hereto, *qua* "Exhibit 'B'";

17.) That, for informational purposes, your answering Defendant further represents that, on or about 1 October 2025, he will relocate from his current address, *viz.*, 6100 North Danford Street, Fredericksburg, Virginia 22407, to 6004 Oakton Beech Lane, Fredericksburg, Virginia 22407, an address which also is situated within the metes and bounds of the Battlefield District, as he has executed on 18 September 2025 a one year lease agreement with the owner of said latter property, *viz.*, Luz Esperanza Thrasher; &

18.) That your answering Defendant denies that your Plaintiff is entitled to any relief whatsoever from this Honorable Court, much less the relief sought in "COUNT I" of the Complaint (for Declaratory Judgement) as well as "COUNT II" of the Complaint (for a Petition of Mandamus).

WHEREFORE, and for the foregoing reasons, your answering Defendant, James Edward King, D.Div., hereby and herewith prays that the Complaint be dismissed with prejudice and that your Plaintiff, *viz.*, Nicholas Christopher Potts be sanctioned with reasonable attorney's fees, and costs expended, pursuant to § 8.01-271.1 of the Code of Virginia, as amended, for having signed and filed a frivolous Complaint containing multiple false allegations for the improper purpose of disparaging your answering Defendant, with the intent of damaging the prospects for his candidacy to enter public service by attaining election to the Spotsylvania School Board, and your answering defendant concomitantly requests such other and further relief as may be just and fitting under the existent circumstances.

Dated: 26 September 2025

Respectfully submitted,

  
**JOSEPH PETER DRENNAN**

218 North Lee Street  
Third Floor

Alexandria, Virginia 22314

Telephone: (703) 519-3773

Telecopier: (703) 548-4399

E-mail: [joseph@josephpeterdrennan.com](mailto:joseph@josephpeterdrennan.com)

Virginia State Bar No. 23894

Attorney and Counsellor for

James Edward King, D.Div.

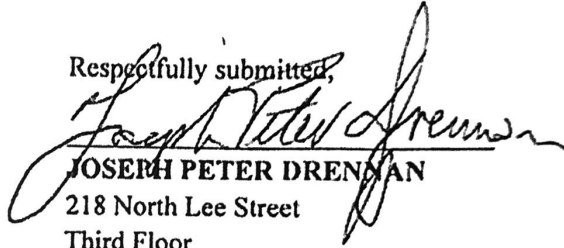


### CERTIFICATE OF SERVICE

I, Joseph Peter Drennan, undersigned, hereby and herewith certify that, on this 26 th day of September, 2025, a true xerographic copy of the foregoing was despatched by carriage of First Class Mail, through the United States Postal Service, enshrouded in a suitable wrapper, with proper postage affixed thereto, unto the following parties to the instant litigation, viz.:

Kellie E. Acors, Director of Elections/General Registrar for Spotsylvania County  
9104 Courthouse Road  
Spotsylvania, Virginia 22553-1902;  
Dr. John M. O'Bannon III, Chairman of the State Board of Elections  
Virginia Department of Elections  
1100 Bank Street, First Floor  
Richmond, Virginia 23219-3602; &  
Nicholas Christopher Potts  
7 Trotter Circle  
Fredericksburg, Virginia 22407-1481.

Respectfully submitted,

  
**JOSEPH PETER DRENNAN**  
218 North Lee Street  
Third Floor

Alexandria, Virginia 22314  
Telephone: (703) 519-3773  
Telecopier: (703) 548-4399  
E-mail: [joseph@josephpeterdrennan.com](mailto:joseph@josephpeterdrennan.com)  
Virginia State Bar No. 23894

### VERIFICATION

I, James Edward King, D.Div., undersigned, hereby declare as follows, viz.:

- i.) That I am a named Defendant in respect of the above-encaptioned cause;
- ii.) That I have read the foregoing *VERIFIED ANSWER OF JAMES EDWARD KING*, am fully familiar with the subject matter contained in said pleading and hereby verify that all of the averments contained in the said *VERIFIED ANSWER OF JAMES EDWARD KING* are accurate, true and correct, to the best of my belief, information and knowledge; &
- iii.) That, accordingly, I hereby declare under the penalty of perjury, under the laws of the United States of America and the Commonwealth of Virginia, that the contents of the foregoing *VERIFIED ANSWER OF JAMES EDWARD KING* are accurate, true and correct to the best of my belief, information and knowledge.

