

SUB-SUB-SUBLEASE AGREEMENT

Between

LATIN AMERICAN MONTESSORI BILINGUAL PUBLIC CHARTER SCHOOL

Grantor

And

THE SOJOURNER TRUTH PUBLIC CHARTER SCHOOL

Grantee

Dated: January 28, 2020

SUB-SUB-SUBLEASE AGREEMENT

THIS SUB-SUB-SUBLEASE AGREEMENT (the "**Agreement**") is dated January 28, 2020 by and between Latin American Montessori Bilingual Public Charter School, a District of Columbia nonprofit corporation and Public Charter School, with offices at 1375 Missouri Avenue NW, Washington, D.C. 20011 Attn: Executive Director, ("**Grantor**") and The Sojourner Truth Public Charter School, a District of Columbia nonprofit corporation, with offices at 3025 4th St NE, Washington, D.C., 20017 ("**Grantee**").

INTRODUCTORY STATEMENTS

A. In accordance with the Lease dated May 13, 2010, by and between The District of Columbia, a municipal corporation, as "**Prime Landlord**" and Perry Street Preparatory Public Charter School f/k/a the HYDE LEADERSHIP PUBLIC CHARTER SCHOOL OF WASHINGTON, D.C., INC. ("**Sublessor**"), as Tenant, a copy of which is attached to this Agreement as Exhibit A (together with the Sublease and Sub-Sublease described below, the "**Prime Lease**"), Prime Landlord leased to Sublessor that certain real property located at 3825 18th Street NE in Washington, D.C. commonly known as the "Taft School", including a main building, annex building, and other improvements thereon as described in the Prime Lease; hereafter referred to as the "**Premises**".

B. Pursuant to that certain Sublease dated May 1, 2013, between Sublessor, as Sublessor, and Charter School Incubator Initiative, a District of Columbia nonprofit corporation, as Sublessee ("**Sublessee**"), a copy of which is attached to this Agreement as Exhibit B (the "**Sublease**"), Sublessor leased a portion of the Premises to Sublessee consisting of approximately 22,500 square feet of improvements comprised of approximately 14,693 square feet of improvements on the first floor and approximately 7,807 square feet of improvements on the second floor of the annex building together with approximately 44,513 of underlying land ("**Subleased Premises**") (as further outlined in Exhibit C to the Sublease), and Sublessee agreed to sublease the Subleased Premises from Sublessor, on the terms and conditions contained therein.

C. Pursuant to that certain Sub-Sublease dated May 1, 2013, between Sublessee and Grantor, a copy of which is attached to this Agreement as Exhibit C (the "**Sub-Sublease**"), Grantor has sub-subleased from Sublessee the Subleased Premises on the terms and conditions contained therein.

D. Grantor has agreed to sub-sub-sublease to Grantee a portion of the Subleased Premises consisting of 4 classrooms plus any other office or "pull out" space on the second floor of the Subleased Premises (collectively, the "**Sub-Subleased Premises**"), and Grantee has agreed to sub-sub-sublease the Sub-Subleased Premises from Grantor, on the terms and conditions contained herein.

E. Grantor represents and warrants that it has all necessary authority from the Sublessee to enter into this Agreement.

F. Grantor and Grantee desire to enter into this Agreement defining their respective rights, duties and liabilities relating to the Sub-Subleased Premises.

WITNESSETH

NOW THEREFORE, Grantor and Grantee, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and each with intent to be legally bound, for themselves and their respective successors and permitted assigns, agree as follows:

1. **Agreement.** Grantor, for and in consideration of the Grantee's payment of the Usage Fee (defined in Section 6 below) and performance of the covenants contained in this Agreement, does hereby sublease to Grantee, and Grantee does hereby sublease from Grantor, the Sub-Subleased Premises. The parties hereto shall also comply with the terms of the Shared Area Use Plan (as defined in Section 9 below). Grantor shall deliver the Sub-Subleased Premises "as is," "where is" and with all faults. Grantee shall use the Sub-Subleased Premises only for the conduct of public charter school operations therein including general office purposes consistent with the Permitted Use (as defined in the Prime Lease) and pursuant to Section 6.2(1)(viii) of that certain Loan Agreement dated May 1, 2010 by and between the District of Columbia and the Sublessor. Both the Grantor and Grantee are subject to those terms and provisions of said Loan Agreement, but only as said terms and provisions apply to and relate to the Sub-Subleased Premises. Notwithstanding anything herein to the contrary, Grantor and Grantee acknowledge that Grantor has delivered possession of the Sub-Subleased Premises to Grantee in good, vacant, broom clean condition, with all building systems within the Subleased Premises in working order and with two (2) working restrooms.

2. **Security Deposit.** Upon execution of this Agreement, Grantee shall deliver to Grantor the sum of Five Thousand Dollars (\$5,000) as a security deposit hereunder ("**Security Deposit**"). The Security Deposit shall be placed in an interest bearing account for the benefit of Grantee. Upon expiration of this Agreement at the expiration of the Term or earlier termination of this Agreement, the Security Deposit together with any interest earned thereon shall be returned to Grantee; provided, however, that if any Event Default (as defined in Section 8 below) exists, the Security Deposit will be applied against any such Event of Default, and any excess proceeds thereafter remaining from the Security Deposit will be returned to the Grantee; provided, further, that in the event that this Agreement is terminated by the Grantee during the Term or due to the actions of the Grantee prior to commencement of the Term, the entire Security Deposit will be forfeited to the Grantor.

3. **Prime Lease.** This Agreement shall be subject and subordinate to all of the terms and conditions contained in the Prime Lease but only as said terms and conditions apply to and affect the Sub-Subleased Premises, and, except as otherwise provided herein, all of the terms and conditions of the Prime Lease, except as otherwise set forth herein, are hereby incorporated into this Agreement and shall be binding upon Grantee (and Grantor, to the extent applicable) with respect to the Sub-Subleased Premises to the same extent as if Grantee were named as tenant and Grantor as landlord under the Prime Lease. Capitalized terms used but not defined in this Agreement shall have the meanings assigned to them under the Prime Lease. If a term or provision of this Agreement is inconsistent or in conflict with a term or provision of the Prime Lease, the term or provision of this Agreement shall control but only as between Grantor and Grantee (including, by way of example, that Grantee shall have no obligation to pay any rent or usage fees or operating expenses except as explicitly provided herein). For purposes of this Agreement,

references in the Prime Lease to the Premises, demised premises, or similar references in the Prime Lease shall mean the Sub-Subleased Premises. Each party agrees that it shall not do or omit to do anything which would result in a default under the Prime Lease, and each party agrees to indemnify and hold the other harmless from and against all claims, demands or liabilities resulting from such party's breach, violation or nonperformance of any of its obligations under the Prime Lease, as incorporated herein. Subject to the exceptions set forth herein, Grantee shall be entitled to all of the rights and privileges of Grantor as tenant under the terms of the Prime Lease with respect to the Sub-Subleased Premises. For purposes of the indemnity set forth in Section 8.01 of the Prime Lease incorporated in this Agreement pursuant to this paragraph, "**Landlord's Indemnitees**" shall mean and include Prime Landlord, Sublessor, Sublessee, and Grantor and their respective officers, directors, agents and employees. Grantee shall not have any options or rights to extend the Term or to purchase the Premises.

4. **Prime Landlord.** Notwithstanding anything in this Agreement to the contrary, Grantor shall have no liability whatsoever to Grantee if the Prime Landlord fails to perform or fails to properly perform any services, maintenance, repairs, or other matters, obligations or actions to be performed by the Prime Landlord under the terms of the Prime Lease; provided, however, Grantor will take all reasonable actions necessary to attempt to enforce the Grantor's rights as an indirect tenant under the Prime Lease for the benefit of both Grantor under the Prime Lease and Grantee with respect to this Agreement. Such "reasonable actions" shall include, without limitation: (a) upon Grantee's written request, immediately notifying Prime Landlord, Sublessor or Sublessee, as appropriate, of its nonperformance under the Prime Lease, and requesting that Prime Landlord perform its obligations under the Prime Lease; and (b) with prior written consent from the Grantor, which shall not be unreasonably withheld, permitting Grantee to commence a lawsuit or other action in Grantor's name to obtain the performance required from Prime Landlord under the Prime Lease; provided, however, that if Grantee commences a lawsuit or other action, Grantee shall pay all costs and expenses incurred in connection therewith, and Grantee shall indemnify Grantor against, and hold Grantor harmless from, all reasonable costs and expenses incurred by Grantor in connection therewith.

