

Deed of Lease

This DEED OF LEASE (the "Lease") is dated the 18th day of April, 2007, between the COUNTY OF APPOMATTOX, a Political subdivision of the Commonwealth of Virginia, as Grantor ("Landlord"), and the COMMONWEALTH OF VIRGINIA, CENTRAL VIRGINIA COMMUNITY COLLEGE, ON BEHALF OF THE STATE BOARD FOR COMMUNITY COLLEGES, as Grantee ("Tenant"), pursuant to Sections 2.2-1149 and 23-38.88 of the Code of Virginia (1950), as amended.

WITNESSETH

1. **PREMISES.** For and in consideration of the terms, conditions, covenants, promises and agreements herein made, Landlord leases to Tenant the following property or premises (the "Premises"), together with full rights of ingress and egress, in the City/County of Appomattox, Virginia. The Premises are more particularly described as:

Approximately 4,590 square feet of space known as 136 Carver Lane in the Carver-Price Educational Complex, Appomattox, Virginia, including 28 regular parking spaces and 2 handicapped parking spaces.

A sketch of the floor plan of the Premises is attached hereto as Exhibit A.

2. **USE OF PREMISES.** The Premises are to be used and occupied by Tenant for Workforce Development Training or for such purpose or purposes as Tenant may now or hereafter be empowered or authorized by law to use same.
3. **TERM.**
 - (a) The initial term of this Lease (the "Initial Term") shall be Ten (10) year(s), beginning on June 1, 2007 (the "Commencement Date"), and terminating on May 31, 2017 (the "Termination Date").
 - (b) Landlord warrants that Landlord alone, at the time this Lease is executed, has the right to lease the Premises, without the consent of any other party. It is expressly understood and agreed that this covenant by the Landlord constitutes a warrant. If Landlord does not have this right, then Tenant, in addition to any other remedy available at law or in equity, may immediately declare this Lease null and void from its inception and of no force and effect, without notice. In such event, no rent shall accrue or be deemed to have accrued for the term of this Lease, or for any part of the term.
4. **RENT.**
 - (a) Tenant shall pay Landlord the sum of Four Hundred Thirteen Thousand One Hundred and 00/100 Dollars (\$413,100.00) as rent (the "Rent") for the Initial

Term which shall be paid in arrears, in installments of Three Thousand Four Hundred Forty Two and 50/100 (\$3,442.50), at the end of each month. Rent is due and payable beginning on July 1, 2007, and each month thereafter for the Initial Term, including any renewal or extension thereof. The payment of all Rent shall be made payable to **County of Appomattox** and mailed to:

County Administration Attn: John Spencer
P.O. Box 863
Appomattox, VA 24522

or to such other person or entity or at such other address as Landlord may designate from time to time by written notice to Tenant.

5. **POSSESSION AND CONDITION OF PREMISES.**

- (a) Landlord shall deliver quiet possession of the Premises to Tenant on the Commencement Date and shall provide quiet enjoyment of the Premises to Tenant during the Initial Term, and any renewals or extensions thereof.
- (b) On the Commencement Date, Landlord shall deliver the Premises to Tenant in good repair and in a condition suitable to the use for which it is leased.
- (c) Landlord, and its employees, agents and contractors, shall have the right to enter and pass through any part of the Premises, without prior notice, only in the case of an emergency. If Landlord, or Landlord's employees, agents or contractors, must enter the Premises in the case of an emergency, then as soon as practicable before or after such emergency entrance, Landlord, or Landlord's agent, shall contact Stan Shoun, Vice President for Workforce Development (Telephone # 434 832-7610).
- (d) (i)The parties hereto understand that the Premises are only a portion of a building known as the Carver-Price Educational Complex and the primary means of access thereto is by separate and distinct entrance/exit and that the rest of the building is separated by fire-rated walls and is not a part of the demised Premises. The landlord covenants that (ii) the demised premises portion of the said building has been inspected by an asbestos inspector licensed by the Virginia Department of Professional and Occupational Regulation and that said Premises are free of friable asbestos that is not managed under a management plan prepared by an Asbestos Management Planner licensed by the Virginia Department of Professional and Occupational Regulation; and (iii) any friable asbestos discovered on the Premises shall be promptly and properly removed by Landlord, as Landlord's sole expenses, in compliance with applicable federal, and state and local laws and regulations, provided that, if the asbestos was introduced into the Premises by Tenant, the cost of removal thereof shall be tenant's expense.