Dated

9/26/2025

  
**JAMES EDWARD KING, D.Div.**

## **EXHIBIT "A"**

Exhibit "A"

VIRGINIA:

IN THE CIRCUIT COURT OF SPOTSYLVANIA COUNTY

*In re:* :  
NICHOLAS CHRISTOPHER POTTS, :  
Plaintiff, :  
versus : Case No.: CL 25-3693  
JAMES EDWARD KING, *et alii*, :  
Defendants. :

**DECLARATION OF JEREMIAH SIMS**

I, Jeremiah Sims, undersigned, hereby and herewith declare, depose and say as follows:

- 1.) That I am a competent adult individual and citizen of the United States of America, domiciled in the Commonwealth of Virginia, in Spotsylvania County, where I reside in the home that I own at 6100 North Danforth Street, Fredericksburg, Virginia 22407, where I have so resided since May of 1996;
- 2.) That, following a 34 year career as a civilian computer science and systems engineer with the United States Navy, I retired in December of 2021, and have remained retired since that date;
- 3.) That I have known Pastor James Edward King, who is a defendant in respect of the above-referenced action, for some 23 years, *i.e.*, ever since my son and Pastor King's son played tee-ball on a team in Spotsylvania County coached by Pastor King and have remained friends ever since;
- 4.) That, since January 15, 2025, I have rented a bedroom to Pastor King at my aforesaid 6100 North Danforth Street, Fredericksburg, Virginia 22407 address, on a month to month basis, which tenancy is memorialized by a fully executed "VIRGINIA RESIDENTIAL LEASE AGREEMENT," executed by me, Jeremiah Sims, on January 15, 2025, and by Pastor King on January 27, 2025; attached hereto, and incorporated herewith by reference thereto, as if set out in full, as "Exhibit 'A-1'", is a true copy of the subject lease agreement;
- 5.) That, I can and do verify that Pastor King presently resides at my home, as referenced above, and that he has so resided there since the end of January, 2025, as, among other factors, I regularly see him staying there when I am home, coupled with the fact that Pastor King receives mail addressed to him at my home address; in addition, since I have been out of country, since September 4, 2025, on a trip to Costa Rica with my son, and have only just returned to the United States (I am presently visiting my son in Atlanta, Georgia), Pastor King has been

collecting my mail at our home address and reports regularly to me as to my accumulating postal mail;

6.) That I have recently been informed by Pastor King that he has executed a lease to rent a nearby home at 6004 Oakton Beech Lane, Fredericksburg, Virginia 22407;

7.) That I have also recently been informed by a neighbor who lives across the street from my subject home, that while I have been away on my aforesaid trip to Costa Rica with my son, a man whom is believed to be Nick Ignacio was observed driving onto my property, in a white pickup truck, and leaving a business card up of some sort at the front door, which card was later retrieved by Pastor King; according to my said neighbor, the said Nick Ignacio thereupon approached the neighbor and propounded a series of questions concerning my home, all of which the neighbor declined to answer;

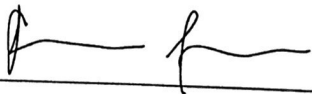
8.) That the aforesaid uninvited visit to my home by Nick Ignacio alarmed me such that I directed Pastor King to place a "No Trespassing" sign in my front yard, and I understand that Pastor King has honored that request;

9.) That I, Jeremiah Sims, the undersigned Declarant, give this Declaration freely and of my own volition, upon the invitation of Joseph Peter Drennan, Esquire, whom I know to be Pastor King's counsel in respect of the subject matter; &

10.) That, further, I, the Declarant, Sayeth Not!

I, Jeremiah Sims, of Virginia, undersigned, hereby and herewith declare, under the penalty of perjury that the foregoing is accurate, true and correct, upon my own belief, information and knowledge.

