

General Information

School Name: Columbus Arts and Technology Academy

Physical Address: 2741 S. Hamilton Road
Columbus, OH 43232

Phone Number: (614) 577-0900

Fax Number: (614) 888-0300

County: Franklin County

Grade Levels Served: K-12

Grade Levels in Contract: K-12

Public School District: Columbus City School District

Description of the Facility (including the approx. number of sq. ft. used):

The building is approximately 55,000 square feet.

Rentable Space: Multiple classrooms, gymnasium space, multipurpose room, etc

Financial Information

Lease Information

Monthly Payment: \$68,750

Annual Payment: \$825,000

Lease Start Date: 1 Aug 2024

Lease Expiration Date: 30 June 2029

Mortgage Information

Monthly Payment: N/A

Annual Principal: N/A

Annual Interest Payment: N/A

Landlord Information

Name of Landlord / Lender: GSP Hamilton Road

Relationship to the Operator:

Subsidiary

Is there any relationship or conflict of interest between the Landlord/Lender and Operator of the school? (This includes individuals with ownership stakes.)

XX

Yes

No

LEASE AGREEMENT

by and between

GSP HAMILTON ROAD LLC,
a Delaware limited liability company,
as landlord,

and

COLUMBUS ARTS AND TECHNOLOGY ACADEMY, INC.,
an Ohio nonprofit corporation,
as tenant,

dated as of April 5, 2024

2741 South Hamilton Road, Columbus, Ohio

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Exhibit A-2	Legal Description of the Project
Exhibit B	Base Rent – Scheduled
Exhibit C	Definitions
Exhibit D	Work Letter

LEASE AGREEMENT

This LEASE AGREEMENT (this “**Lease**”), dated as of April 5, 2024 (the “**Effective Date**”), is made by and between GSP HAMILTON ROAD LLC, a Delaware limited liability company (“**Landlord**”), and COLUMBUS ARTS AND TECHNOLOGY ACADEMY, INC., an Ohio nonprofit corporation (“**Tenant**”).

NOW, THEREFORE, in consideration of the above premises, the representations, covenants, warranties, and other agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Landlord and Tenant hereby agree as follows:

1. Summary of Basic Lease Information. The following Summary of Basic Lease Information is an integral part of this Lease. In the event of any conflict between the Summary and any other provision of this Lease, such other provision shall govern.

- | | | |
|-----|--------------------|---|
| (a) | Building: | The former Macy’s department store building, located at 2741 South Hamilton Road, Columbus, Ohio 43232, comprising approximately 123,072 gross square feet, located at the Project. |
| (b) | Premises: | That portion of the Building designated “CATA Premises” on the space plan attached hereto as <u>Exhibit A-1</u> (the “ Space Plan ”), said Building being situated on land constituting the Project, subject to change in accordance with the Work Letter. |
| (c) | Project: | The real property on which the Building is located, together with all improvements thereon and appurtenances thereto, said Project being more particularly described on <u>Exhibit A-2</u> . |
| (d) | Initial Term: | A period of four (4) years and eleven (11) months, commencing August 1, 2024 (the “ Commencement Date ”), and expiring June 30, 2029 (the “ Expiration Date ”). |
| (e) | Options to Extend: | Two (2) options to extend the Term for five (5) years each (each an “ Extension Term ”). |
| (f) | Base Rent: | Subject to the further terms set forth in Exhibit B and elsewhere in this Lease, Initial Base Rent shall be \$700,000 per annum, payable commencing September 1, 2024 (the “ Rent Commencement Date ”). |
| (g) | Pro Rata Share: | Forty-Seven and Three-Tenths Percent (47.3%), subject to adjustment commensurate with any changes to the Premises in accordance with the Work Letter |

(h) Landlord Notice Addresses:

GSP Hamilton Road LLC
Attention: Chief Operating Officer
1750 Tysons Boulevard, Suite 1300
McLean, Virginia 22102

and to:

GSP Hamilton Road LLC
Attention: General Counsel
1750 Tysons Boulevard, Suite 1300
McLean, Virginia 22102
E-mail: legal@pansophiclearning.com

(i) Tenant Notice Addresses:

Columbus Arts And Technology Academy, Inc.
Attention: Board President
2741 South Hamilton Road
Columbus, Ohio 43232,

with copy to:

Dickinson Wright
Attention: Adam Schira
180 E. Broad Street, Suite 3400
Columbus, Ohio, 43215-3707

(j) Initial Manager: Accel Schools Columbus FB LLC

(k) Attachments: Exhibit A-1 (Space Plan)
Exhibit A-2 (Legal Description of the Project)
Exhibit B (Base Rent – Scheduled)
Exhibit C (Definitions)
Exhibit D (Work Letter)

Each such attachment being hereby incorporated and made a part of this Lease for all purposes as if fully set forth herein.

2. Definitions and Rules of Construction

(a) Definitions. Capitalized terms used in this Lease shall have the meanings given to them in Exhibit C.

(b) Rules of Construction. The following rules of construction shall be applicable for all purposes of this Lease, unless the context otherwise requires:

(i) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms shall refer to this Lease, and the term “hereafter” shall mean after and the term “heretofore” shall mean before, the date of this Lease.

(ii) Words of the masculine, feminine or neuter gender shall mean and include the correlative words of the other genders and words importing the singular number shall mean and include the plural number and vice versa.

(iii) The terms “include,” “including” and similar terms shall be construed as if followed by the phrase “without being limited to.”

3. Grant of Lease and Premises. In consideration of the mutual covenants contained herein, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises. Landlord shall deliver possession of the Premises to Tenant in accordance with Exhibit D (the “**Work Letter**”). Without limiting any other term or provision of this Lease (including, without limitation, Section 6(c)), Tenant shall be responsible, at Tenant’s sole cost and expense, for providing all fixtures, equipment, and personal property necessary for the operation of the Permitted Use that are not furnished by Landlord. Tenant shall have the nonexclusive right, in common with others, to use the Common Areas, subject to such reasonable rules and regulations as may be hereafter promulgated by Landlord.

4. Term. The Term shall be as set forth in Section 1(d) of this Lease, commencing upon the Commencement Date and expiring upon the Expiration Date, unless sooner terminated pursuant to any provisions hereof. Notwithstanding the foregoing, the Term shall not extend beyond the term of Tenant’s Charter contract to operate a Community School, and this Lease shall terminate automatically without penalty for early termination if Tenant’s charter contract is terminated, non-renewed, or suspended, provided that such termination, non-renewal, or suspension is not a result of Tenant’s request therefor. Any termination of this Lease shall take effect at on the effective date of any action to terminate, non-renew, or suspend the Charter or on June 30 of the then-current school year unless otherwise agreed by the Parties.

5. Options to Extend. Tenant shall have the right and option to extend the Term by way of the Extension Terms described in Section 1(e), provided that, as a condition to such extension, Tenant shall not be in default under this Lease as of the date of commencement of such Extension Term. Tenant’s exercise of the option shall be automatic, it being agreed that the Term shall be extended for an Extension Term (if available) unless Tenant delivers written notice to Landlord of Tenant’s election not to extend at least one hundred eighty (180) days prior to expiration of the then current Term. During the Extension Term(s) all of the terms, provisions, and conditions of this Lease shall apply, it being agreed that Base Rent shall be as set forth in Exhibit B. As used in this Lease, “Term” shall, where appropriate, mean both the Initial Term and any Extension Term.

6. Rent

(a) Base Rent. Tenant shall pay to Landlord Base Rent in accordance with Exhibit B, attached hereto and made a part hereof. Base Rent shall be payable monthly, without demand, setoff, or deduction, except as otherwise provided herein, on or before the first (1st) day of each calendar month, in advance, commencing on the Rent Commencement Date and for the remainder of the Term. If the Base Rent is payable for a fraction of a month, the amount payable shall be a pro rata share of a full month’s rent. Base Rent shall be timely paid to Landlord by electronic transfer to an account designated by Landlord pursuant to written instructions provided in advance by Landlord to Tenant or by check payable to Landlord at the address set forth in Section 1(h) hereof, until Tenant receives other written instructions from Landlord.

(b) Subordination of Management Fee. Tenant represents, warrants, and covenants that the fees required to be paid by Tenant to any Manager pursuant to the terms of any Management

Agreement are and shall be subordinate to the timely payment by Tenant to Landlord of the Base Rent payable under this Lease.

(c) Net Lease. This Lease shall be deemed and construed to be a “net lease,” and Tenant shall pay to Landlord, net throughout the Term, the Rent, free of any charges, assessments, impositions or deductions of any kind and without abatement, deduction or set-off whatsoever except as expressly set forth herein. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder, except as herein otherwise expressly set forth. Without limiting the foregoing, Tenant shall pay all costs, expenses and charges of every kind and nature relating to the Premises (except debt service on any indebtedness of Landlord), which may arise or become due or payable prior to, during or after (but attributable to a period falling within) the Term directly to Landlord or the person to whom such amount shall be owed, as applicable. The parties intend that the obligations of Tenant under this Lease shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations have been modified or terminated pursuant to an express provision of this Lease.

(d) Application of Payments. Landlord shall have the right to apply any payments received from Tenant in reduction of any amount due under this Lease, in such order as Landlord may elect in its discretion, and regardless of whether Tenant has designated how such payment is to be applied.

(e) Late Fees. Landlord may assess a late fee of five percent (5%) of the amount due for any payment due to Landlord and not paid within five (5) days of the date due, to compensate Landlord for the extra expense of handling late payments. Such late fee will be in addition to any and all interest and costs of collection of past due amounts.

(f) Additional Rent. In addition to the Base Rent, Tenant shall also pay and discharge as and when due and payable all other amounts, liabilities, and obligations that Tenant assumes or agrees to pay under this Lease (collectively, “**Additional Rent**” and, together with Base Rent, “**Rent**”). Except as may otherwise be set forth herein, any costs or expenses paid or incurred by Landlord on behalf of Tenant that constitute Additional Rent shall be reimbursed by Tenant to Landlord within thirty (30) days after the presentation by Landlord to Tenant of itemized invoices therefor.

(g) Estimated Monthly Additional Rent.

(i) With respect to Additional Rent payable by Tenant in accordance with Sections 11 (Utilities), 13 (Maintenance and Repair), 15(d) (Landlord’s Insurance), and 18 (Taxes), and any other items of Additional Rent payable under this Lease as Landlord may reasonably designate, Landlord, on written notice to Tenant, may elect to require that Tenant pay such Additional Rent by way of monthly estimated Additional Rent payments. If Landlord makes such election, then Landlord shall deliver to Tenant a written statement (a “**Estimated Additional Rent Statement**”) (x) describing the items of Additional Rent that will be payable by way of the monthly estimates, (y) providing Landlord’s good faith, reasonable estimate of the applicable items of Additional Rent payable under this Lease for the year following (or such other period, as applicable), and (z) based on such estimate, calculating a fixed monthly installment of Additional Rent (“**Estimated Monthly Additional Rent**”). Tenant shall thereafter pay Estimated Monthly Additional Rent together with Base Rent in accordance with the terms set forth in Section 6(a) above. Landlord may, from time to time, upon delivery of a revised Estimated Additional Rent Statement, modify the calculation of Estimated Monthly Additional Rent, and Tenant shall thereafter pay Estimated Monthly Additional Rent based on the revised statement.

(ii) Following any Lease Year during which Landlord collects Estimated Monthly Additional Rent, Landlord shall provide Tenant with a statement (an “**Annual Statement**”) reflecting (x) the total of any Estimated Monthly Additional Rent paid by Tenant during such Lease Year and (y) the amount of Additional Rent actually payable by Tenant for such Lease Year in respect of the items that are subject to payment by of Estimated Monthly Additional Rent (to the extent that such amount can then be determined) and an itemized list of all such items. If the total amount of estimated payments (described in clause (x)) exceeds the amount actually payable (described in clause (y)), then Landlord shall issue Tenant a credit against Rent in an amount equal to the difference. If, however, the amount actually payable (described in clause (y)) exceeds the total amount of estimated payments (described in clause (x)), then Tenant shall make a true-up Additional Rent payment in the amount of the difference within thirty (30) days following Landlord’s delivery of the Annual Statement.

7. Quiet Possession; Transfer of Title.

(a) Landlord’s Covenant . Landlord hereby covenants that, provided that no Event of Default has occurred and is continuing, Tenant shall have and enjoy, during the Term, the quiet and undisturbed possession of the Premises as contemplated in this Lease, free from interference by Landlord or any party claiming under Landlord.

(b) Change of Ownership . The term “Landlord” as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Premises, and in the event of any transfer or transfer of the title to such fee, Landlord herein named (and in case of any subsequent transfer or conveyances, the then grantor) shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liabilities with respect to the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.

8. Use of the Premises.

(a) Permitted Use. Except with the prior written consent of Landlord (which may be granted or withheld in its sole and absolute discretion) or as otherwise provided in this Lease, the Premises shall be used only for the operation of a primary and/or secondary Community School and other uses incidental thereto and for no other purpose. Notwithstanding anything to the contrary herein, Tenant shall not have the right to use the Premises, or any part thereof, for any use or purpose which is not permitted by, or which results in a violation of, any agreement, covenant, or restriction to which the Premises, or any part thereof, is subject as of the date of this Lease, including any Restrictive Agreements applicable to the Premises.

(b) Landlord Assistance. Landlord agrees to execute, without cost to Landlord, such customary applications, consents and other instruments as shall be required by Governmental Authorities to permit the operation of the Premises as a Community School so long as such applications, consents, or other instruments do not impose or subject Landlord to any liability or claim, and Tenant hereby covenants and agrees to reimburse, indemnify, and hold harmless Landlord from and against any and all claims, costs, demands, losses or liabilities (including attorneys’ fees) which Landlord may suffer or incur by reason of Landlord’s execution of any such applications, consents or other instruments as Tenant may request. If at any time any claims, costs, demands, losses, or liabilities are asserted against Landlord by reason of Landlord’s execution of any such applications, consents or other instruments as Tenant may request, Tenant will, upon notice from Landlord, defend Landlord with respect to any such claims, costs, demands, losses or liabilities at Tenant’s sole cost and expense by counsel, selected by Tenant, and reasonably acceptable to Landlord.

