

Deed of Sublease

This DEED OF SUBLEASE (the "Sublease") is dated the 20th day of August, 2024, between **APPOMATTOX CHRISTIAN ACADEMY**, a Virginia non-stock corporation, as Grantor ("Sublandlord"), and the **COMMONWEALTH OF VIRGINIA, CENTRAL VIRGINIA COMMUNITY COLLEGE, ON BEHALF OF THE STATE BOARD FOR COMMUNITY COLLEGES**, as Grantee ("Subtenant"), pursuant to §§ 2.2-1149 and 23.1-1002 of the *Code of Virginia* (1950), as amended. The County of Appomattox, owner of the Premises, has executed this Sublease to evidence the County's consent to its terms.

WITNESSETH

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

Career and Technical Education Instructional and Classroom space located at 171 Price Lane, Appomattox Virginia. Including 10,568 rentable square feet of building classroom space, and use of up to 47 parking spaces and consisting of approximately 16.054 acres of land

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 Subtenant for instruction of college courses, and related administration, community education and community service, workforce education or for such purpose or purposes as Subtenant may now or hereafter be empowered or authorized by law to use same.
3. **TERM.**
 - (a) The initial term of this Sublease (the "Initial Term") shall be two (2) year(s) and eleven (11) months beginning on August 20, 2024, (the "Commencement Date") and terminating on July 1, 2027, (the "Termination Date"). **The Subtenant shall have such options to extend the term, renewal rights, and such early termination and other rights as are set forth in this Sublease, including without limitation such provisions of Section 16 below.**
 - (b) Sublandlord warrants that Sublandlord alone, at the time this Sublease is executed, has the right to sublease the Premises, without the consent of any other party. It is expressly understood and agreed that this covenant by the Sublandlord constitutes a warrant. If Sublandlord does not have this right, then Subtenant, in addition to any other remedy available at law or in equity, may immediately declare this Sublease 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 Sublease, or for any part of the term.

- (c) The Sublandlord currently holds a lease agreement with the Owner of the Premises, which extends until 7/1/2027. Furthermore, the Sublandlord possesses a purchase option beginning August 1, 2024, granting them the right to purchase the facility. In the event that the Sublandlord exercises this purchase option, this lease, including all options to extend or renew, shall be in full force and effect beyond July 1, 2027.
- (d) Should the Sublandlord no longer be able to lease the Premises, the Subtenant shall have the right to lease directly from the property Owner. with options to extend or renew the lease beyond July 1, 2027, under terms mutually agreeable to both parties.

4. RENT.

- (a) Subtenant shall pay Sublandlord the sum of 1 and 00/100 Dollars (\$1.00) and other good and valuable consideration, as annual rent (the "Rent") for the Initial Term.

5. POSSESSION AND CONDITION OF PREMISES.

- (a) Sublandlord shall deliver quiet possession of the Premises to Subtenant on the Commencement Date and shall provide quiet enjoyment of the Premises to Subtenant during the Initial Term, and any renewals or extensions thereof.
- (b) On the Commencement Date, Sublandlord shall deliver the Premises to Subtenant in good repair and in a condition suitable to the use for which it is leased.
- (c) Subtenant shall have sole use and control of Premises. Sublandlord, and its employees, agents and contractors, shall have the right to enter and pass through any part of the Premises, without prior notice, but are not to use the premises or equipment.
- (d) Sublandlord covenants that (i) the Premises and the building of which the Premises (the "Building") forms a part have been inspected by an Asbestos Inspector licensed by the Virginia Department of Professional and Occupational Regulation and the Building and the 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 (ii) any friable asbestos discovered in or on the Building or the Premises shall be promptly and properly removed by Sublandlord, at Sublandlord's sole expense, in compliance with applicable federal, state and local laws and regulations, provided that, if the asbestos was introduced into the Premises by Subtenant, the cost of the removal thereof shall be at Subtenant's expense.

