

SUBLEASE AGREEMENT

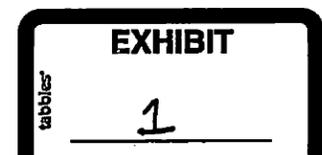
This Sublease Agreement (“**Agreement**”) is made and entered into as of this ____ day of _____, 2017, by and between STRIVE COLLEGIATE ACADEMY, Inc., a Tennessee corporation, for all purposes set forth herein (“**Sublessor**”), and THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a metropolitan government, organized and existing under the laws of the State of Tennessee (“**Sublessee**”):

ARTICLE 1 DEMISE AND DESCRIPTION

1.01 Grant of Sublease. Subject to and upon the terms and conditions set forth in this Agreement, during the Term (as defined in Section 3.01), Sublessor hereby grants a sublease right to Sublessee to use the Subleased Premises (defined below) for general office purposes only and for no other purposes whatsoever. The “**Subleased Premises**” means approximately 21,548 square feet located on the third floor in the building commonly known as Donelson Corporate Centre II, 3055 Lebanon Road, in the City of Nashville, County of Davidson, State of Tennessee, depicted on Exhibit “A”; attached hereto and incorporated herein by reference. Sublessor currently leases the Subleased Premises from Donelson Corporate Centre, L.P., a Tennessee limited partnership (“**Master Landlord**”), pursuant to that certain Office Lease Agreement with Sublessor dated March 26, 2015, as amended by that certain First Amendment to Office Lease Agreement dated June 30, 2017 (as amended, the “**Prime Lease**”). The Prime Lease is attached hereto as Exhibit “A-1” and incorporated herein by reference.

1.02 Condition of the Subleased Premises. Sublessee acknowledges and agrees that it has inspected the Subleased Premises and agrees to accept the Subleased Premises in its present condition, “**AS IS**” and “**WITH ALL FAULTS**”. Without limitation on the foregoing, Sublessor will have no obligation to construct any tenant improvements to the Subleased Premises or make any repairs or modifications to the Subleased Premises. Sublessee acknowledges that the Subleased Premises have not undergone an inspection by a Certified Access Specialist (“**CASp**”).

1.03 Disclaimer of Warranties. SUBLESSEE ACKNOWLEDGES THAT NEITHER SUBLESSOR NOR MASTER LANDLORD HAS MADE OR WILL MAKE ANY WARRANTIES TO SUBLESSEE WITH RESPECT TO THE QUALITY OF TENANT FINISH WITHIN THE SUBLEASED PREMISES OR AS TO THE CONDITION OF THE SUBLEASED PREMISES, EITHER EXPRESS OR IMPLIED, AND THAT SUBLESSOR AND MASTER LANDLORD EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE SUBLEASED PREMISES ARE OR WILL BE SUITABLE FOR SUBLESSEE’S INTENDED PURPOSES. SUBLESSEE’S OBLIGATION TO PAY RENTALS UNDER THIS AGREEMENT IS NOT DEPENDENT UPON THE CONDITION OF THE SUBLEASED PREMISES OR THE PROJECT (NOW OR IN THE FUTURE) OR THE PERFORMANCE BY SUBLESSOR OF ITS OBLIGATIONS OWED TO SUBLESSOR, AND SUBLESSEE WILL CONTINUE TO PAY THE RENTALS UNDER THIS AGREEMENT WITHOUT ABATEMENT,



SETOFF, OR DEDUCTION NOTWITHSTANDING ANY BREACH BY SUBLESSOR OF ITS DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT OR BY MASTER LANDLORD OF ITS DUTIES OR OBLIGATIONS UNDER THE PRIME LEASE, WHETHER EXPRESS OR IMPLIED.

1.04 Defined Terms. Unless otherwise defined in this Agreement, capitalized terms will have the meanings given to such terms in the Prime Lease. Sublessor and Sublessee are sometimes individually referred to as a “Party” and collectively referred to as the “Parties”.

1.05 Master Landlord Approval. Sublessee expressly acknowledges and agrees that this Agreement requires the consent of Master Landlord. Accordingly, the obligations of Sublessor and Sublessee contained herein are subject and contingent upon the approval by Master Landlord of this Agreement, and the execution by Master Landlord of the Consent by Lessor to Sublease, attached hereto as **Exhibit “B”** and incorporated herein by reference (“**Master Landlord Consent**”). Sublessor and Sublessee agree to execute the Master Landlord Consent within two (2) business days of the approval of this Agreement by Master Landlord. In the event that the Master Landlord does not consent to this Agreement within sixty (60) days of the date hereof, Sublessor shall have the right to terminate this Agreement by delivering written notice thereof to Sublessee, and neither party shall have any further rights or obligations hereunder.

1.06 Enforcement of Prime Lease. Sublessor shall use its commercially reasonable efforts to cause Master Landlord to perform its obligations under the Prime Lease. However, Sublessee shall not have any claim against Sublessor by reason of the Master Landlord’s failure or refusal to comply with any provisions of the Master Lease, unless such failure or refusal is a result of Sublessor’s failure to exercise such commercially reasonable efforts.

ARTICLE 2 USE

2.01 Generally. Sublessee will use the Subleased Premises only for general office purposes, and for no other purpose without Sublessor’s and Master Landlord’s prior written consent. Sublessee will not do or permit any act to be done within the Subleased Premises that is unlawful or would be inconsistent with the standards of a first class office project. Upon receipt of notice from Sublessor, Sublessee will cease any act that Sublessor reasonably determines would give rise to a breach of the Prime Lease. Sublessee hereby covenants and agrees to promptly deliver to Sublessor copies of any and all notices or other correspondence received by Sublessee from Sublessor that might affect Sublessor in any manner. If the Prime Lease is terminated for any reason whatsoever, then, notwithstanding any provision to the contrary contained in this Agreement: (i) this Agreement will terminate simultaneously with such termination of the Prime Lease; and (ii) Sublessor will have no liability to Sublessee in connection with such termination, unless Sublessor willingly terminates the Prime Lease and no Sublessee Default then exists.

2.02 Services. Sublessee hereby acknowledges and agrees that Sublessor will have no obligation to provide any services or amenities to Sublessee under this Agreement including, without limitation, beverage services, copier services, document destruction services, first aid, office supplies, etc. Without limiting the foregoing, Sublessor will have no obligation to maintain, repair or replace any portion of the Subleased Premises under any circumstances whatsoever. In addition, Sublessor will in no event be liable to Sublessee for Sublessor's failure to provide services, amenities, and rights nor will any such failure be construed as a breach of this Agreement by Sublessor or an eviction of Sublessee or entitle Sublessee to an abatement of any of the rentals under this Agreement, except and only to the extent that Sublessor receives an abatement applicable to the Subleased Premises under the Prime Lease with respect thereto.

2.03 Telecommunications and Utilities. Sublessee shall provide its own cabling and circuitry for voice and internet connectivity, together with any other equipment required for Sublessee's use of the Subleased Premises, except as otherwise expressly provided herein, and Sublessee shall comply with the provisions of the Prime Lease (including, without limitation, Section 16(c)) with respect to any such cabling and circuitry and other equipment). Sublessee acknowledges that Master Landlord furnishes utility and other services to the Subleased Premises pursuant to Section 8 of the Prime Lease. To the extent Sublessee incurs services in excess of Building Standard Services (as defined below), Sublessee shall be responsible for any excess charges billed by Master Landlord with respect to the Subleased Premises. Without limiting the foregoing, in the event Sublessor is required to pay any bill for services furnished to the Subleased Premises during the Term hereof, Sublessee shall be obligated to reimburse Sublessor for such amounts immediately upon demand.

2.04 Building Security. Sublessor agrees to coordinate with Master Landlord to procure keys for Sublessee to gain entry into the Subleased Premises, at Sublessee's cost and in accordance with Paragraph 9 of the Prime Lease.

2.05 No Privity of Contract with Master Landlord. Sublessee is not a party to and has no rights under the Prime Lease. Accordingly, and without limiting the generality of the foregoing, Sublessee will not have the right to exercise any of Sublessor's options, rights of renewal or options to renew or extend the term, rights of first refusal, or elections permitted or authorized under the Prime Lease, or to institute any action or proceeding against Sublessor for the enforcement of the Prime Lease.

2.06 Maintenance. Sublessee shall, at Sublessee's sole cost and expense, clean, keep and maintain the Subleased Premises in good condition and repair, and in compliance with the Prime Lease.

ARTICLE 3 TERM; SURRENDER OF POSSESSION; ALTERATIONS

3.01 Term. Unless the Prime Lease is terminated sooner pursuant to the terms thereof, the term of this Agreement will commence on the later of (a) August 1, 2018, or (b) the date Master Landlord has executed the Master Landlord Consent (the "**Commencement**

Date”), and expire on April 15, 2019 (“**Term**”). Sublessee shall have no rights as to any extension option(s), right of renewal, right of expansion, right of first refusal, right of substitution, or other similar rights, if any, granted to Sublessor under the Prime Lease. In the event Sublessee holds over after the expiration or earlier termination of this Agreement, Sublessee shall be deemed to be a tenant at sufferance, and otherwise upon the terms, covenants and conditions herein specified. Acceptance by Sublessor of Base Rent after such expiration or earlier termination shall not constitute consent to a holdover hereunder or result in a renewal.

3.02 Surrender of the Subleased Premises. At the termination of this Agreement, by lapse of time or otherwise, Sublessee will (i) deliver up the Subleased Premises to Sublessor in as good condition as existed on the first date of possession by Sublessee, ordinary wear and tear only excepted; and (ii) without expense to Sublessor or Master Landlord, remove or cause to be removed from the Subleased Premises all debris and rubbish, and such items of trade fixtures, furniture, equipment (including, without limitation, the Existing FF&E as defined below), free-standing cabinet work, cabling, wiring, and other articles of personal property owned by Sublessee or installed or placed by Sublessee at its expense in the Subleased Premises, and such similar articles of any other persons claiming under Sublessee, as Sublessor or Master Landlord may, reasonably require to be removed (collectively, “**Sublessee’s Personal Property**”), and Sublessee will repair at its own expense all damage to the Subleased Premises and the Buildings resulting from such removal; and (iii) surrender the Subleased Premises in the condition required under the Prime Lease. If Sublessee fails to remove Sublessee’s Personal Property and repair and restore the affected areas as provided in the immediately preceding sentence at the time of surrender of the Subleased Premises, then (a) all such Sublessee’s Personal Property shall be considered abandoned and shall become the property of Sublessor, and (b) Sublessor may perform such work, and all costs and expenses incurred by Sublessor in so performing such work and all reasonable and documented costs incurred by Sublessor pursuant to the Prime Lease as a result of Sublessee’s breach of its obligations hereunder will be reimbursed by Sublessee to Sublessor within 20 days after Sublessee’s receipt of invoice therefor. Upon termination of this Agreement, Sublessor will have the right to re-enter and resume possession of the Subleased Premises.

3.03 Alterations. Sublessee will not make any improvements, alterations, additions, or changes to the Subleased Premises (collectively, the “**Alterations**”) without the prior written consent of Sublessor and Master Landlord, which will not be unreasonably withheld by the Sublessor and Master Landlord. Sublessee will comply with all reasonable conditions, rules and regulations imposed by Sublessor and Master Landlord in connection with the performance of any Alterations. All Alterations, improvements, fixtures and/or equipment that may be permanently affixed in or about the Subleased Premises, from time to time, will be at the sole cost of Sublessee and will be and become the property of Master Landlord and will remain upon and be surrendered with the Subleased Premises at the end of the Term; provided, however, Sublessor or Master Landlord may, by written notice delivered to Sublessee concurrently with the approval of the final working drawings for any Alterations, identify those Alterations that Sublessor or Master Landlord will require Sublessee to remove at the expiration or earlier termination of this Agreement. Sublessor or Master Landlord may also require Sublessee to remove Alterations that Sublessor or Master

Landlord did not have the opportunity to approve as provided above. If Sublessor or Master Landlord requires Sublessee to remove any such Alterations, Sublessee, at its sole cost and expense, agrees to remove the identified Alterations on or before the expiration or earlier termination of this Agreement and repair any damage to the Subleased Premises caused by such removal. If Sublessee fails to complete such removal and/or to repair any damage caused by the removal of any Alterations, Sublessor or Master Landlord may do so and may charge the cost thereof to Sublessee. The immediately preceding sentence will survive the expiration or earlier termination of this Agreement.