(c) Prohibition of Use. If at any time during the Term, Tenant receives notice or otherwise becomes aware of (i) any Law that shall prohibit the use of the Premises for any one or more of the purposes permitted in Section 8(a) of this Lease (a “**Prohibition**”) or (ii) a Prohibition that shall have been proposed or be under consideration by any applicable Governmental Authority, then Tenant shall promptly deliver written notice to Landlord of the same. Tenant shall have the right (but not the obligation) to proceed, in its name or Landlord’s name (with Landlord’s written approval), and at Tenant’s sole cost and expense, to take such action as Tenant shall determine to be necessary or desirable to contest or challenge the Prohibition.

(d) Compliance with Laws. After the Delivery Date, if Landlord shall (x) make any alterations or modifications to the Project or (y) implement changes relating to the use or conservation of energy, water, gas, oil and electricity that, in the case of (x) and (y), are necessary by reason of Legal Requirements (“**Required Changes**”), Tenant shall reimburse Landlord for all costs, expenses, fees, and charges reasonably incurred in making the Required Changes (the “**Required Costs**”), subject to the following:

(i) If the Required Changes are necessary by reason of (x) any Tenant alteration or (y) Tenant’s particular use of the Project (regardless of whether the Required Changes relate to the Premises or some other portion of the Project), then Tenant shall reimburse Landlord for one hundred percent (100%) of the Required Costs; and

(ii) If the Required Changes are due to Legal Requirements generally applicable to properties and/or buildings comparable to the Project, then Tenant shall reimburse Landlord for (x) one hundred percent (100%) of Required Costs to the extent allocable to the Premises and (y) Tenant’s Pro Rata Share of the Required Costs to the extent allocable to the Common Area.

(iii) Notwithstanding clauses (i) and (ii) above, Landlord shall be responsible for all Required Costs to the extent the same arise by reason of Landlord’s performance of the Premises Work or Project Work.

9. Subletting and Assignment

(a) Landlord’s Consent Required. Tenant shall not assign this Lease or sublet the Premises in whole or in part without the consent of Landlord, which consent Landlord may grant or deny in its sole and absolute discretion, provided, however, that Landlord shall not unreasonably withhold its consent in connection with any sublease, license, or similar arrangement proposed by Tenant for the purpose of operating and/or undertaking one or more Ancillary Uses. Any attempted assignment or subletting in violation of this provision shall be null and void. If Tenant is a corporation or limited liability company, then any transfer of this Lease by merger, consolidation or liquidation or any change (in any single transaction or series of related transactions) in the ownership (whether direct or indirect) of, or power to vote the majority of, its outstanding voting stock or membership interests, shall constitute an assignment for the purposes of this paragraph. If Tenant is a partnership, then any change in the identity of any partner shall constitute an assignment for the purposes of this paragraph.

(b) Continuation of Liability. In the event of any assignment or subletting, Tenant shall nevertheless remain primarily liable for the payment of Rent and the performance of all obligations under the terms of this Lease.

(c) Additional Terms. No assignment or sublease shall be effective unless and until (i) the assignee or subtenant shall have assumed in writing the performance of all the terms, conditions,

duties, and obligations of this Lease (provided, however, that Tenant shall remain fully liable under this Lease in accordance with subsection (b) above) and (ii) Tenant shall have delivered to Landlord an executed copy of such instrument of assumption and Landlord shall have accepted the same. If written consent is given by Landlord to any such assignment or subletting, such consent shall not operate as a waiver of the necessity for obtaining Landlord's written consent to any subsequent assignment or subletting. If this Lease be assigned or if the Premises or any part thereof be sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect Rent directly from the assignee, subtenant, or other occupant, and apply the net amount collected against the Rent herein reserved, but no such assignment, subletting, occupancy, or collection shall be deemed a waiver of any of Tenant's covenants contained in this Lease or the acceptance of such assignee, subtenant, or occupant as Tenant, or a release of Tenant from further performance by Tenant of covenants on the part of Tenant herein contained.

(d) Landlord's Assignment. Anything in this Lease to the contrary notwithstanding, Landlord shall have the right, without Tenant's consent, to sell, transfer, or assign Landlord's interest in the Premises and/or this Lease at any time and, in such event, Landlord shall be relieved of Landlord's obligations under this Lease.

(e) Licenses, Etc. For purposes of this Section 9, any license, occupancy agreement, or similar arrangements relating to the possession or use of the Premises shall be deemed a "sublease."

10. Continued Possession of Tenant. The Term shall expire and terminate at the end of the Term without the necessity of any further notice from Landlord or Tenant to terminate the same. Any holding over with respect to the Premises after the last day of the Term shall be construed to be a monthly tenancy, on the terms herein set forth, terminable by either party on not less than one month's notice, with the exception that Base Rent shall be increased to one hundred fifty percent (150%) of the Base Rent that existed for the period immediately preceding the expiration of the then current term. THE PROVISIONS OF THIS SECTION SHALL NOT OPERATE AS (a) A WAIVER BY LANDLORD OF ANY REMEDIES PROVIDED UNDER THIS LEASE OR AT LAW OR (b) AN EXTENSION OF THE TERM.

11. Utilities. Tenant shall pay its Pro Rata Share of all charges for gas, electricity, water, sewer service, and other utilities used at the Project during the Term. Landlord shall not be liable for any loss or damage caused by or resulting from any variation, interruption, or failure of said utility services due to any cause whatsoever; and no temporary interruption or failure of such services incident to the making of repairs, alterations or improvements, or due to accident, strike, act of God, or conditions or any event not under Landlord's control, shall be deemed a breach of this Lease or as an eviction of Tenant, or relieve Tenant from any of its obligations hereunder. Notwithstanding the foregoing, Landlord will be responsible for increases above twenty percent (20%) from the prior year's bill of any utilities charges occurring during the Landlord's performance of the CATA Space Work.

12. Environmental Matters

(a) Tenant Covenants. Tenant shall comply with all Laws and Legal Requirements that affect the Premises and the use and occupancy thereof, and shall comply with all laws, licenses and permits related to the operation of the Community School, including those that involve employee, worker or occupant health, safety and/or environmental concerns, including, without limitation, those concerning child-occupied facilities. If Tenant receives written notice of any material violation of any governmental requirements applicable to the Premises, Tenant shall give prompt notice thereto to Landlord. Tenant covenants and agrees that during the Term, neither Tenant nor any Tenant Party shall cause any Hazardous Substance to be brought upon, kept, or used in, on, or about the Premises, or transported to or

from the Premises without the prior written consent of Landlord, at Landlord's sole discretion. Notwithstanding the foregoing, Tenant shall have the right to keep and use in, on or about the Premises any Hazardous Substance, provided such Hazardous Substance is typically used in the operation and programming of a Community School and: (1) is necessary or useful to Tenant's use of the Premises; (2) is used, kept, stored, transported, and disposed of in a manner that fully complies with all Legal Requirements; and (3) will not substantially increase the risk of fire or other casualty to the Premises. Tenant covenants and agrees that to the extent Tenant or any of Tenant's agents, employees, contractors, invitees, assignees, or subtenants shall cause any Hazardous Substance to be kept, used, or present in, on, or about the Premises, Tenant shall ensure that such Hazardous Substance is in full compliance with all Legal Requirements.

(b) Environmental Indemnity. If Tenant breaches any of its obligations contained in this Section, or if any act or omission of Tenant or any Tenant Party causes any Hazardous Substance to be discharged or released from, on, or in the Premises or any adjoining property, then Tenant shall indemnify Landlord against and hold Landlord harmless from and against, any and all claims, judgments, damages, penalties, fines, costs, liabilities, losses, and expenses (including, without limitation, attorneys' fees, consultant fees, and expert fees) arising during or after the term of this Lease as a result of that breach or that discharge or release. This indemnification includes, without limitation, costs incurred in connection with the investigation of site conditions or any cleanup, repair, removal, or detoxification work required by any Governmental Authority. Without limiting the foregoing, if the presence of any Hazardous Substance from, on or in the Premises caused by Tenant or any of Tenant's agents, employees, contractors, invitees, assignees, or subtenants results in any discharge or release of Hazardous Substance from, in, or on the Premises or any portion of Premises, Tenant shall promptly take all actions, at its sole expense, as necessary or appropriate to return the Premises to the condition existing before that discharge or release; provided, however, Tenant shall first obtain Landlord's prior approval, including, without limitation, approval of any contractors Tenant proposes to hire to perform the remedial work.

(c) Landlord's Representations and Warranties. Landlord represents and warrants that Landlord has not received any written notice of the existence of any Hazardous Substance on, in or around the Premises (except in strict compliance with applicable Law and in any event, in conformance with all applicable legal requirements).

(d) Definition. As used herein, "**Hazardous Substance**" means (i) "hazardous wastes", as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, (ii) "hazardous substances", as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, (iii) "toxic sub-stances", as defined by the Toxic Substances Control Act, as amended from time to time, (iv) "hazardous materials", as defined by the Hazardous Materials Transportation Act, as amended from time to time, (v) oil or other petroleum products, and (vi) any substance whose presence could be detrimental to the Property or hazardous to health or the environment or is otherwise toxic, radioactive, ignitable, dangerous, harmful, flammable, explosive, reactive, or corrosive in the form, quantity, condition, and/or location then found upon or under the Premises. Without limiting the foregoing, "Hazardous Substance" includes asbestos in any form and any substance containing asbestos, polychlorinated biphenyls, petroleum, lead-based paint, mold, and urea formaldehyde foam insulation.

(e) Survival. The provisions of this Section shall survive the expiration or sooner termination of this Lease with respect to matters that occur prior to the expiration or termination of this Lease.

13. Maintenance and Repair.

(a) Tenant Obligation. Tenant shall at all times, at its own expense, and subject to reasonable wear and tear and damage by casualty or condemnation, which are addressed by Section 14 and Section 16 respectively, keep the Premises in good condition and repair as a Community School. With respect to the Premises, such maintenance shall include, without limitation, all routine interior repairs (including all replacements of components, systems or parts which are a part of, or are incorporated into, the Premises or any part thereof), foreseen or unforeseen, ordinary or extraordinary, provided that Tenant's obligation pursuant to this Section 13(a) not apply to building systems or other Structural components of the Building. Notwithstanding the foregoing, Landlord may elect to undertake performance of Tenant's obligation under this Section 13(a), provided that Tenant shall reimburse Landlord for its reasonable costs incurred in connection with such performance. Said reimbursement shall be payable as Additional Rent. Notwithstanding the foregoing, to the extent any repairs or maintenance are related to or applicable to the Project Work, Landlord shall undertake performance of Tenant's obligation and shall pursue, at Landlord's expense, all applicable warranties and contractual rights associated with the Project Work, in such case Tenant shall reimburse Landlord after such warranties have been fully pursued.

(b) Common Areas. Landlord shall (i) perform all repairs, maintenance, and replacements in respect of the Common Areas and Structural components of the Building not covered by Tenant's obligation under Section 13(a) above (including, without limitation, exterior walls, the roof, and Structural components of the Building), (ii) shall keep said Common Areas clean and in good condition, and (iii) without limiting the foregoing, shall cause sidewalks serving the Premises to be free of snow, ice, rubbish, and other obstructions. Tenant shall reimburse Landlord for Tenant's Pro Rata Share of Landlord's reasonable costs incurred in connection with its performance under this Section 13(b). Said reimbursement shall be payable as Additional Rent.

14. Damage Clause.

(a) Casualty. If during the Term, any portion of the Premises, access to the Premises or any part of the Building is damaged or destroyed and such damage or destruction can, in Landlord's reasonable estimation, be repaired within one hundred eighty (180) days following such damage or destruction, and Landlord receives insurance proceeds sufficient to restore such damage, then this Lease shall remain in full force and effect and Landlord shall commence to repair and restore the damage or destruction and complete the same so that the Premises shall have a value, utility, condition, and character as nearly as reasonably practicable to the value, utility condition, character of the Premises immediately prior to such damage or destruction. Notwithstanding the foregoing, if (i) such damage or destruction cannot, in Landlord's reasonable estimate, be repaired within one hundred eighty (180) days following such damage or destruction; or (ii) more than twenty-five percent (25%) of the Building is damaged or destroyed; or (iii) any mortgagee of the Building will not allow the application of insurance proceeds for repair and restoration; or (iv) the damage or destruction is not covered in full by Landlord's insurance, subject to the deductible, or (v) the damage or destruction occurs within the last twelve (12) months of the Term or any extension hereof, then Landlord may, in its sole discretion, terminate this Lease by delivery of notice to Tenant within sixty (60) days of the date Landlord learns of the damage.

(b) Rent Abatement. In the event of repair, reconstruction, and restoration by Landlord as herein provided, the Rent payable under this Lease shall be abated proportionately to the extent to which there is substantial interference with Tenant's use of the Premises during the period of such repair, reconstruction, or restoration; provided that (i) abatement shall be limited to the extent that coverage for rent loss is available under Landlord's Property Insurance (provided that the unavailability of such coverage does not arise from (x) Landlord's noncompliance with its obligation to maintain Property Insurance pursuant to Section 15(d) or (y) the gross negligence, willful misconduct, or other wrongful actions or inactions of Landlord), and (ii) there shall be no abatement of rent if such damage is

the result of Tenant's intentional wrongdoing. Tenant shall not be entitled to any compensation or damages for loss in the use of the whole or any part of the Premises, damage to Tenant's personal property and/or any inconvenience or annoyance occasioned by such damage, repair, reconstruction, or restoration.

(c) Repair or Restoration. If Landlord elects to repair or restore as herein provided, Landlord shall be obligated to make repair or restoration only to the Building and the Premises to the extent covered under Landlord's Property Insurance. Repair and restoration of items of property covered by Tenant's insurance shall be the obligation of Tenant. Tenant agrees to coordinate the restoration and repair of those items it is required to restore or repair with Landlord's repair and restoration work and in accordance with a work schedule prepared by Landlord or Landlord's contractor, on reasonable consultation with Tenant.

