

EXECUTION COPY

SUBLEASE AGREEMENT

BETWEEN

**RICHART WRIGHT PUBLIC CHARTER SCHOOL FOR JOURNALISM AND MEDIA
ARTS,**

a District of Columbia nonprofit corporation

(Sublessor)

AND

**AppleTree Early Learning Public Charter School
a District of Columbia nonprofit corporation**

(Subtenant)

**475 SCHOOL STREET SW
WASHINGTON, D.C.**

Dated: July 15, 2019

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this "**Sublease**") is made and entered into as of the 15th day of July, 2019, by and between (i) RICHARD WRIGHTPUBLIC CHARTER SCHIOOL FOR JOURNALISM AND MEDIA ARTS, a District of Columbia nonprofit corporation ("**Sublessor**"), and (ii) APPLETREE EARLY LEARNING PUBLIC CHARTER SCHOOL , a District of Columbia nonprofit corporation ("**Subtenant**").

RECITALS:

A. By Deed of Lease dated April 16, 2019 the "**Prime Lease**"), Tellurium, LLC, a District of Columbia limited liability company ("**Landlord**"), leased to Sublessor, as lessee, approximately 62,254 rentable square feet of space being the entire building (the "**Building**") together with the underground parking garage, outside surface parking lot and real property/land underlying the building (together, the "**Prime Lease Premises**") located at 475 School Street, S.W., Washington, D.C., at the rent and subject to the terms and conditions set forth in the Prime Lease; and

B. Subtenant desires to sublease from Sublessor the space located on the first (1st) floor of the Building that is depicted on **Exhibit A** attached hereto and made a part hereof (the "**Sublet Premises**") containing approximately 11,000 rentable square feet, upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals: Incorporation of Terms.** The foregoing recitals, and, subject to the provisions of Section 5 hereof, the terms and provisions of the Prime Lease, are incorporated herein by reference and are made a substantive part of this Sublease. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Prime Lease. This Sublease is subject and subordinate to the Prime Lease in all respects.

2. Sublet Premises Leasehold Improvements.

(a) **Sublease; Condition of Sublet Premises.** Sublessor does hereby sublease to Subtenant and Subtenant does hereby subcase from Sublessor the Sublet Premises upon the terms and conditions set forth herein. Subtenant has fully inspected the Sublet Premises and except as expressly set forth herein, Subtenant shall accept the Sublet Premises in its "as is," "where-is" condition as of the date hereof, except as otherwise provided in Section 2(b) below. Subtenant acknowledges that, except as specifically set forth in this Sublease, no representations, statements or warranties, express or implied, have been made by or on behalf of Sublessor with respect to the condition of the Prime Lease Premises, the Sublet Premises or the Building. Subtenant shall be and remain fully responsible and liable for any and all damage, injury or other harm to person or property in, on or to the Sublet Premises or the Prime Lease Premises caused by Subtenant, its agents, representatives, officers, directors, employees, staff and guests, including but not limited to all costs of repairs necessary or

appropriate to restoring the Sublet Premises and/or the Prime Lease Premises to the condition that existed prior to the occurrence of any such damage, injury or other harm.

(b) **Leasehold Improvements.** Sublessor shall perform the improvements described on **Exhibit B** attached hereto and made a part hereof (the "**Improvements**") in a good and workmanlike manner in compliance with the Prime Lease and the requirements of any Governmental Authority applicable thereto. Sublessor shall notify Subtenant of its substantial completion of the Improvements as reasonably determined by Sublessor (anticipated to be approximately on or about August 1, 2020), and the parties shall jointly inspect the Improvements and prepare a written punch list of incomplete Improvements work. The Sublet Premises shall be deemed to be substantially complete when the work and materials to be provided pursuant to **Exhibit B** (except for items of work and adjustment of equipment and fixtures that can be completed after the Sublet Premises are occupied without causing substantial interference with Subtenant's use of the Premises (i.e., the "punch list" items)) have been completed, as reasonably determined by Sublessor. The Improvements shall be constructed by Sublessor at its own initial cost and expense, but Subtenant shall reimburse Sublessor for all such expenditures made by Sublessor through and by payment of Annual Base Rent, Additional Subrent, and other sums due hereunder. Subtenant, by taking possession of the Sublet Premises, is deemed to acknowledge that Sublessor has satisfactorily performed all work to be performed by it as set forth herein, subject to certain punch list items as may be agreed to by Sublessor and Subtenant.