ARTICLE 4 RENT

4.01 Base and Overage Rental. Sublessee hereby agrees to pay to Sublessor, as monthly base rental under this Agreement ("**Base Rental**"), the monthly amount of Forty-One Thousand Three Hundred and 33/100 Dollars (\$41,300.33). Sublessee hereby agrees to pay to Sublessor, as monthly overage rental under this Agreement ("**Overage Rental**"), the monthly amount of Fifty-Eight Thousand Eight Hundred Twenty-Three and 53/100 Dollars (\$58,823.53). Sublessee will pay Base Rental and Overage Rental to Sublessor monthly, in advance, without demand, for each and every month during the Term, and prorated on a daily basis for any partial month. Base Rental and Overage Rental is payable commencing as of the Commencement Date; there is no rent abatement provided pursuant to this Agreement.

4.02 Payment of Rentals. Each monthly installment of Base Rental due to Sublessor under this Agreement will be payable by Sublessee on the Commencement Date and on the first day of each calendar month thereafter occurring during the Term. All payments under this Agreement must be delivered to Sublessor at Sublessor's address set forth in this Agreement or at such other place as Sublessor designates in writing from time to time. If less than all of any calendar month or year occurs during the Term, rents for such month or year will be prorated based on the actual number of days during such month or year occurring within the Term.

ARTICLE 5 QUIET ENJOYMENT

5.01 Covenant of Quiet Enjoyment. Provided Sublessee has performed all of the terms, covenants, agreements, and conditions of this Agreement, including the payment of rental and all other sums due under this Agreement, Sublessee will peaceably and quietly hold and enjoy the Subleased Premises against Sublessor and all persons claiming by, through, or under Sublessor, but not otherwise, for the term described in this Agreement, subject to the provisions and conditions of this Agreement, the Rules and Regulations attached to the Prime Lease as Exhibit F, and such reasonable additional or modified rules and regulations as Sublessor may subsequently make from time to time.

5.02 Limitation. It is understood and agreed that the provisions of Section 5.01 and any and all other covenants of Sublessor contained in this Agreement will be binding upon Sublessor and its successors only with respect to breaches occurring during its

and their respective ownership of the Sublessor's interest under this Agreement. This Agreement is subject to and subordinate to all matters of public record in Davidson County, Tennessee, and all applicable laws.

ARTICLE 6 ASSIGNMENT AND SUBLETTING

6.01 Restriction. Sublessee shall not assign, transfer, mortgage, pledge, hypothecate, or encumber this Agreement or any interest in this Agreement or sublet the Subleased Premises or any part thereof, or permit the use of the Subleased Premises by any party other than Sublessee. Any such assignment or subletting without such consent by Sublessor and Master Landlord (which consent may be withheld in Master Landlord's sole discretion) will be void.

ARTICLE 7 DEFAULT

Each of following shall constitute a "Sublessee Default" under this Agreement: (a) failure of Sublessee to make any payment of Base Rental, Overage Rental or any other payment due hereunder within five (5) days after the date due; (b) Sublessee's shall failure to perform any of the other terms, provisions, covenants or conditions of this Agreement on Sublessee's part to be performed, and such failure is not cured by Sublessee within fifteen (15) days following written notice of such failure by Sublessor to Sublessee; and (c) Sublessee causes an "Event of Default" under Prime Lease.

ARTICLE 8 INCORPORATION OF TERMS OF PRIME LEASE

8.01 Subordination to Prime Lease. This Agreement is subject and subordinate to the Prime Lease. Sublessee shall have no greater rights to the use and occupancy of the Subleased Premises than Sublessor has under the Prime Lease; in particular, Sublessee's Term shall not be greater than Sublessor's lease term under the Prime Lease. Except to the extent that they are inapplicable to, inconsistent with, or modified by, the terms of this Agreement, Sublessee is bound to Sublessor in the same manner as Sublessor is bound to the Master Landlord with respect to all lease provisions, as well as any rules and regulations pursuant to the Prime Lease. Sublessee acknowledges that it has reviewed the Prime Lease and is familiar with the terms and conditions thereof, and shall be subject to the terms thereof as modified by this Agreement.

8.02 Incorporation of Terms. For the purposes of incorporation herein, solely as between the Sublessor and the Sublessee, the terms of the Prime Lease are subject to the following modifications:

(a) In all provisions of the Prime Lease (under the terms thereof and without regard to modifications thereof for purposes of incorporation into this Agreement) requiring

the approval or consent of Master Landlord, Sublessee shall be required to obtain the approval or consent of both Sublessor and Master Landlord.

(b) Sublessor shall have no obligation to restore or rebuild any portion of the Subleased Premises after any destruction or taking by eminent domain.

(c) With respect to work, services, repairs, restoration, insurance, indemnities, representations, warranties or the performance of any other obligation of Master Landlord under the Prime Lease, the sole obligation of Sublessor will be to request the same in writing from the Master Landlord.

(d) In any case where Sublessor as "Tenant" under the Prime Lease is to indemnify, release or waive claims against Master Landlord, as between Sublessor and Sublessee, such indemnity, release or waiver will not be deemed to run from Sublessee to Master Landlord and Sublessor.

(e) Sublessor and Sublessee agree that the following provisions in the Prime Lease shall not apply to Sublessee, it being the intent of the parties that this Agreement shall govern as between Sublessor and Sublessee with respect to such matters:

(1) as between the Sublessor and the Sublessee, provisions in the Prime Lease that require Sublessor as "Tenant" to indemnify and/or hold harmless Master Landlord as "Landlord" shall not apply to Sublessee.

8.03 Liability. Unless caused by the gross negligence or willful misconduct of Sublessor, Sublessor shall not be liable to Sublessee, or any other person, for any damages or business interruption on account of loss, damage, fire or theft of any personal or business property purchased by or belonging to Sublessee.

ARTICLE 9 MISCELLANEOUS

9.01 Amendment. No amendment, modification, or alteration of the terms of this Agreement will be binding unless the same is in writing, dated subsequent to the date of this Agreement and duly executed by the Parties.

9.02 Headings; Interpretation. Descriptive headings are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement. Whenever the context of this Agreement requires, words used in the singular will be construed to include the plural and vice versa and pronouns of whatsoever gender will be deemed to include and designate the masculine, feminine or neutral gender.

9.03 Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, will constitute collectively one agreement; but in making proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully-executed counterparts; and (ii) a facsimile signature page or an electronically scanned

signature page will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same agreement.

9.04 Notices. All notices, consent, requests, instructions, approvals, and other communications provided for in this Agreement will be validly given, made or served, if in writing and delivered personally or sent by United States certified or registered mail, postage prepaid, return receipt requested, if to:

Sublessor:

STRIVE Collegiate Academy, Inc.
3055 Lebanon Pike #300
Nashville, Tennessee 37214
Attn: Scott Emerson

All notices, except legal process, shall be delivered to Sublessee as follows:

The Metropolitan Government of
Nashville and Davidson County
Attn: Director of Public Property Administration
P. O. Box. 196300
Nashville, TN 37219-6300

Hand delivery address:
Attn: Director of Public Property Administration
Metropolitan Government of Nashville and Davidson County
700 2nd Avenue South, Suite 310
Nashville, TN 37210

Or to such other addresses as any Party may, from time to time, designate in writing delivered in a like manner.

9.05 Sublessor's Access. Sublessor or its agents may enter the Subleased Premises at any time and for any reason, but Sublessor agrees to use reasonable efforts not to unreasonably disturb Sublessee's use of the Subleased Premises. To the extent practicable, and excepting any entry for emergencies, Sublessor agrees to provide Sublessee reasonable notice prior to any such entry.

9.06 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns in accordance with the terms of this Agreement. Sublessee shall not assign this Agreement or any of its rights to the Subleased Premises, without Sublessor's consent, which consent may be withheld in Sublessor's sole and absolute discretion.

9.07 **Time of the Essence.** Time is of the essence in the performance by Sublessee of its obligations under this Agreement.

9.08 **Waivers.** Any failure by a Party to insist, or any election by a Party not to insist, upon strict performance by the other Party of any of the terms, provisions, or conditions of this Agreement will not be deemed to be a waiver thereof or of any other term, provision, or condition of this Agreement, and such Party will have the right at any time or times thereafter to insist upon strict performance of any and all of the terms, provisions, and conditions of this Agreement.

9.09 **Remedies Cumulative; Applicable Law.** All rights and remedies of the parties under this Agreement will be cumulative and none will exclude any other rights or remedies allowed by law. This Agreement will be construed according to the laws of the State of Tennessee.

9.10 **Entire Agreement.** The terms and provisions of all schedules and exhibits described in this Agreement and attached to this Agreement are hereby made a part of this Agreement for all purposes. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement, and all prior correspondence, memoranda, agreements or understandings (written or oral) with respect to this Agreement are merged into and superseded by this Agreement.

9.11 **Authority.** Sublessee warrants, represents, and covenants that (a) it is a duly organized and existing legal entity under the laws of the state in which it is organized, and in good standing in the State of Tennessee, (b) it has full right and authority to execute, deliver, and perform this Agreement, (c) the person executing this Agreement on behalf of Sublessee was authorized to do so, and (d) upon request of Sublessor, Sublessee will deliver to Sublessor satisfactory evidence of the due authorization, execution, and delivery of this Agreement by Sublessee.

9.12 **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance, will to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each provision of this Agreement will be valid and will be enforceable to the extent permitted by law.

9.13 **Criminal Acts.** Sublessee acknowledges and agrees that Sublessor will have no responsibility to prevent third party criminal acts.

ARTICLE 10 SPECIAL PROVISIONS

10.01 **Parking.** Sublessee will be entitled to utilize five (5) surface parking spaces per one thousand (1,000) square feet of the Subleased Premises on a non-exclusive and unreserved basis free of charge during the term of the Sublease.

10.02 Brokerage Commissions. Sublessee represents and warrants that no commission or finder's fee is due to any broker as a representative of Sublessee.

10.03 Existing FF&E. Appurtenant to Sublessee's sublease of the Subleased Premises, during the Term, Sublessee will have the right to use, free of charge, the existing furniture, fixtures, cabling, and equipment located within the Subleased Premises (the "**Existing FF&E**"). Sublessee will accept the Existing FF&E in its present condition, "**AS IS**" and "**WITH ALL FAULTS**". Sublessee acknowledges that neither Sublessor, nor any employee, agent, representative, or contractor of Sublessor, has made any representations with respect to the condition of the Existing FF&E or the suitability of the same for Sublessee's purposes, and Sublessor disclaims any and all warranties, express or implied, with respect to the Existing FF&E. Sublessee will have no right to grant a security interest in the Existing FF&E or otherwise pledge the Existing FF&E as collateral for any loan. Upon the expiration of the Term, Sublessee must purchase the Existing FF&E, but specifically excluding the eight (8) to ten (10) cubicles located on the second floor of the Subleased Premises and owned by Master Landlord, for the sum of One Dollar and No/100 (\$1.00).