5. **Term.** The term of this Agreement shall commence on the later of June 22, 2020, or Grantor's delivery to Grantee of possession of the Sub-Subleased Premises (the "**Commencement Date**"), and shall continue until June 30, 2021 (the "**Expiration Date**") (such period shall herein be referred to as the "**Term**"). Subject to the prior approval of Sublessee and, to the extent required under the Prime Lease or the Sublease, Sublessor and Prime Landlord, Grantee shall have the right to extend the Term for up to one (1) additional fiscal years. Grantee shall notify Grantor of its election to extend the Term and the length of the extension on or before October 1, 2020. Upon receipt of such notice, Grantor shall request the approval of the applicable parties.

6. **Usage Fee.**

a. For the Term, Grantee shall pay to Grantor a total annual Usage Fee of Three Hundred Thousand and No/100 Dollars (\$300,000.00) at the rate of \$30.00 per square foot full service for an agreed 10,000 square feet.

b. The Usage Fee shall be payable in quarterly installments equal to one-fourth of the annual Usage Fee, being \$75,000, commencing on July 1, 2020, and on the following November 1, February 1, and May 1 of each year of the Term. Grantee shall pay the Usage Fee installments to Grantor at the office set forth above or to such other entity or account, by check or wire transfer of immediately available funds, as Grantor may direct in writing.

c. This is a full service use agreement. The Usage Fee covers rent, utilities (gas, water, electricity, and trash removal), building engineering, maintenance and repairs, nightly cleaning, day porter, landscape maintenance, snow removal, monthly security system monitoring, pest control, and kitchen equipment.

d. The Usage Fee does not include additional security, food service, computers and related hardware and software, telephone equipment, furniture, fixtures and equipment in and to the Sub-Subleased Premises, sports equipment and other program related equipment, internet or telephone service and usage or the cost of any improvements to the Sub-Subleased Premises. These items will be at the Grantee's sole cost and expense.

e. To secure payment of any and all amounts due by Grantee to Grantor under or in connection with this Agreement, including, without limitation, payment of the Usage Fee (collectively, the "**Secured Obligations**"), Grantee hereby grants to Grantor a first priority lien on, and security interest in, to the extent legally permissible, all of Grantee's rights, title and interest in, to, and under, any and all subsidy payments, operating funds, financial assistance, benefits, grants, awards and other payments and funds now or at any time hereafter provided by any federal, state or local governmental or quasi-governmental authority, entity, agency or instrumentality, which fund, in whole or in part, any or all of the operating costs of the Grantee's operations at the Sub-Subleased Premises (collectively, the "**Governmental Payments**"), which lien and security interest may be enforced in equity or at law. Grantor shall be entitled as a matter of right to have a receiver appointed for the Grantee in order to receive or take possession of the Governmental Payments under order of court. Grantee agrees that Grantor shall have in respect thereof all of the rights and remedies of a secured party under the applicable Uniform Commercial Code. The Grantee will defend the title to the Governmental Payments (or any part thereof) and will promptly upon request of the Grantor execute, acknowledge, deliver or obtain any financing statement, continuation statement, security agreement, assignment, instruments, acknowledgments, bailee and other third party waivers, filings or other documents as may be necessary or desirable, in the opinion of the Grantor, to create, perfect (by control or otherwise), preserve, provide notice of, maintain, continue, realize upon, protect and/or extend the assignment, lien or security interest granted to the Grantor under this Agreement and its priority. In particular, Grantee hereby authorizes and empowers Grantor to file any financing statement, continuation statement or amendment in furtherance of the foregoing.