Executed on: 9/24/25

  
\_\_\_\_\_  
JEREMIAH SIMS, Declarant

**EXHIBIT "A-1"**

*Exhibit "A-1"*

# VIRGINIA RESIDENTIAL LEASE AGREEMENT

1. **THE PARTIES.** This Residential Lease Agreement ("Agreement") made on the undersigned date is between:

Landlord's Name: Jeremiah Sims

Mailing Address: \_\_\_\_\_

Tenant's Name: James E King

2. **PROPERTY.**

Property Address: 6100 N Danford St, Fredericksburg, Virginia, 22407

Residence Type: Apartment

Bedroom(s): 1 Bathroom(s): 1

3. **FURNITURE.**

Furnished Areas: bathroom(s), bedroom(s), dining room, kitchen, living room, and  
\_\_\_\_\_

4. **APPLIANCES.**

Appliances Included: air conditioner(s), dishwasher, microwave, heating units, refrigerator, smoke detectors, stove/oven, washer, dryer,

5. **RENT.**

Monthly Rent: \$1.00

Due Date: 15th day of each month.

Acceptable Payment Methods:

-Cash

6. **TERM.**

This Agreement is a month-to-month lease with a start date of January 15 2025 and terminates upon either the Landlord or Tenant providing written notice of at least 30 days or the minimum statutory period required under Governing Law, whichever is greater.

7. **EARLY MOVE-IN.**

The Tenant is not permitted to move into the Property before the Start Date.

8. **SECURITY DEPOSIT.**

No security deposit is required as part of this Agreement.

9. **PRE-PAYMENT OF RENT.**

The Tenant is not required to pre-pay rent other than the 1st month's rent amount which is due at the signing of this Agreement.

#### **10. LATE RENT.**

If Rent is paid after the due date, the Tenant will not be charged a late fee. However, this will not infringe on the Landlord's right to begin eviction proceedings with the local court.

#### **11. NSF FEE.**

No fee shall be charged to the Tenant for any check not honored by the Landlord's financial institution due to non-sufficient funds (NSF), a stop payment, or any other reason.

#### **12. PARKING.**

1 parking space(s) is/are provided to the Tenant by the Landlord for no fee.

#### **13. UTILITIES & SERVICES.**

The Landlord is responsible for the following utilities and services: All utilities included

All other utilities and services are the responsibility of the Tenant.

#### **14. PETS**

No pets are allowed on the Property except for animals legally recognized as service animals under applicable laws or those designated as emotional support animals by a licensed medical professional. All service and emotional support animals must comply with any applicable regulations and must be registered with the Landlord prior to or during the Term.

#### **15. MOVE-IN INSPECTION.**

No move-in inspection is required to be completed as part of this Agreement. If a move-in inspection is conducted, it shall be recognized as valid if completed and signed by both the Landlord and Tenant.

#### **16. SMOKING POLICY.**

Smoking is not permitted anywhere on the Property. This includes, but is not limited to, the use of tobacco or marijuana products, whether through smoking, vaping, or any other traditional or non-traditional methods. The Landlord will strictly enforce any violation of this section.

#### **17. RENTERS INSURANCE.**

The Tenant is not legally obligated to obtain or maintain renters insurance as part of this Agreement. However, the Tenant can obtain such insurance for their own benefit.

#### **18. SUBLETTING.**

The Tenant shall not have the right to sublet the Property or any part thereof without the prior written consent of the Landlord. If consent is granted by the Landlord, the Tenant shall be responsible for all actions and liabilities of the subtenant, including but not limited to any damage to the Property, non-payment of rent, eviction

procedures, and any other liability related to the Property. In the event of an eviction, the Tenant shall be responsible for all court filing fees, legal representation, and any other liabilities in connection with removing the subtenant. The express written consent from the Landlord for one sublet agreement shall not authorize consent for any subsequent sublet agreements, and in such case, the Tenant must seek consent from the Landlord for the subsequent sublet agreement.

## 19. NOTICES.

If notice is sent by either Party, it shall be sent to:

**Landlord**

Landlord's Name: Jeremiah Sims

Mailing Address: \_\_\_\_\_

**Tenant**

Tenant's Name: James E King

Mailing Address: 6100 N Danford St, Fredericksburg, Virginia, 22407

## 20. AUTHORIZED PERSONS.

Unless the Landlord gives written, electronic, or verbal communication to the Tenant, there are no other persons allowed on or in the Property.