10.04 Standard Tenant Services. Pursuant to Paragraph 8 of the Prime Lease, subject to all governmental rules, regulations and guidelines applicable thereto, Master Landlord shall provide heating, ventilation and air conditioning and lighting (referred to therein as "**Building Standard Services**") when necessary for normal comfort for normal office use in the Subleased Premises from 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 1:00 p.m. on Saturday (collectively the "**Building Operating Hours**"), except for nationally and locally recognized holidays designated in the Prime Lease. Sublessee shall have access to Building Standard Services outside of the Building Operating Hours subject to the terms of the Prime Lease. In addition, Master Landlord shall provide janitorial service to the Subleased Premises pursuant to the terms of the Prime Lease.

10.05 Signage. All sign installation must comply with the requirements set forth in Paragraph 10 of the Prime Lease. Sublessor agrees to coordinate with Master Landlord to obtain consent for Sublessee to install reasonable signage for the Subleased Premises.

10.06 Sublessee's Insurance. Sublessee hereby advises Sublessor that Sublessee shall self-insure against the risks of loss which would be covered by commercial general liability insurance, workers compensation insurance and automobile liability insurance. Sublessee shall be responsible for any losses or liabilities which would have been assumed by the insurance company or companies which would have issued such policies. Sublessee's liability in tort is governed by the provisions of the Governmental Tort Liability Act, Sublessee has self-insurance against such claims which only covers claims and losses against Sublessee.

10.07 Maintenance of Records. Sublessor shall maintain documentation for all charges under this Agreement against Sublessee. The books, records, and documents of Sublessor insofar as they relate to work performed or money received under this Agreement, must be maintained for period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Sublessee or its

duly appointed representative. The records shall be maintained in accordance with generally accepted accounting principles.

10.08 Employment. Sublessor affirms that it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, dismissal or laying off of any individual due to his race, creed, color, national origin, age, sex, or handicapping condition.

10.09 Contingent Fees. Sublessor hereby represents that Sublessor has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon agreement or understanding for a contingent commission, percentage, or brokerage fee, except for Sublessor's broker for this transaction, CBRE, Inc., and except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

10.10 Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee of the Metropolitan Government or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract with the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

10.11 Commencement Date. This Agreement shall not be binding upon the parties until it has been signed first by the Sublessor then by the representatives of the Metropolitan Government of Nashville and Davidson County. The Commencement Date is the date set forth in Section 3.01.

10.12 Hazardous Materials. Sublessee agrees that, without prior written consent of Sublessor, it shall not store, use, dispose of, discharge or release on or about the Subleased Premises in violation of applicable law any hazardous waste, hazardous substances, hazardous materials, toxic substances, hazardous air pollutants, or toxic pollutants (the "Hazardous Materials"), as those terms are used in the Resources Conservation and Recovery Act, The Comprehensive Environmental Response, Compensation and Liability Act, The Hazardous Materials Transportation Act, The Toxic Substance Control Act, The Clean Air Act and The Clean Water Act, and any and all amendments thereto, or any regulation promulgated pursuant thereto, or in any applicable federal, state or local law, regulation, or ordinance; and further Sublessee shall properly dispose of all Hazardous Materials off the Subleased Premises consistent with all federal, state, and local laws, regulations, and ordinances. Sublessee further covenants and agrees to indemnify and hold harmless Sublessor and Landlord from any and all losses, including

all costs, expenses, other claims including attorney's fees which Sublessor and/or Master Landlord might incur due to any improper disposal, release, storage, or otherwise dealing with such Hazardous Materials in the Subleased Premises.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Agreement has been signed by the parties on the day and year first above written.

SUBLESSOR:

STRIVE COLLEGIATE ACADEMY, INC., a
Tennessee corporation

By: 

Printed Name: Lakendra Butler

Title: Founder/Executive Director

SUBLESSEE:

THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY:


Steve Berry, Director
Public Property Administration

APPROVED AS TO AVAILABILITY OF FUNDS:


Talia Lomax-O'dneal, Director #1/2
Department of Finance

APPROVED AS TO FORM AND LEGALITY:


Assistant Metropolitan Attorney

ATTEST:

FILED IN THE OFFICE OF THE METROPOLITAN
CLERK:

Date: _____

EXHIBIT "A"

SUBLEASED PREMISES

[please see attached]

EXHIBIT A

LEGAL DESCRIPTION

BEING a certain tract of land located along the east side of Lebanon Pike in the Fourteenth Councilmanic District of Nashville, Davidson County, Tennessee, and being more particularly described by metes and bounds as follows:

BEGINNING at a concrete monument (old), said monument being the southwest corner of the herein described tract, a corner to the State of Tennessee Law Enforcement Academy as evidenced in Book 1713, page 90, Register's Office for Davidson County, Tennessee, and in the east right of way of Lebanon Pike;

THENCE with the east right of way of Lebanon Pike for the next 7 calls: (1) North 21 degrees 16 minutes 10 seconds East, 414.90 feet to a concrete monument (old); (2) North 22 degrees 16 minutes 10 seconds East 520.26 feet to an iron pin; (3) North 23 degrees 54 minutes 30 seconds East, 332.34 feet to an iron pin (old); (4) North 34 degrees 02 minutes 40 seconds East, 107.91 feet to a concrete monument (old); (5) North 61 degrees 02 minutes 50 seconds West, 4.72 feet to a concrete monument (old); (6) North 37 degrees 28 minutes 40 seconds East, 231.14 feet to a concrete monument (old); and (7) North 48 degrees 27 minutes 00 seconds East, 338.87 feet to an iron pin (old), said pin being a corner to Trinet Trust as evidenced in Book 7379, page 10, said Register's Office;

THENCE with the line of Trinet for the next 7 calls: (1) South 68 degrees 01 minutes 00 seconds East, 372.55 feet to an iron pin (old); (2) South 21 degrees 56 minutes 20 seconds West, 526.90 feet to a concrete monument (old); (3) South 67 degrees 53 minutes 50 seconds East, 60.00 feet to an iron pin (old); (4) South 22 degrees 06 minutes 10 seconds West, 400.03 feet to an iron pin (old); (5) North 67 degrees 53 minutes 50 seconds West, 60.00 feet to a concrete monument (old); (6) South 22 degrees 06 minutes 10 seconds West, 200.01 feet to an iron pin (old); and (7) South 34 degrees 33 minutes 40 seconds West, 736.78 feet to an iron pin (old), said pin being the line of the aforementioned State of Tennessee Law Enforcement Academy;

THENCE with the line of the Academy for the next 2 calls: (1) North 83 degrees 45 minutes 40 seconds West, 199.93 feet to an iron pin (old); and (2) North 67 degrees 50 minutes 00 seconds West, 258.07 feet to the point of beginning and containing 24.15 acres, more or less.

INCLUDED IN THE ABOVE DESCRIPTION, BUT SPECIFICALLY EXCLUDED THEREFROM is the property conveyed to Nashville Educare as evidenced in Book 5287, page 5287, page 175, said Register's Office, and shown as Lot 1 on the Plat of Donelson Hospital, of record in Book 4885, page 153, said Register's Office.

BEING the same property conveyed to Donelson Corporate Centre, Limited Partnership, by Deed of Record in Book 10938, page 694, said Register's Office.

EXHIBIT "A-1"

PRIME LEASE

[please see attached]

**DONELSON CORPORATE CENTRE
OFFICE LEASE AGREEMENT**

THIS LEASE is made and entered into on this 26th day of March, 2015, by and between Donelson Corporate Centre, L.P. a Tennessee Limited Partnership, ("Landlord"), and STRIVE Collegiate Academy, Inc., a Tennessee Corporation ("Tenant").

1. Leased Premises

Subject to and upon the terms hereinafter set forth, and in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, Landlord does hereby lease and demise to Tenant and Tenant does hereby lease and take from Landlord those certain premises consisting of eleven thousand nine hundred and forty one (11,941) square feet of Net Rentable Area (the "Premises") located in Building One of the Donelson Corporate Centre, Suite 300 located at 3055 Lebanon Pike, in Davidson County, Tennessee (the "Building"), and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference. The Building is part of a complex known as Donelson Corporate Centre (the "Project").

a. "Net Rentable Area" as used herein, shall refer to (i) the total square footage of all floor area measured from the outside of the exterior wall of the Building and to the mid-point of walls separating the Premises from areas leased to or held for lease to other tenants (the "Usable Area"), plus (ii) an allocation of the square footage of the Interior Common Areas; plus (iii) for multi-tenant floors, an allocation of the square footage of the On-Floor Common Areas. No deductions from Net Rentable Area shall be made for columns or projections.

b. "Interior Common Areas" shall mean those areas within the Building's elevator machine rooms, mechanical rooms, and other areas not leased or held for lease within the Building but which are reasonably necessary for the proper operation of the Building. The allocation of the square footage of the Interior Common Areas shall be equal to the total square footage of the Interior Common Areas multiplied by a fraction, the numerator of which is the Usable Area of the Premises and the denominator of which is the total of all Usable Area contained in the Building.

c. "On-Floor Common Areas" shall mean those areas within public corridors, elevator foyers and public lobbies, rest rooms, mechanical rooms, janitor closets, telephone and equipment rooms, and other similar facilities for the use of all tenants on the floor on which the Premises are located. The allocation of the square footage of the On-Floor Common Areas shall be equal to the total square footage of the On-Floor Common Areas on said floor multiplied by a fraction, the numerator of which is the Usable Area of the Premises and the denominator of which is the total of all Usable Area contained on the applicable floor.

d. Tenant's taking possession of the Premises or any portion thereof shall be

conclusive evidence against Tenant that such portion of the Premises was then in good order and satisfactory condition, excepting those items set forth on a written punch list delivered by Tenant to Landlord within thirty calendar days next following Tenant's taking possession, and subject to any covenants, representations and warranties of Landlord as set forth herein. Tenant acknowledges that no promise by or on behalf of Landlord, any of Landlord's beneficiaries, the managing agent of the Building, the leasing agent of the Building or any of their respective agents, partners or employees to alter, remodel, improve, repair, decorate or clean the Premises has been made to or relied upon by Tenant, and that no representation respecting the condition of the Premises or the Building by or on behalf of Landlord, any of Landlord's beneficiaries, the managing agent of the Building, the leasing agent of the Building or any of their respective agents, partners or employees has been made to or relied upon by Tenant, except to the extent expressly set forth in this Lease.

2. Term and Renewal Option.

a. Term. Subject to and upon the terms and conditions set forth herein, or in any exhibit hereto, the term of this Lease shall commence on the Commencement Date and shall expire twenty four (24) months after the Commencement Date at 6:00 P.M. "Commencement Date" shall mean July 1, 2015.

b. Renewal Option. Tenant shall have the option (the "Option") to renew this Lease for one (1) additional period of three (3) years (the "Renewal Period"). In order to exercise the Option, Tenant must give written notice to Landlord not less than one hundred eighty (180) days prior to the Expiration Date of the prior term, provided, however, that Tenant shall not be entitled to exercise the Option if Tenant is in default of its obligations under this Lease beyond any applicable notice and cure period at the time of Tenant's notice to renew. If Tenant exercises the Option in accordance with the provisions of this Section 2.b., the Expiration Date shall be extended until the expiration of the Renewal Period. If, within sixty (60) days following Tenant's notice to Landlord exercising the Option, Landlord and Tenant fail to agree in writing as to the fair market value of the lease of the Premises, then Landlord and Tenant shall each appoint an independent MAI appraiser within ten (10) days. The appraisers so selected shall mutually agree upon a third independent MAI appraiser within five (5) days thereafter. Each of the three appraisers shall, within thirty (30) days of the selection of the third appraiser, submit to Landlord and Tenant a written appraisal of the fair market rental rate of the Premises. The fair market rental rate of the Premises shall be equal to the numerical average of the three appraised determinations. Each party shall be responsible for the cost of the appraiser selected by such party, plus one-half of the cost of the appraiser that has been mutually appointed by the two appraisers. In the event that any appraiser selected is unwilling or unable to appraise the fair market rental rate of the Premises, the party or the appraisers, as applicable, shall select another appraiser that is willing and able to appraise. If Tenant shall fail to give written notice to Landlord of Tenant's exercise of the Option in accordance with this Section 2.b., then Tenant shall be deemed to have waived its right to exercise the Option and to occupy the Premises during the Renewal Period. Base Rental payable during the first 12 months of the Renewal period shall be the prevailing market rate for similar buildings in Nashville, Tennessee and the base year for the calculation of Tenant's

Percentage Share of Operating Expenses and Real Estate Taxes shall be the calendar year in which the Renewal Period commences.