7. Assignment and Subleasing. Grantee shall not have the right to assign this Agreement or sublet the Sub-Subleased Premises, in whole or in part.

8. Default.

a. If Grantee defaults in the performance of any of the covenants, conditions or agreements contained in this Agreement or the Prime Lease and fails to cure the same within

twenty (20) days after receipt of written notice from Grantor for monetary defaults and within thirty (30) days after receipt of written notice from Grantor for non-monetary defaults, regardless of any longer cure periods set forth in the Prime Lease unless (i) such non-monetary default is a default or causes a default under the Prime Lease for which no cure period is provided in the Prime Lease, in which case there shall be no cure period under this Agreement, or (ii) such non-monetary default is incapable of being cured within thirty (30) days, in which event Grantee shall have an additional reasonable period of time if it diligently commences and proceeds to cure the same but not to exceed an additional ninety (90) days, Grantor shall be entitled to invoke against Grantee the remedies which are available to Prime Landlord under the Prime Lease and any other remedy available at law or equity.

b. Notwithstanding the foregoing subparagraph, Grantee acknowledges and agrees that in the event that Grantee's charter to operate a public charter school is revoked or adversely modified, it shall be an automatic event of default under this Agreement without notice to the Grantee and shall result in the automatic termination of this Agreement without further notice to Grantee.

c. In the event either party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, the successful party in such action, as determined by the court, shall then be entitled to receive and shall receive from the other of said parties, in every such action commenced, a reasonable sum as attorney's fees and costs, to be fixed by the court in the same action.

9. Compliance with Laws. In addition to any obligations under the Prime Lease, Grantee, at its sole expense, shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and municipal governments and of any and all their respective Departments and Bureaus ("Applicable Laws") applicable to the use and occupancy of the Sub-Subleased Premises by Grantee. Notwithstanding the foregoing, Grantee shall not be responsible for the compliance of the Premises (except the Sub-Subleased Premises) or the Improvements with any Applicable Laws. Grantee shall maintain or cause the Sub-Subleased Premises to be maintained in good condition and repair throughout the Term. Notwithstanding anything in this Agreement to the contrary, Grantee shall not be required to comply with or cause the Sub-Subleased Premises to comply with any Applicable Laws or insurance requirements requiring the construction of alterations unless such compliance is necessitated solely due to Grantee's particular use of the Sub-Subleased Premises.

10. Limitations on Grantor's Liability. Grantee acknowledges that Grantor has made no representations or warranties with respect to the Premises or the Sub-Subleased Premises or any fixtures, equipment or other personal property of Grantor included with the Sub-Subleased Premises except as provided in this Agreement. Grantor shall not be obligated to make any Improvements or alterations to the Sub-Subleased Premises or the Subleased Premises as a condition of this Agreement. Except as otherwise provided herein, Grantee accepts the Sub-Subleased Premises and any such personal property in AS IS WHERE IS and "with all faults" condition. Grantor represents that the Sub-Subleased Premises shall be wheelchair accessible throughout the Term at no cost to Grantee.

11. Casualty and Condemnation. In the event of casualty or condemnation, if the Prime Lease is terminated with respect to the Premises pursuant to the provisions of the Prime Lease, this Agreement shall automatically terminate at the same time, and Grantee shall have no claim against Grantor, Prime Landlord, Sublessor, or Sublessee for the loss of its interest or any of Grantee's property; provided, however, Grantee may pursue its claim against the appropriate governmental body. If the Prime Lease is not terminated but, nevertheless, the Sub-Subleased Premises is not useable for Grantee's business as a result of a casualty or condemnation and will continue to be so unusable for at least another forty-five (45) days after the same, Grantee shall have the right to terminate this Agreement, in which event the parties shall have no further liabilities or obligations to each other hereunder.

12. Notices. All notices given pursuant to the provisions of this Agreement shall be in writing, addressed to the party to whom notice is given and hand delivered or sent registered or certified mail, return receipt requested, in postage paid envelope or by nationally recognized overnight delivery service to the addresses set forth above.

