

SUBLEASE AGREEMENT

BETWEEN

**PERRY STREET PREP PUBLIC CHARTER
SCHOOL
GRANTOR**

and

**LATIN AMERICAN MONTESSORI BILINGUAL PUBLIC CHARTER SCHOOL
GRANTEE**

Dated June 17, 2016

SUB-SUBLEASE AGREEMENT

This Sub-sublease Agreement (the "Agreement") is dated June 17, 2016 by and between Perry Street Prep Public Charter School, a District of Columbia nonprofit corporation, with offices at 1800 Perry St NE, Washington, DC 20018, Attn: Kelly Smith, (hereinafter "Grantor"), and 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: Diane Cottman, (hereinafter "Grantee").

INTRODUCTORY STATEMENTS

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. ("Grantor"), as Tenant, a copy of which is attached to this Agreement as Exhibit A ("Prime Lease"), Prime Landlord leased to Grantor 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".

A. Grantor has agreed to sublease a portion of the Premises to Grantee consisting of approximately 9,960 gross rentable square feet (SF) on the second floor of the main building. Grantee has agreed to sublease the Subleased Premises from Grantor, on the terms and conditions contained herein.

B. Grantor represents and warrants that it has all necessary authority from the Prime Landlord to enter into this Agreement.

C. Grantor and Grantee desire to enter into this Agreement defining their respective rights, duties and liabilities relating to the 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 Subleased Premises. Except as otherwise provided herein, Grantor represents and warrants that the Premises will be delivered to Grantee in such condition as to permit the use thereof by Grantee as provided for in this Agreement by July 1, 2016. Grantor shall deliver the Subleased Premises "as is". Grantor and Grantee shall inspect the Subleased Premises prior to occupancy to identify any damage or items in need of repair. Grantee shall use the 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 per 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 Subleased Premises. Notwithstanding anything herein to the contrary, Grantor and Grantee acknowledge that Grantor has delivered possession of the Subleased Premises to Grantee in good, vacant, broom clean condition, with all building systems in good working order and in compliance with all laws. Grantee's acceptance of the Subleased Premises shall not be deemed a waiver of Grantee's right to have defects in the Subleased Premises repaired at no cost to Grantee. Grantee shall give notice to Grantor whenever any such defect becomes reasonably apparent, and Grantor shall repair such defect as soon as practicable.

2. **SECURITY DEPOSIT**

Upon execution of this Agreement, Grantee shall deliver to Grantor the sum of Forty Eight Thousand, One Hundred Forty Dollars (\$48,140) equal to two months rent 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 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 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 Subleased Premises to the same extent as if Grantee were named as tenant and Grantor as landlord 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 Usage Fee 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 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 Subleased Premises

4. **PRIME LANDLORD**

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 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 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 July 1, 2016 (the "Commencement Date"), and shall continue until June 30, 2028 (the "Expiration Date") (such period shall herein be referred to as the "Term"). At any time after June 30, 2018, Grantee shall have the right to cancel this Agreement by providing Grantor with prior written notice of at least one year (for example, if Grantee wishes to terminate this Agreement effective July 1, 2018, then Grantee must provide Grantor with written notification by no later than July 1, 2017), provided that Grantee is not in default under the terms of this Agreement at the time it provides such notice or on the effective date of such termination.

6. USAGE FEE

a. For the Term Grantee shall pay Grantor a total annual Usage Fee of \$29.00 per square foot (\$288,840).

b. The Usage Fee shall be payable in quarterly installments equal to 1/4 of the annual Usage Fee on August 1, November 1, February 1, and May 1, of each year of the Term.

c. 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 and pest control.

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 Subleased Premises, sports equipment and other program related equipment, and internet and telephone service and usage. 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 Subleased Premises (collectively, the "Governmental Payments"), which lien and security interest may be enforced in equity or at law, and 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 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, and (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 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 Departments and Bureaus ("Applicable Laws") applicable to the use and occupancy of the Subleased Premises by Grantee. Notwithstanding the foregoing, Grantee shall not be responsible for the compliance of the Premises (except the Subleased Premises) or the Property with any Applicable Laws. Grantee shall maintain or cause the 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 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 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 Subleased Premises or any fixtures, equipment or other personal property of Grantor included with the Subleased Premises except as provided in this Agreement and, except as otherwise provided herein, Grantee accepts the Subleased Premises and any such personal property in AS IS condition.

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 or Prime Landlord 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 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 and shall be entitled to give Grantee the amount of cure period required to be given tenant under the Prime Lease less three (3) days; but in all events no less than five (5) days.

All notices shall be deemed given upon receipt or rejection.

