

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this "Sublease") dated as of _____, is by and between DEMOCRATIC PARTY OF VIRGINIA ("Sublandlord"), and COMMONWEALTH VICTORY FUND ("Subtenant").

RECITALS:

A. Pursuant to the Lease dated September 3, 2015 (the "Master Lease") between Parmenter 919 Main Street, LP, LLLP, a Delaware limited liability limited partnership, as landlord ("Landlord"), and Sublandlord, as tenant, Sublandlord is leasing approximately 5,162 square feet of office space in an area known as 919 East Main Street, Suite 2050, Richmond, Virginia 23219, as more specifically described in the Master Lease (the "Master Lease Premises").

B. Subtenant wishes to sublease from Sublandlord, and Sublandlord wishes to sublease to Subtenant, a portion of the Master Lease Premises, as shown on the floor plan depicted on Exhibit A, attached hereto (the "Premises").

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, Sublandlord and Subtenant hereby agree as follows:

1. Sublease

Sublandlord hereby subleases to Subtenant and Subtenant hereby subleases from Sublandlord, upon all of the terms and conditions set forth herein, the Premises.

2. Term

The term of this Sublease (the "Term") shall commence on January 1, 2016 (the "Commencement Date") and shall expire on December 31, 2016, unless this Sublease is terminated earlier as provided in this Sublease. Sublandlord shall deliver possession of the Premises to Subtenant on the Commencement Date.

3. Rent; Security Deposit

3.1 Rent

Commencing on and after the Commencement Date, Subtenant shall pay Sublandlord monthly base rent in the following amount: \$450 per month for one private office space, as assigned in Exhibit A. In addition to monthly base rent, Subtenant shall pay to Sublandlord Subtenant's proportional share of all additional rent that Sublandlord is required to pay Landlord under the Master Lease (including, without limitation, additional rent due under Section 2 and Exhibit D of the Master Lease.) Sublandlord covenants that it shall make timely rent payments under the Master Lease to Landlord.

3.2 Security Deposit

A security deposit has been waived by the Sublandlord.

4. Master Lease

4.1 Compliance with Master Lease

Subtenant agrees that it will occupy the Premises in accordance with the terms of the Master Lease and will not suffer to be done or omit to do any act which may result in a violation of or a default under any of the terms and conditions of the Master Lease, or render Sublandlord liable for any damage, charge or expense thereunder.

4.2 Landlord's Obligations

Subtenant agrees that Sublandlord shall not be required to perform any of the covenants, agreements and/or obligations of Landlord under the Master Lease (including without limitation, the obligations set forth in Sections 3, 4, 5, and 7 of the Master Lease) and, insofar as any of the covenants, agreements and obligations of Sublandlord hereunder are required to be performed under the Master Lease by Landlord, Subtenant acknowledges and agrees that Sublandlord shall be entitled to look to Landlord for such performance. Notwithstanding the foregoing, Sublandlord shall take commercially reasonable efforts to secure such performance upon Subtenant's written request to Sublandlord to do so.

4.3 Master Lease and Sublease Terms

(a) Subtenant acknowledges that Subtenant has reviewed and is familiar with all of the terms, agreements, covenants and conditions of the Master Lease.

(b) This Sublease is and shall be at all times subject and subordinate to the Master Lease.

(c) The terms, conditions and respective obligations of Sublandlord and Subtenant to each other under this Sublease shall be the terms and conditions of the Master Lease, except for: (i) those provisions of the Master Lease which are directly contradicted by this Sublease, in which event the terms of this Sublease shall control over the Master Lease, (ii) the representations, warranties, and indemnification obligations of Landlord under the Master Lease, which representations, warranties, and indemnification obligations will not be binding on Sublandlord as between Sublandlord and Subtenant, (iii) those provisions which, in the context used, are only applicable as between Landlord and Sublandlord, (iv) those provisions that are by their terms personal to Sublandlord and do not inure to the benefit of assignees or subtenants, and (v) Section 20 and Exhibit B. For purposes of this Sublease but except as provided in the foregoing sentence, wherever in the Master Lease the word "Landlord" is used it shall be deemed to mean Sublandlord and wherever in the Master Lease the word "Tenant" is used it shall be deemed to mean Subtenant.

(d) The time limits contained in the Master Lease for the giving of notices, making of demands, paying rent, or performing of any act, condition or covenant on the part of the Tenant thereunder, or for the exercise by the Tenant thereunder of any right, remedy or option, are changed for the purposes of incorporation herein by reference by shortening the same in each instance by three (3) days, so that in each instance Subtenant shall have three (3) days less time to observe or perform hereunder than Sublandlord has as the Tenant under the Master Lease. The time limits contained in the Master Lease for the giving of notices, making of demands or performing of any act, condition or covenant on the part of Landlord, or for the exercise by Landlord of any right, remedy or option, are changed for the purposes of incorporation herein by reference by lengthening the same in each instance by three (3) days, so that in each instance Sublandlord shall have three (3) days more time to observe or perform hereunder than Landlord has under the Master Lease.