3. **Term.** The term of this Sublease (the "**Sublease Term**") shall begin on the date of substantial completion of the Improvements and delivery of possession of the Sublet Premises to Subtenant (the "**Sublease Commencement Date**"), and shall terminate on that date that the term of the Prime Lease expires, subject to earlier termination pursuant to the terms hereof. For all purposes of this Sublease, the term "**Sublease Year**" shall mean, with respect to the first Sublease Year, the period commencing on the Sublease Commencement Date and ending on June 30, 2020 and, with respect to future Sublease Years, the one year periods commencing on each July 1 thereafter. Sublessor will confirm the Sublease Commencement Date (which may be via e-mail to "tom.keane@appletraineinstitute.org"), and absent any objection from Subtenant that date will be deemed to be the Sublease Commencement Date for purposes of this Sublease.

4. **Rent.**

(a) **Base Subrent.** Subtenant, in consideration for the subleasing of the Sublet Premises for the Sublease Term, agrees to pay to Sublessor an annual rent which shall be equal to the Sublessor's actual costs of providing Subtenant access to and use of the Sublet Premises (the "**Annual Base Subrent**"). Such actual costs payable by Subtenant to Sublessor hereunder shall include, but are not limited to: (i) Sublessor's base rent owed to the Landlord under the Prime Lease; (ii) Subtenant's Proportionate Share (as defined in Section 4(c) below) of amounts payable by Sublessor to lenders or others as debt service on Sublessor's financing for the Prime Lease Premises and Building; (iii) costs paid by Sublessor associated with maintaining the common areas of the Building and Premises based upon a factor of two percent (2%) of the Annual Base Rent; (iii) the costs incurred by Sublessor in connection with performing any repairs to the Premises; and (iv) the costs paid by Sublessor in connection with the repair, maintenance, and security of the Building, other than those, if any, being paid

directly by Subtenant. Beginning on the Sublease Commencement Date, and thereafter throughout the Sublease Term, Subtenant shall pay to Sublessor, the Annual Base Subrent for each Sublease Year in an amount set forth on **Exhibit C** attached hereto and made a part hereof.

(b) Subrental Payments. The Annual Base Subrent for each Sublease Year shall be payable by Subtenant to Sublessor in equal monthly installments in advance. All payments to be made by Subtenant hereunder shall be payable to Sublessor at the address set forth in Section 16, or at such other address as Sublessor shall designate in writing, by good check or by wire transfer of funds. All payments of Annual Base Subrent and Additional Subrent (hereafter defined) hereunder shall be made by Subtenant without demand, abatement, set-off, offset or reduction of any kind. Contemporaneously with its execution of this Sublease, Subtenant shall pay to Sublessor the first monthly installment of Annual Base Subrent due hereunder. All payments of Annual Base Subrent shall be due and payable on the first day of each and every calendar month during the Sublease Term. Subtenant's obligation to pay Annual Base Subrent and Additional Subrent hereunder during the Sublease Term shall survive the expiration or earlier termination of this Sublease. In the event that the Sublease Term commences on a date other than the first day of a calendar month or expires on a day other than the last day of a calendar month, Annual Base Subrent and/or Additional Subrent owed for less than a full month shall be prorated on the basis of a 30-day month. In the event that any Annual Base Subrent or Additional Subrent is not paid when due, Subtenant shall pay to Sublessor interest thereon from the date due until paid at the Default Rate (as defined in the Prime Lease), compounded monthly, and if any such amount is not paid within ten (10) days after such payment is due, Subtenant shall pay to Sublessor, in addition to the accrued interest specified above, a late charge in an amount equal to five percent (5%) of such overdue amount.