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**

Grantee and Grantor warrant 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.

14. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, 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. **MAINTENANCE AND REPAIRS**

Grantee shall keep and maintain the Subleased Premises in good condition and repair, excepting 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 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 Building, including the 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 Subleased Premises and the Building; or (f) are made to any portion of the Building outside of the demising walls of the Subleased Premises. In addition to all other services provided by Grantor to Grantee under this Agreement, Grantor shall also provide night time custodial services for the Subleased Premises as well as day-porter services to the Subleased Premises throughout the work day.

17. **SURRENDER**

Grantee's obligations with respect to the surrender of the Subleased Premises shall be fulfilled if Grantee surrenders possession of the Subleased Premises in the condition existing at the Commencement Date, ordinary wear and tear, casualties (unless caused by Grantee), condemnation, Hazardous Materials (other than those released or emitted by Grantee in or about the Subleased Premises), excepted. Grantee shall not be required to remove any alterations in the Subleased Premises on the date hereof.

18. **SIGNAGE**

Grantee shall have the right to install exterior and interior signage subject to the provisions of Section 4.03 of the Prime Lease.

19. **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 Sublease, 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 Sublease 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.

20. GRANTOR'S OBLIGATIONS

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

21. 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 Grantor'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 C. 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 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 Grantor's interest in the 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 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 at the time of its execution hereof also execute the Subordination, Non-Disturbance and Attornment Agreement attached hereto as Exhibit C.

22. 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 Subleased Premises.

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

GRANTOR:

PERRY STREET PREP PUBLIC CHARTER
SCHOOL

By: *Cynthia G. Brown*
Name: *Cynthia G Brown*
Title: *President of Trustees*

GRANTEE:

LATIN AMERICAN MONTESSORI BILINGUAL
PUBLIC CHARTER SCHOOL

By: *Diane Cottman*
Name: *DIANE L COTTMAN*
Title: *EXECUTIVE DIRECTOR*

EXHIBIT A
Copy of Prime Lease

See attached

EXHIBIT B

Subleased Premises

Subleased premises include the following rooms and access hallways and bathrooms servicing those rooms:

Rooms	213
	214
	215
	216
	217 (office)
	218
	219
	220
	221
	222

Access is also granted to Perry Street Prep Public Charter School auditorium at a mutually agreeable time each month.

EXHIBIT C

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT (this "Agreement") made as of this 17th day of June, 2016, by and among PERRY STREET PREPARATORY PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation ("Landlord"), EAGLEBANK, a Maryland-chartered bank ("Lender"), and LATIN AMERICAN MONTESSORI BILINGUAL PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation ("Tenant").

RECITALS:

A. Tenant has executed that certain Sublease Agreement dated as of June 17, 2016, with Landlord, as lessor, (the foregoing, as amended, the "Lease") covering certain subleased premises described in the Lease (the "Premises") in that certain building located at 3825 18th Street, N.E., Washington, D.C. (the "Property").

B. Lender has provided financing to Landlord and other affiliates of Landlord which financing is secured by a Leasehold Deed of Trust and Security Agreement from inter alia Landlord for the benefit of Lender, encumbering the Property and an assignment of Landlord's interest in the Lease (said Deed of Trust and Security Agreement, together with any amendments, renewals, increases, modifications, substitutions or consolidations of either of them, collectively, the "Security Instrument").

C. Tenant and Lender desire to confirm their understanding with respect to the Lease and the Security Instrument, and to have Landlord confirm its agreement therewith.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and agreements contained herein, the parties hereto agree as follows:

1. The Lease and any extensions, modifications or renewals thereof, including, but not limited to, any option to purchase, right of first refusal to purchase or right of first offer to purchase the Property or any portion thereof, if any, is and shall continue to be subject and subordinate in all respects to the lien of the Security Instrument.
2. Tenant agrees to deliver to Lender, in the manner set forth in Paragraph 13 of this Agreement, a copy of any notice of default sent to Landlord by Tenant. If Landlord fails to cure such default within the time provided in the Lease, Lender shall have the right, but not the obligation, to cure such default on behalf of Landlord within thirty (30) calendar days after the time provided for Landlord to cure such default in the Lease has expired or, if such default cannot be cured within that time, within a reasonable period provided Lender is proceeding with due diligence to cure such default. In such event, then (a) Tenant shall not terminate the Lease while such remedies are being diligently pursued by Lender, and (b) Tenant shall not terminate the Lease on the basis of any default by Landlord which is incurable by Lender (such as, for example, the bankruptcy of Landlord or breach of any representation by Landlord), provided Lender is proceeding with due diligence to commence an action to appoint a receiver or to obtain title to the

Property by foreclosure, deed in lieu of foreclosure, or otherwise (collectively, "Foreclosure"). Tenant hereby agrees that no action taken by Lender to enforce any rights of Lender under the Security Instrument or related security documents, by reason of any default thereunder (including, without limitation, the appointment of a receiver, any Foreclosure or any demand for rent under any assignment of rents or leases) shall give rise to any right of Tenant to terminate the Lease nor shall such action invalidate or constitute a breach of any of the terms of the Lease.