6. **MAINTENANCE.**

- (a) Landlord warrants that on the Commencement Date, the Premises and all its equipment, including the plumbing, heating, ventilation and air conditioning equipment and systems shall be in good repair and good working order.
- (b) Landlord shall equip the Premises and perform all alterations, replacements, improvements, decontamination, and additions to the Premises and the equipment upon the Premises, at Landlord's expense, as shall be necessary at any time during the Initial Term of this Lease, or any extension or renewal thereof, to comply with the provisions of Federal, State and local laws and regulations pertaining to health, safety, public welfare, and environmental protection, including laws and regulations pertaining to asbestos, carbon monoxide, polychlorinated biphenyls, urea formaldehyde, lead paint, radon, petroleum product storage tanks, and freon, regardless of the effective date of law or regulation unless the Premises are grandfathered from such laws or regulations. This subsection shall not apply if the necessity for compliance with these laws arises from a grossly negligent or willful act of Tenant or its employees and Tenant is found by a court of competent jurisdiction to be liable for such acts under the Virginia Tort Claims Act.
- (c) It shall be the sole responsibility and obligation of Landlord, at its expense and in accordance with applicable laws, technical publications, manuals and standard procedures, to (i) properly maintain, repair and replace all the structural portions of the Premises, including foundation, sub-floor, structural walls and roof, as well as to keep the Premises and all equipment and non-trade fixtures in good working order and to perform any required repairs, replacement and maintenance, and (ii) keep all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the Premises in good repair, condition and working order. All equipment and systems shall be maintained to provide reliable, energy efficient service, without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. As used herein, the word "repair" shall be deemed to include replacement of broken or cracked glass.
- (d) All other necessary or required maintenance, repairs and replacements to the Premises and common areas shall be the sole responsibility and expense of Landlord. Landlord's maintenance responsibilities shall include the supply and replacement of all supplies, materials and equipment necessary for such maintenance.
- (e) Landlord shall not be obligated to make any repairs to the Premises due to damage caused by the grossly negligent or willful acts of Tenant, or its agents, employees, or contractors.

- (f) If Landlord fails to keep, repair and maintain the Premises and all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the Premises in good repair, condition and working order as provided in this Section, then Tenant, at its option, may either immediately terminate this Lease and all obligations hereunder, or proceed to make, or cause to be made, such upkeep, repair and maintenance, at Landlord's expense. Tenant may deduct the cost thus incurred in fulfilling the Landlord's obligations under this Lease from future Rent payments and/or may collect the cost from Landlord in any manner provided by law. Furthermore, Tenant shall be entitled to deduct from the rent, or any installment thereof, the per diem rental for each day that the Premises are rendered unsuitable for use as a result of the breakdown or malfunction of any equipment which Landlord has herein agreed to keep, repair, and maintain; provided, however, that this deduction from the Rent shall not commence until the first day after Landlord has been given notice (which may be oral) of the breakdown or malfunction. No notice of termination shall be given under this Section if Landlord has physically commenced such repairs or is causing such repairs to be made, and such repair work is being diligently and continuously pursued to completion in a good and workmanlike manner.
- (g) When and as snow and/or ice removal become necessary, Landlord shall promptly remove all snow and ice from all walkways, loading areas, common areas, and parking areas.

7. DAMAGE OR DESTRUCTION OF THE PREMISES.

- (a) If the Premises are damaged by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature or other casualty loss, and, in the reasonable opinion of Tenant, the Premises are thereby rendered untenable or unusable for Tenant's purposes, this Lease shall immediately terminate, at the option of Tenant, upon written notice to Landlord.
- (b) If the Premises are damaged by fire or otherwise, but in the reasonable opinion of Tenant is not rendered totally untenable and unusable, upon being notified to do so by Tenant or its duly authorized agent, Landlord shall repair and restore the Premises as promptly as possible to their former condition, in which event there shall be a proportionate abatement of all Rent and other payments otherwise due to Landlord under the terms of this Lease, for the period during which the said repairs and restoration are being completed, for that portion of the Premises not substantially usable by Tenant during such period. If Landlord fails to make all repairs, replacement, restoration, or renovation as required in this subsection, or as otherwise required in this Lease where no other remedy is expressly provided, within a reasonable time after written notice to Landlord, then Tenant may choose either option (i) or (ii) below:

- (i) Tenant may undertake with its own resources to repair, replace, restore or renovate the Premises and may deduct the reasonable costs of the repairs, replacement, restoration, and renovation from the Rent or other payments otherwise due to Landlord under the terms of this Lease, or any renewal or extension thereof, or Tenant may collect all such costs from Landlord in any manner provided by law, if Landlord has not paid for such repairs within 30 days after receipt of billing therefor from Tenant; or
- (ii) Tenant may terminate this Lease by giving fifteen (15) business days written notice to Landlord. No notice of termination shall be given by Tenant under this subsection if Landlord, or its agents, has physically commenced repairs, replacement, restoration or renovation, and the work is being diligently and continuously pursued to completion in a professional and workmanlike manner.

8. **ALTERATIONS BY THE TENANT.** Tenant, at its sole cost and expense, may make alterations and additions to the Premises as Tenant deems proper, with the consent of the Landlord which shall not be unreasonably withheld. Tenant, however, shall not make any structural alterations of the roof, foundation or exterior walls without the prior written consent of Landlord, unless made pursuant to Section 7(b)(i). Tenant, at its sole cost and expense, may install fixtures, partitions and make such other improvements as Tenant may deem proper and the title and ownership of materials used in such alterations and additions, and all fixtures, partitions, and other improvements made and/or installed by Tenant shall remain in Tenant. Upon termination of this Lease, Tenant may, at its option, remove the fixtures, partitions and other improvements made under this Section, in which event any damage to the Premises caused by removal, other than nominal damage (such as screw holes, bracket marks, etc.) shall be repaired by Tenant at its expense. If Tenant elects not to remove the improvements, it shall have no further responsibility for them or their removal.

9. **UTILITIES AND SERVICES; INSURANCE; TAXES.**

- (a) Landlord shall provide, at Landlord's expense, the following utilities and services for the Premises: heating and air-conditioning as conditions require, electricity, gas, water and sewer, and telephone service to the Premises. If Landlord or Landlord's agent interrupts, discontinues or causes the interruption or discontinuation of any of these utilities or services, then Tenant, in addition to any other remedy available under the law, shall be entitled to deduct from the Rent, or other payments otherwise due to Landlord under the terms of this Lease or any renewal or extension thereof, either (i) the per diem rental for each day that the Premises are rendered unsuitable for use due to Landlord's failure to provide such utility or service, or (ii) the actual cost to provide the utility or service if not provided by Landlord.
- (b) Landlord shall be responsible for all real estate taxes or charges in lieu of taxes applicable to the Premises.

- (c) Landlord, at Landlord's expense, shall keep the Premises and the Building insured against damage by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature and casualty loss, under a broad form extended coverage or similar property loss policy. The policy shall cover at least eighty percent (80%) of the replacement cost of the Premises and the Building. In addition, Landlord shall maintain broad form general commercial liability insurance sufficient to ensure reasonable financial responsibility in the event of liability for injury, loss or damage at the Premises, the common areas and facilities.
10. **CONDITION OF COMMON AREAS.** Landlord, at Landlord's sole expense, shall maintain in a good, clean and safe condition, all common areas and common facilities, including all hallways, walkways, parking areas, and all related exterior lighting, to be used by Tenant in common with other tenants. If Landlord fails to maintain such areas or facilities in a good, clean and safe condition, or to make all repairs and/or improvements within a reasonable time after written notice, then Tenant may terminate this Lease or proceed to make repairs or improvements, pursuant to the provisions of Section 6(f).
11. **ACCESSIBILITY BY PERSONS WITH DISABILITIES.**
- (a) In addition to any other requirements or covenants in this Lease, and at all times during the Term, option and any renewal terms, Landlord covenants that, as to the Premises, the common areas and the parking facilities of the Building, it has fully complied, or will comply, to the fullest extent required by law, with:
 - (i) the facilities accessibility laws, regulations and standards required by the "Americans With Disabilities Act of 1990", including Titles II and III thereof, and the regulations and standards promulgated thereunder, including the regulations promulgated by the U.S. Department of Justice (28 CFR Chapter 1, Part 36 and the Standards for Accessible Design Pt. 36, App. A-entitled "ADA Accessibility Guidelines for Buildings and Facilities"), as amended, and
 - (ii) the minimum requirements of the Virginia Uniform Statewide Building Code (VUSBC), Volume I-New Construction, as amended, pertaining to access by the physically handicapped and aged persons, including Chapter 11 ("Accessibility") of said VUSBC, which, in part, incorporates the regulations and referenced standards of the U.S. Department of Justice identified above.