3. Use: The Premises may be used and occupied solely for the purpose of a charter middle school for grades five through eight and related administrative space, as well as any other general office use, and for no other purpose. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, disreputable or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance or waste in, on or about the Premises. Tenant shall not use or permit the use of any portion of the Premises as sleeping quarters, lodging rooms, or for any unlawful purposes. Tenant shall not install any radio or television or other similar device exterior to the Premises.

4. Rent. Commencing on the date next following the Commencement Date and continuing thereafter throughout the full term of this Lease, Tenant hereby agrees to pay the Base Rental in accordance with the schedule attached hereto as Exhibit D, and Additional Rental (as defined below). The Base Rental and Additional Rental shall be due and payable in advance in equal monthly installments on the first (1st) day of each calendar month at Landlord's address as provided herein (or such other address as may be designated by Landlord from time to time). If the Commencement Date is other than the first day of a calendar month or if this Lease expires on other than the last day of a calendar month, then the installments of Base Rental and Additional Rental for such month or months shall be prorated.

5. Additional Rental. Landlord shall absorb and be responsible for paying all Operating Expenses of the Project during calendar year 2015 ("Expense Stop"). Thereafter to the extent such annual Operating Expenses equal an amount greater than 2015 Operating Expenses Tenant shall pay Tenant's proportionate share of such increase. "Additional Rental" for any calendar year shall mean Tenant's Percentage Share of the Operating Expenses for such calendar year in excess of the Expense Stop. "Tenant's Percentage Share" shall mean a fraction, the numerator of which is the total number of square feet of Net Rentable Area within the Premises and the denominator of which is the Net Rentable Area in the Project, which is 232,900. Tenant's percentage share is five and 10/100ths (5.1%) per cent.

a. Landlord shall present to Tenant prior to the beginning of each calendar year (or for the calendar year in which the Lease term commences, on the Commencement Date) a statement of Tenant's estimated Additional Rental. Landlord's failure to deliver such a statement of Tenant's estimated Additional Rental shall not operate to excuse Tenant from the payment of the monthly installment of Additional Rental. Rather, Tenant shall continue to pay the monthly installment of Additional Rental based on Landlord's most recent calculation thereof until such a statement is delivered to Tenant, with such statement being applied retroactively to the beginning of the calendar year and Tenant making up any under payments immediately upon its receipt of such statement. Landlord may, from time to time, recalculate Tenant's estimated Additional Rental in order to more accurately reflect Landlord's good faith estimate of Tenant's Additional Rental, and Tenant shall commence paying the recalculated Additional Rental

immediately after receiving notice thereof.

b. Landlord shall provide to Tenant, within one hundred twenty (120) days after the end of each calendar year, a statement detailing the Operating Expenses for each such calendar year (the "Annual Operating Expense Statement"). In the event that Tenant's estimated Additional Rental payments exceed Tenant's actual Additional Rental for said calendar year, Landlord shall pay Tenant (in the form of a credit against rentals next due or, should the overage exceed one month's base rental or in the case of the expiration of this Lease, then in the form of Landlord's check) an amount equal to such excess. In the event that Tenant's actual Additional Rental exceeds Tenant's estimated Additional Rental payments for said calendar year, Tenant hereby agrees to pay Landlord, within thirty (30) days of receipt of the statement, an amount equal to such difference.

c. Tenant, at Tenant's sole cost and expense, shall have the right, to be exercised by written notice given to Landlord within sixty (60) days after receipt of the Annual Operating Expense Statement for any calendar year, to audit Landlord's books and records pertaining only to the Operating Expenses for such calendar year, provided such audit must commence within thirty (30) days after Tenant's notice to Landlord and thereafter proceed regularly and continuously to conclusion and, provided, further, that such audit must be conducted by a nationally recognized independent public accounting firm in a manner that does not unreasonably interfere with the conduct of Landlord's business. Notwithstanding the foregoing, Tenant shall not have the right to audit Landlord's books and records regarding the Operating Expenses for any calendar year if (i) the Annual Operating Expense Statement for such calendar year was prepared by a nationally recognized independent public accounting firm; or (ii) there exists an Event of Default or any circumstance exists that with the giving of notice, the passage of time, or both, would constitute an Event of Default. Tenant (and its agents, employees and accountants) shall hold the results of such audit in strict confidence and not disclose the same to any third party, except as is necessary during any dispute between Landlord and Tenant related thereto or as required by law. A copy of the results of any such audit shall be promptly provided to Landlord, and Landlord may conduct an independent review of the same. If there is any disagreement regarding the results of any such audit, the parties shall select a third party auditor to resolve the dispute. Tenant shall not employ any person or entity to audit Landlord's books and records whose compensation is based, in whole or in part, on a contingency fee or the results of the audit.

6. Operating Expenses.

"Operating Expenses", for each calendar year, shall consist of (i) all Operating Costs for the Building; plus (ii) the proportionate share of the ownership, management, maintenance, repair, replacement and operating costs accruing during each such calendar year for the common areas in the Project allocable to the Building.

a. "Operating Costs" shall mean all expenses, costs and accruals (excluding therefrom, however, specific costs billed to or otherwise incurred for the particular benefit of specific tenants of the Building) of every kind and nature, computed on an accrual basis, incurred or accrued in connection with, or relating to, the ownership, operation, management,

maintenance, repair and replacement of the Building and interior and exterior common areas serving the Building during each calendar year, including, but not limited to the following: wages and salaries (including taxes, insurance and benefits) of all on and off-site employees; supplies; tools; equipment; utilities; trash removal; snow and ice removal; maintenance, management and service agreements; inspections; legal and accounting services relating to management and maintenance of the Building; insurance (including all deductible and co-insurance payments made by Landlord in connection therewith); reasonable replacement reserves; maintaining, striping, repairing, replacing, repaving and lighting grounds, streets, parking areas, sidewalks, curbs and walkways, landscaping, drainage and lighting facilities; and all taxes, assessments and governmental charges, whether or not directly paid by Landlord, attributable to the Building or said common areas, together with consultation, legal fees and costs resulting from any challenge of tax assessments (but excluding federal and state income taxes, franchise taxes, and other taxes imposed on the income of Landlord). Notwithstanding the foregoing, Operating Costs shall not include: depreciation, interest and amortization on mortgages, and other debt costs or ground lease payments, if any; legal fees in connection with leasing, tenant disputes or enforcement of leases; real estate brokers' leasing commissions; improvements or alterations to tenant spaces; the cost of providing any service directly to and paid directly by, any tenant; costs of any items to the extent Landlord receives reimbursement from insurance proceeds or from a third party (such proceeds to be deducted from Operating Costs in the year in which received); capital expenditures (as determined by GAAP) except those: (a) made primarily to reduce Operating Costs, or to comply with any future Laws or other governmental requirements, or (b) for replacements (as opposed to additions or new improvements) of non-structural items located in the common areas of the Property required to keep such areas in good condition; provided, all such permitted capital expenditures (together with reasonable financing charges) shall be amortized for purposes of this Lease over their useful lives; any cash or other consideration paid by Landlord on account of, with respect to or in lieu of the tenant work or alterations; repairs necessitated by the negligence of Landlord, its agent or contractors or required to cure violations of laws in effect as of the Commencement Date of this Lease, and any penalties or interest incurred or accumulated for any such violations; costs of enforcement of leases; any costs of financing or refinancing the Property; overtime HVAC costs or electricity costs for other building tenants; moving expenses or any other payments or concessions made to procure tenants; the cost of correcting defects in construction; contributions to reserves for expenses to be incurred after the applicable year; expenses or costs incurred by Landlord for the abatement, removal, treatment, handling or disposal of any asbestos, asbestos containing materials, pollutants or other Hazardous Substances on, beneath, in or from the Property; and any costs relating to the initial construction of improvements associated with the Property.

b. Notwithstanding any language contained herein to the contrary, Tenant hereby agrees that, during any calendar year in which the entire Building is not provided with Building Standard Services or is not completely occupied, Landlord shall compute all Variable Operating Costs (defined below) for such calendar year (including calendar year 2015, if applicable, for purposes of determining the Expense Stop) as though the entire Building were provided with Building Standard Services and were completely occupied. For purposes of this Lease the term "Variable Operating Costs" shall mean any operating cost that is variable with the level of occupancy of the Building (e.g. utilities and cleaning services). In the event that Landlord

excludes from "Operating Costs" any specific costs billed to or otherwise incurred for the particular benefit of specific tenants of the Building or to other buildings or projects on the Land, Landlord shall have the right to increase "Operating Costs" by an amount equal to the cost of providing standard services similar to the services for which such excluded specific costs were billed or incurred. In no event shall Landlord receive from all tenants of the Building more than one hundred percent (100%) of any Operating Costs.

7. Security Deposit . Intentionally deleted.

8. Services . Landlord shall furnish the following services to Tenant during the term of this Lease in a manner consistent with other similar class office buildings in the market area ("Building Standard Services"):

a. Hot and cold domestic water and common use rest rooms and toilets at locations provided for general use, in such amounts as are reasonably determined by Landlord.

b. Subject to curtailment as required by governmental laws, rules or mandatory regulations, central heat and air conditioning in season, at such temperatures and in such amounts as are reasonably determined by Landlord.

c. Electric lighting service for all public areas and special service areas of the Building in such amounts and locations as are reasonably determined by Landlord.

d. Janitor service five (5) days per week, exclusive of holidays, in such manner as Landlord reasonably determines; provided, however, (a) if Tenant's floor coverings or other improvements are other than Building standard, Tenant shall pay one hundred and fifteen percent (115%) of the actual additional cleaning cost, if any, attributable thereto, and (b) Landlord agrees to perform background checks (or cause background checks to be performed) on all employees of the janitorial service prior to their entry into the Building.

e. Access control for the Building to the extent and in the manner reasonably determined by Landlord; provided, however, Landlord shall have no responsibility to prevent, and shall not be liable to Tenant for, any liability or loss to Tenant, its agents, employees and visitors arising out of losses due to theft, burglary, or damage or injury to persons or property caused by persons gaining access to the Premises, and Tenant hereby releases Landlord from all liability for such losses, damages or injury.

f. Sufficient electrical capacity to operate (i) incandescent lights, typewriters, calculating machines, photocopying machines and other machines of similar low voltage electrical consumption (120/208 volts), provided that the total rated electrical design load for said lighting and machines of low electrical voltage shall not exceed eight (8.00) watts per square foot of Usable Area; and (ii) lighting and equipment of high voltage electrical consumption (277/480 volts), provided that the total rated electrical design load for said lighting and equipment of high electrical voltage shall not exceed eight (8.00) watts per square foot of Usable Area. If Tenant's electrical consumption exceeds the foregoing standards, then Landlord shall have the right to install a separate meter for the Premises at Tenant's expense, such that Tenant

shall be billed the costs associated with electricity consumed in excess of Building standard. If Tenant requires that certain areas within the Premises operate in excess of the normal Building Operating Hours (as defined in Exhibit E), the electrical service to such areas shall be separately circuited and metered such that Tenant shall be billed the costs associated with electricity consumed during hours other than Building Operating Hours.

g. Building standard fluorescent bulb replacement in all areas and all incandescent bulb replacement in General Common Areas and On-Floor Common Areas.

h. Failure by Landlord to furnish the services described in this Section, or any cessation thereof, shall not render Landlord liable for damages to either person or property, nor be construed as an eviction of Tenant, nor work an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof. In addition to the foregoing, should any of the equipment or machinery, for any cause, fail to operate, or function properly, Tenant shall have no claim for rebate of rent or damages on account of an interruption in service occasioned thereby or resulting there from; provided, however, (a) Landlord agrees to use reasonable efforts to repair said equipment or machinery promptly and to restore said services, and (b) in the event of any interruption in the aforementioned services due to causes within Landlord's reasonable control, Tenant shall be permitted an equitable abatement of Base Rental and Additional Rental for any period during which the Premises are untenable as a result of such interruption.