(c) Additional Subrent. For purposes hereof, "**Additional Subrent**" means Subtenant's Proportionate Share (hereinafter defined) of all triple net (NNN) lease costs and expenses paid or to be paid by Sublessor as and when due under the Prime Lease including those attributable to utility services, taxes, operating expenses, maintenance and the repair and replacement of capital items, but excluding any fines, penalties, interest, late charges, or associated costs and expenses payable by Sublessor through no fault or cause of Subtenant; any fees, costs or expenses for services to the Prime Lease Premises that do not benefit the Sublet Premises, and any fees or costs relating to Landlord's approval of this Sublease, and all other amounts (other than Annual Base Subrent) payable by Subtenant to Sublessor pursuant to this Sublease. Subtenant shall be and remain responsible for the payment of all water, gas, electricity, telephone, sewer, heat, steam, fuel, snow removal, landscaping, hot water, and all other services and utilities of every kind and nature supplied to the Sublet Premises from and after the Sublease Commencement Date. Subtenant shall be solely responsible for the connection, hook-up, and tap-ins, and arrangements for utility service, including the payment of all impact fees, deposits, fees and all other charges and costs incurred in connection therewith during the Term of this Agreement. Sublessor shall reasonably cooperate with the Subtenant, at no cost to the Sublessor, to cause such utilities and services, if any, to be secured by the Subtenant. For purposes hereof, "**Subtenant's Proportionate Share**" shall be [TO BE DETERMINED] percent (TBD%) (being the percentage which the rentable area of the Sublet Premises bears to the 62,254 square feet of rentable area in the Building). Subtenant shall pay such amounts to Sublessor, as Additional Subrent, at the same time and in the same manner

(including estimated monthly installments) and with the same adjustments as provided in the Prime Lease. Notwithstanding the foregoing or anything to the contrary contained herein, if and to the extent Real Estate Taxes (as such term is defined in the Prime Lease) are levied against Sublessor due to the presence of Subtenant in the Building, any such Real Estate Taxes so assessed shall be paid by Subtenant.

5. Compliance with Prime Lease.

(a) Obligations under the Prime Lease. Subtenant hereby acknowledges that it has read the Prime Lease, a true, correct and complete copy of which (redacted to delete certain business or confidential terms) is attached hereto as **Exhibit D** and, except as set forth below, is incorporated herein by reference as fully as if the terms and provisions thereof were set forth herein. Subtenant agrees to assume the same responsibilities and duties and to enjoy the same rights and privileges that the Sublessor has as "Tenant" from and to the Landlord with respect to the Sublet Premises, excepting matters relating to the identification of the Sublet Premises, and the amount and due dates of the rentals payable therefor, and other excluded terms set forth hereinbelow; provided, however, in no event shall Sublessor be deemed to have assumed the responsibilities of the Landlord under the Prime Lease, including, without limitation, any repair or maintenance obligations, any obligation to provide services or any obligation to restore the Building and/or Sublet Premises following any damage, destruction or condemnation, nor shall Sublessor be responsible for the compliance of the Landlord with the provisions of the Prime Lease. The foregoing notwithstanding, Sublessor agrees to use reasonable efforts to enforce its rights under the Prime Lease against Landlord with respect to the Sublet Premises, provided that: (A) to the extent such enforcement of rights pertains to the Prime Lease Premises, including the Sublet Premises, Subtenant shall reimburse Sublessor within ten (10) days following written demand for Subtenant's Proportionate Share of all out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Sublessor in attempting to enforce the Prime Lease; and (B) to the extent the enforcement of rights pertains solely to the Sublet Premises, Subtenant shall reimburse Sublessor within ten (10) days following written demand for the full amount of all such out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Sublessor in attempting to enforce the Prime Lease; provided, however, that if the benefit of the enforcement of such rights does not accrue to Subtenant (e.g., if such benefit will only apply after the expiration of the Term of this Sublease), Subtenant shall not be liable for such costs if Sublessor elects to pursue such action.

(b) Incorporation of Prime Lease Provisions. In furtherance of the provisions of Section 5(a), except as otherwise specifically provided for herein, the subletting effected hereby shall be upon all of the terms and conditions of the letting effected by the Prime Lease to the extent applicable to the Sublet Premises, except the provisions of the Prime Lease relating to "Landlord" shall be deemed to refer to Sublessor, the provisions thereof relating to "Tenant" shall be deemed to refer to Subtenant, the provisions of the Prime Lease relating to the Premises (as defined in the Prime Lease) shall be deemed to refer to the Sublet Premises and the provisions of the Prime Lease referring to the Lease shall be deemed to refer to this Sublease. The foregoing notwithstanding, the following provisions of the Prime Lease shall not be applicable to this Sublease: Section 2.2 (Lease Term), Section 2.6 (Renewal Option), Section 1(b) and 3.1 (Rent); Section 5.1 (Security Deposit), Article IX (Maintenance

and Repair) except as it pertains to the interior of the Sublet Premises and the mechanical, electrical, and plumbing equipment located in and serving the Sublet Premises, Article VIII (Assignment and Subletting), Section 7.1 (Parking) except Subtenant shall be entitled to the use of TBD parking spaces in the underground parking garage and TBD spaces in the outside surface parking lot, at a total annual fee payable to Sublessor of \$TBD), Article XIII (Insurance), Article X (Tenant Improvements) and Section 22.4 (Brokers).