To the extent the minimum requirements of the VUSBC are more restrictive than applicable federal requirements, the more restrictive of the two shall control. Landlord further covenants that, following the date of execution of this Lease, all alterations of the Premises and common areas, including parking facilities, shall be undertaken by Landlord in such a manner that the ADA and the regulations

and standards promulgated thereunder and the VUSBC are fully complied with to the extent required by law and as herein provided.

Tenant may discover that an element of the Premises, or the construction or design of the Premises, as well as the other facilities areas noted above, or alterations thereto, are not in compliance with the requirements herein set forth, including the referenced standards or guidelines pertaining to the ADA. In such event, Tenant shall promptly notify Landlord (or Landlord's agent) in writing detailing both the requirement and the noted deficiency and specifying the action required to bring about compliance.

Should the Landlord fail within thirty (30) calendar days following such notice to comply or to propose in writing an alternative for compliance which the Tenant deems acceptable, or, alternatively, fail to convince the Tenant that compliance is not required, either because such accommodation as would otherwise be required would constitute an undue hardship when measured against the financial resources of the Landlord or because the facilities are nevertheless accessible and usable by individuals with disabilities, then Tenant may undertake with its own resources to accomplish the work needed to achieve such compliance and may deduct the reasonable costs of such accommodation from the rents or other sums then otherwise due Landlord under the terms of this Lease, option and any renewal terms, or may terminate this Lease by giving three months' written notice to Landlord.

- (b) The foregoing provisions of this Section, as applied to Landlord, shall not apply to trade fixtures used or installed by Tenant or Tenant's layout of such trade fixtures.

12. DISCLOSURES; NON-WAIVER; APPROPRIATIONS.

- (a) Landlord understands and acknowledges that Tenant is an agency of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences on or about the Premises, including product liability, the Commonwealth and Tenant are either (i) constitutionally immune (or partially immune) from suit, judgment or liability, (ii) insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices.
- (b) Landlord understands and acknowledges that Tenant has not agreed to provide any indemnification or save harmless agreements running to Landlord. No provision, covenant or agreement contained in this Lease shall be deemed to be a waiver of the sovereign immunity of the Commonwealth of Virginia, or of Tenant, from tort or other liability.

- (c) This Lease shall be governed by, and construed according to, the laws of the Commonwealth of Virginia. The parties choose the City of Richmond, Virginia, as the venue for any action instituted pursuant to the terms of this Lease.
- (d) Notwithstanding any other provision of this Lease, if Tenant shall cease to exist, and is not replaced by a successor entity with similar powers and purposes, or its powers and authority are limited so as to not permit the continued use of the Premises for the purpose and use for which same are leased, then this Lease and all responsibility or obligations of Tenant under this Lease shall terminate. In such event, Tenant will endeavor to give as much notice as is reasonably possible of the event triggering the termination of this Lease and the anticipated termination date, but failure to give such notice shall not affect the termination.
- (e) Agencies of the Commonwealth of Virginia cannot expend funds unless appropriated by the Virginia General Assembly and may not obligate a future session of the Virginia General Assembly. Therefore, notwithstanding any provision in this Lease to the contrary, if any session of the Virginia General Assembly fails to appropriate funds for the continuance of this Lease, this Lease and all obligations hereunder shall automatically terminate upon depletion of the then currently appropriated or allocated funds.