9. Keys and Locks. Landlord shall furnish Tenant with two (2) keys for each Building standard lockset on code required doors entering the Premises from public areas and two magnetic card keys for the magnetic locking proximity card reader system. Additional keys will be furnished by Landlord upon an order signed by Tenant and at Tenant's expense. All such keys shall remain the property of Landlord. No additional locks shall be allowed on any door of the Premises without Landlord's permission provided that Landlord's permission shall be deemed given if Landlord fails to respond within 5 days of Tenant's request, and Tenant shall not make or permit to be made any duplicate keys. Upon termination of this Lease, Tenant shall surrender to Landlord all keys to any locks on doors entering or within the Premises, and give to Landlord the explanation of the combination of all locks for safes, safe cabinets and vault doors, if any, in the Premises.

10. Graphics, Building Directory and Name. Landlord shall provide and install all graphics, letters, and numerals at the entrance to the Premises and strips (based on the ratio that the Net Rentable Area of the Premises bears to the total Net Rentable Area of the Building) containing a listing of Tenant's name on the Building directory board to be placed in the main lobby of the Building. All such letters and numerals shall be in the Building standard graphics. Tenant agrees that Landlord shall not be liable for any inconvenience or damage occurring as a result of any error or omission in any directory or graphics. No signs, numerals, letters or other graphics shall be used or permitted on the exterior of, or may be visible from outside, the Premises, unless approved in writing by Landlord. Tenant shall have the right to place its name on the existing building monument and install interior lobby signage at Landlord's sole cost and expense. Tenant shall have the right to place building façade signage on the fourth floor of the west side of the Building only. The amount of signage allowed will not exceed the maximum amount allowed by local code for the west facade of the Building. Any building signage will be

done at Tenant's sole cost and expense and the sign and sign installer must be approved in writing by Landlord in advance such approval not to be unreasonably withheld.

11. Parking. Tenant shall have the non-exclusive right to use the parking lot serving the Building. Landlord may make, modify and enforce reasonable rules and regulations relating to the parking of vehicles, and Tenant agrees to abide by such rules and regulations. This Lease does not grant Tenant (or its agents, employees, contractors and visitors) the exclusive right to use any parking areas serving the Building. Landlord may, from time to time, designate specific portions of the parking lot as reserved areas, and Tenant shall have no right to park in such reserved areas.

12. Entry for Repairs and Inspection. Subject to any reasonable security protocols instituted by Tenant, Tenant shall permit Landlord and its contractors, agents or representatives to enter into and upon any part of the Premises during reasonable hours to inspect or clean the same, make repairs, alterations or additions thereto, and, upon reasonable prior notice to Tenant, for the purpose of showing the same to prospective tenants or purchasers. Landlord shall use its reasonable efforts not to interfere materially with the operation of Tenant's business during any such entry.

13. Laws and Regulations; Encumbrances; Rules of Building. Tenant shall comply with, and Tenant shall cause its employees, contractors and agents to comply with, and shall use its best efforts to cause its visitors and invitees to comply with, (i) all laws, ordinances, orders, rules and regulations of all state, federal, municipal and other governmental or judicial agencies or bodies relating to the use, condition or occupancy of the Premises, (ii) all recorded easements, operating agreements, parking agreements, declarations, covenants and instruments encumbering the Premises of which Tenant has actual notice, and (iii) the rules of the Building reasonably adopted and altered by Landlord from time to time for the safety, care and cleanliness of the Premises and Building and for the preservation of good order therein. The initial rules of the Building are attached hereto and incorporated herein as Exhibit F.

14. Hazardous Substances. Tenant shall comply, at its sole expense, with all laws, ordinances, orders, rules and regulations of all state, federal, municipal and other governmental or judicial agencies or bodies relating to the protection of public health, safety, welfare or the environment (collectively, "Environmental Laws") in the use, occupancy and operation of the Premises. Tenant agrees that no Hazardous Substances shall be used, located, stored or processed on the Premises or be brought onto any other portion of the Building by Tenant or any of its agents, employees, contractors, assigns, subtenants, guest or invitees, and no Hazardous Substances will be released or discharged from the Premises. The term "Hazardous Substances" shall mean and include all hazardous and toxic substances, waste or materials, any pollutant or contaminant, including, without limitation, PCB's, asbestos and raw materials that include hazardous constituents or any other similar substances or materials that are now or hereafter included under or regulated by any Environmental Laws or that would pose a health, safety or environmental hazard. Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any and all losses, liabilities (including, but not limited to, strict liability), damages, injuries, expenses (including, but not limited to, court costs, litigation expenses, reasonable attorneys' fees and costs of settlement or judgment), suits and claims of any and

every kind whatsoever paid, incurred or suffered by, or asserted against, Landlord by any person, entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence in or the escape, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Substances or the presence of any Hazardous Substances placed on or discharged from the Building by Tenant or any of its agents, employees, contractors, assigns, subtenants, guest or invitees.

15. Tenant Taxes . Tenant shall pay promptly when due all taxes directly or indirectly imposed or assessed upon Tenant's gross sales, business operations, machinery, equipment, trade fixtures and other personal property or assets, whether such taxes are assessed against Tenant, Landlord or the Building. In the event that such taxes are imposed or assessed against Landlord or the Building, Landlord shall furnish Tenant with all applicable tax bills, public charges and other assessments or impositions and Tenant shall forthwith pay the same either directly to the taxing authority or, at Landlord's option, to Landlord.

16. Leasehold Improvements.

a. Tenant shall build the premises as indicated on Exhibits A-2 and B in accordance with the approved floor plan (Exhibit A-2) and the Landlord and Tenant approved construction documents at Tenant's's sole cost and expense. Landlord shall provide Tenant with a Tenant Improvement Allowance of \$63,858.

b. If for any reason the Premises should not be ready for occupancy by the Commencement Date, Landlord shall not be liable or responsible for any claims, damages or liabilities in connection therewith or by reason thereof.

c. Tenant shall not make or allow to be made any alterations or physical additions in or to the Premises, or place safes, vaults or other heavy furniture or equipment within the Premises, without first obtaining the written consent of Landlord which consent shall not be unreasonably withheld so long as said alterations do not impact on Building systems or structure and are not visible from outside the Premises. All repairs, alterations or additions that affect the Building's structural components or the Building's mechanical, electrical and plumbing systems shall be made solely by Landlord or its contractor.

d. Tenant shall indemnify and hold Landlord harmless from and against all costs (including reasonable attorneys' fees and costs of suit), losses, liabilities, or causes of action arising out of or relating to any alterations, additions or improvements made by Tenant to the Premises, including, but not limited to, any mechanics' or materialmen's liens asserted in connection therewith. No portion of Landlord's interest in the Building shall be subject to attachment on account of any work performed by or on account of Tenant, and Tenant shall provide written notice of same to all of its contractors.

e. Should any mechanic's or other liens be filed against any portion of the Building by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled or discharged of record by bond or otherwise within thirty (30) days after notice by Landlord. If Tenant shall fail to cancel or discharge said lien or liens, within said

thirty (30) day period, Landlord may, at its sole option, cancel or discharge the same and upon Landlord's demand, Tenant shall promptly reimburse Landlord for all reasonable costs incurred in canceling or discharging such liens, plus an administrative fee equal to fifteen percent (15%) of such costs.

17. Repairs by Landlord . Notwithstanding anything herein to the contrary, Landlord covenants, represents and warrants that, as of the Commencement Date, the Building roof and structure and all base building systems serving the Premises will be in good condition and proper working order. Thereafter, Landlord shall make such repairs to exterior, roof and structural portions of the Building, the general Building systems and common areas of the Building as Landlord may deem necessary for normal operations and as otherwise required to keep such items in good condition and proper working order, and Landlord shall not otherwise be obligated to make improvements to, or repairs of, the Premises or the Building. The cost of such repairs shall be a part of Operating Expenses; except that Tenant shall pay on demand Landlord's costs for any repairs necessitated by the acts or omissions of Tenant or Tenant's agents, contractors, employees, visitors or invitees, plus an administrative fee of fifteen percent (15%) of such costs.

18. Repairs by Tenant . Except for Landlord's express repair obligations under this Lease, Tenant shall at its own cost and expense, keep the Premises and all leasehold improvements in good and clean condition, and Tenant shall perform all maintenance, repairs and replacements necessary to accomplish the same. In addition, Tenant shall perform all maintenance, repairs, replacements and improvements required by any governmental law, ordination, rule or regulation as a result of Tenant's specific use or Tenant's alterations to the Premises. If Tenant fails to commence any maintenance, repairs, replacements or improvements which it is required to perform hereunder within ten (10) days after written notice from Landlord to Tenant and thereafter diligently proceed with such work until completion, Landlord may, at its option, perform any such maintenance, repairs, replacements or improvements deemed necessary by Landlord, and Tenant shall pay to Landlord on demand Landlord's cost thereof, plus an administrative fee of fifteen percent (15%) of such costs.

19. Condemnation . If all or substantially all of the Premises, or such portion of the Premises or the Building as would render, in Landlord's reasonable judgment, the continuance of Tenant's business from the Premises impracticable, shall be permanently taken or condemned for any public purpose, then Landlord or Tenant may terminate this Lease. If less than all or substantially all of the Premises or any portion of the Building shall be taken, then Landlord shall have the option of terminating this Lease by written notice to Tenant within ten (10) days following the date of such condemnation or taking. If this Lease is terminated as provided above, this Lease shall cease and expire as of the date of the taking. In the event that this Lease is not terminated and a portion of the Premises is taken, Tenant shall pay the Rental up to the date of the taking, and this Lease shall thereupon cease and terminate with respect to the portion of the Premises so taken. Thereafter the Base Rental and Additional Rental shall be adjusted on an equitable basis. If this Lease is not terminated, Landlord shall promptly repair the Premises or the Building, as the case may be, to an architectural unit, fit for Tenant's occupancy and business; provided, however, that Landlord's obligation to repair hereunder shall be limited to the extent of the net proceeds from such taking made available to Landlord for such repair. In the event of any temporary taking or condemnation for any public purpose of the Premises, the

Building or any portion thereof, this Lease shall continue in full force and effect except that Base Rental and Additional Rental shall be adjusted on an equitable basis for the period of such taking, and Landlord shall be under no obligation to make any repairs or alterations. In the event of any taking of the Premises, Tenant hereby assigns to Landlord the value of all or any portion of the unexpired term of the Lease and all leasehold improvements, and Tenant shall not assert a claim for a condemnation award therefore; provided, however, Tenant may pursue a separate award from the condemning authority for (a) relocation and moving expenses, and (b) compensation for loss of Tenant's business.

