

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease"), made and entered into as of the ____ day of _____, 2002, by and between **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body politic, interchangeably ("Sublessor") or ("Lessee") and the **ARLINGTON COMMUNITY ACTION PROGRAM, INC.**, a corporation registered to do business in the Commonwealth of Virginia ("ACAP")("Subtenant").

W I T N E S S E T H:

WHEREAS, the Lessee entered into a certain Lease Agreement among **THELMA HOTTLE, TRUSTEE AND HELEN PAYNE, TRUSTEE, TRUSTEES OF THE FIRST BAPTIST CHURCH OF BALLSTON**, a non-profit religious organization ("Lessor"), dated October 29, 1997, ("Lease") for certain premises in the building known as First Baptist Church of Ballston, 1031 North Vermont Street, Arlington, Virginia 22201 ("Building"), including offices, classrooms, a kitchen, storage space, rest room facilities and other rooms as shown on Exhibit A - Floor Plans, consisting of approximately 4,160 net square feet of space on the second and third floors, plus 840 square feet of shared cafeteria space in Steton Hall on the second floor and 1,550 square feet of shared space ("Kelly Hall") on the first floor of the Building, and certain surrounding land and improvements, all of the foregoing space in the Building, land and improvements are collectively referred to herein as the ("Leased Premises");

WHEREAS, the Lease expires on December 31, 2002;

WHEREAS, the Lease is amended by the **FIRST AMENDMENT TO LEASE AGREEMENT**, dated _____, ("First Amendment");

WHEREAS, the Lease and the First Amendment are jointly referred to here as ("Lease, as Amended");

WHEREAS, Lessee wishes to Sublease the Leased Premises to ACAP for a one year term, and Lessor is willing to lease Lessee the Leased Premises with the Lease, as amended, and this Sublease; and

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lease is hereby amended by the parties as follows:

1. Premises. The Lessee hereby subleases to the Subtenant the Leased Premises described as certain premises in the building known as First Baptist Church of Ballston, 1031 North Vermont Street, Arlington, Virginia 22201 (the "Building"), including offices, classrooms, a kitchen, storage space, rest room facilities and other rooms as shown on Exhibit A - Floor Plans, consisting of approximately 4,160 net square feet of space on the second and third floors, plus 840 square feet of shared cafeteria space in Steton Hall on the second floor and 1,550 square feet of shared space in Kelly Hall on the first floor of the Building, and certain surrounding land and improvements, all of the foregoing space in the Building, land and improvements are collectively referred to herein as the ("Subleased Premises").

2. Term. The term of the lease for the Subleased Premises, pursuant to this Sublease, shall commence on January 1, 2003 ("Commencement Date") for a one (1) year term ("First Renewal Term"). The lease term shall expire at 12:00 midnight on December 31, 2003 (the "Expiration Date"), subject to the renewal option (as described in Section 1 of the First Amendment). Upon the expiration of the Lease, as Amended, Subtenant shall, at Subtenant's sole cost and expense, remove its property from the Subleased Premises and surrender the Subleased Premises in good order and condition, ordinary wear and tear and damage by fire and other unavoidable casualty excepted.

3. Rent. The rent for the First Renewal Term and for each subsequent term of the Sublease shall be One and 00/100 Dollars (\$1.00) for each twelve (12) month period.

4. Use of Subleased Premises. Subtenant warrants and covenants that it, its employees, and agents shall only use the Subleased Premises consistent with and as specifically described in Lease, as Amended. Further, Subtenant agrees to comply with all other applicable provisions of the Lease, as Amended, and shall not do anything that would constitute a violation of any part or condition of the Lease, as Amended, including, but not limited to, making alterations or improvements to the buildings without the prior consent of Lessee and Lessor.

5. Custodial Services. After reviewing Section 5 of the Lease, as Amended, Subtenant shall immediately report custodial issues to Arlington County, VA-Office of Support Services, Real Estate Section, 1400 North Uhle Street, Suite 403, Arlington, Virginia 22201 Attn: Real Estate Coordinator and a copy to the Executive Director, Arlington Community Action Program, Inc., 1644 North McKinley Road, Arlington, VA 22205.

6. Maintenance and Repairs. After reviewing Section 4 of the Lease, as Amended, Subtenant shall immediately report general maintenance issues and repairs to the Lessor, with a copy to Arlington County, VA-Office of Support Services, Real Estate Section, 1400 North Uhle Street, Suite 403, Arlington, Virginia 22201 Attn: Real Estate Coordinator and a copy to the Executive Director, Arlington Community Action Program, Inc., 1644 North McKinley Road, Arlington, VA 22205.

7. Subletting. The Subtenant shall not assign, transfer, or further sublet the Subleased Premises or any part thereof without the prior written consent of Lessee and Lessor.

8. Insurance. During the initial First Renewal Term and any subsequent renewal term, Subtenant shall carry at its own expense, with a company acceptable to Lessee, commercial general liability insurance in the amount of at least two million and 00/100 Dollars (\$2,000,000). Subtenant shall include Lessee, its elected and appointed officials, officers, employees and agents, and Lessor, as additional insureds on all policies of insurance. Prior to the beginning of the First Renewal Term and any subsequent renewal term(s), Subtenant shall provide Lessee with evidence of such insurance.

9. Termination. This Sublease may be terminated for any reason by Lessee, without liability or cost to the Lessee, and without any further obligation whatsoever of Lessee to the Subtenant, upon thirty (30) days prior written notice to Subtenant. This Sublease shall automatically terminate upon the expiration, termination or cancellation of the First Amendment. Upon the expiration, termination, or cancellation of the Lease, as Amended or this Sublease, all obligations hereunder of the parties hereto shall be extinguished. Upon termination of this Sublease, this Sublease shall not be renewed by Lessee if the Subleased Premises or any portion thereof is required for any of the purposes mentioned in Virginia Code §15.2-1639 or any successor Code provisions. Any improvements remaining on the Subleased Premises upon termination shall revert to the Lessee and shall be free of any encumbrance at the time of such reversion.

10. Notices. Except as otherwise specifically provided herein, any notice required or permitted to be given under this Sublease shall be given in writing and shall be deemed given

- (A) on the delivery date, as certified by Airborne Express or Federal Express or UPS; or
- (B) delivered by hand, in any case addressed to the parties as follows:

To Lessee: Arlington County Government
 Office of Support Services
 Real Estate Section

1400 North Uhle Street, Suite 403
Arlington, Virginia 22201

To Subtenant: President, Board of Directors
Arlington Community Action Program, Inc.
1644 North McKinley Road
Arlington, VA 22205

Copy to: Executive Director
Arlington Community Action Program, Inc.
1644 North McKinley Road
Arlington, VA 22205

or to other persons or entities as may be provided by Lessee or Subtenant, in writing and in accordance with this paragraph.

11. Applicable Law. This Sublease shall be construed, interpreted, and governed by the laws of the Commonwealth of Virginia.

12. Binding Agreement. This Sublease shall not be valid and binding on Lessor and Lessee unless and until it has been completely executed by and delivered to both parties.

13. Recitals. The recitals are incorporated into this Sublease. The Subtenant shall comply with all applicable provisions of the Lease, as Amended.

IN WITNESS WHEREOF, the undersigned parties have duly executed this Sublease as of the day and year first above written.

SUBTENANT: ARLINGTON COMMUNITY ACTION PROGRAM, INC.

Witness: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Witness: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

LESSEE: THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Witness: _____

By: _____

Print Name: _____
Title: _____
Date: _____

Approved as to form:

County Attorney

EXHIBIT A - FLOOR PLANS