13. REPORT OF OCCUPANCY.

- (a) Tenant shall, within fifteen (15) days after receipt of a written request by Landlord, submit to Landlord, or its designee, a written Report of Occupancy specifying: (i) the date of possession of the Premises by Tenant and the date on which the Lease terminates, (ii) whether this Lease is in full force and effect, (iii) the annual Rent, (iv) whether there have been any modifications to the Lease, and if there have been, a description of all such modifications, and, (v) whether Tenant has knowledge of any default hereunder on the part of Landlord, or if it does have such knowledge, a description of any such default.
- (b) The issuance of a report requested under subsection 13(a), or any errors or omissions in such report: (i) shall not operate as an estoppel against either the Commonwealth of Virginia or Tenant, (ii) shall not form or provide any basis for liability against the Commonwealth or Tenant, and (iii) shall not operate as a waiver of any rights or defenses that may be available to the Commonwealth or Tenant either at that time or in the future.

14. CONDEMNATION.

- (a) Landlord shall give immediate notice to Tenant of any discussions, offers, negotiations or proceedings with any party regarding condemnation or taking of any portion of the Premises.

- (b) In the event that any portion of the Premises, or any portion of the Building, is taken by eminent domain, or sold to the holder of such power pursuant to a threatened taking, this Lease shall terminate effective as of the date of the taking. The date of taking shall be the earlier of: (i) the date on which title vests in the condemning entity or (ii) the date on which the condemning entity takes possession. In the event of a taking, Tenant assigns to Landlord any rights that Tenant may have in and to any portion of a condemnation award, but such an assignment shall exclude any portion that may be due for, or attributed to, Tenant's fixtures, moving expenses and allowances.

15. **SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT.** Upon request by Landlord, Tenant agrees to execute a Subordination, Attornment and Non-Disturbance Agreement that substantially conforms to Exhibit B, attached hereto, provided, however, that all such agreements are subject to approval by Tenant and the Office of the Attorney General of Virginia.

16. **OPTION, TERMINATION, RENEWAL, AND HOLDOVER.**

- (a) Options. Tenant shall have two (2) options of five (5) years each to extend the term of this Lease ("First Option Term" and "Second Option Term") upon providing at minimum of four (4) months' written notice to Landlord prior to the expiration of the Initial Term or First Option Term as may be applicable. Rent shall be at 95% of market rate, including free rent, tenant improvement allowance, and other concessions at that time, but in no event shall the Rent exceed 102% of the rent that was payable during the last month of the immediately preceding Initial Term or First Option Term, as may be applicable.
- (b) Termination. Unless otherwise terminated herein, Tenant may elect to terminate this Lease and vacate the Premises at the end of the Initial Term or any Option Term upon providing a minimum of four (4) months' written notice to Landlord prior to the expiration of the Initial Term or any Option Term as may be applicable or upon providing a minimum of four (4) months' prior written notice to Landlord at any time during any Renewal Term, as defined below.

Unless otherwise terminated herein, Landlord may elect to terminate this Lease upon the expiration of the Second Option Term or upon the expiration of any Renewal Term by providing a minimum of four (4) months' prior written notice to Tenant.

- (c) Renewal. This Lease shall automatically renew and continue from year to year ("Renewal Term") on the same and other terms and conditions as existed immediately prior to the commencement of the Renewal, including any escalation in Rent, if neither party has given a timely notice of termination as provided in (b) above.

- (d) Holdover. If Tenant continues to occupy the Premises after the termination date specified in a proper notice to terminate as provided in (b) above ("Holdover"), such Holdover shall be deemed a tenancy from month-to-month upon the same Rent and other terms and conditions as existed immediately prior to the commencement of the Holdover. Either party may terminate such holdover upon providing a minimum of four (4) months' prior written notice to the other party.
- (e) Condition of Premises. At the termination of this Lease, Tenant shall peaceably deliver the Premises in the same condition as originally accepted, nominal damage and normal wear and tear excepted, and subject to any provisions to make repairs and restoration, as provided herein.
- (f) Posting of Notice. After notice of termination has been properly given by either party, Landlord may elect to post a notice that the Premises are available for rent. Landlord may show the Premises to prospective tenants only during Tenant's normal business hours, with prior notice to Tenant and in such a manner so as not to disturb Tenant's operations.