6. MAINTENANCE.

- (a) Sublandlord 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) Sublandlord shall equip the Premises and perform all alterations, replacements, improvements, decontamination, and additions to the Premises and the equipment upon the Premises, at Sublandlord's expense, as shall be necessary at any time during the Initial Term of this Sublease, 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. Sublandlord is to provide detail of renovations and cost. This subsection shall not apply if the necessity for compliance with these laws arises from a grossly negligent or willful act of Subtenant or its employees and Subtenant 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 Sublandlord, 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 Sublandlord. Sublandlord's maintenance responsibilities shall include the supply and replacement of all supplies, materials and equipment necessary for such maintenance. In the event that the Sublandlord discontinues the lease agreement, Subtenant shall be granted the right, within the lease terms, to lease directly from the Owner. Upon assuming direct leasing rights, the Owner shall assume all responsibilities for building maintenance previously incumbent upon the Sublandlord.

- (e) Sublandlord shall not be obligated to make any repairs to the Premises due to damage caused by the grossly negligent or willful acts of Subtenant, or its agents, employees, or contractors.
- (f) If Sublandlord 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 Subtenant, at its option, may either immediately terminate this Sublease and all obligations hereunder, or proceed to make, or cause to be made, such upkeep, repair and maintenance, at Sublandlord's expense. Subtenant may deduct the cost thus incurred in fulfilling the Sublandlord's obligations under this Sublease from future Rent payments and/or may collect the cost from Sublandlord in any manner provided by law. Furthermore, Subtenant 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 Sublandlord has herein agreed to keep, repair, and maintain; provided, however, that this deduction from the Rent shall not commence until the first day after Sublandlord has been given notice (which may be oral) of the breakdown or malfunction. No notice of termination shall be given under this Section if Sublandlord 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, Sublandlord 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 Subtenant, the Premises are thereby rendered untenable or unusable for Subtenant's purposes, this Sublease shall immediately terminate, at the option of Subtenant, upon written notice to Sublandlord.
- (b) If the Premises are damaged by fire or otherwise, but in the reasonable opinion of Subtenant is not rendered totally untenable and unusable, upon being notified to do so by Subtenant or its duly authorized agent, Sublandlord 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 Sublandlord under the terms of this Sublease, 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 Sublandlord fails to make all repairs, replacement, restoration, or renovation as required in this subsection, or as otherwise required in this Sublease where no other remedy is expressly provided, within a reasonable time after written notice to Sublandlord, then Subtenant may choose either option (i) or (ii) below:

- (i) Subtenant 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 Sublandlord under the terms of this Sublease, or any renewal or extension thereof, or Subtenant may collect all such costs from Sublandlord in any manner provided by law, if Sublandlord has not paid for such repairs within 30 days after receipt of billing therefor from Subtenant; or
- (ii) Subtenant may terminate this Sublease by giving fifteen (15) business days written notice to Sublandlord. No notice of termination shall be given by Subtenant under this subsection if Sublandlord, 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 SUBTENANT.** Subtenant, at its sole cost and expense, may make alterations and additions to the Premises as Subtenant deems proper. Subtenant, however, shall not make any structural alterations to the roof, foundation or exterior walls without the prior written consent of Sublandlord, unless made pursuant to Section 7(b)(i). Subtenant, at its sole cost and expense, may install fixtures, partitions and make such other improvements as Subtenant 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 Subtenant shall remain in Subtenant. Upon termination of this Sublease, Subtenant 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 Subtenant at its expense. If Subtenant elects not to remove the improvements, it shall have no further responsibility for them or their removal.

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

- (a) Sublandlord shall provide, at Sublandlord's expense, the following utilities and services for the Premises: heating and air-conditioning as conditions require, electricity provided by Owner, gas, water and sewer, and telephone service to the Premises. The Sublandlord is responsible for providing all utility connections necessary to use the equipment provided by the GO VIRGINIA Grant and Tobacco Indemnification Grant. If Sublandlord or Sublandlord's agent interrupts, discontinues or causes the interruption or discontinuation of any of these utilities or services, then Subtenant, in addition to any other remedy available under the law, shall be entitled to deduct from the Rent, or other payments otherwise due to Sublandlord under the terms of this Sublease 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 Sublandlord's failure to provide such utility or service, or (ii) the actual cost to provide the utility or service if not provided by Sublandlord.

