

Assignment of Lease and Assumption Agreement

THIS ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT (“**Assignment**”) is made as of June 27, 2025 by and between 111 West Congress, L.L.C., a West Virginia limited liability company (“**Assignor**”), and Jefferson County Building Commission, as the nominee of the County Commission of Jefferson County, West Virginia (“**Assignee**”).

RECITALS:

A. Assignee has acquired from Assignor title to that certain real property, and any improvements situated thereon owned by Assignor, more particularly described on Exhibit “A” attached hereto (“**Property**”) pursuant to a Purchase and Sale Agreement dated as of March 20, 2025 by and between Assignor and Assignee (as amended, the “**Purchase Agreement**”). Terms that capitalized but not defined in this Assignment that are defined in the Purchase Agreement will have the same meaning in this Assignment as in the Purchase Agreement.

B. Assignor is the lessee under that certain Shared Parking Lease Agreement with the City of Charles Town, West Virginia, as lessor, dated s of February 19, 2025 and recorded in the Official Records of Jefferson County, West Virginia in Book 1340 at Page 478 (the “**Lease**”).

B. In connection with the conveyance of the Property from Assignor to Assignee, Assignor and Assignee intend and agree that, all of Assignor’s rights as lessee under the Lease will be assigned to Assignee and Assignee has agreed to assume all of the obligations of lessee under the Lease, in each case subject to and in accordance with the terms and provisions of this Assignment.

AGREEMENT:

In consideration of the foregoing recitals and other good and valuable consideration, Assignor and Assignee agree as follows:

1. Assignment by Assignor. Assignor hereby assigns and transfers to Assignee all right, title and interest of Assignor in and to the Lease.
2. Acceptance of Assignment. Assignee hereby accepts the assignment of the Lease and assumes and agrees to keep, perform and fulfill all of the duties, covenants, provisions, conditions and obligations of the lessee under the Lease.
3. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
4. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of West Virginia.
5. Counterparts. This Assignment may be executed in any number of counterparts, each of which, when so executed and when delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

111 West Congress, L.L.C., a West
Virginia limited liability company

By: American Public Education System, Inc., a West
Virginia corporation

Its: Member

By: 
Name: Nuno Fernandes, its President

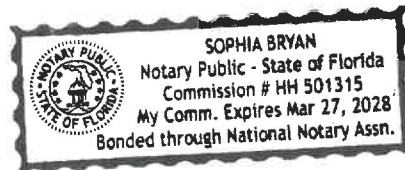
STATE OF Florida)
COUNTY OF Broward) SS.

I, Sophia Bryan, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Nuno Fernandes, being the President of American Public University System, Inc., the authorized member of 111 West Congress, LLC, a West Virginia limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company for the uses and purposes therein set forth.

WITNESS my hand and official seal this 24 day of June, 2025.


Notary Public

My Commission Expires 3/27/2028.



ASSIGNEE:

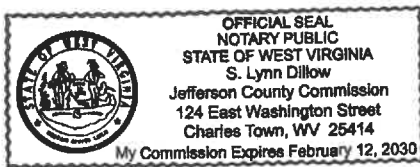
Jefferson County Building Commission, a public corporation authorized and existing under the laws of the State of West Virginia

By: [Signature]
Name: Addie Crawford
Its: Chair

STATE OF WEST VIRGINIA)
) SS.
COUNTY OF JEFFERSON)

I, S. Lynn Dillow, a Notary Public in and for said County in the State of West Virginia, DO HEREBY CERTIFY THAT Addie Crawford being the Chair of the Jefferson County Building Commission, a public corporation authorized and existing under the laws of the State of West Virginia, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said public corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal this 26th day of June, 2025.



[Signature]
Notary Public
My Commission Expires Feb. 12, 2030

EXHIBIT "A" TO ASSIGNMENT OF LEASES AND ASSUMPTION AGREEMENT

Legal Description

Being all of those parcels of real estate, lying on the west side of North George Street in the City of Charles Town, and described as follows:

Parcel One:

Beginning at the intersection of the northern limit of the Winchester Potomac Railroad Company and the western limit of North George Street the Point being shown on the "Site Plan of Gateway Center", dated June 2007 which is prepared by Dewberry as Point 226, thence with the northern limit of Winchester Potomac Railroad Company initially that has a curve with a length of 212.44, a radius of 1412.39, a tangent of 106.42, a chord bearing NW 85-59-04, a chord length of 212.24 and a delta of 8-37-05 to Point 230, thence NW 81-40-31 155.57' to Point 239 situate in the eastern boundary line of WPM Prop, LLC, thence leaving the Winchester Potomac Railroad Company and with WPM, NE 01-00-00 37.46' to Point 202, thence NE 24-45-00 52.00' to Point 203, thence leaving WPM NE 69-35-34 52.51', to Point 335, thence NE 42-11-11 39.63' to Point (undesignated), thence NE 55-56-11 29.50' to the common boundary with Grove to a Point (undesignated), thence with Grove SE 13-42-42 36.33' to Point 356, thence NE 69-35-34 117.41' to Point 1004, thence NW 20-24-26 1.00' to Point 1005, thence NE 69-35-34 49.59' to the western limit of North George Street being Point 1006, thence with North George Street SE 20-24-26 224.20' to the point of beginning.

AND BEING the same two parcels conveyed to 111 West Congress, L.L.C. by deed dated June 29, 2009, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 1066 at page 247. Reference is hereby made to said deed and other instruments referenced therein for further information regarding the subject two parcels of real estate conveyed.

Parcel Two:

Beginning at the intersection of the southern limit of the Winchester Potomac Railroad Company and the western limit of North George Street, the point being shown on the "Site Plan of Gateway Center" dated June, 2007, which is prepared by Dewberry as Point 1008, thence with the southern limit of Winchester Potomac Railroad Company by a curve having a length of 51.26', a radius of 1447.39, a tangent of 25.63, a chord bearing SE 89-46-42, a chord distance of 51.25 and a delta of 2-01-44 to Point 1007, thence leaving the Railroad Company and with the Asbury United Methodist Church SE 20-35-06 111.63' to Point 1227, thence NE 69-44-54 47.50' to Point 1226, a Number 6 rebar found to the western limit of George Street, thence with the western limit of George Street NW 20-20-01 93.70' to the point of beginning.

AND BEING the same two parcels conveyed to 111 West Congress, L.L.C. by deed dated June 29, 2009, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 1066 at page 247. Reference is hereby made to said deed and other instruments referenced therein for further information regarding the subject two parcels of real estate conveyed.

Parcel 3

That certain public right-of-way of Iron Bridge Road (AKA Old Bridge Road) and/or First Avenue vacated by that certain Ordinance Vacating, Abandoning, and Annulling that Portion of Iron Bridge Road (AKA Old Bridge Road) and/or First Avenue Not Used for Street Purposes in the City of Charles Town, Jefferson County, West Virginia and Authorizing the City Manager to Execute Such Quitclaim Deeds and Other

Documents Needed to Implement this Abandonment recorded in the office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 1340, at page 475.

Street Address: 330 George Street, Charles Town, WV
Tax Parcel No(s): 19-03-002A-0006-0000; and 03 2A 0012 0000
4933-0696-2255, v. 1

Jefferson County
Jacqueline C Shadle, Clerk
Instrument 202500007946
06/27/2025 @ 11:04:11 AM
ASSIGNMENT
Book 194 @ Page 224
Pages Recorded 5
Recording Cost \$ 12.00