(c) Avoidance of Prime Lease Termination. Sublessor and Subtenant each covenants that it shall take no action or permit anything to be done which would constitute a default under, or cause a termination of, the Prime Lease (provided that Sublessor shall be entitled to terminate the Prime Lease pursuant to Section 8 of this Sublease in connection with the exercise of its rights following any condemnation or casualty affecting the Sublet Premises). Each of Sublessor and Subtenant shall indemnify, defend and hold the other harmless from and against any loss, cost, damage or expense (including, without limitation, court costs and reasonable attorneys' fees) incurred as a result of a breach by Sublessor or Subtenant, as the case may be, of the foregoing covenant. Sublessor shall furnish Subtenant with copies of all notices of default received from Landlord pertaining to the Sublet Premises or Subtenant's acts or omissions. Subtenant shall have the right and opportunity to cure any such default caused by Subtenant pursuant to the terms contained in Section 12 of this Sublease.

(d) Actions Requiring Landlord Consent. Whenever Subtenant desires to take any action that would require the consent of Landlord under the Prime Lease, Subtenant shall not take such action unless the consent of both Landlord and Sublessor to such action is obtained.

6. Alterations. Subtenant shall not make any alterations, additions, or improvements on or to the Sublet Premises without first obtaining the prior written consent of Sublessor (which approval shall not be unreasonably withheld, delayed or conditioned) and Landlord. All alterations, additions, and improvements shall be made at Subtenant's sole cost and expense in accordance with the provisions of Section 10.2 of the Prime Lease and this Sublease. Prior to the end of the Sublet Term (including any early termination of the Sublet Term), Subtenant shall remove all alterations, additions or improvements made by Subtenant with respect to which under the Prime Lease Sublessor has a removal obligation upon the expiration or termination of the Prime Lease, provided that Sublessor notifies Subtenant of such obligation at the time of approval of any alterations or improvements or at least 30 days prior to expiration of this Sublease, unless both the Landlord and Sublessor have approved such installation and waived such removal obligation at the time of the installation thereof by Subtenant. Upon completion of any leasehold improvements other than the Improvements made by Sublessor pursuant to Section 2(b) hereof, Subtenant shall deliver to Sublessor a copy in paper and electronically in the latest version of AutoCAD of the "as-built" drawings for the leasehold improvements installed in the Sublet Premises. Sublessor shall have the right, but not the obligation, to periodically inspect the performance of the construction of the leasehold improvements

7. Liability for Damage or Injury and Indemnification; Insurance.

(a) Sublessor shall not be liable for any damage to the Sublet Premises or any injury to persons sustained by Subtenant or its employees, agents, invitees, guests, or other persons caused by conditions or activities on the Sublet Premises or the Building, or activities of Subtenant in or upon the Building (except to the extent any loss, cost, damage or expense is attributable to the gross negligence or intentional misconduct of Sublessor or its agents or employees, and Subtenant hereby indemnifies and saves harmless Sublessor from any liability, loss, cost or expense (including, without limitation, reasonable attorneys' fees) arising out of or in any way relating to the Sublet Premises or Subtenant's use and occupation thereof (other than any loss, cost, damage or expense attributable to the gross negligence or intentional misconduct of Sublessor or its agents or employees). Subtenant's obligation hereunder shall survive the termination of this Sublease.

(b) Subtenant shall carry liability insurance as required of Sublessor under Sections 13.1 and 13.2 of the Prime Lease, including naming as additional insureds, Sublessor, Landlord, and Landlord's Mortgagee (as identified in the Prime Lease) if Subtenant has actual notice thereof. Subtenant shall provide Landlord and Sublessor with all certificates of insurance required under the Prime Lease, and, with respect to the Sublet Premises, shall comply with all insurance requirements imposed upon Sublessor as "Tenant" under Sections 13.1 and 13.2 of the Prime Lease.