- (b) Sublandlord shall be responsible for all real estate taxes or charges in lieu of taxes applicable to the Premises.
 - (c) Sublandlord, at Sublandlord'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, Sublandlord 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.
 - (d) The Sublandlord acknowledges that the Subtenant will be placing grant-funded equipment, valued at 1 million dollars, within the Premises during the term of this Sublease. The Sublandlord agrees to maintain insurance coverage for the grant-funded equipment against the following perils: fire, theft, vandalism, and any other perils listed in the insurance policy obtained by the Sublandlord for the Premises. In the event of damage to or loss of the grant-funded equipment due to any of the aforementioned perils, the Sublandlord shall be responsible for ensuring the repair or replacement of said equipment, up to the value of 1 million dollars.
10. **CONDITION OF COMMON AREAS.** Sublandlord, at Sublandlord'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 Subtenant in common with other tenants. If Sublandlord 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 Subtenant may terminate this Sublease 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 Sublease, and at all times during the Term, option and any renewal terms, Sublandlord 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. Sublandlord further covenants that, following the date of execution of this Sublease, all alterations of the Premises and common areas, including parking facilities, shall be undertaken by Sublandlord 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.

Subtenant 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, Subtenant shall promptly notify Sublandlord (or Sublandlord's agent) in writing detailing both the requirement and the noted deficiency and specifying the action required to bring about compliance.

Should the Sublandlord fail within thirty (30) calendar days following such notice to comply or to propose in writing an alternative for compliance which the Subtenant deems acceptable, or, alternatively, fail to convince the Subtenant 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 Sublandlord or because the facilities are nevertheless accessible and usable by individuals with disabilities, then Subtenant 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 Rent or other sums then otherwise due Sublandlord under the terms of this Sublease, option and any renewal terms, or may terminate this Sublease by giving three months' written notice to Sublandlord.

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

12. **DISCLOSURES; NON-WAIVER; APPROPRIATIONS.**

- (a) Sublandlord understands and acknowledges that Subtenant 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 Subtenant 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) Sublandlord understands and acknowledges that Subtenant has not agreed to provide any indemnification or save harmless agreements running to Sublandlord. No provision, covenant or agreement contained in this Sublease shall be deemed to be a waiver of the sovereign immunity of the Commonwealth of Virginia, or of Subtenant, from tort or other liability.
- (c) This Sublease 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 Sublease.
- (d) Notwithstanding any other provision of this Sublease, if Subtenant 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 Sublease and all responsibility or obligations of Subtenant under this Sublease shall terminate. In such event, Subtenant will endeavor to give as much notice as is reasonably possible of the event triggering the termination of this Sublease 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 Sublease to the contrary, if any session of the Virginia General Assembly fails to appropriate funds for the continuance of this Sublease, this Sublease and all obligations hereunder shall automatically terminate upon depletion of the then currently appropriated or allocated funds.

13. REPORT OF OCCUPANCY.

- (a) Subtenant shall, within fifteen (15) days after receipt of a written request by Sublandlord, submit to Sublandlord, or its designee, a written Report of Occupancy specifying: (i) the date of possession of the Premises by Subtenant, the Commencement Date and the Termination Date, (ii) whether this Sublease is in full force and effect, (iii) the annual Rent and the date through which the Rent has been paid, (iv) whether there have been any modifications to the Sublease, and if there have been, a description of all such modifications, and, (v) whether Subtenant has knowledge of any default hereunder on the part of Sublandlord, 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 Subtenant, (ii) shall not form or provide any basis for liability against the Commonwealth or Subtenant, and (iii) shall not operate as

a waiver of any rights or defenses that may be available to the Commonwealth or Subtenant either at that time or in the future.