15. Insurance, Indemnity, Waiver of Subrogation and Fire Protection

(a) Tenant's Insurance. Tenant will, at all times during the Term, at its own cost, maintain, with companies reasonably acceptable to Landlord, rated A-XII or better as set forth in the most current "Best's Key Rating Guide" and which shall be licensed to do business in the State: (i) commercial general liability and property damage insurance, on an occurrence basis, with combined single liability limits of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate, plus an excess or umbrella policy extending coverage as broad as primary commercial general liability coverage in an amount no less than Five Million Dollars (\$5,000,000), covering Tenant's activities and operations in the Premises, (ii) *[intentionally omitted]*, (iii) causes of loss-special form property insurance covering Tenant's personal property, trade fixtures and the leased FF&E for its full replacement cost, (iv) workers' compensation insurance as required by Law, (v) if applicable, employer's liability insurance in an amount of One Million Dollars (\$1,000,000) per person for each accident, or disease, and (vi) any other insurance which Landlord may reasonably request from time to time during the Term. Notwithstanding anything contained herein to the contrary, all insurance minimum coverage amounts specified in this Section 15 may be increased from time to time, upon written notice to Tenant, as deemed reasonably necessary by Landlord.

(b) Policy Requirements. Tenant shall only maintain such deductibles or self-insured retentions applicable to property and liability insurance coverages as are approved by Landlord. Tenant shall have sole responsibility for the payment of all deductibles or self-insured retentions, and all policies of insurance that include deductibles or self-insured retentions shall clearly state that such deductibles or self-insured retentions apply only to Tenant and not to Landlord. Tenant's policies shall name Landlord and any other person or entity reasonably designated by Landlord, as additional insureds or loss payees, as applicable, as their interests appear. Promptly following the execution of this Lease (and in any event prior to the commencement of the Term), Tenant shall provide Landlord with certificates of the insurance policies herein required of Tenant which shall indicate that the insurance policies are in full force and effect. Tenant covenants that certificates of all of the insurance policies required under this Lease, and their renewal or replacement, shall be delivered to Landlord once a year. Such policy or policies shall also provide that it shall not be canceled without thirty (30) days' prior written notice to Landlord. If Tenant fails to supply and maintain any such insurance, Landlord shall have the right, but not the obligation, to purchase such insurance, or any part thereof, and the cost of such insurance shall, immediately upon demand by Landlord, become due and payable as Additional Rent hereunder.

(c) Waiver of Subrogation. Landlord and Tenant, up to the monetary limits of their respective insurance policies, each waive any and all rights that either party may have against the other, and release each other from all liability or responsibility to the other or to anyone claiming through or under them (by way of subrogation or otherwise), for any loss or damage to the Premises, any alterations

or fixtures, or any trade fixtures or other personal property of any kind or nature whatsoever, which loss or damage is caused by or results from a risk insured against under any insurance policy, in force at the time, carried by the party suffering the loss or damage, notwithstanding that such loss or damage was caused by the fault or negligence of such other party, its agents, servants, employees, representatives, contractors, licensees, invitees, or guests. Both Landlord and Tenant shall obtain a waiver of subrogation from their respective insurance company. Any increased premium cost incurred by Landlord or Tenant by reason of such waiver shall be paid by the party incurring such increased premium.

(d) Landlord's Insurance. Landlord shall maintain throughout the Term property insurance in an amount equal to the full replacement cost of the Project and all improvements thereon, including protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), sprinkler leakage, rent loss insurance for actual loss sustained and any other perils which Landlord deems reasonable or necessary (collectively, **"Property Insurance."** Tenant shall reimburse Landlord for Tenant's Pro Rata Share of the cost of Property Insurance as Additional Rent.

16. Condemnation

(a) In General. If any material part of the Project shall be taken in any proceeding by any Governmental Authority by condemnation or otherwise, or be acquired for public or quasi-public purposes, or be conveyed under threat of such taking or acquiring, or constitute a condemnation of the principal points of ingress or egress to the Building or the Premises (either permanently or for such temporary period in excess of 180 days), and (i) Landlord reasonably determines that the remaining portion of the Project will not permit Landlord to operate its business at the Project or (ii) Landlord and Tenant, acting reasonably, agree that the remaining portion of the Project will not permit Tenant to operate a school on the Premises, then a **"Material Condemnation"** shall have occurred, and Landlord (in the case of clause (i)) or Landlord and Tenant acting together (in the case of clause (ii)) shall have the right to terminate this Lease. In the event that this Lease is terminated by reason of a Material Condemnation, the parties' obligations under this Lease shall terminate as of the date of taking (except for those obligations of Tenant which pursuant to the provisions of this Lease expressly survive termination of this Lease) and all condemnation proceeds shall be paid to Landlord and shall remain the sole and exclusive property of Landlord; provided, however, that Tenant shall be entitled to make a claim for Tenant's personal property taken as part of the condemnation and for moving expenses.

(b) Restoration and Condemnation Proceeds. If (a) a Material Condemnation occurs but this Lease is not terminated pursuant to Section 16(a) above or (b) a condemnation occurs but it is less than a Material Condemnation, then in either such event Landlord shall, to the extent of the condemnation award made available therefor, restore the Project to a complete unit as similar as reasonably possible in design, character and quality to the building which existed before such taking and restore the rest of the Project in a manner that will allow Tenant to operate a Community School. If this Lease is not terminated, the Base Rent shall be ratably adjusted based upon the reduction, if any, in the number of students who can be accommodated at the Premises. Any restoration work to be performed pursuant to this Section shall be completed in accordance with the plans and specifications which shall have been developed by Landlord on reasonable consultation with Tenant. If this Lease remains in effect following a condemnation, then all condemnation awards received in respect thereof shall be applied to pay the costs and expenses of such restoration work to the extent reasonably required. Following such restoration, any excess condemnation proceeds, if any, shall be paid to Landlord and shall remain the sole and exclusive property of Landlord.

(c) Temporary Taking Awards. If by reason of a taking Tenant shall be temporarily deprived in whole or in part of the use of the Premises or any part thereof, the entire award made as

compensation therefor shall belong to Tenant, and there shall be no abatement of the Base Rent payable hereunder.

17. Indemnification Generally.

(a) Tenant Indemnification. Tenant, to the fullest extent permissible by Law, agrees to indemnify, hold harmless and defend Landlord Parties from and against any and all Losses arising out of or based upon, in whole or in part (i) any failure on the part of Tenant to perform or comply with any of the terms of this Lease, (ii) the operation, possession, use, non-use, maintenance, modification, alteration, construction, reconstruction, restoration, condition, design or replacement of the Leased Property (or any portion thereof) by Tenant or any other Tenant Party, (iii) any negligent acts or omissions of Tenant or any other Tenant Party with respect to this Lease, the Premises, or the Project, (iv) the fraud, gross negligence, or willful misconduct of Tenant or any Tenant Party in connection with this Lease or the Premises, (v) the operations and activities of Tenant or of any other person or entity permitted on or about the Premises by Tenant (whether as an invitee, subtenant, licensee or otherwise), except in each case to the extent arising from the negligence or willful misconduct of Landlord or any Landlord Party. If at any time any Losses are asserted against Landlord by reason of any of the matters as to which Tenant indemnifies Landlord hereunder, Tenant will, upon notice from Landlord, defend any such Losses at Tenant's sole cost and expense by counsel selected by Tenant and approved by Landlord.

(b) Landlord Indemnification. Landlord, to the fullest extent permissible by Law, agrees to indemnify, hold harmless and defend Tenant from and against any and all Losses arising out of or based upon, in whole or in part (i) any failure on the part of Landlord to perform or comply with any of the terms of this Lease, (ii) any negligent acts or omissions of Landlord or any other Landlord Party with respect to this Lease or the Premises, (iii) the fraud, gross negligence, or willful misconduct of Landlord or any Tenant Party in connection with this Lease or the Premises, except in each case to the extent arising from the negligence or willful misconduct of Tenant or any Tenant Party. If at any time any Losses are asserted against Landlord by reason of any of the matters as to which Landlord indemnifies Tenant hereunder, Landlord will, upon notice from Tenant, defend any such Losses at Landlord's sole cost and expense by counsel selected by Landlord and approved by Tenant.

18. Taxes.

(a) Tenant to Pay Taxes. Tenant shall be responsible for its Pro Rata Share of Taxes levied on the Project, which amount shall be payable to Landlord as Additional Rent, unless otherwise provided herein.

(b) Contests. Tenant, after first obtaining Landlord's written approval, may contest such Taxes or the validity thereof by appropriate legal proceedings or in such other manner as it shall deem suitable, and Landlord shall join in such contest, protest or proceeding, but at Tenant's sole cost and expense. Landlord shall not, during the pendency of such legal or other proceeding or contest, pay or discharge any Taxes on the Premises, or tax lien or tax title pertaining thereto, provided Landlord may require that Tenant do so in order to stay a sale of the Premises through foreclosure of a tax lien thereon. Any refund obtained by Tenant shall be paid first to Tenant to the extent of its costs and expenses of such contest and on account of any portion of the Taxes so refunded which was previously paid by Tenant.

(c) Community School Exemption. Landlord and Tenant acknowledge and agree that it is their intent to cause the Premises to be exempt from real property (ad valorem) tax as provided in Ohio Revised Code Section 5709.07, which exempts real property leased to community schools (the "**Community School Exemption**"). In furtherance of such intent, Tenant shall use its commercially reasonable efforts to obtain the Community School Exemption for the Premises in respect of tax years (or

portions thereof) for which such exemption is available. In the event the Community School Exemption is obtained for the Premises resulting in payment of a Tax reimbursement or refund to Landlord from the taxing authority (or any other Governmental Authority), such reimbursement shall be credited to Tenant to the extent that Landlord had actually collected Additional Rent from Tenant in respect of the Taxes (or any portion thereof) refunded or reimbursed. Such credit shall be applied as if it were a payment of Rent hereunder and accounted for in a writing from Landlord to Tenant. Notwithstanding anything to the contrary in this Division, in the event the tax exempt status of the Premises is compromised or terminated, temporarily or permanently, because Landlord has transferred ownership of the Premises, Tenant will use all due-speed upon receiving notice of the loss or potential loss of tax exempt status to file its Application for Real Property Tax Exemption Remission and make reasonable efforts to requalify the property for tax exempt status. Landlord will reimburse Tenant for the reasonable professional fees actually expended by Tenant in filing the Application and will be responsible for any applicable taxes for the period in which the Premises is not exempt due to the transfer of ownership at Landlord's sole discretion.

19. Alterations and Tenant's Liens.

(a) Minor Alterations. So long as no Event of Default shall have occurred and be continuing, Tenant may, at its expense, make any modifications or alterations to the Premises with the prior written consent of Landlord, it being agreed that Landlord shall not unreasonably withhold or delay such consent if the subject modification or alteration does not affect the building structure or involve any material building system. Notwithstanding the foregoing, Landlord's consent shall not be required if the cost of such additions, modifications or alterations is less than \$20,000; provided that (i) upon completion of such additions or alterations, neither the fair market value of the Premises shall be materially lessened thereby nor the utility or condition of the Premises materially impaired, below the value, utility or condition thereof immediately prior to such action, (ii) such additions or alterations do not materially, adversely affect the Use of the Premises as set forth in Section 8, and (iii) such work shall be completed in a good and workerlike manner and in compliance with all applicable Laws and insurance requirements; and (iv) such additions or alterations are Nonstructural. Title to all additions, modifications, or alterations to any of the Premises shall be and remain part of the Premises and subject to this Lease.

(b) Title to Tenant's Alterations. Any alterations, changes, improvements, and additions made and owned by Tenant to the Premises shall immediately become the property of Landlord and shall be considered a part of the Premises.

(c) No Tenant Liens. Tenant shall not permit any mechanics', material suppliers', or other similar lien to be foreclosed against the Premises by reason of work, labor, services or materials performed by or furnished to Tenant or anyone holding any part of the Premises under Tenant. If any such lien shall at any time be filed, Tenant may contest the same in good faith, but Tenant shall, prior to foreclosure thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. Nothing contained in this Lease shall be construed as a consent on the part of Landlord to subject Landlord's estate in the Premises to any lien or liability under the lien laws of the State. Notwithstanding the foregoing, if any mechanics', material suppliers', or other similar lien is filed against the Premises, and the amount of such lien claim exceeds \$10,000, then Tenant shall, within thirty (30) days after the filing thereof, remove, or bond over, or provide such other security satisfactory to Landlord protecting Landlord from loss or liability by reason of such lien. Tenant hereby covenants and agrees to indemnify and hold harmless Landlord from and against any and all claims, costs, demands, losses, or liabilities (including attorneys' fees) which Landlord may suffer or incur by reason of any such mechanics', material suppliers', or other similar lien.

20. Tenant's Signs. Tenant shall have the right to erect and maintain signs in and about the Premises and elsewhere subject only to any applicable Laws, Legal Requirements, Restrictive

Agreements, and, with respect to Tenant's signs visible from the exterior of the Premises, Landlord's consent (which Landlord agrees shall not be unreasonably withheld). In no event shall any of Tenant's Signs refer to Landlord, without Landlord's consent, which may be withheld in Landlord's sole discretion. Temporary signs may be placed on the premises for promotional or other similar school purposes, so long as the temporary sign is removed within thirty (30) days of posting and complies with any applicable Laws, Legal Requirements, and any applicable Restrictive Agreement.

21. Restrictive Agreements; Grants of Easements. To the extent there are any Restrictive Agreements or grants of easements related to the Premises, Landlord and Tenant hereby agree as follows:

(a) Tenant's Compliance. Tenant agrees during the Term to comply with and promptly perform each and all of the terms and provisions of any Restrictive Agreements, if any, insofar as they relate to Tenant's Premises or Tenant's use of the Project. Without limiting the generality of the foregoing, Tenant agrees to pay any assessments, costs, common area maintenance and operating charges, lighting charges, all common area cost contributions, and any and all other amounts that Landlord or the owner of the Premises would otherwise be obligated to pay under any Restrictive Agreement.