3. So long as Tenant is not in default after its receipt of written notice and the expiration of all applicable grace and cure period under the Lease, Lender shall not disturb Tenant's possession and occupancy of the Premises during the term of the Lease.
4. If Lender or its nominee or designee, or another purchaser of the Property upon a Foreclosure (any such person or entity, a "Successor Owner") succeeds to the interest of Landlord under the Lease, subject to Tenant's performance of its obligations under the Lease, the Lease will continue in full force and effect. Thereupon, Successor Owner shall recognize the Lease and Tenant's rights thereunder and Tenant shall make full and complete attornment to Successor Owner as substitute landlord upon the same terms, covenants and conditions as provided in the Lease, including, but not limited to, any option to purchase, right of first refusal to purchase or right of first offer to purchase the Property as may be provided in the Lease. Notwithstanding the foregoing, Tenant agrees that any such option, right of first refusal or right of first offer to purchase the Property or any portion thereof, as may be provided in the Lease shall not apply to any Foreclosure, as defined herein, and shall not apply to the initial transfer of the Property by Successor Owner following such Foreclosure. In consideration of the foregoing, Lender agrees that any such option, right of first refusal or right of first offer shall not be terminated by any Foreclosure or conveyance of the Property by Successor Owner following such Foreclosure; rather, any such option, right of first refusal or right of first offer shall remain as an obligation of any party acquiring the Property following the initial conveyance of the Property by Successor Owner following such Foreclosure. Furthermore, Tenant expressly confirms to Lender that any acquisition of title to all or any portion of the Property pursuant to Tenant's exercise of any option, right of first refusal or right of first offer contained in the Lease shall result in Tenant taking title subject to the lien of the Security Instrument.
5. Tenant agrees that, if Successor Owner shall succeed to the interest of Landlord under the Lease, Successor Owner shall not be:
 - a. liable for any prior act or omission of Landlord or any prior landlord or consequential damages arising therefrom except to the extent that liability or damages accrue during a period in which Successor Owner has succeeded to Landlord; or
 - b. subject to any offsets or defenses which Tenant might have as to Landlord or any prior landlord; or

- c. required or obligated to credit Tenant with any rent or additional rent for any rental period beyond the then current month which tenant has paid Landlord; or
 - d. bound by any amendments or modifications of the Lease made without Lender's prior written consent unless Lender's consent to such amendment or modification was not required pursuant to the Loan Agreement (as defined in the Security Instrument);
 - e. liable for refund of all or any part of any security deposit unless such security deposit shall have been actually received by Lender or Successor Owner;
 - f. required to make any repairs to the Property or the Premises required as a result of fire, or other casualty or by reason of condemnation unless the Successor Owner shall be obligated under the Lease to make such repairs and shall have received sufficient casualty insurance proceeds or condemnation awards to finance the completion of such repairs;
 - g. obligated to complete any construction work required to be done by Landlord pursuant to the provisions of the Lease or to reimburse Tenant for any construction work done by Tenant, except for repairs, restoration and maintenance to the Property required by the Lease to be performed by Landlord, the need for which continues after the date the Successor Owner succeeds to Landlord's interest in the Property; or
 - h. bound to make any payment to Tenant which was required under the Lease, or otherwise, to be made prior to the time the Successor Owner succeeded to Landlord's interest.
6. Tenant agrees that, without the prior written consent of Lender in each case, Tenant shall not (a) amend, modify, terminate or cancel the Lease or any extensions or renewals thereof, or tender a surrender of the Lease (except in each case that, upon a default by Landlord under the Lease, Tenant may exercise its rights under the Lease after giving to Lender the notice and cure period required by this Agreement), (b) make a prepayment of any rent or additional rent more than one (1) month in advance of the due date thereof, or (c) subordinate or permit the subordination of Lease to any lien subordinate to the Security Instrument. Any such purported action without such consent shall be void as against the holder of the Security Instrument.
7. To the extent that the Lease shall entitle Tenant to notice of the existence of any Security Instrument and the identity of any mortgagee or any ground lessor, this Agreement shall constitute such notice to Tenant with respect to the Security Instrument and Lender.
8. Upon and after the occurrence of a default under the Security Instrument, which is not cured after any applicable notice and/or cure periods, Lender shall be entitled, but not obligated, to require that Tenant pay all rent under the Lease as directed by Lender, which payment shall, to the extent made, satisfy the obligations of Tenant under the Lease. Landlord agrees to hold Tenant harmless with respect to any such payments made by Tenant to Lender.