It is understood and agreed that, unless specifically modified by this Agreement, Grantor shall be entitled to the length of cure period required to be given to the Prime Landlord under the Prime Lease plus three (3) days.

All notices shall be deemed given upon receipt or rejection.

Notices shall be given to a party at the address set forth in the preamble of this Agreement. Either party by notice to the other may change or add persons and places where notices are to be sent or delivered. In no event shall either party to this Agreement designate more than three (3) persons to whom it shall request notices be sent in addition to any notice requirements of Prime Landlord.

13. Brokers. Grantor and Grantee each represents and warrants to the other that in connection with this Agreement it has not employed or dealt with any broker, agent or finder. Each party shall indemnify and hold the other party harmless from and against any claim for brokerage or other commissions asserted by any broker, agent or finder by, through or under it.

14. Counterparts. This Agreement may be executed in one or more counterparts and delivered electronically, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same instrument.

15. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the District of Columbia (without reference to choice of laws principles thereof).

16. No Recording. Grantor and Grantee agree not to record this Agreement or any memorandum of this Agreement.

17. Public Charter School Assurance. Grantee represents and warrants to Grantor that it is a "public charter school" as defined in the Office of Public Charter School Financing and Support Credit Enhancement for Charter Schools Facilities Federal Grant Program Assurances

Statement, as set forth in Exhibit D to the Sublease, and meets all of the requirements as set forth therein.

18. Maintenance and Repairs. Grantee shall keep and maintain the Sub-Subleased Premises in good condition and repair, excepting (i) all reasonable wear and tear, casualties, condemnation, Hazardous Materials (other than those released or emitted by Grantee), alterations or other interior improvements which it is permitted to surrender at the termination of this Sublease, and (ii) repairs that Grantee is not responsible for under this Sublease. Notwithstanding the foregoing, Grantee shall have no responsibility to perform or construct any repair, maintenance, or improvements that: (a) are necessitated by the acts or omissions of Grantor or any other occupant of the Building, or their respective agents, employees or contractors; (b) for which Grantor has a right of reimbursement from others; (c) are made to the structural portions of the Premises, including the Sub-Subleased Premises, as well as the foundations and areas beneath foundations; (d) which could be treated as a "capital expenditure" under generally accepted accounting principles; (e) are made to the heating, ventilating, air conditioning, electrical, water, sewer, and plumbing systems serving the Sub-Subleased Premises and the Building; or (f) are made to any portion of the Building outside of the demising walls of the Sub-Subleased Premises. In addition to all other services provided directly or indirectly by Grantor to Grantee under this Agreement, Grantor shall also provide or cause Sublessee to provide night time custodial services for the Sub-Subleased Premises as well as day-porter services to the Sub-Subleased Premises throughout the work day.

19. Surrender. Grantee's obligations with respect to the surrender of the Sub-Subleased Premises shall be fulfilled if Grantee surrenders possession of the Sub-Subleased Premises in the condition existing at the Commencement Date, ordinary wear and tear, casualties (unless caused by Grantee), condemnation, and Hazardous Materials (other than those released or emitted by Grantee in or about the Sub-Subleased Premises) excepted. Grantee shall not be required to remove any alterations existing in the Sub-Subleased Premises on the date hereof. In the event that Grantee fails to surrender the Sub-Subleased Premises in the condition required by this Agreement on or before expiration of the Term, Grantee shall pay to Grantor a Usage Fee for each month or portion thereof that Grantee holds over after the expiration of the Term in the amount of \$31,250.00 [$\$25,000.00 \times 1.25\%$].

20. Signage. Grantee shall have the right to install exterior signage above a designated entrance and interior signage, all at Grantee's expense, subject to the provisions of Section 4.03 of the Prime Lease and Grantor's prior approval of the design and placement of such signage.