20. Casualty .

a. In the event any portion of the Premises or any portion of the General Common Areas (or, if Tenant is on a multi-tenant floor, any portion of the On-Floor Common Areas for the floor on which the Premises are located) is damaged by fire or other casualty, earthquake or flood or by any other cause of any kind or nature, and the damage can, in the opinion of the Landlord's architect, be repaired within ninety (90) calendar days from the date of the casualty, then Landlord shall repair the damage. In the event the damage cannot, in the opinion of Landlord's architect, be repaired within ninety (90) days from the date of the casualty, but can be repaired within one hundred eighty (180) days from the date of the casualty, Landlord, at Landlord's sole option, may elect either to terminate this Lease or to repair the damage. If in the opinion of Landlord's architect, the damage cannot be repaired within one hundred eighty (180) days from the date of the casualty, then both Landlord and Tenant shall have the right to terminate this Lease.

b. Notwithstanding any language herein to the contrary, Landlord, at Landlord's sole option, shall have the right to terminate this Lease if at the time of any such damage, (i) less than one (1) year remains in the term of this Lease; (ii) the cost of repairing and restoring the damage exceeds twenty-five percent (25%) of the replacement cost of the Building; or (iii) Landlord's lender does not make the insurance proceeds available to Landlord to restore the Premises.

c. In the event this Lease is not terminated as provided hereunder (i) Landlord shall be obligated to repair the damage only to the extent of the net insurance proceeds available to Landlord for the purpose of rebuilding and restoration; (ii) Tenant shall be entitled to a pro rata abatement of Base Rental and Additional Rental during the period of time the Premises, or any portion thereof, are untenable due to such damage; and (iii) if the Premises, the Building, or any portion thereof shall be damaged through the negligence or willful misconduct of Tenant and the cost of repairing the same is not covered by Landlord's insurance, such damage shall be repaired by Landlord at the sole expense of Tenant, plus an administrative fee to Landlord of fifteen percent (15%) of such costs.

d. In the event of any termination of this Lease under this Section, this Lease shall cease and terminate as if the date of such damage were the expiration date of the term of this Lease.

21. Insurance .

a. Landlord shall maintain property insurance coverage on the Building. Said insurance shall be maintained in amounts desired by Landlord and payments for losses there under shall be made solely to Landlord. Tenant shall maintain at its expense business interruption insurance and property insurance coverage at full replacement cost on of all its personal property, including removable trade fixtures located in the Premises and on all additions and improvements (including fixtures) made by Tenant.

b. Landlord and Tenant shall each maintain a policy or policies of commercial general liability insurance. Such insurance shall afford minimum protection (which may be affected by primary and/or excess coverage) of not less than \$1,000,000 per occurrence for injury to or death of any person and of not less than \$500,000.00 per occurrence for property damage; provided, however, Tenant shall carry such greater limits of coverage as Landlord may reasonably request from time to time so long as Landlord maintains similar limits of coverage, and provided the increased cost to Tenant is not material.

c. If Tenant shall fail to procure and maintain the insurance required herein, and such failure shall continue for more than five (5) business days after Tenant's receipt of written notice thereof, Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant, plus a fifteen percent (15%) administrative fee, which Tenant shall pay to Landlord upon demand. Unless otherwise permitted by Landlord, Tenant's insurance required hereunder shall be in companies rated A-, Class XII in "Best's Insurance Guide." Tenant shall deliver to Landlord prior to occupancy of the Premises copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. Tenant shall deliver to Landlord renewals of such policies or certificates upon their expiration. No policy shall be cancelable or subject to reduction of coverage except after thirty (30) days' prior written notice to Landlord.

d. The cost of Landlord's insurance shall be included in Operating Expenses. However, if the annual premiums to be paid by Landlord shall exceed the standard rates because of Tenant's operations within, or contents of, the Premises, Tenant shall promptly pay the excess amount of the premium upon request by Landlord together with reasonable supporting documentation).

e. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action, against the other, its agents, servants, partners, shareholders, officers or employees, for personal injury, loss or damage to business, and loss or damage that may occur to the Premises, the Building or the Project or any personal property located thereon arising from any cause that (a) would be insured against under the terms of any insurance required to be carried hereunder; or (b) is insured against under the terms of any insurance actually carried, regardless of whether the same is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of such claim, including but not limited to the negligence of a party, or such party's agents, officers, employees or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Landlord or Tenant. Each party shall obtain any special endorsements, if any, required by their respective insurers to

evidence compliance with the aforementioned waiver.

22. Damages from Certain Causes . Landlord shall not be liable or responsible to Tenant for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, riot, strike, insurrection, war, act or omission of any tenant or occupant of the Building, any nuisance or interference caused or created by any tenant or occupant of the Building, requisition or order of governmental body or authority, court order or injunction, or any cause beyond Landlord's control or, except in the case of the gross negligence or intentional misconduct of Landlord, for any damage or inconvenience which may arise through repair or alteration of any part of the Building.

23. Hold Harmless . Landlord shall not be liable to Tenant, its agents, servants, employees, contractors, customers or invitees for any damage to person or property caused by any act, omission or neglect of Tenant. Without limiting or being limited by any other indemnity in this Lease, but rather in confirmation and furtherance thereof, Tenant agrees to indemnify, defend by counsel reasonably acceptable to Landlord and hold Landlord harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses (including, but not limited to, court costs, reasonable attorneys' fees and litigation expenses) in connection with injury to or death of any person or damage to or theft, loss or loss of the use of any property occurring in or about the Premises, the Building or the Project arising from Tenant's use of the Premises, or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises, the Building or the Project, or from claims of third parties asserted against Landlord as a result of any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or due to any other act or omission or willful misconduct of Tenant or any of its agents, employees, contractors, assigns, sub-tenants, guest or invitees. Notwithstanding anything herein to the contrary, Tenant shall not be liable to Landlord for any damage to person or property caused by any act, omission or neglect of Landlord, or its agents, employees or contractors, and Landlord agrees to indemnify, defend and hold Tenant harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses incurred by Tenant due to the gross negligence or intentional misconduct of Landlord, or its agents, employees or contractors.

24. Default and Remedies.

a. The occurrence of any of the following shall constitute a default under and breach of this Lease by Tenant (an "Event of Default"):

- i) Failure by Tenant to pay any Rental within (5) days after Tenant's receipt of written notice that the same is past due;
- ii) Abandonment of the Premises and failure to timely pay any Rental;
- iii) Failure by Tenant to observe or perform any of the covenants in respect of assignment and subletting;

- iv) Failure by Tenant to cure forthwith, immediately after receipt of notice from Landlord, any hazardous condition which Tenant has created or permitted in violation of law or of this Lease;
- v) Failure by Tenant to complete, execute and deliver any instrument or document required to be completed, executed and delivered by Tenant within twenty (20) days after the initial written demand therefor to Tenant;
- vi) Failure by Tenant to observe or perform any other covenant, agreement, condition or provision of this Lease, if such failure shall continue for thirty (30) days after written notice thereof from Landlord to Tenant; provided that such thirty (30) day period shall be extended for the time reasonably required to complete such cure, if such failure cannot reasonably be cured within said thirty (30) day period and Tenant commences to cure such failure within said thirty (30) day period and thereafter diligently and continuously proceeds to cure such failure;
- vii) The levy upon execution or the attachment by legal process of the leasehold interest of Tenant, or the filing or creation of a lien in respect of such leasehold interest, which lien shall not be released or discharged within thirty (30) days from the date of such filing;
- viii) Tenant or any guarantor of Tenant's obligations under this Lease becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for all or a major part of its property;
- ix) A trustee or receiver is appointed for Tenant, any guarantor of Tenant's obligations under this Lease or for a major part of either party's property and is not discharged within sixty (60) days after such appointment;
- x) Any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or other proceeding for relief under any bankruptcy law or similar law for the relief of debtors, is instituted (A) by Tenant or any guarantor of Tenant's obligations under this Lease, or (B) against Tenant or any guarantor of Tenant's obligations under this Lease and is allowed against it or is consented to by it or is not dismissed within sixty (60) days after such institution;
- xi) Tenant's repeated or continued failure to timely pay any Rental due Landlord hereunder where such failure shall continue or be repeated for two (2) consecutive months, or for a total of four (4) months in any period of twelve (12) consecutive months; or
- xii) Tenant's repeated failure to observe or perform any of the other covenants,

terms or conditions hereof more than six (6) times, in the aggregate, in any period of twelve (12) consecutive months.

b. Upon the occurrence of an Event of Default, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law or in equity or by this Lease:

- i) Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-enter the Premises and correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement, or obligation of this Lease, and Tenant shall fully reimburse and compensate Landlord on demand.
- ii) Landlord, with or without terminating this Lease, may immediately or at any time thereafter demand in writing that Tenant vacate the Premises and thereupon Tenant shall vacate the Premises and remove therefrom all property thereon belonging to or placed on the Premises by, at the direction of, or with consent of Tenant within ten (10) days of receipt by Tenant of such notice from Landlord, whereupon Landlord shall have the right to re-enter and take possession of the Premises.
- iii) Landlord, with or without terminating this Lease, may immediately or at any time thereafter, re-enter the Premises and remove therefrom Tenant and all property belonging to or placed on the Premises by, at the direction of, or with consent of Tenant. Any such re-entry and removal by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord.
- iv) Landlord, with or without terminating this Lease, may immediately or at any time thereafter relet the Premises or any part thereof for such time or times, at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, and Landlord may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such reletting; and Tenant shall pay all costs of such reletting including but not limited to the cost of any such alterations and repairs to the Premises, attorneys' fees, leasing inducements, and brokerage commissions; and if this Lease shall not have been terminated, Tenant shall continue to pay all rent and all other charges due under this lease up to and including the date of beginning of payment of rent by any subsequent tenant of part or all of the Premises, and thereafter Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the rent and other charges collected from any such subsequent tenant or tenants and the rent and other charges reserved in this Lease, but Tenant shall not be entitled to

receive any excess of any such rents collected over the rents reserved herein.

- v) Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination; upon such termination Landlord shall recover from Tenant all damages Landlord may suffer by reason of such termination including, without limitation, unamortized sums expended by Landlord for leasing commissions and construction of tenant improvements, all arrearages in rentals, costs, charges, additional rentals, and reimbursements, the cost (including court costs and attorneys' fees) of recovering possession of the Premises, the cost of any alteration of or repair to the Premises which is necessary or proper to prepare the same for reletting and, in addition thereto, Landlord at its election shall have and recover from Tenant either (A) an amount equal to the excess, if any, of the total amount of all rents and other charges to be paid by Tenant for the remainder of the term of this Lease over the then reasonable rental value of the Premises for the remainder of the term of this Lease, or (B) the rents and other charges which Landlord would be entitled to receive from Tenant pursuant to the provisions of subsection (iv) if the Lease were not terminated. Such election shall be made by Landlord by serving written notice upon Tenant of its choice of one of the two said alternatives within thirty (30) days of the notice of termination.
- vi) The exercise by Landlord of any one or more of the rights and remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other rights and remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner and are in addition to any other rights provided for or allowed by law or in equity.
- vii) No act by Landlord with respect to the Premises shall terminate this Lease, including, but not limited to, acceptance of the keys, institution of an action for detainer or other dispossessory proceedings, it being understood that this Lease may only be terminated by express written notice from Landlord to Tenant, and any reletting of the Premises shall be presumed to be for and on behalf of Tenant, and not Landlord, unless Landlord expressly provides otherwise in writing to Tenant.

c. If Landlord fails to perform obligations required of Landlord within the period of time specified herein or, if no period of time is specified herein, then within a reasonable time not exceeding thirty (30) days after written notice by Tenant to Landlord, Tenant may exercise any remedies available to Tenant under Tennessee law. In the case of an emergency, Tenant shall have the right to make such temporary, emergency repairs as may be reasonably necessary to prevent such damage to the equipment, inventory or property of Tenant situated in the

Premises, or such injury to persons (even if Landlord otherwise bears the obligation to make such repairs under this Lease). The reasonable documented cost of Tenant's performance in order to cure a Landlord default, or carry out emergency repairs, shall be paid by Landlord to Tenant within thirty (30) days after demand.