17. **NOTICES.**

- (a) All notices to the Tenant required or permitted under this Lease shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the Tenant addressed to:

Vice President for Workforce Development
Central Virginia Community College
3506 Wards Road
Lynchburg, VA 24502

- (b) All notices to the Landlord required or permitted under this Lease shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the Landlord addressed to:

County of Appomattox
County Administration, Attn: John Spencer
175 Morton Lane
Appomattox, Virginia 24522

- (c) Wherever a notice is required under this Lease, notice shall be deemed to have been duly given if in writing and either: (i) personally served; (ii) delivered by prepaid nationally recognized overnight courier service; or (iii) forwarded by Registered or Certified mail, return receipt requested, postage prepaid.
- (d) Each such notice shall be deemed to have been given to or served upon the party to which addressed on the date the same is received by the party or delivery is refused. Each party to this Lease shall notify the other party of a new address at

which to mail notices, which notice shall be given in the manner provided above, and unless and until such notice of new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in Section 17(a) or Section 17(b), as appropriate.

- (e) Where notice is sent by an alternative method, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed.
18. **BINDING EFFECT; AMENDMENTS.** The covenants, agreements, and rights contained in this Lease shall bind and inure to the respective heirs, personal representatives, successors and assigns of Landlord and Tenant. This Lease constitutes the entire, full and complete understanding and agreement between Landlord and Tenant, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Lease and shall be null, void and without legal effect. Neither party, nor any agent of either party, has any authority to alter, amend or modify any of the terms of this Lease, unless the amendment is in writing and executed by all parties to this Lease with the same formality as this Lease. This Lease shall not be effective or binding unless and until signed by all parties, and all appropriate approvals are obtained pursuant to Sections 2.2-1149 and 23-38.88 of the Code of Virginia (1950), as amended.
19. **DEFAULT.**
- (a) The termination of this Lease by Tenant pursuant to the provisions contained herein shall not be a default hereunder.
 - (b) If either party shall breach any provision of this Lease, the non-breaching party shall give written notice thereof to the breaching party. The breaching party shall have thirty (30) days from the receipt of the notice to cure the breach and, if not so cured, the non-breaching party may, at its option, exercise such rights as may exist at law or in equity, except that Landlord shall not take possession of the Premises by any self-help remedy. The provisions of this subsection shall not be construed as imposing any additional obligations on the non-breaching party to the extent that this Lease permits the non-breaching party to take certain actions as a result of a breach by the other party.
20. **PRESUMPTIONS.** No presumption shall be created in favor of or against any of the parties to this Lease with respect to the interpretation of any term or provision of this Lease due to the fact that this Lease, or any part hereof, was prepared by or on behalf of one of the parties hereto, as may be evidenced by the disclosure on the face of this Deed of Lease made pursuant to Virginia Code Section 17.1-223.
21. **ASSIGNMENT.** Tenant may not assign this Lease, or sublet the Premises, without the written consent of Landlord, which consent shall not be unreasonably withheld or

delayed, except that Tenant may assign this Lease to any other agency of the Commonwealth of Virginia without Landlord's consent.

22. **HEADINGS.** The heading of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.
23. **ADDITIONAL PROVISIONS.** This Lease is subject to the following terms, conditions, modifications, additions and/or deletions provided in the following designated attachments, exhibits and riders, which are hereby incorporated into this Deed of Lease:

Attachments: None

Exhibits: Exhibit A, Floor Plan

Exhibit B, Subordination, Attornment and Non-Disturbance Agreement

Riders: None

[Signature Page to follow]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals.

LANDLORD: COUNTY OF APPOMATTOX, a political subdivision of the
Commonwealth of Virginia

By: Aileen T. Ferguson
Title: County Administrator

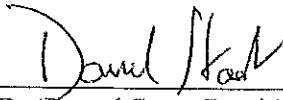
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Appomattox, to wit:

The foregoing Deed of Lease was acknowledged before me this 11 day of April,
2007 by Aileen T. Ferguson acting in his/her capacity as County Administrator
of the COUNTY OF APPOMATTOX on behalf of the County.