(b) Cooperation; Indemnity. Landlord agrees to use commercially reasonable efforts, at Tenant's expense, to cooperate with Tenant in the exercise of any rights or remedies pursuant to the Restrictive Agreements the exercise of which Tenant reasonably believes is necessary or prudent with respect to the Premises. Tenant hereby covenants and agrees to indemnify, defend and hold harmless Landlord from and against any and all Losses (including attorneys' fees) which Landlord may suffer or incur by reason of any failure by Tenant to pay and perform all of the terms of, or any violation of or noncompliance with any of the covenants and agreements contained in the Restrictive Agreements, regardless of whether such provisions are binding upon the Premises or the holder of the tenant's interest in this Lease. If at any time any Losses are asserted against Landlord by reason of any failure by Tenant to pay and perform all of the terms of, or any violation of or noncompliance with any of the covenants and agreements contained in the Restrictive Agreements regardless of whether such provisions are binding upon the holder of the tenant's interest in this Lease or the Premises, Tenant will, upon notice from Landlord, defend any such claims, costs, demands, losses or liabilities at Tenant's sole cost and expense by counsel approved by Landlord.

22. Charter. Tenant shall timely take all legally advisable, economically feasible and reasonable actions to keep and maintain in full force and effect, at all times, and comply with the charter granted to Tenant by the applicable Governmental Authority or its contracted sponsor (the "**Sponsor**"), as amended from time to time, and required for the operation of the Community School in the Premises (the "**Charter**"). Tenant covenants and agrees to the extent legally permissible to provide Landlord with all information reasonably requested by Landlord pertaining to Tenant and the Charter as and when requested by Landlord from time to time. Tenant hereby authorizes Landlord, after written notice to Tenant, to contact Governmental Authorities and others as Landlord shall reasonably deem necessary or desirable to confirm the good standing of the Charter or Tenant. To the extent legally permissible, Tenant shall provide promptly to Landlord copies of all notices and material communications to and from Tenant with respect to the Charter. Tenant shall give notice to Landlord promptly after each Charter renewal, which notice shall include a copy of the renewal. Notwithstanding anything to the contrary contained in this Lease, Tenant will provide written notice to Landlord immediately (but not later than five (5) days) in the event Tenant receives notice that Tenant's charter is being recommended for revocation, revoked, not renewed or proceedings are commenced with respect to a revocation.

23. Tenant's Right to Control Operations. Nothing contained in this Lease shall be deemed in any way to (i) regulate the manner of operation by Tenant of its School at the Premises and/or the hours

and/or days of such operation, or (ii) require Tenant to operate at times or hours different than the majority of other schools in the community.

24. Estoppel Certificate; Attornment and Priority of Lease; Subordination.

(a) Estoppel Certificate. Each party agrees, within twenty-one (21) days after written request by the other party, to execute, acknowledge and deliver to and in favor of the other party and/or the proposed holder of any Mortgage or purchaser of the Premises an estoppel certificate in such form as the requesting party may reasonably require, but stating no less than:

- (i) whether this Lease is in full force and effect;
 - (ii) whether this Lease has been modified or amended and, if so, identifying and describing any such modification or amendment;
 - (iii) the date to which rent and any other charges have been paid; and
 - (iv) whether such party knows of any default on the part of the other party or has any claim against the other party and, if so, specifying the name of such default or claim.
- Notwithstanding the foregoing, the parties agree that it shall not be reasonable for Landlord to require an estoppel certificate that modifies the terms of this Lease.

(b) Subordination and Attornment. This Lease is and shall automatically be subordinate to any and all mortgages and other security instruments now existing, or which may hereafter be made by Landlord, its successors or assigns covering the Premises or any portion or portions thereof, and for the full amount of all advances made or to be made thereunder (without regard to the time or character of such advances), together with interest thereon, and subject to all the terms and provisions thereof and to any renewals, extensions, modifications and consolidations thereof. The agreements contained in this Section 24(b) shall be effective without the execution of any further documents; provided, however, that Tenant shall, within ten (10) days after written request by Landlord or its lender(s), make, execute, acknowledge and deliver any and all documents requested by Landlord or its lender(s) which are or may be necessary or desirable for more fully and certainly assuring the subordination of this Lease to any such mortgages or other security instruments. If Tenant fails to execute any such document within such ten (10) day period, Tenant hereby appoints Landlord as the attorney-in-fact of Tenant, coupled with an interest, to execute and deliver such document for and in the name of Tenant. Any person or persons purchasing or otherwise acquiring any interest at any sale and/or other proceedings under such mortgages or other security instruments may elect to continue this Lease in full force and effect in the same manner, and with like effect as if such person or persons had been named as Landlord herein, and in the event of such election, this Lease shall continue in full force and effect as aforesaid, and Tenant hereby attorns and agrees to attorn to such person or persons.

25. Tenant's Representations and Warranties. Tenant hereby represents, covenants, and warrants to and for the benefit of Landlord, and its successors and assigns, as follows:

(a) Organization and Authority. Tenant is a non-profit corporation and a public Community School, duly organized and validly existing in good standing under the Laws of the State and under the Community School Law; Tenant is duly qualified to do business and/or operate and is in good standing in every state where the nature or extent of its operations and properties require it to be qualified to do business and/or operate as a foreign corporation; Tenant has obtained all licenses and permits and has filed all registrations necessary for the lawful operation; and Tenant has the corporate power and authority to own its properties and carry on its operations as now being conducted.

(b) Due Authorization. Tenant is duly authorized to execute, deliver, and perform its obligations under this Lease; this Lease has been properly authorized by all requisite corporate action; Tenant's governing body has authorized Tenant's entry into and execution of this Lease; this Lease has been duly executed and delivered on behalf of Tenant; this Lease constitutes the legal, valid, and binding obligation of Tenant, enforceable against Tenant in accordance with its terms. The Tenant is authorized by the Community School Law (i) to lease the Premises from Landlord pursuant to this Lease, and (ii) to execute, deliver and perform its obligations under this Lease. The execution, delivery and performance of this Lease have been duly authorized by Tenant and this Lease is enforceable against Tenant in accordance with its terms, subject only to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally and equitable principles.

(c) Purpose. Tenant's sole purpose is to operate a Community School which is to be operated on the Premises. Tenant does not own any other property other than property used in connection with Tenant's Community School and does not lease any asset or property other than the properties leased in connection with Tenant's Community School; Tenant will not engage in any business other than the operation of the Community School; Tenant will maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates and any constituent party and Tenant will file its own tax returns, provided, however, that Tenant's assets may be included in a consolidated financial statement with its affiliates with the appropriate notations being made on such consolidated financial statement to indicate the separateness of Tenant and such affiliates and to indicate that none of such affiliates assets and credit are available to satisfy the debts and other obligations of Tenant; Tenant will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate of Tenant, any constituent party of Tenant, or any affiliate of any constituent party of Tenant), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its affiliates as a division or part of the Landlord or any Affiliates of Landlord and shall maintain and utilize a separate telephone number and separate stationery, invoices and checks for its business as an operator of the Community School.

(d) Consents; Permits; Licenses. All necessary consents have been obtained, and no consent, permit, license, approval, or authorization of, or registration, declaration or filing with or notice to, any Governmental Authority is required in connection with the execution, delivery or performance by Tenant, or the validity or enforceability against Tenant, of this Lease.

(e) Legal Restraint. Neither this Lease nor the performance by Tenant of Tenant's obligations hereunder violates (i) any Legal Requirement, (ii) the Articles of organization, bylaws, partnership agreement or operating agreement of Tenant, or (iii) any agreement, indenture or undertaking to which Tenant is a party or by which Tenant or any of its respective properties are bound or affected, or constitutes a default thereunder or results in the creation or imposition of any lien.

(f) Litigation and Proceedings. There is no pending or, to the knowledge of Tenant, threatened action, suit, investigation or proceeding affecting Tenant before any court, arbitrator, or Governmental Authority which, if adversely determined, could have a Material Adverse Effect. Tenant is in compliance with any applicable statute, rule, order, decree or regulation of any arbitrator or Governmental Authority having jurisdiction over Tenant.

(g) Financial Statements. All Financial Statements furnished to Landlord by Tenant are true complete and correct, and fairly reflect the financial condition and results of the operations of Tenant or the Premises, as the case may be, as of the dates and for the periods stated therein.

(h) No Change in Condition. Since the date of the most recent Financial Statements of Tenant delivered to Landlord before the Effective Date, there has been no change which would have a Material Adverse Effect.

(i) No Default. Tenant is not in default in any respect in the payment or performance of any obligations for any material indebtedness or any other monies borrowed or under any mortgage, deed of trust, indenture, lease, contract, or other agreement or undertaking to which Tenant is a party or to which Tenant may be bound or affected and no default or event of default has occurred and is continuing. Tenant is not in default under any order, award or decree of any arbitrator or Governmental Authority binding upon or affecting Tenant or by which Tenant's property may be bound or affected, and no such order, award or decree would adversely affect the ability of Tenant to carry on its business as now conducted or to perform Tenants' obligations under this Lease.

(j) Agreements Regarding Community School. With respect to Tenant's Community School to be operated at the Premises (i) all material federal, state and local governmental authorizations, approvals, consents, permits, licenses and charters required by all applicable Governmental Authorities regarding the Community School and its operation at the Premises have been obtained or will be timely obtained in compliance with all Legal Requirements; (ii) all Legal Requirements, including the Charter, for Tenant's operation of a Community School at the Premises are or will timely be in full force and effect; (iii) the Charter is not the subject of any proceeding, action or inquiry seeking its revocation; (iv) no suspension notice has been given with respect to the Charter; and (v) no notice of non-renewal has been given to Tenant by Governmental Authority responsible for granting Charters in the State.

(k) Compliance with Laws. To the actual knowledge of Tenant without making any independent investigation, Tenant is in compliance in all material respects with all Legal Requirements. The Premises and the Community School will be operated by Tenant in accordance with all Legal Requirements. Tenant is currently in compliance with and in the future will comply with all applicable federal and state nondiscrimination laws.

(l) Tax Liabilities; Governmental Charges. Tenant has filed or caused to be filed all required tax reports and returns required to be filed by it by Governmental Authorities, except where extensions have been properly obtained, and have paid or made adequate provision for payment of all taxes (including, but not limited to, rent taxes), assessments, fees and charges levied upon it or upon its income or properties by any Governmental Authority which are due and payable, including interest and penalties, except such taxes, assessments, fees and other governmental charges, if any, as are being diligently contested in good faith by appropriate proceedings and as to which it has established adequate reserves in conformity with GAAP on their respective books. No tax liens have been filed and, to the knowledge of Tenant, no material claims are being asserted with respect to any such taxes, assessments, fees, or other governmental charges.

(m) Material Omissions. Independently of and in addition to the foregoing representations and warranties, Tenant makes the following representation and warranty: none of this Lease, the Financial Statements, nor any statement, list, certificate or other information furnished or to be furnished by Tenant to Landlord in connection with this Lease or any of the transactions contemplated thereby contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained therein, in light of the time at which and circumstances in which they are made, not misleading .

(n) Board Determinations. The governing board (also known as, governing authority) of Tenant has determined (i) that the Premises is necessary and essential to Tenant's operations

and (ii) on consultation with an independent professional in the real estate field, that this Lease is commercially reasonable in accordance with Section 3314.032(B)(1) of the State Code.

(o) No Conflict. None of the execution and delivery of this Lease, the fulfillment of or compliance with the terms and conditions of this Lease or the consummation of the transactions contemplated by this Lease, conflicts with or results in a breach of the terms, conditions or provisions of the Charter, or of any material restriction or any agreement or instrument to which Tenant is now a party or by which Tenant is bound, or constitutes a default under any of the foregoing or, except as expressly disclosed to Landlord in writing or provided in this Lease, results in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of Tenant.

26. Landlord's Representations and Warranties Landlord hereby represents, covenants, and warrants to and for the benefit of Tenant, and its successors and assigns, as follows:

(a) Organization and Authority. Landlord is a limited liability company, duly organized and validly existing in good standing under the laws of the State of Delaware; Landlord is duly qualified to do business and/or operate and is in good standing in the State; and Tenant has the limited liability company power and authority to own its properties and carry on its operations as now being conducted.

(b) Due Authorization. Landlord is duly authorized to execute, deliver, and perform its obligations under this Lease; this Lease has been properly authorized by all requisite limited liability company action; Landlord's governing body has authorized Tenant's entry into and execution of this Lease; this Lease has been duly executed and delivered on behalf of Landlord; this Lease constitutes the legal, valid, and binding obligation of Landlord, enforceable against Landlord in accordance with its terms.

27. Defaults and Remedies.

(a) Tenant Default. The following shall constitute an event of default (an "**Event of Default**") under this Lease:

(i) If Tenant neglects or fails to pay any Base Rent or other charge hereunder within five (5) days after Notice of default, provided, however, that Tenant shall not be in default hereunder by reason of such nonpayment if such nonpayment results from the unavailability of funds payable to Tenant by any applicable Governmental Authority on account of Tenant's status as a Community School;

(ii) If Tenant neglects or fails to perform or observe any of the other covenants, terms, provisions, or conditions on its part to be performed or observed under this Lease, within thirty (30) days after Notice of default (or if more than thirty (30) days shall be reasonably required because of the nature of the default, if Tenant shall fail to proceed diligently to cure such default after such notice);

(iii) Any representation or warranty made by Tenant herein or in any certificate, financial statement or document furnished pursuant to the provision hereof shall prove to have been false or misleading in any material respect as of the time made or furnished;

(iv) If Tenant (a) admits in writing its inability to pay its debts generally as they become due, (b) commences any case, proceeding or other action seeking to have an order for relief entered on its behalf as debtor or to adjudicate it a bankrupt or insolvent, or seeking

reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any federal, state or local Law relating to bankruptcy, insolvency, reorganization or relief of debtors, (c) makes an assignment for the benefit of its creditors, (d) is generally unable to pay its debts as they mature, (e) seeks or consents to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (f) files a petition or answer seeking reorganization or arrangement under an order or decree appointing, without the consent of Tenant, a receiver of Tenant of the whole or substantially all of its property, and such case, proceeding or other action is not dismissed or stayed within ninety (90) days after the commencement thereof; or

(v) If the estate or interest of Tenant in the Premises or any part thereof is levied upon or attached in any proceeding and the same is not vacated or discharged or stayed within the later of ninety (90) days after commencement thereof or thirty (30) days after receipt by Tenant of notice thereof from Landlord (unless Tenant is contesting such lien or attachment in accordance with this Lease).