25. Late Payments . In the event any installment of any Rental owed by Tenant hereunder is not paid when due, Tenant shall pay a late charge equal to the greater of \$100.00 or five percent (5%) of the amount due; provided, however, Landlord agrees to waive the foregoing late fee with respect to the first instance of delinquency, provided that Tenant cures such delinquency within five (5) days after receipt of written notice thereof. The parties agree that such charge is a fair and reasonable estimate of Landlord's administrative expense incurred on account of late payment. Should Tenant make a partial payment of past due amounts, the amount of such partial payment shall be applied first to reduce all accrued and unpaid late charges, in inverse order of their maturity, and then to reduce all other past due amounts, in inverse order of their maturity.

26. Attorney's Fees . If either party defaults in the performance or observance of any of the terms, conditions, covenants or obligations contained in this Lease and the non-defaulting party obtains a judgment against the defaulting party, then the defaulting party agrees to reimburse the non-defaulting party for reasonable attorneys' fees incurred in connection therewith.

27. No Waiver of Rights . No failure or delay of Landlord to exercise any right or power given it herein or to insist upon strict compliance by Tenant of any obligation imposed on it herein and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by Landlord or any right it has herein to demand strict compliance with the terms hereof by Tenant. No waiver of any right of Landlord or any default by Tenant on one occasion shall operate as a waiver of any of Landlord's other rights or of any subsequent default by Tenant. No express waiver shall affect any condition, covenant, rule, or regulation other than the one specified in such waiver and then only for the time and in the manner specified in such waiver. No person has or shall have any authority to waive any provision of this Lease unless such waiver is expressly made in writing and signed by an authorized officer of Landlord.

28. Holding Over . In the event of holding over by Tenant after expiration or termination of this Lease without the written consent of Landlord, Tenant shall pay as rent for such holdover period one hundred twenty five percent (125%) of the Rental that would have been payable if this Lease had not so terminated or expired). No holding over by Tenant after the term of this Lease shall be construed to extend this Lease, and Tenant shall be deemed a tenant at will, terminable on five (5) days' notice from Landlord. In the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any other tenant to whom Landlord shall have leased all or any part of the Premises effective upon the termination of this Lease.

29.

Subordination.

a. This Lease and the rights of Tenant hereunder shall be and are hereby expressly made subject to and subordinate at all times to any deed of trust or mortgage (a "Mortgage") or ground lease now or hereafter existing on the Building, and to all amendments, modifications, renewals, extensions, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security thereof; provided, however, that the holder of the deed of trust or mortgage (the "Mortgagee") or the ground lessor, as applicable, shall, so long as no Event of Default has occurred, not disturb Tenant in its possession of the Premises. Upon request, Tenant agrees to execute and deliver to Landlord such further instruments consenting to or confirming the subordination of this Lease to the Mortgage or ground lease and containing such other provisions which may be reasonably requested in writing by Landlord, the Mortgagee or the ground lessor. Notwithstanding anything to the contrary contained herein, any Mortgagee may subordinate, in whole or in part, its Mortgage to this Lease without joinder of Tenant by sending Tenant notice in writing.

b. Tenant agrees that if Landlord defaults in the performance or observance of any covenant or condition of this Lease required to be performed or observed by Landlord hereunder, prior to exercising any remedies for such default, Tenant will give written notice specifying such default by certified or registered mail, postage prepaid, to any Mortgagee or any ground lessor of which Tenant has been notified in writing, and before Tenant exercises any right or remedy which it may have on account of any such default of Landlord, such party shall have a reasonable amount of time to cure such default of Landlord, including but not limited any time required to obtain possession of the mortgaged or leased estate. Whether or not any Mortgage is foreclosed or any ground lease is terminated, or any Mortgagee or ground lessor succeeds to any interest of Landlord under this Lease, no Mortgagee or ground lessor shall have any liability to Tenant for any security deposit paid to Landlord by Tenant hereunder, unless such security deposit has actually been received by such Mortgagee or ground lessor. No Mortgagee or ground lessor of which Tenant has been notified, in writing, shall be bound any amendment or modification of this Lease made without the written consent of such Mortgagee or ground lessor, nor shall any such party be liable for any defaults of Landlord under this Lease.

30. Estoppel Certificate. Tenant agrees that, from time to time upon request by Landlord, or any existing or prospective Mortgagee or ground lessor, Tenant will complete, execute and deliver a written estoppel certificate certifying (a) that this Lease is unmodified and is in full force and effect (or if there have been modifications, that this Lease, as modified, is in full force and effect and setting forth the modifications); (b) the amounts of the monthly installments of Base Rental, Additional Rental and other sums then required to be paid under this Lease by Tenant; (c) the date to which the Base Rental, Additional Rental and other sums required to be paid under this Lease by Tenant have been paid; (d) that Landlord is not in default under any of the provisions of this Lease, or if in default, the nature thereof in detail and what is required to cure same; and (e) such other information concerning the status of this Lease or the parties' performance hereunder reasonably requested by Landlord or the party to whom such estoppel certificate is to be addressed.

31. Sublease or Assignment by Tenant .

a. The Tenant shall not, without the Landlord's prior written consent, which will not be unreasonably withheld, (i) assign, convey, mortgage, pledge, encumber, or otherwise transfer (whether voluntarily, by operation of law, or otherwise) this Lease or any interest hereunder; (ii) allow any lien to be placed upon Tenant's interest hereunder; (iii) sublet the Premises or any part thereof; or (iv) permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant. Any attempt to consummate any of the foregoing without Landlord's consent shall be void and of no force or effect. For purposes hereof, the transfer of the ownership or voting rights in a controlling interest of the voting stock of Tenant (if Tenant is a corporation) or the transfer of a general partnership interest or a majority of the limited partnership or membership interest in Tenant (if Tenant is a partnership or limited liability company), at any time throughout the term of this Lease, shall be deemed to be an assignment of this Lease.

b. For any proposed assignment or subletting Tenant shall submit to Landlord a copy of the proposed sublease or assignment, and such additional information concerning the business, reputation and creditworthiness of the proposed sublessee or assignee as shall be sufficient to allow Landlord to form a commercially reasonable judgment with respect thereto. If Landlord approves any proposed sublease or assignment, Landlord shall receive from Tenant as additional rent hereunder fifty percent (50%) of any rents or other sums received by Tenant pursuant to said sublease or assignment in excess of the rentals payable to Landlord by Tenant under this Lease (after deducting all of Tenant's reasonable costs associated therewith, including reasonable brokerage fees and the reasonable cost of remodeling or otherwise improving the Premises for said sublessee or assignee), as such rents or other sums are received by Tenant from the approved sublessee or assignee. Landlord may require that any rent or other sums paid by a sublessee or assignee be paid directly to Landlord.

c. Notwithstanding the giving by Landlord of its consent to any subletting, assignment or occupancy as provided hereunder or any language contained in such lease, sublease or assignment to the contrary, unless this Lease is expressly terminated by Landlord, Tenant shall not be relieved of any of Tenant's obligations or covenants under this Lease and Tenant shall remain fully liable hereunder.

d. Notwithstanding anything herein to the contrary, Tenant may, upon notice to Landlord and with Landlord's prior written consent which consent shall not be unreasonably withheld, assign this Lease or sublease all or a portion of the Premises to another nonprofit organization that is related to Tenant, or is organized for the same or related purposes to those of Tenant; provided, however (a) no such transfer shall release Tenant from any obligations or liability hereunder, and (b) no such assignment shall be effective and valid unless and until the assignee executes and delivers to Landlord any and all documentation reasonably required by Landlord in order to evidence assignee's assumption of all obligations of Tenant hereunder.

32. Quiet Enjoyment . Landlord covenants that Tenant shall and may peacefully have, hold and enjoy the Premises free from hindrance by Landlord or any person claiming by, through or under Landlord but subject to the other terms hereof, provided that Tenant pays the Rental and other sums herein recited to be paid by Tenant and performs all of

Tenant's covenants and agreements herein contained. It is understood and agreed that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and its successors only with respect to breaches occurring during the ownership of the Landlord's interest hereunder.

33. Landlord's Relocation Right. Not applicable.

34. Assignment by Landlord. Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder, in the Premises and the Building, and in such event and upon such transfer no further liability or obligation shall thereafter accrue against Landlord hereunder.

35. Limitation of Landlord's Personal Liability. Tenant specifically agrees to look solely to Landlord's equity interest in the Building for the recovery of any monetary judgment against Landlord, it being agreed that Landlord (and its partners, members and shareholders) shall never be personally liable for any such judgment. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest or any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Landlord.

36. Force Majeure. Landlord and Tenant (except with respect to the payment of Rental or any other monetary obligation under this Lease) shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease when prevented from so doing by a cause or causes beyond the Landlord's or Tenant's (as the case may be) control (excluding financial inability to perform), which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, acts of God, or any other cause not within the reasonable control of Landlord or Tenant (as the case may be).

37. Surrender of Premises. Upon the termination of this Lease by lapse of time or otherwise or upon the earlier termination of Tenant's right of possession, Tenant shall quit and surrender possession of the Premises to Landlord, broom clean, in the same condition as upon delivery of possession to Tenant hereunder, normal wear and tear excepted. Before surrendering possession of the Premises, Tenant shall, without expense to Landlord, remove all signs, furnishings, equipment, trade fixtures, merchandise and other personal property installed or placed in the Premises and all debris and rubbish, and Tenant shall repair all damage to Premises resulting from such removal. If Tenant fails to remove any of the signs, furnishings, equipment, trade fixtures, merchandise and other personal property installed or placed in the Premises by the expiration or termination of this Lease, then Landlord may, at its sole option, (i) treat Tenant as a holdover, in which event the provisions of this Lease regarding holding over shall apply; (ii) deem any or all of such items abandoned and the sole property of Landlord; or (iii) remove any and all such items and dispose of same in any manner. Tenant shall pay Landlord on demand any and all reasonable, out-of-pocket expenses incurred by Landlord in the removal of such items, including, without limitation, the cost of repairing any damage to the

Premises or the Building caused by such removal and storage charges (if Landlord elects to store such property).

38. Notices . Any notice or other communications required or permitted to be given under this Lease must be in writing and shall be effectively given or delivered if (a) hand delivered to the addresses for Landlord and Tenant stated below, (b) sent by certified or registered United States Mail, return receipt requested, to said addresses, or (c) sent by nationally recognized overnight courier (such as Federal Express, UPS Next Day Air or Airborne Express), with all delivery charges paid by the sender and signature required for delivery, to said address. Any notice mailed shall be deemed to have been given upon receipt or refusal thereof. Notice effected by hand delivery shall be deemed to have been given at the time of actual delivery. Either party shall have the right to change its address to which notices shall thereafter be sent and the party to whose attention such notice shall be directed by giving the other party notice thereof in accordance with the provisions of this Section.

Landlord:

Donelson Corporate Centre, L.P.
c/o SmartSpace, LLC
2900 Lebanon Road, Suite 200
Nashville, TN 37214

with a copy to:

Scott Fielding
Sherrard & Roe, PLC
424 Church Street, Suite 2000
Nashville, Tennessee 37219

Tenant:

STRIVE Collegiate Academy
209 10th Avenue South, Suite 416
Nashville, TN 37203
Attention: LaKendra Butler

with a copy to:

Waller Lansden Dortch & Davis, LLP
511 Union St., Suite 2700
Nashville, TN 37219
Attn: Justin W. Leach

39.