21. Waiver of Subrogation. Notwithstanding anything in this Agreement to the contrary, Grantor and Grantee hereby release each other and their respective agents, employees, successors, assignees and sublessees from all liability for damage to any property that is caused by or results from a risk which is actually insured against, which is required to be insured against under the Prime Lease or this Agreement, or which would normally be covered by "all risk" property insurance, without regard to the negligence or willful misconduct of the person or entity so released. All of Grantor's and Grantee's repair and indemnity obligations under this Agreement shall be subject to the waiver and release contained in this paragraph. Each party shall cause each insurance policy it obtains to provide that the insurer thereunder waives all recovery by way of subrogation as required herein in connection with any injury or damage covered by such policy.

22. Grantor's Obligations. Grantor shall fully perform all of its obligations under the Sub-Sublease to the extent Grantee has not expressly agreed to perform such obligations under this Agreement. Following a casualty, if this Agreement is not terminated, Grantor shall restore any improvements it installed in the Sub-Subleased Premises and the Grantor's Property, to the extent such restoration is not the responsibility of Prime Landlord, Sublessor or Sublessee under the Prime Lease.

23. Subordination and Attornment; Estoppel

A. This Agreement shall be subject and subordinate in all respects to the lien and terms of any mortgage or deed of trust which encumbers the Sublessee's interest in the Sublease (each, as amended, restated, supplemented or otherwise modified, a "**Superior Instrument**"); provided that this subordination will be subject to any holder of such Superior Instrument (together with its or their successors and assigns, a "**Lender**") agreeing not to disturb the Grantee's possession under this Agreement if Grantee attorns to such Lender in all of Grantee's obligations under this Agreement, all as set forth in that certain Subordination, Non Disturbance and Attornment Agreement attached hereto as Exhibit E to the Sublease. So long as (i) the Grantee pays all amounts as may be specified in this Agreement as and when specified by this Agreement and is not otherwise in breach of any of its obligations and covenants pursuant to this Agreement, (ii) the Term of this Agreement has commenced and Grantee is in possession of the Sub-Subleased Premises, (iii) this Agreement shall be in full force and effect and shall not have been otherwise modified or supplemented in any way without Lender's prior written consent, (iv) Grantee attorns to Lender in accordance with this Section 23, and (v) neither Lender nor any person acquiring title to the Sublessee's interest in the Subleased Premises through a foreclosure or a deed in lieu of foreclosure (each an "**Acquiring Party**") shall be liable under any actual or implied warranty of construction, any Lender agrees for itself and its successors and assigns and for any Acquiring Party, (i) to recognize Grantee's rights under this Agreement and (ii) Grantee's possession of the Sub-Subleased Premises pursuant to the terms of this Agreement and will not be disturbed during the term of this Agreement by reason of foreclosure. Grantee agrees to attorn to, accept and recognize any Acquiring Party pursuant to the provisions expressly set forth herein for the then remaining balance of the Term. Grantee agrees to execute and deliver, at any time and from time to time, upon request of a Lender or an Acquiring Party, a new agreement with Lender or Acquiring Party upon the same terms and conditions as this Agreement and any reasonable instrument which may be necessary or appropriate to evidence such attornment.

B. Grantee shall execute the Subordination, Non-Disturbance and Attornment Agreement in the form attached as Exhibit E to the Sublease as may be required by the Lender.

24. [Intentionally Deleted.]

25. Other Conditions.

- Grantee must be in good standing with the District of Columbia and the District of Columbia Public Charter School Board, including the ongoing existence of its charter to operate the school at the Sub-Subleased Premises.

- Grantee shall demonstrate minimum enrollment at the Sub-Subleased Premises of at least 70 students at all times.
- Grantee shall submit to Grantor its fiscal year-end audited financial statements by November 1 of each year prepared by an independent certified public accounting reasonably satisfactory to Grantor.
- Grantee shall submit to Grantor its annual budget for the 2020-2021 school year as submitted to the District of Columbia Public Charter School Board prior to the Commencement Date.