(b) Landlord's Remedies. Upon the occurrence of an Event of Default, Landlord shall have the following rights and remedies:

(i) Landlord may immediately or at any time thereafter, as permitted by Law, give Tenant written notice of Landlord's termination of this Lease, and, upon such notice, Tenant's rights to possession of the Premises shall cease and this Lease shall thereupon be terminated, and if permitted by Law Landlord may re-enter and take possession of the Premises as its own property, and removing therefrom Tenant's and any third party's property therefrom, and making disposition thereof as Landlord may deem commercially reasonable;

(ii) Landlord may remain out of possession of the Premises and treat the Term as subsisting and in full force and effect, in which event Landlord shall have all rights and remedies available at law, in equity or hereunder; and as an alternative remedy Landlord may, at Landlord's election, without terminating the then current term, or this Lease re-enter the Premises or take possession thereof pursuant to legal proceedings or pursuant to any notice provided for by Law, and having elected to re-enter or take possession of the Premises without terminating the Term, or this Lease, Landlord shall use reasonable diligence as Tenant's agent to re-let the Premises, or part thereof, for such term (which may be greater or less than the remaining balance of the then current Term) or terms and at such rental and upon such other terms and conditions (which may include concessions or free rent) as Landlord may reasonably deem advisable, with the right to make alterations and repairs to the Premises, and no such re-entry or taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, and no such re-entry or taking of possession by Landlord shall relieve Tenant of its obligation to pay Rent (at the time or times provided herein), or of any of its other obligations under this Lease, all of which shall survive such re-entry or taking of possession, and Tenant shall continue to pay Rent provided for in this Lease until the end of the Term and whether or not the Premises shall have been re-let, less the net proceeds, if any, of any re-letting of the Premises after deducting all of Landlord's expenses in or in connection with such re-letting, including without limitation all out-of-pocket repossession costs, brokerage commissions, legal expenses, alterations costs and expenses of preparation for re-letting.

(iii) Having elected either to remain out of possession and treating this Lease as remaining in full force and effect or to re-enter or take possession of Premises without terminating the Term, or this Lease, Landlord may, by notice to Tenant given at any time thereafter while Tenant is in default in the payment of Rent or in the performance of any other

obligation under this Lease, elect to terminate this Lease and, upon such notice, this Lease shall thereupon be terminated.

(iv) If in accordance with any of the foregoing provisions of this Section 27 Landlord shall have the right to elect to re-enter and take possession of the Premises, Landlord may enter and expel Tenant and those claiming through or under Tenant and remove the effects of both or either (using such force for such purposes as may be lawful and necessary) without being liable for prosecution, without being guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent, Additional Rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions.

(v) Landlord may enter the Premises, breaking open locked doors, if necessary, to effect entrance, without liability to action or prosecution for damages for such entry or for the manner thereof, for the purpose of distraining or levying and or any other purposes,

(vi) Landlord may pursue any and all other rights and remedies available under the Laws of the State, at law or in equity;

(vii) Landlord may, to the extent permitted by applicable Law, distrain, collect or bring action for Rent, Additional Rent and all other sums payable by Tenant for the remaining Term as rent in arrears or enter judgment therefor as rent in arrears in an amicable action as herein elsewhere provided, or file a proof of claim in any bankruptcy or insolvency proceeding for such Rent, Additional Rent and other sums due, or institute any other proceedings, whether similar or dissimilar to the foregoing, to enforce payment thereof;

(viii) Landlord may with or without terminating this Lease, re-enter and re-possess the Premises, or any part thereof, and lease the same to any person or entity upon such terms and conditions as Landlord, in its sole discretion, shall deem reasonable, for a term within or beyond the Term;

(ix) Except in cases involving the termination of Tenant's Charter, Landlord may proceed as a secured party under the provisions of the Uniform Commercial Code against the goods, furniture, fixtures, chattels, and equipment if any, in which Landlord has a security interest; or

(x) Landlord may take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Premises under this Lease.

(c) Pursuit of Remedies. Pursuit of any of the foregoing remedies by either Party shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided at law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damage accruing to Landlord or Tenant by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by either Party to enforce one or more of the remedies herein provided upon the occurrence of any Event of Default shall not be deemed or construed to constitute a waiver of such Event of Default. Following an Event of Default, all amounts due from Tenant to Landlord pursuant to this Lease shall bear interest at the Default Rate. Notwithstanding anything herein to the contrary, in no event shall Tenant be liable hereunder to Landlord or any other person for any consequential, punitive, exemplary, or treble damages by whomsoever suffered. No expiration or termination of this Lease pursuant to this Section 27, and no repossession of the Premises or any part thereof pursuant to this Section 27 or otherwise shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such expiration, termination or

repossession, and Landlord may, at its option, sue for and collect Rent, Additional Rent and any other charges due hereunder at any time and from time to time as and when such charges accrue.

(d) Landlord's Self Help. If Tenant fails to perform any material agreement or obligation on its part to be performed under this Lease relating to the Premises (after giving effect to all applicable notice and cure periods, except in cases of actual or suspected emergency, in which case no prior notice will be required), Landlord shall have the right (i) if no emergency exists, to perform the same after giving thirty (30) days' notice to Tenant, and (ii) in any emergency situation to perform the same immediately without notice or delay. For the purpose of rectifying a default of Tenant as aforesaid, Landlord shall have the right to enter the Premises subject to the terms of Section 28 hereof. Tenant shall on demand reimburse Landlord for the costs and expenses incurred by Landlord in rectifying defaults as aforesaid, including reasonable attorneys' fees, together with interest thereon at the Default Rate. Any act or thing done by Landlord pursuant to this Section shall not constitute a waiver of any such default by Tenant or a waiver of any covenant, term, or condition here in contained or the performance thereof.

(e) Landlord Right to Cure Under Tenant-Related and School-Related Agreements. Without limiting the foregoing remedies, to the extent permitted by Law, Landlord shall have the right, at its sole option, to cure any defaults relating to the Premises by Tenant under this Lease, and any consequences thereof, for the account and at the expense of Tenant, and all sums so advanced for such purpose, together with interest thereon at the Default Rate from the date of expenditure to the date of repayment, shall be deemed Additional Rent due and shall be due and payable upon demand.

28. Remedies Cumulative; Legal Expenses; Time of the Essence. The various rights and remedies given to or reserved to Landlord and Tenant by this Lease or allowed by law or in equity shall be cumulative, irrespective of whether so expressly stated. In case suit shall be brought because of the breach of any agreement or obligation contained in this Lease on the part of Tenant or Landlord to be kept or performed, and a breach shall be established, the prevailing party shall be entitled to recover all expenses incurred in connection with such suit, including reasonable attorneys' fees. Time is of the essence of this Lease.

29. Landlord's Right to Change Common Areas. Landlord reserves the right, exercisable by itself or its nominee, at any time and from time to time without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefor or otherwise affecting Tenant's obligations under this Lease, to make such changes, alterations, additions, improvements, repairs or replacements in or to the Common Areas and the fixtures and equipment thereof, as it may deem necessary or desirable, provided, however, that no such change shall give rise to an unreasonable obstruction of the right of access to, or unreasonable interference with the use and enjoyment of, the Premises by Tenant. Nothing contained in this Section 29 shall be deemed to relieve Tenant of any duty, obligation or liability of Tenant imposed on Tenant by the Lease or by reason of Legal Requirements with respect to making any repair, replacement or improvement or complying with any Law.

30. Access; Child Welfare; Landlord License Use.

(a) Access to Premises. Tenant shall permit Landlord and its authorized representatives to enter the Premises at all reasonable times (upon not less than two (2) business days' prior notice, except in the event of an emergency, in which case no prior notice is required prior to entry) for the purposes of (i) serving or posting or keeping posted thereon notices required by Law, (ii) conducting periodic inspections, (iii) performing any work or other activities thereon required or permitted to be performed by Landlord pursuant to this Lease (it being agreed that if Landlord elects to maintain and repair the Premises in accordance with Section 13(a), Landlord shall not be subject to the prior notice requirement set forth herein but shall endeavor to give reasonable prior notice to Tenant),

(iv) showing the Premises to prospective purchasers or lenders, and (v) during the last one hundred eighty (180) days of the Term, showing the Premises to prospective tenants. Landlord shall use commercially reasonable efforts to minimize any interference with Tenant's operations at the Premises, shall comply with applicable Laws and with Tenant's reasonable rules or requirements for safety and security, including rules to preserve confidentiality and rules concerning the security and safety of children. Landlord shall be accompanied by a representative of Tenant whenever Landlord enters the Premises.

(b) Emergency Access. Tenant acknowledges that, in the event of an emergency, EPA, its agents, and invitees shall have the nonexclusive right to access the Premises from the EPA Premises for purposes of emergency egress from the EPA Premises. Tenant hereby consents to the foregoing and agrees to cooperate in good faith with Landlord and EPA in connection with matters pertaining to emergency egress by EPA.

(c) Child Welfare and Protection. Landlord considers the safety and welfare of children to be of paramount importance, which is acknowledged by Tenant. Tenant understands and acknowledges that, in accordance with Section 30(b) of this Lease and Paragraph 6 of the Work Letter, and as reflected on the Space Plan: (i) Tenant will have the ability and, from time to time, the right to access the EPA Premises, and (ii) EPA will have the ability and, from time to time, the right to access the Premises. In view of the foregoing, Tenant hereby agrees as follows:

(i) Tenant shall ensure that its employees and agents ("**Tenant Personnel**"), licensees, and invitees, (i) access the EPA Premises only as expressly permitted pursuant to this Lease and (ii) avoid interaction with (x) students of EPA and (y) any other minors present at the EPA Premises by reason of and/or in connection with EPA's operation (collectively, "**EPA Children**").

(ii) Landlord may instruct Tenant to remove persons from the Premises, the EPA Premises, or other portions of the Project who, in Landlord's sole and absolute discretion, represent or may represent a risk to the safety or welfare of any EPA Children or other minors at the Project. In the event Tenant receives such instruction, Tenant shall remove the person or persons in accordance with Landlord's instructions.

(iii) Tenant is responsible for screening all Tenant Personnel, including background/criminal history checks, and for providing appropriate training to its employees and agents in respect of child welfare and protection matters. Without limiting the foregoing, Tenant shall conduct, at its expense, a thorough background/criminal history check, including a criminal records check in accordance with Ohio Revised Code section 3319.39, for all Tenant Personnel; copies of the reports created as a result of the criminal records check by the BCII/FBI shall be provided to Landlord immediately upon request. No Tenant Personnel shall be permitted on the Property without first having completed the BCII/FBI background check which shows no disqualifiable offenses as set forth in Ohio Revised Code section 3319.39(B).

(iv) Tenant shall not, and shall not permit any Tenant Personnel, to videotape, photograph, or record any EPA Children or any employees, agents, volunteers, or visitors of EPA.

(v) Any use by Tenant or any Tenant Personnel of the Internet or digital devices shall be strictly limited to business purposes only.

Landlord agrees that EPA shall be bound by terms and conditions comparable to those set forth in this Section 30(c), *mutatis mutandis*, in respect of EPA's access to the Premises.

(d) Landlord License Use. Notwithstanding anything in this Lease to the contrary, Landlord, at no cost other than those costs and expenses to be paid as described in this Section 30(b) or otherwise in this Lease, shall be permitted, from time to time to use the Landlord License Space (defined hereinafter) and to license the same for use by third parties ("**Landlord Licensees**" and, any such use, a "**Landlord License Use**"). As used herein, "**Landlord License Space**" means any of the following rooms, spaces, or areas to the extent part of the Premises, whether located within the Building or outside of it: gymnasias, auditoria, multipurpose rooms, cafeterias, kitchens, rooftops, sports fields, parking lots, and other outdoor space.

(i) Landlord and any Landlord Licensee, as applicable, shall maintain liability insurance with coverages and limits reasonably acceptable to Landlord in connection with any Common Uses. Such insurance shall name Tenant as an additional insured.

(ii) Landlord and Tenant shall work together and cooperate in good faith in developing schedules for use of the Landlord License Space. The scheduling of Common Uses shall be (x) limited to periods during which Tenant's school is not in session or otherwise operating (e.g., during the evening or on weekends and holidays) and (y) subject to priority for any then-scheduled Tenant events, including, without limitation, school sporting events, drama productions, and other school-related uses. During any scheduled Common Use period, Tenant shall not be permitted to access the applicable Landlord License Space without first obtaining Landlord's written approval.

(iii) Landlord and any Landlord Licensee, as applicable, shall be entitled (x) to install temporary signage (including directional signage), provided the signage complies with applicable Law, and (y) to use any and all fixtures and/or equipment that is a part of or associated with the Landlord License Space (e.g., electronic scoreboards, A/V equipment, etc.).

(iv) At the conclusion of any Common Use, Landlord shall cause the applicable Landlord License Space to be returned to substantially the same condition as existed prior to commencement of the Common Use.

(v) As between Landlord and Tenant, Landlord shall be responsible for all expenses attributable to the Common Use; Landlord shall reimburse Tenant for said expenses to the extent incurred thereby (including, without limitation, any utility costs reasonably allocable the Common Use). Landlord shall be entitled to retain any and all fees paid to Landlord by any Landlord Licensees.

31. Rights On Termination.

(a) Advertisement of the Premises. If Tenant has not exercised the applicable option to extend this Lease, then Landlord or its agent shall thereafter have the right to enter the Premises in accordance with Section 30, to place upon the Premises during the period commencing one hundred eighty (180) days prior to the expiration of the Term "for sale" or "for rent" notices or signs of such number and in such locations mutually acceptable to the parties.