9. Without limiting any of the forgoing provisions of this Agreement, nothing in this Agreement shall impose upon Lender any liability for the obligations of Landlord under the Lease unless and until Lender takes title to the Property. Anything herein or in the Lease to the contrary notwithstanding, in the event that a Successor Owner shall acquire title to the Property or the portion thereof containing the Premises, Successor Owner shall have no obligation, nor incur any liability, beyond Successor Owner's then interest, if any, in the Property, and Tenant shall look exclusively to such interest, if any, of Successor Owner in the Property for the payment and discharge of any obligations imposed upon Successor Owner hereunder or under the Lease, and Successor Owner is hereby released or relieved of any other liability hereunder and under the Lease. Tenant agrees that, with respect to any money judgment which may be obtained or secured by Tenant against Successor Owner, Tenant shall look solely to the estate or interest owned by Successor Owner in the Property, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Successor Owner.
10. Except as specifically provided in this Agreement, Lender shall not, by virtue of this Agreement, or become subject to any liability or obligation to Tenant under the Lease.
11. EACH OF TENANT, LENDER AND LANDLORD HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.
12. The provisions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The words, "Lender", "Landlord" and "Tenant" shall include their respective heirs, legatees, executors, administrators, beneficiaries, successors and assigns.
13. Any notice, communication, request, reply or advise in this Agreement provided or permitted to be given, made or accepted by either party to the other must be in writing, and unless it is otherwise in this Agreement expressly provided, may be given or be served by depositing the same in the United States mail, postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or in person to the party to be notified. Notice shall be effective only if and when received by the party to be notified for purposes of notice, the addresses of the parties shall be as follows (unless otherwise indicated in writing):

If to Lender:

EagleBank
2001 K Street, N.W.
Washington, D.C. 20006
Attention: Rob D. Powell

with a copy to:

Buchanan Ingersoll & Rooney PC
1700 K Street, N.W., Suite 300

Washington, D.C. 20006-3807
Attention: William C. Basil, Esq.

If to Tenant:

Latin American Montessori Bilingual Public Charter School
1375 Missouri Avenue, N.W.
Washington, D.C. 20011
Attention: Diane Cottman

If to Landlord:

Perry Street Prep Public Charter School
1800 Perry Street, N.E.
Washington, D.C. 20018
Attention: Kelly Smith

14. This Agreement contains the entire agreement among the parties hereto and no modifications shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.
15. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument.
16. This Agreement shall be construed in accordance with the governing law provisions of the Security Instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

LANDLORD:

PERRY STREET PREPARATORY PUBLIC CHARTER SCHOOL, a non-profit District of Columbia corporation

By: Cynthia G. Brown
Name: Cynthia G. Brown
Title: President of Board of Trustees

ACKNOWLEDGMENT

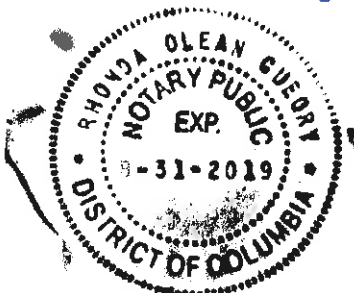
STATE OF District of)
COUNTY OF Columbia)

ss:

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: July 7, 2016

Rhonda D. Queory
Official Signature of Notary



(Official Seal)

Notary's printed or typed name, Notary Public
My commission expires: _____

RHONDA OLEAN QUEORY
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires August 31, 2019

LENDER:

EAGLEBANK, a Maryland-chartered bank

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)

)

COUNTY OF _____)

)

ss:

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____

Date: _____, 2016

Official Signature of Notary

Notary's printed or typed name, Notary Public
My commission expires: _____

(Official Seal)

TENANT:
LATIN AMERICAN MONTESSORI BILINGUAL
PUBLIC CHARTER SCHOOL, a District of
Columbia nonprofit corporation

By: Diane Cottman [SEAL]
Name: DIANE L COTTMAN
Title: EXECUTIVE DIRECTOR



ACKNOWLEDGMENT

STATE OF DC)
) ss:
COUNTY OF _____)

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: June 23, 2016

Betsy Romero

Official Signature of Notary

Betsy Romero

Notary's printed or typed name, Notary Public
My commission expires: June 15, 2017