## 21. LEAD-BASED PAINT DISCLOSURE.

The Property was constructed after January 1, 1978. Therefore, no disclosure forms are needed regarding the existence or potential hazards of lead-based paint on the Property.

## 22. DEFINITIONS. The terms mentioned in this Agreement are defined below:

- a.) Abandonment. If the Tenant vacates or abandons the Property for a period of up to seven days without informing the Landlord, the Tenant will be considered in default of this Agreement. If the Landlord believes the Tenant has vacated and abandoned the Property, the Landlord is entitled to inspect the Property by providing 24 hours' notice or the timeframe required under Governing Law, whichever is greater.
- b.) Access. Upon the start of the Proration Period or the Term, whichever is earlier, the Landlord agrees to provide entry to the Tenant in the form of keys, fobs, cards, or any type of keyless access to the Property and any shared Common Areas. Access to the Property shall be given after the successful payment and receipt of the amounts required at the execution of this Agreement.
- c.) Additional Occupants. Also referred to simply as "Occupants," these are individuals who have a legal right to reside on the Property under the Tenant. The Tenant agrees to bear any and all responsibility and liability for any actions caused, directly or indirectly, by an Occupant.
- d.) Disclosures. The Disclosures mentioned in this Agreement, whether or not they are attached, are accepted, acknowledged, and understood by the Tenant upon executing this Agreement.
- e.) Early Move-In. If the Tenant is permitted an Early Move-In, and any pro-rated rent is required to be paid, such payment must be made by the Tenant at the execution of this Agreement. If applicable and selected in Section 7, this Early Move-In period shall be protected under the same rights as the Term of this Agreement.



- f.) Furnishings and Appliances. The Tenant understands that the Furnishings and Appliances mentioned herein are under the Landlord's ownership and must be returned in the same condition as at the start of the Term.
- g.) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Property is located.
- h.) Guests. Individuals who are not named as the Tenant or an Occupant and are invited into the Property on behalf of the Tenant. Guests are permitted to stay on the Property for a period of no more than 48 hours.
- i.) Late Fee. The Late Fee accumulates in accordance with the terms mentioned herein and the Governing Law, abiding by any statutory grace periods that may exist. Rent is considered late if not paid on the due date mentioned herein.
- j.) Move-In Inspection. A Move-In Inspection, if required under this Agreement or Governing Law, shall be to protect the liability of the Tenant and the Security Deposit. Both Parties must write the Property's condition at the start and the end of the Term.
- k.) NSF Fee. If a Non-Sufficient Funds (NSF) Fee is mentioned herein, the amount charged, or the maximum allowed under Governing Law, whichever is greater.
- l.) Parking. Any Parking provided by the Landlord shall be at the Tenant's discretion. The Landlord is not responsible for any damage, property loss, or liability that may occur to the Tenant's vehicle.
- m.) Pets. If any property repairs, odor removal, or other maintenance is required due to the Tenant's Pets, the costs shall be deducted from the Pet Fee or Security Deposit with an itemized list disclosed to the Tenant.
- n.) Pre-Payment of Rent. If applicable, the Pre-Payment of Rent is applied to the dates mentioned herein, the Pre-Payment Period, and cannot be applied to any other timeframe. The Pre-Payment of Rent is non-refundable. Therefore, if the Tenant defaults on the terms of this Agreement and is terminated by the Landlord, they shall not be entitled to a refund of the Pre-Payment of Rent.
- o.) Party or Parties. Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."
- p.) Property. The Property is the residential space permitted to be occupied by the Tenant and Occupants.
- q.) Rent. The first payment of Rent shall be due at the execution of this Agreement. All subsequent Rent payments shall be made on the due date in accordance with the payment instructions set forth under Section 5.
- r.) Renters Insurance. The Tenant agrees to maintain Renters Insurance, in accordance with the minimum liability amounts, for the duration of the Term. It must provide coverage for personal property loss or damage and liability coverage for bodily injury or property damage caused by the Tenant, their guests, or any person affiliated with the Tenant.
- i.) Proof of Insurance. The Tenant shall provide the Landlord with a copy of the Renters Insurance policy declaration page or a certificate of insurance prior to the commencement of the Term and upon any renewal or change of the policy. The Tenant must also provide proof of insurance within 10 days of any written request by the Landlord as a requirement under this Agreement.
- ii.) Policy Maintenance. The Tenant agrees to maintain the Renters Insurance policy in full force and effect for the duration of the Term and any renewals thereof. Failure to maintain the required insurance constitutes a breach of this Agreement and may result in termination of tenancy and eviction under local housing laws.
- iii.) Landlord's Insurance. Tenant acknowledges that the Landlord's insurance does not cover the Tenant's personal property or liability. The Renter's Insurance is solely for the benefit of the Tenant.
- iv.) Subrogation Waiver. The Renter's Insurance policy shall include a waiver of subrogation clause in favor of the Landlord, meaning the insurance company of the Renter's Insurance cannot seek recovery from the Landlord for any claims paid under the Renter's Insurance.