(e) Any right of Landlord under the Master Lease of access or inspection and any right of Landlord under the Master Lease to do work in or on the Premises and any right of Landlord under the Master Lease in respect of rules and regulations, which is incorporated herein by reference, shall be deemed to inure to the benefit of Sublandlord, Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease.

(f) With respect to Subtenant's obligation to procure the insurance policies set forth in Section 14 and elsewhere in the Master Lease, wherever the Master Lease provides that Landlord is to be named an insured, for purposes of this Sublease, it shall be deemed to mean Landlord and Sublandlord are each to be named as insureds.

4.4 Termination of Master Lease

If for any reason the term of the Master Lease shall terminate prior to the scheduled expiration of the Term, this Sublease shall thereupon be terminated and Sublandlord shall not be liable to Subtenant by reason thereof, unless such termination shall have been effected because of the breach or default of Sublandlord under the Master Lease.

5. Indemnity

5.1 Indemnification

Subtenant shall indemnify, defend and hold harmless Sublandlord from and against all losses, costs, damages, expenses and liabilities, including, without limitation, reasonable attorneys' fees and disbursements, which Sublandlord may incur or pay out (including, without limitation, to Landlord) by reason of (a) any accidents, damages or injuries to persons or property occurring in, on or about the Premises (unless the same shall have been caused by Sublandlord's negligence or wrongful act or the negligence or wrongful act of Landlord) and arising out of Subtenant's negligence or wrongful act, (b) any breach or default hereunder on Subtenant's part, (c) the successful enforcement of Sublandlord's rights under this Section or any other Section of this Sublease, (d) any work done after the date hereof in or to the Premises except if done by Sublandlord or Landlord, or (e) any act, omission or negligence on the part of Subtenant and/or

its officers, partners, employees, agents, customers and/or invitees, or any person claiming through or under the indemnifying party.

5.2 Mutual Release

Neither Sublandlord nor Subtenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or tangible personal property of the other or of any third party occurring in or about the Premises, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees if such loss or damage falls within the scope of a fire and extended coverage (all risk) policy of insurance. Each party shall obtain from its respective insurer under each insurance policy it maintains a waiver of all rights of subrogation that the insurer of one party may have against the other party, and Sublandlord and Subtenant shall each indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such a waiver.

6. Notices

All notices under this Sublease shall be in writing. Notices shall be effective (a) three (3) business days after mailing by certified mail, return receipt requested, or (b) when personally delivered, in each case to the address of the receiving party set forth below:

To Subtenant:	Commonwealth Victory Fund PO Box 448 Richmond, VA 23218 Attn: Jamie Nolan
To Sublandlord:	Democratic Party of Virginia PO Box 448 Richmond, VA 23218 Attn: Tom Buneo

Either party may change its address for notices by notice to the other from time to time. Sublandlord agrees to promptly forward to Subtenant copies of any notices that Sublandlord receives from Landlord or any other third party relating to the Master Lease or the Premises.

8. Attorneys' Fees

In the event either party brings a legal action against the other party to enforce its rights hereunder, the substantially prevailing party shall be entitled to receive reimbursement from the other party of such prevailing party's costs incurred in such legal action (including the costs of appeal), including the reasonable fees and disbursement of the prevailing party's attorneys, in addition to all other rights and remedies available to the prevailing party at law or in equity.

9. Complete Agreement

This Sublease contains the entire agreement of the parties with respect to the Premises and supersedes all prior or contemporaneous writings or discussions relating to the agreements

provided for herein. This Sublease may not be amended except by a written document executed after the date hereof by the duly authorized representatives of Subtenant and Sublandlord.

10. Counterparts

This Sublease may be executed in separate counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

11. Landlord Consent

The parties acknowledge that this Sublease is contingent on Sublandlord obtaining the consent of Landlord to this Sublease pursuant to Section 11 of the Master Lease. If Sublandlord has not obtained the consent of Landlord within thirty (30) days following the mutual execution of this Sublease, either party shall have the right to terminate this Sublease by written notice to the other.

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Sublease the day and year first above written.