26. Grantee's Improvements and Furnishings. Grantee shall be allowed to install its own tenant improvements, subject to the reasonable approval of the Grantor and any approvals required under the Prime Lease. Grantee shall be allowed to use any of the furniture, fixtures or equipment belonging to Grantor and currently stored for the leased classrooms at no additional cost. Prior to the Commencement Date, the parties will conduct a walk through of the Sub-Subleased Premises, and Grantor will remove any excess personal property belonging to Grantor at Grantor's cost prior to the Commencement Date.

27. Grantee's Contingencies. This Agreement shall be contingent upon Grantee obtaining any necessary zoning approvals required for Grantee's use and occupancy of the Sub-Subleased Premises prior to the Commencement Date [**confirm deadline**]. If such approvals are not obtained prior to the Commencement Date, or if any such approval or Grantee's right to occupy the Sub-Subleased Premises are revoked for any zoning-related reason during the Term, Grantee shall have the right to terminate this Agreement. If pursuant to any Applicable Law, Grantee is required to implement any improvements to the Sub-Subleased Premises, Grantee will be entitled to credit against the last installment of the Usage Fee in an amount equivalent to the reasonable hard and soft costs of the required improvements.

28. Shared Amenities and Spaces. In conjunction with its sublease of the Sub-Subleased Premises, Grantee shall have the right to use, on a non-exclusive basis, the following (collectively, the "Shared Space"):

1. All available outdoor and greenspace in and around the exterior of Premises including without limitation, the courtyard space, if and to the extent that Grantor has the right to use such space. Specific times of use (to avoid overlap) to be determined by agreement of the parties.
2. The multi-purpose room, which shall be shared with Grantee during breakfast in the morning (with Grantor's students on one side and Grantee's students on the other), and the right to exclusive use of the multipurpose at least four days a week from 8:45 a.m. until 1:00 p.m., provided that Grantor can set up for naptime prior to 1:00 p.m. and as needed.
3. The right to participate in Grantor's contract with Revolution Foods (or any other food vendor) to consolidate and share food services. Grantee will pay its

prorated share of any shared orders. Regardless of food vendors and contracts, Grantee will have shared access to warming ovens and cooling refrigerators.

4. Grantor shall permit Grantee to utilize its WIFI services so that Grantee can operate under the same contract but with a different network and password. Grantee will pay its prorated share of the cost of such services.
5. Grantor shall permit Grantee to utilize its phone services to Grantee so that it can operate under the same contract but with different lines. Grantee will pay its prorated share of the cost of such services.
6. Grantee will have full access to the entire leased 7,800 sq. ft. of the Subleased Premises on the 2nd floor.
7. Grantor and Grantee shall share use of and access to the 1st floor staff lounge, adult restrooms, and conference room located in the Subleased Premises.
8. Grantee's students will have shared access to and use of the health suite and nurse.

Grantee's use of the Shared Space shall be subject to the availability of the shared space, the Shared Use Plan, and any rules or regulations promulgated by Grantor for the use of the Shared Space.

29. Entry Door and Reception Area. Subject to Grantor's prior written approval, Grantee shall be allowed to share or establish a reception area inside its entrance to the Sub-Subleased Premises to receive students and guests. If permitted under Applicable Laws, Grantee shall use the entry door on the South Dakota side of the Premises as its main entrance and install a reception desk immediately inside such door. If the use or installation of such reception desk is not permissible under Applicable Laws, Grantee shall share with Grantor as its main entrance the entry door on the Perry Street NE side of the Premises.

30. Insurance. Grantee must maintain customary levels of insurance coverage related to personal property, casualty and liability claims.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed as of the day and year first above written.

GRANTOR:

**LATIN AMERICAN MONTESSORI
BILINGUAL PUBLIC CHARTER
SCHOOL**

By 

Charis Sharp
Executive Director

GRANTEE:

**THE SOJOURNER TRUTH PUBLIC
CHARTER SCHOOL**

By 

Name: JUSTIN LESSEK
Title: EXECUTIVE DIRECTOR

SECRET

CONFIDENTIAL

Exhibit A - Page 1

CHICAGO, ILL.

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EXHIBIT C

COPY OF SUB-SUBLEASE