(c) Subtenant shall carry All-Risk insurance upon all property of every description and kind owned by Subtenant and located in the Building or for which Subtenant is legally liable or installed by or on behalf of Subtenant, including without limitation, furniture, fittings, installations, furnishings, movable trade fixtures and personal property, and alterations, in an amount not less than one hundred percent (100%) of the full replacement cost thereof. All such insurance policies shall name Sublessor, Landlord, and Landlord's Mortgagee (as defined in the Prime Lease), if Subtenant has actual notice thereof, as named insureds thereunder.

(d) Subtenant shall maintain, for the benefit of Sublessor, rental loss insurance in the event of casualty to the Sublet Premises, with loss payable to Sublessor as an additional named insured, in an amount not less than twelve (12) months rental payable by Subtenant hereunder.

8. Casualty and Condemnation. In the event of damage or destruction of the Sublet Premises or other portion of the Building by fire or other casualty, this Sublease shall not terminate unless the Prime Lease shall terminate, absolutely or with regard to the Sublet Premises, in accordance with the provisions of the Prime Lease. The rental obligation of Subtenant shall abate or be prorated only if Sublessor's rental and/or additional rental obligations with respect to the Sublet Premises is abated pursuant to the terms of the Prime Lease. In the event the Prime Lease is terminated due to a taking of all or any portion of the Prime Lease Premises, Subtenant shall have no claim against Sublessor or the Landlord for the value of any unexpired term of this Sublease or any other claim, nor any claim or right to any portion of any award or payment resulting from such condemnation, except that Subtenant may maintain a separate claim for its relocation expenses, as long as the same does not diminish the award payable to the Landlord or to Sublessor. It is understood and agreed that any repair or restoration required under the terms of the Prime Lease shall be performed by Landlord or Sublessor to the

extent Landlord or Sublessor is required to do so under the Prime Lease, and that Subtenant shall have no obligations with respect thereto. Notwithstanding the foregoing, if due to fire or other casualty the Sublet Premises is materially damaged or destroyed during the last 12 months of the Sublease Term, Subtenant shall have the right to terminate this Sublease effective as of the date of such damage or destruction.

9. Assignments and Subleases. Subtenant shall not assign, mortgage, pledge or otherwise encumber this Sublease or any interest herein (including any assignment by operation of law), or sub-sublet all or any part of the Sublet Premises without the prior written consent of Sublessor and Landlord in each instance, which consent may be withheld by Sublessor in its sole and absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance or sub-sublet that is made in violation of this Section 9 shall be void and shall be a default by Subtenant. Consent by Sublessor and Landlord to one or more assignments or sub-sublettings shall not operate as a waiver of Sublessor's and Landlord's rights with respect to any subsequent assignment or sub-subletting. No assignment or sub-subletting shall relieve Subtenant from primary liability for all obligations of Subtenant under this Sublease, whether accruing before or after the date of such assignment or sub-subletting. For purposes of this Sublease, the term "*sublet*" or "*sub-sublet*" shall be deemed to include the granting of any rights of occupancy of any portion of the Sublet Premises.

10. Security Deposit. On July 1, 2020, Subtenant shall deliver to Sublessor a cash security deposit ("*Security Deposit*") in the amount of Fifty Thousand Dollars (\$50,000.00) to secure the payment and performance by Subtenant of all of Subtenant's obligations, covenants, conditions and agreements under this Sublease. Should Sublessor's security deposit (posted by Sublessor as tenant under the Prime Lease) be reduced as provided in Section 5.1 of the Prime Lease, Subtenant's Security Deposit shall likewise be reduced by a proportionate amount. Sublessor shall not be required to keep the Security Deposit separate from other funds or accounts of Sublessor and the Security Deposit shall not bear interest. If Subtenant defaults in the observance or performance of any of such terms and conditions, Sublessor may use or apply all or any part of the Security Deposit for the payment of any rent not paid when due or for the payment of any other amounts due Sublessor by reason of such default, including any costs of Sublessor's observing or performing such terms or conditions on Subtenant's behalf and any deficiencies in reletting or damages incurred by Sublessor. If Sublessor shall use or apply all or any part of the Security Deposit, Subtenant shall, immediately upon notice from Sublessor, deliver to Sublessor additional funds so as to restore the Security Deposit to the amount specified above. If Subtenant shall faithfully observe and perform all of the terms and conditions of this Sublease, the Security Deposit, or so much thereof as shall not have been used or applied in accordance with this Section 10, shall be returned to Subtenant within thirty (30) days after the expiration or sooner termination of this Sublease and the vacation and surrender of the Sublet Premises in accordance with this Sublease. In the event of any assignment of Sublessor's interest in this Sublease, Sublessor shall have the right to transfer the Security Deposit to such assignee, in which event such assignee shall hold, use and apply the Security Deposit in accordance with the covenants, terms and conditions of this Sublease, Subtenant shall look solely to the assignee for the return of the Security Deposit and Sublessor shall thereupon be released from all liability to Subtenant for the return of the Security Deposit. Subtenant shall not assign (other than to a permitted assignee of this Sublease) or encumber its interest in the Security Deposit and no such assignment or encumbrance shall be valid or binding upon Sublessor.