s.) Security Deposit. The Security Deposit is paid by the Tenant to the Landlord at the execution of this Agreement under the following terms:

i.) Payment. Payment of the Security Deposit must be made at the execution of this Agreement.

ii.) Returning to Tenant. The Security Deposit will be returned to the Tenant in accordance with the timeframe mentioned or Governing Law, whichever is greater. The timeframe shall start upon the Tenant's delivery of possession to the Landlord at the end of the Term.

iii.) Receipt. If required under Governing Law, the Landlord must provide a receipt for the payment of a Security Deposit.

iv.) Separate Bank Account. If required under Governing Law, the Security Deposit is required to be placed in a separate bank account.

t.) Smoking Policy. Smoking, under this Agreement, is defined as using a 3rd party device to inhale plant-based or non-plant-based substances. This includes vaping or the inhaling of any vapor-like products.

u.) Term. The Term shall be when the Tenant and any Occupants are permitted to reside on the Property.

i.) Standard Lease. If a standard lease is selected in Section 6, and the Landlord does not renew this Agreement by its end date, the Tenant must vacate and deliver possession to the Property by midnight (12:00) local time on the last day of the Term.

ii.) Month-to-Month Lease. If a month-to-month lease is selected in Section 6, either Party may terminate this Agreement by using the Termination Period mentioned or the minimum required under Governing Law, whichever is greater.

v.) Utilities & Services. The Tenant is responsible for any Utilities & Services not mentioned as the Landlord's responsibility.

w.) Violation of this Agreement. If the Tenant violates this Agreement, and more than one individual is named as a Tenant, they shall jointly be liable for all obligations under this Agreement, including but not limited to Rent, damage to the Property, outstanding utility bills, and any other liability.

## 23. MISCELLANEOUS TERMS.

### a.) Active Military.

i.) Right to Terminate. Under the Servicemembers Civil Relief Act, the Tenant has the right to terminate this Agreement under the following conditions:

1.) Permanent Change of Station. If the Tenant's station is moved by 50 miles or more from the Property; or

2.) Deployment. If the Tenant is deployed with a military unit for a period of not less than 90 days.

ii.) Notice. For the Tenant to exercise termination under this section, written notice of termination and a copy of the official orders or a verification signed by the Tenant's commanding officer shall suffice.

iii.) Termination Effective Date. Under such termination, it shall be made effective 30 days after the first date on which the next rental payment is due after the notice of termination is delivered to the Landlord. No penalties or fees for early termination shall be charged to the Tenant.

However, the Tenant is responsible for all Rent payments prior to the termination date.

iv.) Security Deposit. Upon such termination, the Landlord shall return the amount paid by the Tenant as a Security Deposit in accordance with this Agreement.

b.) Alterations. The Tenant is not allowed to alter, modify, or change the Property in any manner.

c.) Compliance with Local Laws. The Tenant agrees, during the Term, to adhere to all local, State, and Federal laws regarding any ordinances, orders, rules, and regulations.

d.) Delivery and Possession. To the best of their knowledge, the Landlord declares that they will deliver possession of the Property in a habitable condition with all utilities and services in working order. This includes being free of any pests, mold, leaks, or repairs needed that could affect the Tenant's living standards.