(b) Transfer of Permits, Etc. on Termination. Upon the expiration or earlier termination of this Lease, Tenant shall, at the option of Landlord, transfer to and relinquish to Landlord or Landlord's nominee, if and to the extent assignable, and reasonably cooperate with Landlord or

Landlord's nominee in connection with the processing by Landlord of such nominee of all assignable licenses, operating permits, other governmental authorizations and service contracts, in each instance relating to the Premises only, which may be necessary or appropriate for the operation by Landlord or such nominee of the Premises; provided, however, that all costs and expenses of transferring assignable licenses, permits, governmental authorizations and service contracts and the processing of applications therefor shall be paid by Landlord or Landlord's nominee. Notices. All notices, consents, requests, approvals, and authorizations (collectively, "**Notices**") required or permitted hereunder shall only be effective if in writing. All Notices shall be sent (a) by registered or certified mail (return receipt requested), postage prepaid, or (b) by Federal Express, U.S. Post Office Express Mail, Airborne or similar nationally recognized overnight courier which maintains records of delivery, and addressed as set forth in Section 1(g) hereof or at such other address, and to the attention of such other person, as the parties shall give Notice as herein provided. A Notice shall be deemed to be duly received upon receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given shall be deemed to be receipt of the Notice as of the date of such rejection, refusal, or inability to deliver.

33. Waiver of Performance and Disputes. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term or condition, nor shall any delay or omission by either party to seek a remedy for any breach of this Lease or to exercise a right accruing to such party by reason of such breach be deemed a waiver by such party of its remedies or rights with respect to such breach. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any similar act.

34. No Oral Modifications. The terms, covenants and conditions hereof may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of the change, modification or discharge is sought, or by such party's agent.

35. Brokers. Landlord represents and warrants to Tenant that it has not incurred or caused to be incurred any liability for real estate brokerage commissions or finder's fees in connection with the execution or consummation of this Lease for which Tenant may be liable. Tenant represents and warrants to Landlord that it has not incurred or caused to be incurred any liability for real estate brokerage commissions or finder's fees in connection with the execution or consummation of this Lease for which Landlord may be liable. Each of the parties agrees to indemnify and hold the other harmless from and against any and all claims, liabilities, or expense (including reasonable attorneys' fees) in connection with any breach of the foregoing representations and warranties. Tenant has not incurred or caused to be included any liability for real estate brokerage commissions or finders or consultant fees in connection with this Lease.

36. Financial Information. From and after such time (if any) as the Management Agreement shall not be in full force and effect, Tenant hereby covenants and agrees as follows:

(a) Tenant's Financial Reporting. Tenant shall furnish Landlord with: (i) within one hundred twenty (120) days after the end of each fiscal year of Tenant (provided that Tenant may reasonably extend such one hundred twenty (120)-day period on written notice to Landlord), Tenant's annual report and Tenant's most recently filed Form 990, and (ii) within thirty (30) days of final release thereof, each annual state audit of Tenant.

(b) Landlord's Right to Audit. Landlord, and its duly authorized representatives, shall have the right, upon reasonable advance notice to Tenant, to audit, examine and make excerpts or transcripts of or from records of such Tenant, and to make audits of all books and records of income and

expenses and other financial information relating to such Tenant to verify the Qualified Funding of Tenant. If the audit discloses that the Qualified Funding reported to Landlord was overstated by more than two percent (2%), then Tenant shall pay to Landlord the cost of such audit.

37. Force Majeure. If either party shall be delayed or hindered in or prevented from the performance of any act required under this Lease by reason of strikes, lockouts, labor troubles, inability to procure materials, epidemic or pandemic, failure of power, restrictive Laws (except as otherwise specifically provided herein), riots, insurrection, terrorist acts, war or other reason beyond the reasonable control of and not the fault of the party delayed in performing the work or doing the acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not (i) operate to excuse Tenant from payment of Rent or any other payment required by Tenant under the terms of this Lease, or (ii) be applicable to delays resulting from the inability of a party to obtain financing.

38. Governing Law. Landlord and Tenant agree that the State has a substantial relationship to the parties and to the underlying transactions embodied in this Lease, and in all respects (including, without limiting the generality of the foregoing, matters of construction, validity and performance) this Lease and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State applicable to contracts made and performed therein and all applicable laws of the United States of America. To the fullest extent permitted by Law, Landlord and Tenant hereby unconditionally and irrevocably waive any claim to assert that the Law of any other jurisdiction governs this Lease. Jurisdiction and venue shall lie in the courts with jurisdiction over the county in which the Premises is located.

THIS LEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE INTERNAL LAWS OF THE STATE, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAW. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS LEASE SHALL BE BROUGHT IN THE COURTS OF THE STATE, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, LANDLORD AND TENANT EACH HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. VENUE SHALL LIE IN THE COURTS LOCATED IN THE COUNTY WHERE THE PREMISES IS LOCATED. LANDLORD AND TENANT EACH HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION, AND AGREES NOT TO PLEAD OR CLAIM, IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS LEASE BROUGHT IN ANY OF THE AFORESAID COURTS, THAT ANY SUCH COURT LACKS JURISDICTION OVER LANDLORD OR TENANT, AS THE CASE MAY BE. LANDLORD AND TENANT EACH HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE BROUGHT IN THE COURTS REFERRED TO ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

39. Estoppel. Landlord and Tenant each confirm and agree that (a) it has read and understood all of the provisions of this Lease; (b) it has negotiated with the other party at arm's length with equal bargaining power; and (c) it has been advised by competent legal counsel of its own choosing.

40. Limitation on Landlord's Liability. Notwithstanding anything to the contrary in this Lease, Tenant will look solely to the interest of Landlord (or its successor as Landlord hereunder) in the Premises for the satisfaction of any judgment or other judicial process requiring the payment of money as a result of (i) any negligence (including gross negligence) relating to the Premises or this Lease or (ii) any breach of this Lease by Landlord or its successor (including any beneficial owners, partners, shareholders, trustees or others affiliated or related to Landlord or such successor) and Landlord shall have no personal liability hereunder of any kind.

41. Waiver of Trial by Jury. TENANT AND LANDLORD HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN ANY MATTERS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE AND OCCUPANCY OF THE PREMISES, AND ANY CLAIM OF INJURY OR DAMAGE.

42. Interest on Past Due Obligations. Except where another rate of interest is specifically provided for in this Lease, any amount due from either party to the other under this Lease which is not paid within forty-five (45) days of when due shall bear interest at the Default Rate from the date such payment was due to and including the date of payment. Tenant acknowledges that the late payment of any installment of Base Rent or any other amounts due Landlord will cause Landlord to incur certain costs and expenses, the exact amount of which are extremely difficult or impractical to fix. These costs and expenses may include, without limitation, administrative and collection costs and processing and accounting expenses. Landlord and Tenant agree that the Default Rate represents a reasonable estimate of the costs and expenses Landlord will incur and is fair compensation to Landlord for its loss suffered by reason of late payment by Tenant. Upon accrual, all Default Rate interest shall be deemed Rent.

43. No Leasehold Mortgages. Tenant shall have no right to mortgage or pledge its interest in this Lease in whole or in part with respect to the Premises.

44. Integration. The parties hereto agree that (i) this is a fully integrated Lease, and a single coterminous and unitary agreement; (ii) that this Lease contains economically interdependent terms, and (iii) that the parties do not intend any provisions contained herein to be severable, divisible, or apportionable, except as expressly provided herein.

45. No Individual Liability. All covenants, stipulations, promises, agreements and obligations of Tenant or Landlord, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of Tenant or Landlord, as the case may be, and not of any member, manager, director, officer, employee, servant or other agent of Tenant or Landlord in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation (including, without limitation, any obligations relating to payment of funds, rent, or interest, if any), or for any claim based thereon or hereunder, against any member, manager, director, officer, employee, servant or other agent of Tenant or Landlord or any natural person executing this Lease or any related documents or instruments.

46. Lease Binding on Successors and Assigns, Etc. Except as herein otherwise expressly provided, all covenants, agreements, provisions, and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, devisees, executors, administrators, successors in interest and assigns as well as grantees of Landlord, and shall be deemed to run with the land. Without limiting the generality of the foregoing, all rights of Tenant under this Lease may be granted by Tenant to any sublessee of Tenant, subject to the terms of this Lease.

47. Recording. Upon request of Landlord or Tenant, the parties hereto shall promptly execute and deliver a memorandum of this Lease for recording purposes in recordable form. If Tenant elects to record such memorandum, Landlord shall promptly cause the same to be recorded, at Tenant's expense in the public records where the Premises is located. Neither party shall record this Lease without the consent of the other party.

48. Joint Preparation. This Lease (and all exhibits thereto) is deemed to have been jointly prepared by the parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

49. Counterparts. This Lease may be executed at different times and in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Lease by a pdf sent by e-mail shall be as effective as delivery of a manually executed counterpart of this Lease. In proving this Lease, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

50. No Third-Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person, other than the parties to this Lease and their respective successors and permitted assigns, any rights, or remedies under or by reason of this Lease.

51. Captions. Captions throughout this instrument are for convenience and reference only and the words contained therein shall in no way be deemed to explain, modify, amplify, or aid in the interpretation or construction of the provisions of this Lease.

52. Integration. This Lease contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, commitments, arrangements, negotiations, or understandings, whether oral or written, of the parties with respect thereto.

[Signatures on the following page.]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed as of the day and year first above written.

LANDLORD:

GSP HAMILTON ROAD LLC,
a Delaware limited liability company

By: Maria Szalay
Name: Maria Szalay
Title: Chief Operating Officer

COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me this 5th day of April 2024, by Maria Szalay, Chief Operating Officer of GSP Hamilton Road LLC, a Delaware limited liability company, on behalf thereof.

In witness whereof, I have hereunto set my hand and official seal.

(seal)



Edw. B. Dix
(signature)

My commission expires: 11/30/2027

[signatures continue on the following page]

TENANT:

COLUMBUS ARTS AND TECHNOLOGY
ACADEMY, INC.,
an Ohio nonprofit corporation

Damian Giammarco

By: _____
Name: Damian Giammarco
Title: Board President

STATE OF MICHIGAN

COUNTY OF INGHAM

The foregoing instrument was acknowledged before me this 3rd day of
April 2024, by Damian Giammarco, Board President of Columbus Arts and Technology
Academy, Inc., an Ohio nonprofit corporation, on behalf thereof.

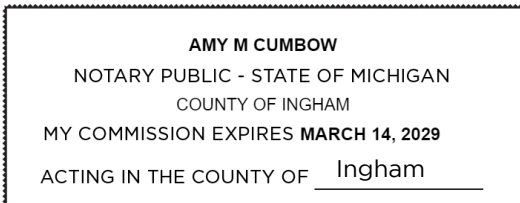
In witness whereof, I have hereunto set my hand and official seal.

(seal)

Damian Giammarco

(signature)

My commission expires: 03/14/2029



[end of signatures]

Notarized remotely online using communication technology via Proof.

EXHIBIT A-1
SPACE PLAN

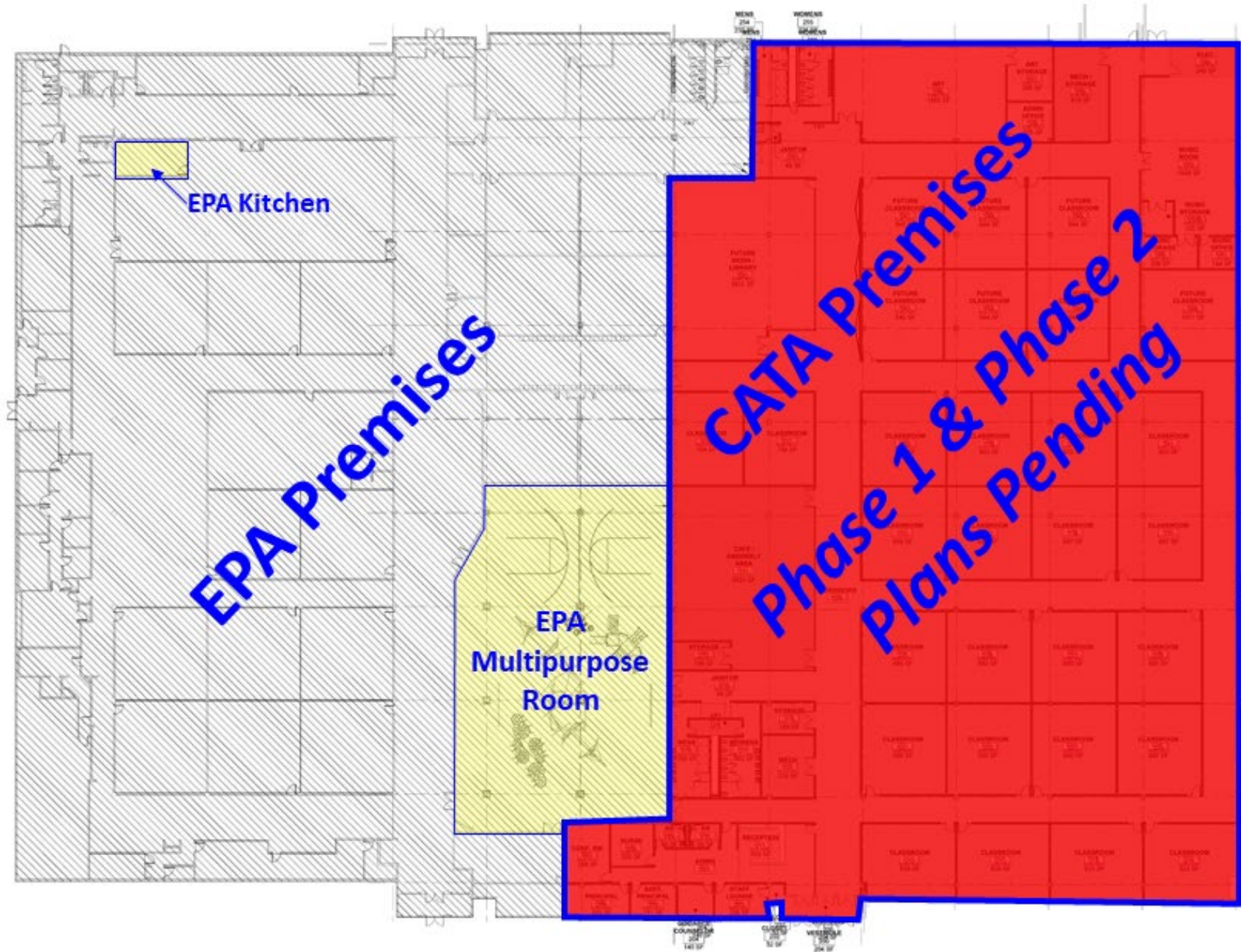


EXHIBIT A-2
LEGAL DESCRIPTION OF THE PROJECT

Situate in the State of Ohio, County of Franklin, City of Columbus, lying in Section 28, Township 12, Range 12, Refugee Lands and being part of a 39.017 acre tract conveyed to EM Columbus, LLC, by deed of record in Instrument Number 200401080005999 and 200401080006004, all records herein of the Recorder's Office, Franklin County, Ohio, said 12.601 acre tract being more particularly described as follows:

BEGINNING at iron pin found at southwest corner of said original 39.671 acre tract in the northerly right-of-way line of Refugee Road being a common corner to an original 16.772 acre tract conveyed to Sears, Roebuck, and Co. by deed of record in Deed Book 2485, Page 481, and also to a 0.66 acre tract (Parcel 152 E-WD), and a 1.26 acre tract (Parcel 152 DWD) conveyed to the State of Ohio by deeds of record in Deed Book 3039, Page 102, and Deed Book 3095, Page 345;

Thence North 46° 52' 45" East, a distance of 541.45 feet, along the line common to said 39.017 acre tract and said original 16.72 acre tract, to a cotton gin spike set at the POINT OF TRUE BEGINNING;

Thence North 46° 52' 45" East, a distance of 192.02 feet, continuing along the line common to said 39.017 acre tract and said original 16.772 acre tract, to a cotton gin spike set;

Thence the following eleven (11) courses and distances over and across said 39.017 acre tract:

1. Along a curve to the left, having a central angle of 44° 10' 34", a radius of 100.00 feet, an arc length of 77.10 feet, a chord which bears North 68° 58' 02" East, a chord distance of 75.21 feet, to a cotton gin spike set;
2. North 46° 52' 45" East, a distance of 88.26 feet, to a cotton gin spike set;
3. Along a curve to the right, having a central angle of 45° 00' 00", a radius of 100.00 feet, an arc length of 78.54 feet, a chord which bears North 69° 22' 45" East, a chord distance of 76.54 feet, to a cotton gin spike set;
4. South 88° 07' 15" East, a distance of 30.00 feet, to a cotton gin spike set;
5. North 46° 52' 45" East, a distance of 26.36 feet, to a cotton gin spike set;
6. North 43° 07' 15" West, a distance of 115.17 feet, to a cotton gin spike set;
7. North 46° 52' 45" East, a distance of 45.00 feet, to a cotton gin spike set;
8. North 43° 07' 15" West, a distance of 18.17 feet, to a cotton gin spike set;
9. North 46° 52' 45" East, a distance of 287.00 feet, to a cotton gin spike set;
10. South 43° 07' 15" East, a distance of 4.83 feet, to a cotton gin spike set;
11. North 46° 52' 45" East, a distance of 276.51 feet, to a cotton gin spike set in the line common to said 39.017 acre tract and a 17.03 acre tract conveyed to Lazarus Real Estate II, Inc. by deed of record in Official Record 12166 D-16;

Thence, the following two (2) courses and distances along the lines common to said 39.017 acre tract and said 17.03 acre tract:

1. South 43° 07' 15" East, a distance of 128.72 feet, to a cotton gin spike found;
2. North 46° 52' 45" East, a distance of 434.51 feet, to a point referenced by a 3/4 inch iron pin found at a

distance of 0.25 feet east, at the common corner of said 39.017 acre tract, said 17.03 acre tract, a 0.955 acre tract (Parcel No. 5WD) conveyed to the State of Ohio by a deed of record in Deed Book 3030, Page 37 and 0.660 acre tract (Parcel 6WD) conveyed to the State of Ohio by deed of record in Deed Book 3095, Page 343;

Thence South 04° 20' 40" West, a distance of 277.99 feet, along the line common to said 39.017 acre tract and said 0.660 acre tract, to an iron pin set;

Thence the following four (4) courses and distances over and across said 39.017 acre tract:

1. North 83° 54' 20" West, a distance of 92.04 feet, to a cotton gin spike set;
2. South 04° 20' 40" West, a distance of 157.23 feet, to a cotton gin spike set;
3. Along a curve to the left, having a central angle of 34° 00' 09", a radius of 200.00 feet, an arch length of 118.69 feet, a chord which bears South 12° 39' 25" East, a chord distance of 116.96 feet, to a cotton gin spike set;
4. South 85° 39' 20" East, a distance of 57.80 feet, to an iron pin set in the line common to said 39.017 acre tract and a 0.62 acre tract (Parcel 152 DWD-1) conveyed to the State of Ohio by deed of record in Deed Book 3095, Page 345;

Thence South 04° 20' 40" West, a distance of 195.34 feet, along the line common to said 39.017 acre tract and said 0.62 acre tract, to a point referenced by a 3/4 inch iron pin found at a distance of 0.23 feet east, at the common corner of said 39.017 acre tract and said 0.62 acre tract and in the northwesterly right-of-way line of Interstate 270;

Thence South 46° 52' 45" west, a distance of 606.76 feet, along the line common to said 39.017 acre tract and the northwesterly right-of-way of said Interstate 270 to an iron pin set;

Thence the following three (3) courses and distances over and across said 39.017 acre tract:

1. North 43° 07' 15" West, a distance of 426.00 feet, to a cotton gin spike set;
2. South 46° 52' 45" West, a distance of 359.52 feet, to a cotton gin spike set;
3. North 43° 07' 15" West, a distance of 152.99 feet, to the POINT OF TRUE BEGINNING, containing 12.601 acres, more or less. Being subject to all easements, restricts and rights-of-way of record.

The bearings shown herein are based on the bearing of North 85° 37' 49" West for the northerly right-of-way line of Refugee Road (Right-of-way established using ODOT plans FRA-270-15.95 and FRA-270-18.155), as determined from GSP network of field observations performed in November, 2003, (Ohio State Plane Coordinate System, South Zone, 1986 adjustment).

All iron pin set are 3/4 inch iron pipes, 30 inches in length, with a yellow cap baring the name "R.D.ZANDE".

EXHIBIT B
BASE RENT (SCHEDULED)

As used in this Lease, “**Base Rent**” means the base rent payable by Tenant for a given Lease Year determined in accordance with the following:

- (1) Commencing on the Rent Commencement Date, Base Rent shall equal Initial Base Rent;
- (2) Commencing on the Multipurpose Room Rent Commencement Date (as defined in the Work Letter), Base Rent shall increase such that it equals the sum of (i) Initial Base Rent and (ii) Multipurpose Room Rent; and
- (3) Commencing on the Gymnasium Rent Commencement Date (as defined in the Work Letter), Base Rent shall increase such that it equals the sum of (i) Initial Base Rent, (ii) Multipurpose Room Rent, and (iii) Gymnasium Rent.

“**Initial Base Rent**,” “**Multipurpose Room Rent**,” and “**Gymnasium Rent**” mean the component of Base Rent reflected in the table.

Lease Year	Initial Base Rent <i>payable commencing on the Rent Commencement Date (defined in Section 1(f) of the Lease)</i>		Multipurpose Room Rent <i>payable commencing on the Multipurpose Room Rent Commencement Date (defined in Paragraph 5.b of the Work Letter)</i>		Gymnasium Rent <i>payable commencing on the Gymnasium Rent Commencement Date (defined in Paragraph 5.b of the Work Letter)</i>	
	<i>Annual</i>	<i>Monthly</i>	<i>Annual</i>	<i>Monthly</i>	<i>Annual</i>	<i>Monthly</i>
1	700,000.00	58,333.33	50,000.00	4,166.67	75,000.00	6,250.00
2	700,000.00	58,333.33	50,000.00	4,166.67	75,000.00	6,250.00
3	700,000.00	58,333.33	50,000.00	4,166.67	75,000.00	6,250.00
4	700,000.00	58,333.33	50,000.00	4,166.67	75,000.00	6,250.00
5	700,000.00	58,333.33	50,000.00	4,166.67	75,000.00	6,250.00
First Extension Term						
6	714,000.00	59,500.00	51,000.00	4,250.00	76,500.00	6,375.00
7	728,280.00	60,690.00	52,020.00	4,335.00	78,030.00	6,502.50
8	742,845.60	61,903.80	53,060.40	4,421.70	79,590.60	6,632.55
9	757,702.51	63,141.88	54,121.61	4,510.13	81,182.41	6,765.20
10	772,856.56	64,404.71	55,204.04	4,600.34	82,806.06	6,900.51
Second Extension Term						
11	788,313.69	65,692.81	56,308.12	4,692.34	84,462.18	7,038.52
12	804,079.97	67,006.66	57,434.28	4,786.19	86,151.43	7,179.29
13	820,161.57	68,346.80	58,582.97	4,881.91	87,874.45	7,322.87
14	836,564.80	69,713.73	59,754.63	4,979.55	89,631.94	7,469.33
15	853,296.09	71,108.01	60,949.72	5,079.14	91,424.58	7,618.72

EXHIBIT C DEFINITIONS

“ADA” means the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 et seq.

“Additional Rent” has the meaning set forth in 6(f).

“Adjacent Owner” has the meaning set forth in Paragraph 5.b of the Work Letter.

“Adjusted Base Rent” has the meaning set forth in Exhibit B.

“Affiliate” means as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, that person or entity.

“Annual Statement” has the meaning set forth in Section 6(g)(ii).

“Base Rent” has the meaning set forth in Exhibit B.

“CATA Multipurpose Room” has the meaning set forth in Paragraph 5.b of the Work Letter.

“Charter” has the meaning set forth in Section 1(a).

“Charter” has the meaning set forth in Section 22.

“Code” means the Internal Revenue Code of 1986, as the same may be amended or supplemented, and the rules and regulations promulgated thereunder.

“Commencement Date” has the meaning set forth in Section 1(d).

“Common Area” means the following, in each case to the extent not leased exclusively to another Building occupant: (i) interior space, including, without limitation, entrances, lobbies, hallways, mechanical areas, stairwells, elevators and elevator shafts; (ii) Building and Building system components, including, without limitation, common pipes, conduits, wires, cabling, equipment serving the Premises, and structural elements of the Building, and (iii) exterior components of the Project, including, without limitation, landscaping, sidewalks, walkways, driveways, curbs, parking lots (including striping), roadways within the Project, sprinkler systems, lighting, and surface water drainage systems.

“Community School” means a community school created pursuant to Community School Law.

“Community School Law” means all applicable Laws concerning Community Schools, including, without limitation, Ohio Revised Code Chapter 3314 and applicable administrative rules promulgated thereunder.

“Community School Exemption” has the meaning set forth in Section 18(c).

“Default Rate” means 6% per annum but shall not exceed the maximum rate allowed by Law.

“Delivery Date” has the meaning set forth in Paragraph 2.b of the Work Letter.

“Effective Date” is defined in the Preamble of this Lease.

“EPA” means Eastland Preparatory Academy, an Ohio nonprofit corporation and Community School, or, where context requires, any other Community School occupant or tenant at the Project that hereafter occupies a portion of the Building outside the Premises.

“EPA Children” has the meaning set forth in Section 30(c)(i).

“EPA Kitchen” means the space designated “EPA Kitchen” depicted on the Space Plan.

“EPA Multipurpose Room” means the approximately 8,376 square foot multipurpose room facility designated “EPA Multipurpose Room” depicted on the Space Plan.

“EPA Premises” means the space designated “EPA Premises” depicted on the Space Plan.

“Estimated Additional Rent Statement” has the meaning set forth in Section 6(g)(i).

“Estimated Monthly Additional Rent” has the meaning set forth in Section 6(g)(i).

“Event of Default” has the meaning set forth in Section 27.

“Expiration Date” has the meaning set forth in Section 1(d).

“Extension Term” has the meaning set forth in Section 1(e).

“FF&E” means, with respect to the Premises, (i) all equipment, machinery, fixtures and other items of property owned by Landlord and now or hereafter permanently affixed to or incorporated into the Premises, including, without limitation, all furnaces, boilers, heaters, electrical equipment, heating, plumbing, lighting, ventilating, refrigerating, incineration, air and water pollution control, waste disposal, air-cooling and air-conditioning systems and apparatus, sprinkler systems and fire and theft protection equipment, together with all replacements, modifications, alterations and addition thereto; all of which to the maximum extent permitted by Law, are hereby deemed to constitute real estate, and (ii) all trade fixtures, furniture, furnishings and equipment owned by Landlord and provided to Tenant and included as part of the Premises, including, but not limited to classroom and school furniture, security cameras and equipment, and phones and phone wiring.

“GAAP” means generally accepted accounting principles as applied to governmental units, consistently applied, as in affect from time to time.

“Governmental Authorities” means all federal, state, county, municipal and local departments, commissions, boards, bureaus, agencies, and offices thereof, having jurisdiction over all or any part of the Project or the use thereof.

“Gymnasium” has the meaning set forth in Paragraph 5.b of the Work Letter.

“Gymnasium Rent” has the meaning set forth in Exhibit B.

“Gymnasium Rent Commencement Date” has the meaning set forth in Paragraph 5.c of the Work Letter.

“Hazardous Substance” has the meaning set forth in Section 12(d).

“Initial Term” has the meaning set forth in Section 1(d).

“Initial Base Rent” has the meaning set forth in Exhibit B.