11. Services. Anything contained in this Sublease to the contrary notwithstanding, the only services or rights to which Subtenant is entitled hereunder are those to which Sublessor is entitled under the Prime Lease from Landlord or those which Sublessor provides on behalf of the Building or Premises. In the event Sublessor is entitled to any rental abatement on account of any interruption of essential services to the Sublet Premises (and not other portions of the premises leased by Sublessor pursuant to the Prime Lease) pursuant to the terms of the Prime Lease, Subtenant shall be entitled to proportionately abate its rental obligations hereunder for the same period of time. Subtenant shall, within ten (10) days of demand, pay or reimburse Sublessor for all costs and expenses payable under the Prime Lease arising out of Subtenant's acts or omissions or Subtenant's requests for services in connection with the Sublet Premises, including (a) supplemental chilled or condenser water, (b) above building standard or overtime HVAC, (c) extra cleaning, (d) overtime or dedicated freight elevator service, and (e) any maintenance, repair or other service for which a separate charge is payable to Landlord under the Prime Lease.

12. Default. In the event that Subtenant shall be in default beyond any applicable notice and cure period of any covenant or obligation under this Sublease, or if any other default set forth in Section 18.1 of the Prime Lease occurs with respect to Subtenant and is not cured within the applicable notice and cure periods, then Sublessor shall have available to it all of the remedies available to Landlord under the Prime Lease in the event of a like default or failure on the part of the Sublessor thereunder, including the same time periods for curing defaults under the Prime Lease that are set forth in Section 18.1 of the Prime Lease.

13. No Waiver. The failure of Sublessor to insist at any time upon the strict performance of any covenant or agreement herein, or to exercise any option, right, power or remedy contained in this Sublease shall not be construed as a waiver or a relinquishment thereof for the future. No act or thing done by Sublessor or its agents during the term hereof shall be deemed an acceptance or surrender of the Sublet Premises, and no agreement to accept a surrender of the Sublet Premises shall be valid unless in writing and signed by Sublessor. No payment by Subtenant or receipt by Sublessor of a lesser amount than the monthly installment of Annual Base Subrent due under this Sublease shall be deemed to be other than on account of the earliest rent due hereunder, or portion thereof, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Sublessor may accept such check or payment without prejudice to Sublessor's right to recover the balance of such rent or pursue any other remedy in this Sublease or available to Sublessor at law or in equity.

14. Surrender of Sublet Premises; Holdover. Upon the expiration or other termination of the Sublease Term, Subtenant shall quit and surrender to Sublessor the Sublet Premises, broom clean, in good order and condition, ordinary wear and tear excepted, and Subtenant shall remove all of its property as provided in Section 22 of the Prime Lease. Subtenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Sublease Term. In the event of holding over by Subtenant or any person or entity claiming under Subtenant after expiration or other termination of this Sublease, or in the event Subtenant continues to occupy the Sublet Premises after the termination of Subtenant's right of possession due to a default by Subtenant, such holding over or possession shall constitute a tenancy at sufferance, subject to all of the terms and provisions of this Sublease. In the event

of any such holding over, in addition to any other remedies available to Sublessor under this Sublease, at law or in equity, Sublessor shall have the right, in accordance with applicable law, to enter upon and take possession of the Sublet Premises. Subtenant shall, throughout the entire holdover period, pay rent at the times and in the manner required by this Sublease but at a rate equal to 150% of the Annual Base Subrent payable during the last month of the Sublease Term preceding the commencement of the holdover period. Subtenant shall also continue to pay all Additional Subrent during any such holdover period. No holding over by Subtenant after the expiration of the Sublease Term and no acceptance of rent by Sublessor during a holdover period, whether with or without the consent of Sublessor, shall be construed to extend the Sublease Term or prevent Sublessor from recovering immediate possession of the Sublet Premises by summary proceedings or otherwise. In addition, in the event of any unauthorized holding over, Subtenant will protect, defend, indemnify and hold Sublessor harmless from and against any claims, demands, liability, costs, expenses or damages (including reasonable attorneys' fees) for which Sublessor may become liable to Landlord under the Prime Lease due to such holding over.