- i.) Returning to Landlord. Upon the termination of this Agreement, the Tenant shall be obligated to return the Property in the same or similar condition upon moving out, wear and tear excepted.
- e.) Dispute Resolution. Should a dispute arise from this Agreement, the Parties agree to attempt an amicable resolution. If unresolved, disputes shall be settled by binding arbitration within the Governing Law, following the rules of a mutually agreed-upon arbitration association. The prevailing Party may recover reasonable attorney fees. This Agreement is governed by the Governing Law.
- f.) Equal Housing. If the Tenant possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Property unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairments of the Tenant are encouraged to be provided and presented to the Landlord in writing to seek the most appropriate solution for providing modifications to the Property.
- g.) Indemnification. The Tenant shall indemnify and hold the Landlord harmless against all losses, damages, liabilities, claims, and expenses (including attorney's fees) incurred by the Landlord arising out of or related to the Tenant's use or occupancy of the Property, except to the extent caused by the gross negligence or willful misconduct of the Landlord. This indemnification will survive the termination of this Agreement.
- h.) Maintenance. Any maintenance required to maintain the Property's condition of habitability shall be the Landlord's responsibility, provided that it is not the result of the Tenant's negligence.
- i.) Occupancy. Within 48 hours of the Tenant's occupancy in the Property, they accept that the Property is in working order and in a habitable condition.
- j.) Right of Entry. The Landlord shall have the right to enter the Property, in accordance with Governing law or by providing 24 hours' notice, whichever is greater, for the following reasons:
- i.) Maintenance and repairs;
  - ii.) Inspections;
  - iii.) Property showings;
  - iv.) Lease violations;
  - v.) Emergencies; or
  - vi.) Per local, State, or Federal laws.
- k.) Right of Quiet Enjoyment. Both Parties shall have the right to quiet enjoyment of the Property, which shall not be infringed upon.
- i.) Tenant's Right. The Tenant has the right to enjoy the Property without disruptive interference from the Landlord or other tenants. Any other disturbance outside the Landlord's power to mitigate shall be the responsibility of the Tenant to report to the appropriate authorities and cooperate with the Landlord in any reasonable measures to resolve the issue.
  - ii.) Landlord's Right. The Landlord and any other surrounding tenants have the right to enjoy the Property without disruptive interference by the Tenant. A violation of this section by the Tenant shall be considered a breach of this Agreement.
- l.) Sale of Property. Upon the sale of the Property, the Landlord shall forward the new owner's contact information, and this Agreement shall be assigned to the Landlord accordingly. This Agreement shall continue in the event of a sale.
- m.) Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- n.) Subletting. If Subletting is allowed, the Tenant acknowledges that any subtenants must follow this Agreement and cannot occupy the Property longer than the Term. The Tenant accepts that any damage to the Property or any efforts to remove a sub-tenant shall be their sole responsibility. Furthermore, if a sub-tenant refuses to vacate the Property at the end of the Term, the Tenant shall be responsible for removing the subtenant and any loss of Rent of the Landlord.

## 24. DEFAULT.

a.) Tenant's Default. A default by the Tenant shall occur if the Tenant fails to pay Rent or any other payment required by this Agreement the day after it is due, including any grace periods provided under Governing Law. Default shall also occur if the Tenant violates any other term or condition of this Agreement and fails to cure such violation within 5 days after receiving written notice of the violation from the Landlord, or the notice period as required under Governing Law, whichever is greater. Upon default, the Landlord may exercise any remedy available under this Agreement or Governing Law, including but not limited to the termination of this Agreement, repossession of the Property, and initiation of legal proceedings to recover unpaid Rent and other claimed damages.

b.) Landlord's Default. A default by the Landlord shall occur if the Landlord fails to perform any of its obligations under this Agreement, and such failure continues for 10 days after the Tenant gives the Landlord written notice of such failure. Upon default, the Tenant may exercise any remedy available under this Agreement or applicable law, including but not limited to the right to terminate this Agreement, deduct the cost of repairs from future rent payments, and/or seek damages or specific performance through legal action.

c.) Notice of Default. Any notice required under this section shall be given in writing and shall be deemed sufficiently given if delivered in person or sent by registered or certified mail, return receipt requested, to the other Party at the address set forth in this Agreement or to such other address as either Party may have provided by written notice.