“Landlord Licensees” has the meaning set forth in Section 30(b).

“Landlord License Space” has the meaning set forth in Section 30(b).

“Landlord License Use” has the meaning set forth in Section 30(b).

“Landlord Party” means each of Landlord and its Affiliates and their respective directors, officers, employees, managers, members, partners, agents, trustees, administrators, advisors, accountants, attorneys, and representatives, it being agreed that Manager shall constitute a Landlord Party (and not a Tenant Party) so long as Manager is an Affiliate of Landlord.

“Landlord” is defined in the introductory paragraph of this Lease.

“Laws” means all present and future requirements, administrative and judicial orders, Laws, statutes, ordinances, rules and regulations of any Governmental Authorities, including, but not limited to the ADA.

“Lease Year” means a period of twelve (12) full calendar months, commencing on July 1 and ending on June 30, except for the first Lease Year, which shall be a period of eleven (11) months commencing on the Commencement Date and ending on June 30, 2025.

“Lease” is defined in the introductory paragraph of this Lease.

“Legal Requirements” means the requirements of all present and future Laws, including, but not limited to, all permit and licensing requirements and all covenants, easements, restrictions, and conditions, now or hereafter of record which may be applicable to Tenant or the Premises, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, expansion, repair, or restoration of the Premises.

“Losses” means mean any losses, costs, expenses (including court costs, reasonable fees and expenses of attorneys, technical experts and expert witnesses and the cost of investigation), liabilities, damages, demands, suits, claims, and sanctions of every kind and character (including civil fines).

“Management Agreement” means that certain Management Agreement, by and between Tenant and Manager, currently in place, which provides Manager’s performance of certain management services in connection with operation of the Community School, as the same is amended, restated, or replaced, including without limitation, any agreement that provides for a performance of similar services by any third party.

“Manager” means the Initial Manager described in Section 1(j), together with its successors and assigns, and such other management company or provider of comparable services pursuant to any Management Agreement.

“Material Adverse Effect” means with respect to any event or occurrence of whatever nature (including any adverse determination in any litigation, arbitration or governmental investigation or proceeding by a Governmental Authority), a materially adverse effect on the business, operations, revenues, financial condition, or property of Tenant or on the ability of Tenant to perform its obligations under this Lease, or its Charter.

“Material Condemnation” has the meaning set forth in Section 16(a).

“Mortgage” means any mortgage or deed of trust or other instrument in the nature thereof evidencing a security interest in the Premises or any part thereof.

“Mortgagee” means the holder of a Mortgage.

“Multipurpose Room Rent” has the meaning set forth in Exhibit B.

“Multipurpose Room Rent Commencement Date” has the meaning set forth in Paragraph 5.c of the Work Letter.

“Nonstructural” means elements of the Facility not included in the definition of “Structural” and which do not affect the Facility’s structure or involve any material building system.

“Notices” has the meaning set forth in Section 32.

“Person” means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, Governmental Authority, or any other entity of any kind.

“Phase 1” and **“Phase 1 Premises”** have the meanings set forth in Paragraph 2.a of the Work Letter.

“Phase 2” and **“Phase 2 Premises”** have the meanings set forth in Paragraph 2.a of the Work Letter.

“Preexisting Hazardous Substances” has the meaning set forth in Section 12(c)

“Premises” has the meaning set forth in Section 1(b).

“Pro Rata Share” has the meaning set forth in Section 1(g).

“Prohibition” has the meaning set forth in Section 8(c).

“Project” has the meaning set forth in Section 1(c).

“Project Work” has the meaning set forth in Paragraph 5.b of the Work Letter.

“Property Insurance” has the meaning set forth in Section 15(d).

“Punch List” has the meanings set forth in Paragraph 4 of the Work Letter.

“Rent” has the meaning set forth in Section 6(f).

“Rent Commencement Date” has the meaning set forth in Section 1(f).

“Required Changes” has the meaning set forth in Section 8(d).

“Required Costs” has the meaning set forth in Section 8(d).

“Restrictive Agreements” means those certain reciprocal easement agreements, operating agreements, development agreements, easement agreements and/or other similar agreements and instruments that govern and regulate the development of the Premises.

“School” means: (i) the Community School operated by Tenant, or (ii) an elementary or secondary school which is approved in writing by Landlord, in its sole discretion, and which receives ninety percent (90%) or more of its funding from public funds and provides free education for children within a defined community or district.

“Space Plan” has the meaning set forth in Section 1(b).

“Sponsor” has the meaning set forth in Section 22.

“State” means the State of Ohio.

“State Code” means the Ohio Revised Code, as amended.

“Structural” means elements of the roof and roof supports, foundation, and outside walls of the Facility and material building systems.

“Taxes” means all ad valorem taxes and assessments and governmental charges (including sewer charges), general or special, ordinary or extraordinary, foreseen or unforeseen, of any kind or nature whatsoever, whether imposed by any Governmental Authorities, which are levied on or charged against the Premises, the Building, Tenant’s Property, the Project, personal property or rents, or on the right or privilege of leasing real estate or collecting rents thereon, including any sales or use tax on rents, and any other taxes and assessments attributable to the Premises or its operation or any tax or assessment or governmental charge imposed or collected in lieu of or in substitution for any such tax, assessment or governmental charge, including without limitation all special assessments, impact fees, development fees, traffic generation fees, parking fees in respect of any Fiscal Tax Year falling wholly within the Term and a portion of any real estate taxes so imposed in respect of any Fiscal Tax Year falling partly within and partly without the Term, equal to the proportion which the number of days of such Fiscal Tax Year falling within the Term bears to the total number of days of such Fiscal Tax Year; excluding, however, any income, franchise, corporate, capital levy, capital stock, excess profits, transfer, revenue, estate, inheritance, gift, devolution or succession tax payable by Landlord or any other tax, assessment, charge or levy upon, or measured, in whole or in part, by the rent payable hereunder by Tenant, except to the extent any such tax, assessment, charge or levy is imposed in substitution for any ad valorem tax or assessment.

“Tenant” is defined in the Preamble of this Lease.

“Tenant Party” means each of Tenant and its Affiliates and their respective directors, officers, employees, managers, members, partners, agents, trustees, administrators, advisors, accountants, attorneys, and representatives, provided, however, that Manager shall not constitute a Tenant Party so long as Manager is an Affiliate of Landlord.

“Tenant Personnel” has the meaning set forth in Section 30(c)(i).

“Term” means the Initial Term, as described in Section 1(d), as the same may be extended in accordance herewith.

“Work Letter” has the meaning set forth in Section 3.

EXHIBIT D WORK LETTER

This WORK LETTER (this “**Work Letter**”) is attached to and made a part of the foregoing Lease Agreement (the “**Lease**”), by and between GSP HAMILTON ROAD LLC, a Delaware limited liability company (“**Landlord**”), and COLUMBUS ARTS AND TECHNOLOGY ACADEMY, INC., an Ohio nonprofit corporation (“**Tenant**”), and sets forth the terms and conditions relating to performance of the Premises Work and the Project Work.

1. **Definitions.** All capitalized terms that are used but not defined in this Work Letter have the meanings given in the Lease.
2. **Landlord’s Premises Work.**
 - a. The facilities, materials, and work to be furnished, installed, and performed in the Premises by Landlord hereunder at Landlord’s sole cost and expense are referred to as the “**Premises Work**,” which shall comprise Landlord’s buildout of the Premises and delivery of the same on a turnkey basis in a manner consistent with the Space Plan. Landlord and Tenant have reviewed and hereby confirm their approval of the Space Plan. As reflected on the Space Plan, Landlord intends to complete the Premises Work in two (2) phases: “**Phase 1**” and “**Phase 2**,” respectively. Phase 1 of the Premises Work shall comprise buildout of the portion of the Premises designated the “**Phase 1 Premises**” on the Space Plan. Landlord shall use its best efforts to cause the Phase 1 Premises to be substantially completed on or around August 31, 2024. Phase 2 of the Premises Work shall comprise buildout of the portion of the Premises designated the “**Phase 2 Premises**” on the Space Plan. If in Landlord’s reasonable judgment, Tenant’s projected enrollment for the 2025-2026 school year will require occupancy of the Phase 2 Premises, Landlord shall use its best efforts to cause the Phase 2 Premises to be substantially completed on or around August 30, 2025.
 - b. Upon such date that Landlord shall deliver possession of Phase 1 Premises or Phase 2 Premises to Tenant (a “**Delivery Date**”), Tenant shall be deemed to have fully inspected and examined the Phase 1 Premises or Phase 2 Premises (as applicable) and shall accept such Phase 1 Premises or Phase 2 Premises in its then existing condition, as-is, where-is, with all faults, subject to the further completion of any Punch List items, as provided under Paragraph 4 below.
 - c. As of any Delivery Date, Landlord will deliver the applicable portion of the Premises to Tenant with all permits for occupancy having been obtained and all inspections successfully completed, in each case, as and to the extent the same are required by any applicable Governmental Authority to be obtained or completed prior to Tenant’s use and occupancy of such portion of the Premises for Tenant’s School, provided, however, that the foregoing shall not impose on Landlord an obligation to obtain permits and/or complete inspections required pursuant to Community School Law. Tenant shall fully cooperate with Landlord in connection with Landlord’s performance of its obligations pursuant to this Paragraph 2.c, including, without limitation, by promptly reviewing and signing and any documents required to be filed in connection with such permits and inspections.
3. **Changes in the Premises Work.** To facilitate Landlord’s timely completion of the Premises Work and in consideration of Landlord’s agreement to deliver the Premises in turnkey condition, Tenant hereby acknowledges and agrees that Landlord shall have full and absolute discretion in making changes to the Space Plan and to any architectural plans, construction documents, or related materials that are hereafter developed in connection with the Premises Work. Notwithstanding the foregoing, Landlord agrees that no change permitted by this Paragraph 3 shall result in a material reduction in the Premises’ rentable area or otherwise materially impair Tenant’s ability to carry out the Permitted Use in the Premises. Tenant agrees that it shall have no right to require any amendment or other

modification to the Space Plan or to any architectural plans, construction documents, or related materials hereafter developed in connection with the Premises Work.

4. **Punch List.** When Landlord has substantially completed the Premises Work (or any applicable portion thereof), Landlord, upon consultation with Tenant or its representative, shall generate a punch list of all defects or incomplete work items, if any, in respect of the Premises Work (the “**Punch List**”). Landlord shall thereafter exercise due diligence in correcting or completing, as applicable, all items on the Punch List that constitute valid defects or incomplete work items as soon as reasonably practicable after substantial completion with a minimum of interference with the operation of Tenant. Any disagreement that may arise between Landlord and Tenant with respect to whether an item on the Punch List constitutes a valid defect or incomplete work item shall be conclusively resolved by the decision of Architect.
5. **Landlord’s Project Work.**
 - a. Tenant acknowledges that by way of the Premises Work, described above, and the Project Work, described below, Landlord intends to develop the Project for use by Tenant’s School, one or more other schools (including EPA), and other users of the facilities contemplated hereunder. In furtherance of the foregoing, Landlord intends, and shall use reasonable diligence, to undertake, the Project Work in the manner contemplated under this Work Agreement and the Lease.
 - b. As used herein, “**Project Work**” means Landlord’s (i) furnishing Tenant access to a multipurpose room or facility (the “**CATA Multipurpose Room**”), which shall be reasonably comparable in size and utility to the EPA Multipurpose Room, for use by Tenant in connection with its carrying out the Permitted Use at the Premises, and (ii) construction of a gymnasium facility (the “**Gymnasium**”) at the Project for use by Tenant in common with other tenants and permitted users of the Project. Landlord shall use its diligent efforts to keep Tenant informed as to the status of the Project Work. Parties acknowledge that, as of the date of this Lease, Landlord is negotiating with a third-party owner of adjacent real property (the “**Adjacent Owner**”) (i) to acquire existing improvements at the former Eastland Mall and (ii) to eliminate or modify certain recorded covenants and restrictions, which presently prohibit Landlord from constructing improvements in portions of the parking lot presently serving the Building. Plans for the Project Work therefore remain subject to resolution of its negotiations with the Adjacent Owner. If in connection with the Project Work, Landlord acquires improvements not presently constituting part of the Project, Landlord may require amendment of the description of the Project (set forth in Exhibit A-2) and other relevant terms of the Lease.
 - c. As set forth in Exhibit B, Base Rent shall increase effective as of the dates that Landlord substantially completes and makes available to Tenant the CATA Multipurpose Room and the Gymnasium, such dates being referred to herein as the “**Multipurpose Room Rent Commencement Date**” and “**Gymnasium Rent Commencement Date**,” respectively.
6. **Shared Use of EPA Facilities.**
 - a. Tenant acknowledges that Landlord intends to furnish the Premises with a kitchen (the “**CATA Kitchen**”). Landlord may elect to substantially complete the CATA Kitchen after the Phase 1 Delivery Date but before the Phase 2 Delivery Date. During the period beginning on the Commencement Date and ending on the date of substantial completion of the CATA Kitchen, Tenant shall have rights in common with EPA to use the EPA Kitchen. From and after substantial completion of the CATA Kitchen, Tenant’s right to access and use the EPA Kitchen shall cease.
 - b. During the period beginning on the Commencement Date and ending on the Multipurpose Room Rent Commencement Date, Tenant shall have rights in common with EPA to use the

EPA Multipurpose Room. From and after the Multipurpose Room Rent Commencement Date, Tenant's right to access and use the EPA Multipurpose Room shall cease.

- c. For so long as Tenant shall be entitled to use the EPA Kitchen or the EPA Multipurpose Room, Tenant shall cooperate in good faith with EPA to accommodate the use schedules of both Tenant and EPA. Without limiting the extent of the foregoing obligation to act in good faith, Tenant shall work together with EPA to facilitate compliance by Tenant and EPA with Community School Law, as and to the extent the same bears on use of and access to the shared facilities contemplated under this Paragraph 6. Landlord shall cause EPA to be bound by a comparable covenant of good-faith cooperation in respect of its obligations to share use of the EPA Kitchen and EPA Multipurpose Room.