15. Brokers. Each party represents and warrants to the other that (i) no broker brought about this transaction or dealt with either party in connection herewith, and (ii) they have had no dealings with any real estate broker, finder or other person, with respect to this Sublease in any manner. Each party agrees to indemnify, defend and hold harmless the other against and from any and all losses, costs, claims, damages and expenses (including, without limitation, reasonable attorneys' fees) which may be claimed by any broker by reason of any dealings, actions or agreements with the indemnifying party.

16. Notices. All notices given or required to be given pursuant to the provisions hereof shall be in writing and shall be hand-delivered or sent by reputable overnight delivery service or certified mail, postage prepaid, return receipt requested, to the following addresses, or to such other address as the party to be notified shall specify in writing by such notice:

Sublessor: Richard Wright Public Charter School for Journalism and
Media Arts
475 School Street, SW
Washington, DC 20024
Attn: Dr. Marco Clark, Founder & CEO

with a copy to: Law Office of Jerry Levine
3605 Livingston Street, NW
Washington, DC 20015

Subtenant: AppleTree Early Learning Public Charter School
475 School Street, SW
Washington, DC 20024
Attn: Executive Director

with a copy to:

Notices shall be deemed given and effective upon the date of delivery (or refusal to accept delivery) if delivered by hand or overnight delivery service, and upon the date set forth on the return receipt therefor if delivered by certified mail.

17. Use. Subtenant shall use the Sublet Premises solely for the operation of a District of Columbia nonprofit corporation that provided educational services in accordance with the terms contained in Section 6.1 of the Prime Lease.

18. Signage. Subtenant shall not, without Sublessor's prior written consent in each instance, place any identification or other signage in or on the Building or Sublet Premises. Any signs permitted by Sublessor shall be installed at Subtenant's sole cost and expense, conform to all applicable laws and shall be maintained in good condition and repair by Subtenant at all times and shall comply in all respects with the Signage provisions of Section 11.1 of the Prime Lease. At the end of the Sublease Term, Subtenant shall remove any signage placed by or on behalf of Subtenant at the Building and repair any damage caused by such removal. Notwithstanding the foregoing, Subtenant shall be permitted to place a sign in the lobby in the area described on **Exhibit E** attached hereto and made a part hereof, provided that such signage is reasonably approved by Sublessor and is consistent with other tenant signage in the immediate vicinity of Subtenant's signage.

19. Access. Subtenant shall enter through the School Street entrance to the Building, then go through the School Street Lobby to access the Sublet Premises. Throughout the Term, Subtenant shall have access at all times to the Sublet Premises by way of the first floor front lobby, as shown on **Exhibit A**, for ingress and egress by Subtenant and its employees, agents, guests and invitees and for performance of its obligations under this Sublease. Sublessor shall furnish Subtenant with any keys or other security devices necessary for such access Subtenant's expense.

20. Waiver of Jury Trial. **THE PARTIES HERETO EACH HEREBY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, ACTION, PROCEEDING OR COUNTERCLAIM BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS SUBLEASE, THE RELATIONSHIP OF THE PARTIES HERETO OR SUBTENANT'S USE OR OCCUPANCY OF THE SUBLET PREMISES.**

21. Reciprocal Litigation Costs. In the event of any litigation between Sublessor and Subtenant, the unsuccessful party as determined by a court of competent jurisdiction shall reimburse the successful party for all reasonable legal fees, court costs and out-of-pocket expenses incurred by the successful party in prosecuting or defending any such action.

22. Estoppel Certificates. Sublessor and Subtenant shall, from time to time, within ten (10) business days following request by the other, execute and deliver to such persons as the requesting party may request, a statement in recordable form certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which Annual Base Subrent and other charges payable under this Sublease have been paid, stating that, to the certifying party's knowledge, the requesting party is not in default hereunder (or if a default is alleged to exist,

stating the nature of such alleged default) and further stating such other matters as the requesting party shall reasonably request (to the extent accurate).