## 25. PROHIBITED ACTIONS.

a.) Assignment. The Tenant has no rights to assign this Agreement to any other party unless written approval has been granted by the Landlord. The Landlord is prohibited from assigning this Agreement unless there is a change of Property ownership.

b.) Hazardous Materials. The Tenant agrees not to possess, store, or use any items or substances with flammable or explosive characteristics on the Property, including but not limited to gasoline, compressed gases, kerosene, motor oil, fireworks, or any other substances deemed ignitable or hazardous.

c.) Illegal Activity. The Tenant agrees to comply with all applicable laws, ordinances, and regulations. The Tenant, their Guests, and any other Occupant shall not engage in any illegal activities anywhere on the Property, including but not limited to the leased premises, Common Areas, Parking, and surrounding property. This prohibition extends to all illegal activities, including but not limited to the manufacture, sale, distribution, use, or possession of illegal substances, theft, and violent behavior. Any violation of this clause constitutes a material breach of this Agreement and grounds for immediate termination of tenancy and eviction. Additionally, the Tenant shall be held liable for any damages resulting from such illegal activities, including but not limited to repairs, legal fees, loss of rent, and any other expenses incurred by the Landlord due to the Tenant's illegal activities.

d.) Residential Use Only. The Tenant agrees to use the Property for residential purposes only. The Landlord must grant written approval if the Tenant uses the Property for any other purpose.

e.) Waterbeds. The Tenant is prohibited from using any type of bed, mattress, or sleeping aid containing any type of liquid.

## 26. NO CO-SIGNER.

There is no co-signer to this Agreement, who is an individual other than the Tenant that personally guarantees the successful performance of this Agreement.

## 27. ADDITIONAL TERMS & CONDITIONS.

### Confidentiality

Both Landlord and Tenant agree to keep the terms of this Lease, and any personal, financial, or other private information shared between them, strictly confidential. Disclosure is only allowed with written consent of the other party, to professional advisors who must keep it confidential, or if required by law or court order.

**Privacy**

Landlord and Tenant agree to respect each other's privacy. Neither party shall interfere with the other's personal life, home environment, or lawful activities, except as reasonably necessary to carry out the terms of this Lease or as required by law.

**28. ENTIRE AGREEMENT.**

This Agreement constitutes the entire understanding between the Parties with regard to the subjects herein. It includes any attachments or addenda and supersedes all prior negotiations, understandings, and agreements among the Parties. Both Landlord and Tenant hereby acknowledge and agree to be bound by the terms and conditions set forth until the expiration or earlier termination of the Term.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. Each Party warrants that they have the legal authority to enter into this Agreement and have done so as their free act and deed.