Subtenant:

Commonwealth Victory Fund

By Jamie D Nolan
Name: Jamie Dawn Nolan
Title: Finance Director

Sublandlord:

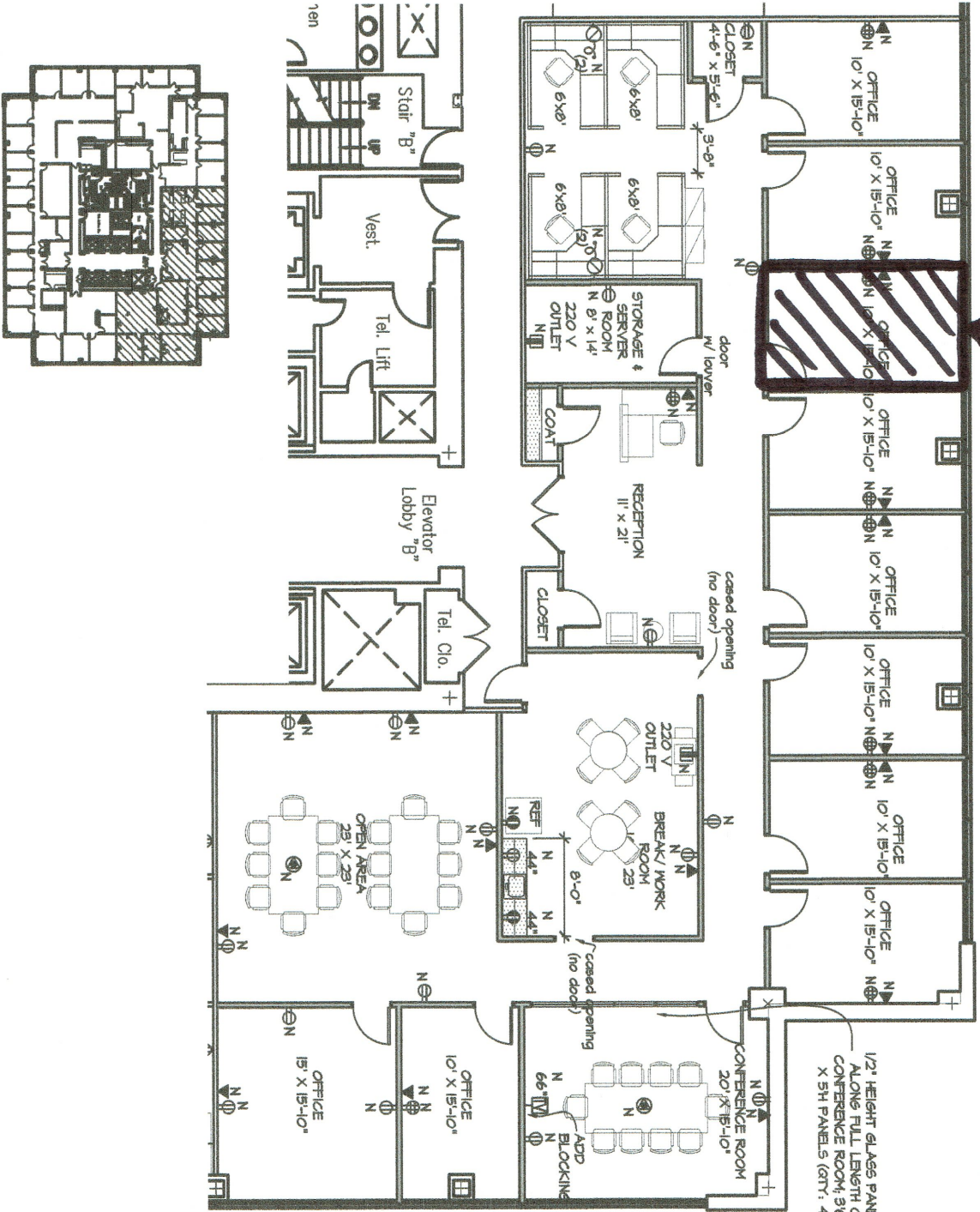
DEMOCRATIC PARTY OF VIRGINIA

By Thomas Buno
Name: Thomas Buno
Title: Chief Operating Officer

EXHIBIT A

FLOOR PLAN SHOWING PREMISES

COMMONWEALTH V.F.F.



1/2" HEIGHT GLASS PANEL
ALONG FULL LENGTH OF
CONFERENCE ROOM; 36"
X 54" PANELS (CMT: 4).

1 20TH FLOOR SPACE PLAN
NOT TO SCALE



evolve
architects
1111 East Main Street
Suite 150
Richmond, VA 23219
Tel: (804) 649-9400
Fax: (804) 649-9475
evolvearchitecture.com

PARMENTER REALTY PARTNERS

DEMOCRATIC
PARTY OF VA
20th floor

5,162 rsf
SUNTRUST CENTER
919 EAST MAIN ST
20TH FLOOR
RICHMOND VA

DATE ISSUED: 09.14.15
REVISIONS:

JOB NUMBER: 5802
DRAWN BY: CBG
CHECKED BY: RMB