23. Subordination. This Sublease is subject and subordinate to any deeds of trust, mortgages or other security instruments (collectively, "*Superior Instruments*") which may from time to time during the Sublease Term cover the Sublet Premises, or any interest of Sublessor therein, and to any advances made on the security thereof, and to any refinancings, increases, renewals, modifications, consolidations, replacements, and extensions of any such future Superior Instruments. This provision is declared by Sublessor and Subtenant to be self-operative and no further instrument shall be required to effect such subordination of this Sublease. Upon demand, however, Subtenant shall execute, acknowledge, and deliver to Sublessor any further instruments and certificates evidencing such subordination as Sublessor or the holder of any Superior Instrument may reasonably request.

24. Representations. Sublessor represents that, as of the date hereof: (a) it has not received any notice from the Landlord asserting that Sublessor is in default under the Prime Lease and, to its knowledge, it is not aware of any default on its part under the Prime Lease, (b) the Prime Lease is unmodified and in full force and effect; and (c) Sublessor has the power and authority to enter into this Sublease. Subtenant represents that it has the power and authority to enter into this Sublease.

25. Consent of Landlord. If Landlord's consent to this Sublease is not received within thirty (30) days of the full execution and delivery hereof, Sublessor shall have the right to cancel this Sublease, in which case Sublessor shall promptly return to Subtenant all sums theretofore paid by Subtenant hereunder. .

26. Miscellaneous.

(a) Time of the Essence. Time is of the essence in the performance by Subtenant of its obligations hereunder.

(b) Severability. In the event any part of this Sublease is held to be unenforceable or invalid for any reason, the balance of this Sublease shall not be affected and shall remain in full force and effect during the term of this Sublease.

(c) Binding Effect. The covenants, conditions, agreements, terms and provisions of this Sublease shall be binding upon and shall inure to the benefit of the parties hereof and each of their respective successors and assigns, subject to the restrictions and limitations set forth herein.

(d) Governing Law. It is the intention of the parties hereto that this Sublease (and the terms and provisions hereof) shall be construed and enforced in accordance with the laws of the District of Columbia.

(e) Entirety. It is understood and agreed by and between the parties hereto that this Sublease contains the final and entire agreement between the parties relative to the subject matter hereof, and that they shall not be bound by any terms, statements, conditions or representations relative to the subject matter hereof, oral or written, express or implied, not

herein contained. This Sublease may not be changed or terminated orally or in any manner other than by an agreement in writing and signed by all parties hereto.

(f) Submission Not an Offer. The submission of this Sublease by Sublessor to Subtenant shall not constitute an offer by Sublessor and Sublessor shall not be bound in any way unless and until this Sublease is executed and delivered by both parties.

(g) Counterparts. This Sublease may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(h) Exhibits. The exhibits attached hereto are made a substantive part of this Sublease.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have made and entered into this Sublease Agreement under seal as of the day and year first set forth above.

SUBLESSOR:

WITNESS/ATTEST:


Helen Compton-Harris
Outreach, Partnership +
Development

RICHARD WRIGHT PUBLIC CHARTER SCHOOL FOR JOURNALISM AND MEDIA ARTS a District of Columbia nonprofit corporation

By: 


Name: Dr. Marco Clark
Title: Founder & CEO

SUBTENANT:

WITNESS/ATTEST:


Thomas M Keane, Jr.
General Counsel

APPLETREE Early Learning Public Charter School
a District of Columbia nonprofit corporation

By: 

Name: Jack McCarthy
Title: Board Chair

LIST OF EXHIBITS

Exhibit A	Floor Plan of Sublet Premises
Exhibit B	Improvements
Exhibit C	Annual Base Subrent
Exhibit D	Prime Lease between Landlord and Sublessor
Exhibit E	Permitted Signage

EXHIBIT A

Floor Plan of Sublet Premises

[See Attached]

EXHIBIT B

Improvements

[See attached]

EXHIBIT C
Annual Base Subrent

[ATTACHED]

EXHIBIT D

Prime Lease between Landlord and Sublessor

[See Attached]

EXHIBIT E
Permitted Signage
[See Attached]