**Landlord's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Print Name: Jeremiah Sims

**Tenant's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Print Name: James E King

## AMOUNT DUE AT SIGNING

First (1<sup>st</sup>) Month's Rent: \$1.00

Parking Fee: \$

# VIRGINIA LEASE DISCLOSURES

- 1.) **Lead-Based Paint Disclosure & EPA Pamphlet (conditional).** The Landlord of a building constructed before 1978 must provide certain notices to the Tenant to disclose the possible existence of lead-based paint hazards on the Property.
- 2.) **Statement of Tenant Rights and Responsibilities.** Within 10 business days of this Agreement's effective date, the Landlord must provide the Tenant a copy of this signed Agreement and a Statement of the Tenant's Rights and Responsibilities published by the Virginia Dept. of Housing and Community Development.
- 3.) **Defective Drywall.** If the Landlord is aware of any defective drywall on the Property, this must be disclosed to the Tenant. To the best of the Landlord's knowledge, there is no defective drywall on the Property.
- 4.) **Methamphetamines Disclosure.** If the Landlord is aware that the Property was used to manufacture methamphetamines and the Property was not cleaned and remediated in accordance with Virginia law, the Tenant must be made aware. The Landlord acknowledges that the Property was either not used to manufacture methamphetamines, or if it was, it was cleaned properly in accordance with State law.
- 5.) **Military (Air) Zone Disclosure.** If the Property is located in a military air installation and is considered to be in a noise or accident zone (as defined by local zoning maps), this must be disclosed to the Tenant. The Landlord acknowledges that the Property is not located in a locality with a military air installation.
- 6.) **Move-In Condition Checklist.** Within five days of tenancy, the Landlord must provide a written report to the Tenant itemizing any current damage or repairs needed on the Property.
- 7.) **Mold Disclosure.** Under Virginia law, the Landlord must disclose whether or not there is visible evidence of mold on the Property. The Landlord hereby acknowledges that there is no visible mold on the Property. If there is visible mold discovered by the Tenant, they shall have 5 business days to report to the Landlord to be remediated.
- 8.) **Electronic Notices.** During the Term, the Landlord has the right, by making such disclosure in this Agreement, to send notices to the Tenant by electronic communication. The Landlord hereby requests to make electronic communication for any notice in relation to this Agreement. Under Virginia law, the Tenant has the right to request notices also be made in paper form by making a request to the Landlord.
- 9.) **Ratio Utility Billing.** If the Landlord uses submetering equipment or a ratio billing method on the Property, this must be disclosed in this Agreement. Unless otherwise mentioned in this Agreement, the Landlord does not engage in a ratio utility billing as defined under Virginia law.

## **EXHIBIT "B"**



Exhibit "B"

VIRGINIA:

IN THE CIRCUIT COURT OF SPOTSYLVANIA COUNTY

*In re:* :  
NICHOLAS CHRISTOPHER POTTS, :  
Plaintiff, :  
versus : Case No.: CL 25-3693  
JAMES EDWARD KING, *et alii*, :  
Defendants. :

**DECLARATION OF JANICE BOLES**

I, Janice Boles, undersigned, hereby and herewith declare, depose and say as follows:

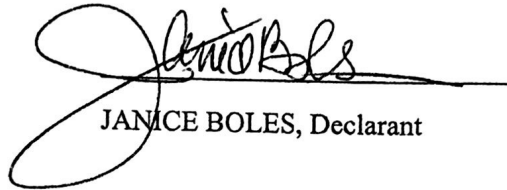
- 1.) That I am a competent adult individual and citizen of the United States of America, domiciled in the Commonwealth of Virginia, and residing in Spotsylvania County;
- 2.) That I am licensed real estate agent maintaining my office address in the City of Fredericksburg, Virginia, at 415 Wolfe Street;
- 3.) That my husband and I are the owners in fee of a certain residential rental property located at 11513 Turning Leaf Court, Spotsylvania, Virginia 22551;
- 4.) That, on November 1, 2020, James Edward King, who is listed as a defendant in respect of the above-captioned matter, ratified a rental lease agreement with my husband and me respecting the aforesaid 11513 Turning Leaf Court property, which became a month to month residential tenancy which ended in January of 2025, with James Edward King having paid the agreed monthly rent on the subject property through January of 2025, at which point he moved out from the subject property;
- 5.) That, with my husband and my permission, James Edward King has been allowed temporarily to keep some personal furnishings in storage, at the subject property which remains unlet and unoccupied as certain exterior repairs to the property have been made;
- 6.) That until I was contacted earlier this week by Joseph Peter Drennan, Esquire, whom I understand to be counsel to James Edward King, to my knowledge, no one has contacted either my husband or me within the last year respecting the status of his tenancy respecting the subject property;
- 7.) That I, Janice Boles, the undersigned Declarant, give this Declaration freely and of my own volition, upon the invitation of Joseph Peter Drennan, Esquire, whom I know to be James Edward King's counsel in respect of the subject matter; &

8.) That, further, I, Janice Boles, the Declarant, Sayeth Not!

I, Janice Boles, of Virginia, undersigned, hereby and herewith declare, under the penalty of perjury that the foregoing is accurate, true and correct, upon my own belief, information and knowledge.

Executed on:

9-24-2025



JANICE BOLES, Declarant