14. CONDEMNATION.

- (a) Sublandlord shall give immediate notice to Subtenant 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 Sublease 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, Subtenant assigns to Sublandlord any rights that Subtenant 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, Subtenant's fixtures, moving expenses and allowances.

15. SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT. During the term of this Sublease, upon request by Sublandlord, Subtenant agrees to execute a Subordination, Attornment and Non-Disturbance Agreement that substantially conforms to the form of such agreement attached hereto as Exhibit B, provided, however, that all such agreements are subject to approval by Subtenant and the Office of the Attorney General of Virginia.

16. OPTION, TERMINATION, RENEWAL, AND HOLDOVER.

- (a) Options. Subtenant shall have two (2) successive options of five (5) years each to extend the term of this Sublease ("First Option Term" and "Second Option Term") upon providing at minimum of four (4) months' written notice to Sublandlord prior to the expiration of the Initial Term or First Option Term as may be applicable. Rent shall remain \$1 and other valuable consideration through both option periods as specified in the initial term of the original lease agreement.
- (b) Termination. Unless otherwise terminated herein, Subtenant may elect to terminate this Sublease 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 Sublandlord 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 Sublandlord at any time during any Renewal Term, as defined below.
- (c) Renewal. This Sublease shall automatically renew and continue from year to year (each such year, a "Renewal Term") on the same and other terms and conditions as existed immediately prior to the commencement of the Renewal Term, including any escalation in Rent, if neither party has given a timely notice of

(d) Holdover. If Subtenant 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 Sublease, Subtenant 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, Sublandlord may elect to post a notice that the Premises are available for rent. Sublandlord may show the Premises to prospective tenants only during Subtenant's normal business hours, with prior notice to Subtenant and in such a manner so as not to disturb Subtenant's operations.

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

With copies to:

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

-10-

-
- (c) Wherever a notice is required under this Sublease, 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 Sublease 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 Sublease shall bind and inure to the respective heirs, personal representatives, successors and assigns of Sublandlord and Subtenant. This Sublease constitutes the entire, full and complete understanding and agreement between Sublandlord and Subtenant, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Sublease 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 Sublease, unless the amendment is in writing and executed by all parties to this Sublease with the same formality as this Sublease. This Sublease shall not be effective or binding unless and until signed by all parties, and all appropriate approvals are obtained pursuant to §§ 2.2-1149 and 23.1-1002 of the *Code of Virginia* (1950), as amended.
19. **DEFAULT.**
- (a) The termination of this Sublease by Subtenant pursuant to the provisions contained herein shall not be a default hereunder.
- (b) If either party shall breach any provision of this Sublease, 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 Sublandlord 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 Sublease 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 Sublease with respect to the interpretation of any term or provision of this Sublease due to the fact that this Sublease, 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 Sublease made pursuant to § 17.1-223 of the *Code of Virginia*.
21. **ASSIGNMENT.** Subtenant may not assign this Sublease, or sublet the Premises, without the written consent of Sublandlord, which consent shall not be unreasonably withheld or delayed, except that Subtenant may assign this Sublease to any other agency of the Commonwealth of Virginia without Sublandlord's consent.
22. **HEADINGS.** The heading of the sections of this Sublease are inserted for convenience only and do not alter or amend the provisions that follow such headings.
23. **ADDITIONAL PROVISIONS.** This Sublease 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 Sublease:

Attachments: _____

Exhibits: Exhibit A (Floor Plan); Exhibit B (Prime Lease); Exhibit C (Form of Subordination, Attornment and Non-disturbance Agreement)

Riders: _____

[Signature Page to follow]

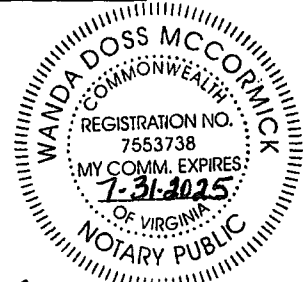
IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals.