My commission expires:

October 31, 2005
[Signature]
Notary Public

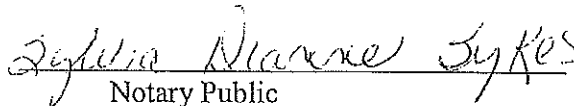
TENANT: COMMONWEALTH OF VIRGINIA, CENTRAL
VIRGINIA COMMUNITY COLLEGE, ON BEHALF OF THE
STATE BOARD FOR COMMUNITY COLLEGES

By: 
Dr. Darrel Staat, President

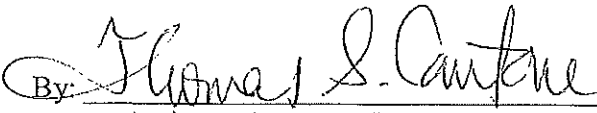
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Campbell, to wit:

The foregoing Deed of Lease was acknowledged before me this 18th day of March,
2007, by Dr. Darrel Staat acting in his capacity as President of CENTRAL VIRGINIA
COMMUNITY COLLEGE, ON BEHALF OF THE STATE BOARD FOR COMMUNITY
COLLEGES.

My commission expires: December 31, 2008


Notary Public

OFFICE OF THE ATTORNEY GENERAL
Approved as to form:

By: 
Assistant Attorney General

VCCS Expense Lease
05/10/06

Lease No. VCCS 07-004

EXHIBIT A to Deed of Lease

Floor Plan of Premises

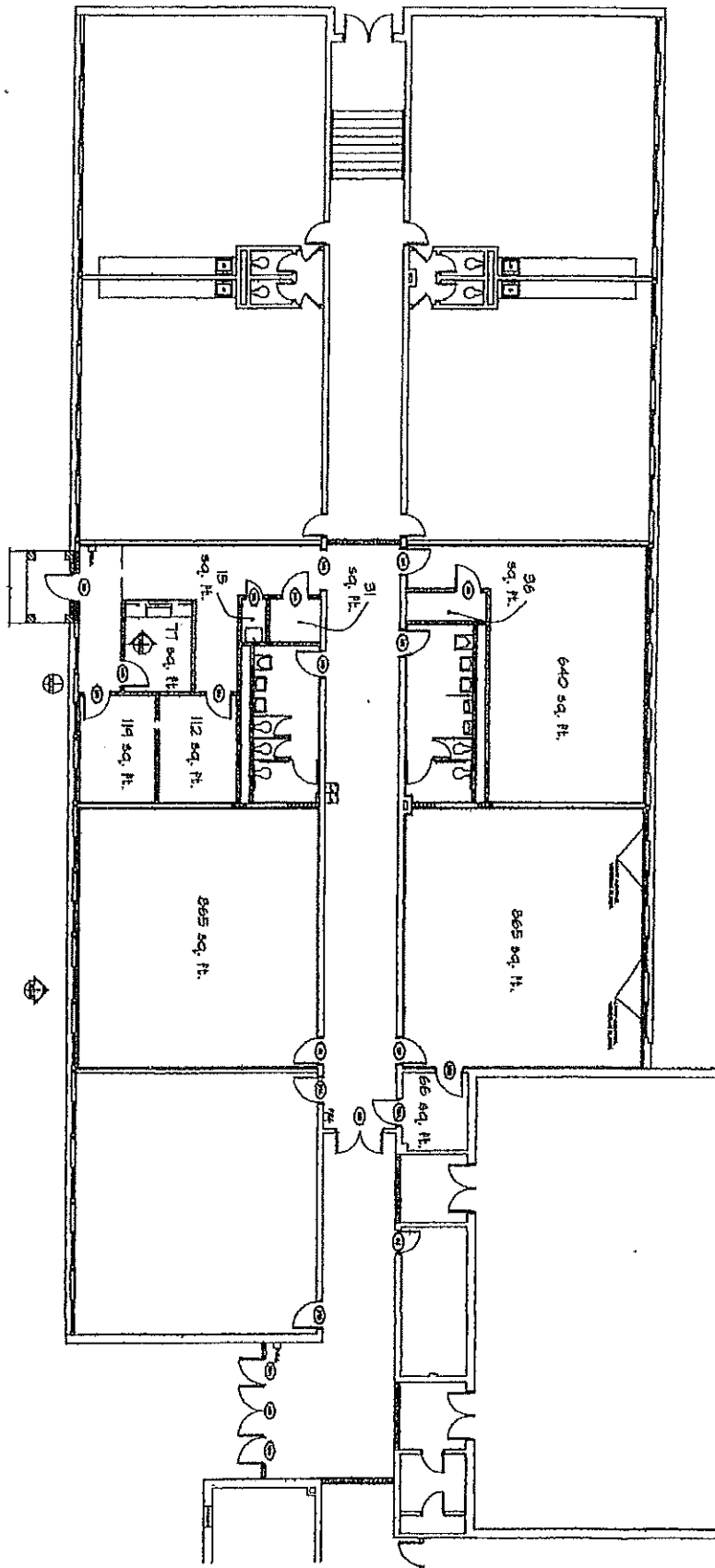


Exhibit A

EXHIBIT B to Deed of Lease

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

This SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT is dated _____, 20__ by and between _____ ("Lender"), COUNTY OF APPOMATTOX, a political subdivision of the Commonwealth of Virginia, ("Landlord") and the COMMONWEALTH OF VIRGINIA, CENTRAL VIRGINIA COMMUNITY COLLEGE, ON BEHALF OF THE STATE BOARD FOR COMMUNITY COLLEGES ("Tenant").

WHEREAS, by Deed of Lease (the "Lease"), dated _____, 2007, Landlord demised certain property described as:

Approximately 4,590 square feet of space known as 136 Carve Lane in the Carver-Price Educational Complex, Appomattox, Virginia, including 28 regular parking spaces and 2 handicapped parking spaces, (the "Premises") to the Tenant;

WHEREAS, Lender is secured by a Deed Of Trust (the "Deed of Trust") upon certain property, of which the Premises forms a part (the "Property"), described in Exhibit A, which exhibit is attached hereto and made a part hereof; and,

WHEREAS, Lender has requested that Tenant execute a subordination and attornment agreement and Tenant has agreed upon the condition that it simultaneously be provided with certain assurances that its tenancy under the Lease will not be disturbed.

NOW, THEREFORE, for and in consideration of the respective and mutual agreements herein set forth the parties agree as follows:

Lender hereby expressly agrees that as long as Tenant or its lawful successors or assigns shall continue to pay the rent as provided for in the Lease and otherwise comply with the terms and provisions thereof, neither Lender nor its successors or assigns shall disturb Tenant or its lawful assigns in its quiet possession of the Premises during the term of the Lease.

Lender further agrees that the lien of the Deed of Trust shall not cover any of Tenant's fixtures, alterations or improvements which Tenant, under the terms of the Lease, is permitted to remove from the Premises.

Tenant agrees that its rights under the Lease shall be subordinated to the lien of the Deed of Trust provided that Tenant's tenancy shall not be disturbed nor shall the Lease be affected by any default under the Deed of Trust. Tenant further agrees that, in the event of a

foreclosure or other enforcement of the Deed of Trust, or sale in lieu thereof, it will attorn to any purchaser of the Property of which the Premises form a part, and recognize such purchaser as Landlord under the Lease upon the then executory terms and conditions of the Lease for the remainder of the term of the Lease, provided that such purchaser shall then be entitled to possession of the Premises subject to the provisions of the Lease.

IN WITNESS WHEREOF, the parties have affixed their signatures and seals.

LENDER: _____

By: _____
Name: _____
Title _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing Subordination, Non-Disturbance and Attornment Agreement was acknowledged before me on the ____ day of _____, 20__ in the jurisdiction aforesaid, by _____, as _____, of _____
(Name of Lender).

My commission expires: _____

Notary Public

LANDLORD: COUNTY OF APPOMATTOX

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing Subordination, Non-Disturbance and Attornment Agreement was acknowledged before me the ____ day of _____, 20____, in the jurisdiction aforesaid, by _____, as _____ of the County of Appomattox, Landlord.

My commission expires: _____

Notary Public

LESSEE: COMMONWEALTH OF VIRGINIA,
CENTRAL VIRGINIA COMMUNITY COLLEGE,
ON BEHALF OF THE STATE BOARD FOR
COMMUNITY COLLEGES

By: _____
President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing Subordination, Non-Disturbance and Attornment Agreement was
acknowledged before me on the ____ day of _____, 200__ in the jurisdiction aforesaid, by
_____, as President of CENTRAL VIRGINIA
COMMUNITY COLLEGE.

My commission expires: _____

Notary Public

OFFICE OF THE ATTORNEY GENERAL
Approved as to Form:

By: _____
Assistant Attorney General