SUBLANDLORD: APPOMATTOX CHRISTIAN ACADEMY
a Virginia non-stock corporation

By:
Title

BOARD CHAIRMAN

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



The foregoing Deed of Sublease was acknowledged before me this 9th day of September, 2024, by Bruce S. Boone acting in his/her capacity as Chairman of Appomattox Christian Academy [insert name of corporation, partnership etc.] on behalf of the Appomattox Christian Academy [corporation, partnership etc.].

My commission expires: 7-31-2025
My registration number is: 7553738

Wanda Doss McCormick
Notary Public

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

By: _____
John S. Capps, President

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

The foregoing Deed of Sublease was acknowledged before me this _____ day of
_____, 2024, by John S. Capps, acting in his capacity as President of CENTRAL
VIRGINIA COMMUNITY COLLEGE.

My commission expires: _____
My registration number is: _____

Notary Public

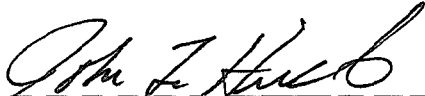
OFFICE OF THE ATTORNEY GENERAL
Approved as to form:

By: _____
Senior Assistant Attorney General

In accordance with Section 21 of that certain Deed of Lease dated July 18, 2022, the undersigned owner and landlord of 171 Price Lane, Appomattox Virginia provides its consent to the Sublandlord's subletting a portion of the Premises to the Subtenant as set forth in this Deed of Sublease. In addition, the County agrees that in the event Sublandlord is unable to continue its lease with the County, the County shall continue to rent the Premises directly to Subtenant upon the terms and conditions of this Sublease, and as such, County shall perform all of the obligations of Sublandlord hereunder.

COUNTY OF APPOMATTOX, VA

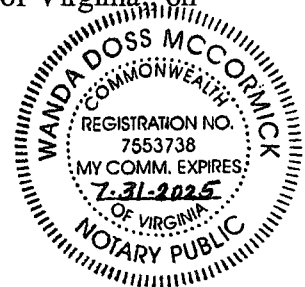
A Political subdivision of the Commonwealth of Virginia

By: 
Name: John F. Hinkle
Title: Chairman

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

The foregoing Deed of Sublease was acknowledged before me this 3rd day of July, 2024, by John F. Hinkle, acting in his/her capacity as Chairman of COUNTY OF APPOMATTOX, VA, a political subdivision of the Commonwealth of Virginia, on behalf of the political subdivision.

My commission expires: 7-31-2025
My registration number is: 7553738



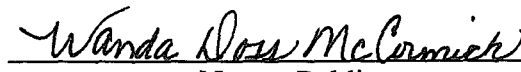

Notary Public

EXHIBIT A to Deed of Sublease

Sublet Premises Floor Plan
(attached)

EXHIBIT B to Deed of Sublease

Prime Lease (attached)

EXHIBIT C TO DEED OF LEASE

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

This SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT is dated _____, 20__, by and between _____ ("Lender"), [INSERT LANDLORD'S NAME] _____, a Virginia limited partnership/corporation/limited liability company ("Landlord") and the COMMONWEALTH OF VIRGINIA, _____ COMMUNITY COLLEGE, ON BEHALF OF THE STATE BOARD FOR COMMUNITY COLLEGES ("Tenant").

WHEREAS, by Deed of Lease (the "Lease"), dated _____, 20__, Landlord demised certain property described as _____, Virginia (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: _____
My registration number is: _____

Notary Public

LANDLORD: _____,

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 _____, (name of Landlord) as _____ of _____, on behalf of the partnership/ corporation/limited liability company.

My commission expires: _____
My registration number is: _____

Notary Public

LESSEE: COMMONWEALTH OF 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 _____, 20__, in the jurisdiction aforesaid, by
_____, as President of _____
COMMUNITY COLLEGE.

My commission expires: _____

My registration number is: _____

Notary Public

OFFICE OF THE ATTORNEY GENERAL
Approved as to Form:

By: _____
Assistant Attorney General