Miscellaneous .

a. This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord, and shall be binding upon and inure to the benefit of Tenant, its successors, and, to the extent assignment may be expressly permitted by Landlord hereunder, Tenant's assigns.

b. All rights and remedies of Landlord and Tenant under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed by law. This Lease is declared to be a Tennessee contract, and all of the terms hereof shall be construed according to the laws of the State of Tennessee.

c. This Lease may not be altered, changed or amended, except by an instrument in writing executed by all parties hereto.

d. If Tenant is a corporation, partnership, limited liability company or other entity, Tenant warrants that all consents or approvals required of third parties (including but not limited to its Board of Directors, partners or members) for the execution, delivery and performance of this Lease have been obtained and that Tenant has the right and authority to enter into and perform its covenants contained in this Lease.

e. To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this lease, the relationship of landlord and tenant, Tenant's use or occupancy of the Premises and/or any claim of injury or damage. In the event Landlord commences any proceedings for nonpayment of rent or any other amounts payable hereunder, Tenant shall not interpose any counterclaim of whatever nature or description in any such proceeding, unless the failure to raise the same would constitute a waiver thereof. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action brought by Tenant.

f. If any term or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and shall be enforceable to the extent permitted by law.

g. Time is of the essence in this Lease.

h. Tenant represents and warrants to Landlord that Tenant did not deal with any broker in connection with this Lease, except for Southeast Venture, LLC, to whom Landlord shall pay a commission pursuant to a separate agreement. Tenant shall indemnify, defend and hold Landlord harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses (including, without limitation, court costs, reasonable attorneys' fees and litigation expenses) arising from any claims or demands of any other broker or brokers or finders for any commission alleged to be due any other brokers or finders claiming to have dealt with Tenant in connection with this Lease or with whom Tenant hereafter deals or whom Tenant

employs.

i. If Tenant comprises more than one person, corporation, partnership, limited liability company or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

j. Landlord's receipt of any Rental payable by Tenant hereunder with knowledge of the breach of a covenant or agreement contained in this Lease shall not be deemed a waiver of the breach. No acceptance by Landlord of a lesser amount than the installment of Rental which is due shall be considered, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed, an accord and satisfaction. Landlord may accept a check or payment without prejudice to Landlord's right to recover the balance due or to pursue any other remedy provided in this Lease.

k. Submission of this instrument for examination shall not constitute a reservation of or option to lease the Premises or in any manner bind either party, and no lease or obligation on either party shall arise until this instrument is signed and delivered by Landlord and Tenant.

l. Any claim, cause of action, liability or obligation arising under the term of this Lease and under the provisions hereof in favor of a party hereto against or obligating the other party hereto and all of the parties' indemnification obligations hereunder shall survive the expiration or any earlier termination of this Lease.

m. Landlord hereby grants Tenant exclusive use of a portion of the parking lot nearby to Building One, as reflected on the site plan attached hereto as Exhibit G ("Tenant's Recreation Area"), where Tenant may locate a portable basketball goal and the students can take recess and physical education activities on a daily basis each weekday. Landlord and Tenant shall also work cooperatively to facilitate the use of the nearby Fellowship Church (Two Rivers) indoor recreation space.

40. Right of First Refusal. Emdeon has a rolling Right of First Refusal ("ROFR") and a rolling right of first offer ("ROFO") on all space in the Project, and Landlord represents to Tenant that Emdeon has waived those rights with respect to the Premises. Subject to these pre-existing rights, Tenant shall have an ongoing ROFR on contiguous space in the Building.

41. Access. Tenant shall be permitted to access the Premises during the term of this Lease on a twenty-four (24) hours per day, seven (7) days per week basis for non instructional purposes

42. Bus Service. Tenant shall be permitted, at Tenant's sole cost, to perform or arrange for bus drop-off and pickup service at the Building each day during the term of this Lease, provided that Landlord receives insurance certificates from Tenant's transportation provider satisfactory to Landlord's liability insurance carrier setting forth Landlord as an additional insured.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Lease as of the date aforesaid.

LANDLORD:

Donelson Corporate Centre, L.P.

By: JS Development, LLC

Its: General Partner

By:  _____

Floyd Shechter

Title: Managing Member

TENANT:

Lakendra Butler

STRIVE Collegiate Academy, Inc.

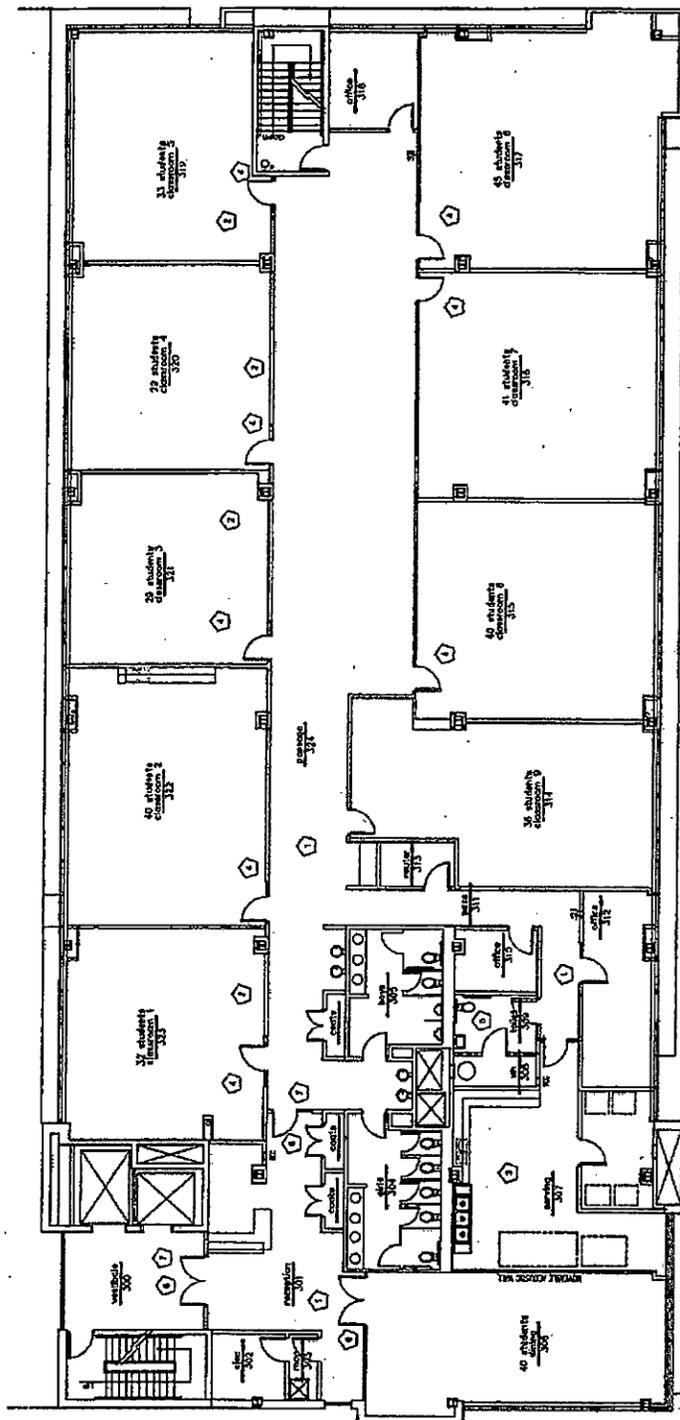
By:  _____

Title: Executive Director

EXHIBIT A-1 — DESCRIPTION OF LAND

4839-6312-7842.3
043530-002 03/09/15

EXHIBIT A-2 — FLOOR PLAN OF PREMISES



leasform1
03/09/15

EXHIBIT B —TENANT'S WORK

WORK LETTER AGREEMENT

This Work Letter Agreement (this "WORK LETTER") is made and entered into as of this 26th day of March, 2015, by and between Donelson Corporate Centre, L.P. ("Landlord"), and STRIVE Collegiate Academy, Inc., a Tennessee Corporation ("Tenant") under the following circumstances:

A. Landlord and Tenant are entering into a Lease of even date herewith (the "Lease") relating to space in a building owned by Landlord, known as Donelson Corporate Centre, Building One Suite 300, having a street address of 3055 Lebanon Pike, Donelson, Tennessee (the "Building"); and

B. Landlord and Tenant desire entering into this Work Letter for the purpose of setting forth their agreements relating to the design and construction of the tenant improvements in such space.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Tenant Improvements to Designated Space.

(a) Tenant shall install, furnish and construct in a prompt, good and workmanlike manner, the interior partitions, finishes and other tenant improvement work (the "Tenant Improvements") in and for the Demised Premises in accordance with the "T.I. Plans and Specifications" to be produced in accordance with Section 2 herein below. It is intended that the Tenant Improvements will include and the T.I. Plans and Specifications will describe all work, labor, material, installations and construction required to produce in the entirety of the Demised Premises, on a "turnkey" basis, a completed space ready for use and occupancy as first class suite by Tenant, subject only to installation of furniture and equipment of Tenant. Landlord's obligation to fund the cost of Tenant Improvements shall be limited to an allowance of \$63,858.00 (the "T.I. Allowance"). Tenant shall not enter into any contract for the construction of the Tenant Improvements unless the proposed contractor has been approved by Landlord, which approval shall not be unreasonably withheld or delayed. The contractor that has been approved by Landlord is hereinafter referred to as the "Contractor" and the contract and contract documents approved by the Tenant are hereinafter referred to as the "Contract." The cost of the Tenant Improvements as set forth in the Contract shall be referred to as the "Contract Sum". In the event that the cost of the Tenant Improvements for the Demised Premises which has been approved by Landlord as aforesaid exceeds the sum equal to \$63,858.00, then the Tenant shall be responsible for the costs in excess of \$63,858.00.

(b) Tenant shall pay its share of the costs of the Tenant Finish Work as described above in Section 1 (a). Tenant's Share shall also include one hundred per cent of the cost of any change orders to the Contract Sum (whether increasing or decreasing the Contract Sum) approved in writing by Tenant. Landlord shall have the right to review each draw request for a Progress

Payment and any supporting documentation of each such draw request submitted by the Contractor to the Tenantor Project Architect.

2. **Space Plan and Specifications.** (a) On or before March ____, 2015, Tenant shall cause its consultant, Smith Gee Studio to prepare and deliver to Landlord draft floor plans and outline specifications for the Demised Premises and the Tenant Improvements. Landlord shall not unreasonably withhold or delay its approval of such floor plans and outline specifications. If Landlord has any objections or comments with respect to such draft floor plans and outline specifications, Landlord shall notify Tenant of such objections in writing within 5 (five) days after Landlord's receipt thereof or Landlord shall be deemed to have approved such draft floor plans and outline specifications. Tenant shall promptly cause the requested changes and modifications to be made to the floor plan and outline specifications, and shall promptly resubmit to Landlord the modified floor plan and outline specifications, which shall be subject to the same review, approval and modification procedures set for above. The final floor plans and outline specifications for the Demised Premises and the Tenant Improvements approved by Landlord shall hereinafter be referred to as the "**T.I. Outline Specifications.**"

(b) Following approval of the T.I. Outline Specifications, Tenant shall cause its project architect, Smith Gee Studio (the "**Project Architect**") to prepare and deliver to Landlord for Landlord's approval (which it shall not unreasonably withhold or delay) within ten (10) days after Landlord's approval of the T.I. Outline Specifications as set forth above in Section 2(a), any and all necessary construction documents for the Tenant Improvements in the Demised Premises, including but not limited to, 1/4" architectural, mechanical and electrical working drawings to scale together with specifications necessary to complete such Tenant Improvements. The construction documents will be prepared based upon the T.I. Outline Specifications, and shall in all material respects be consistent with the development of such T.I. Outline Specifications. If Tenant has any objections or comments with respect to such construction documents, working drawings and specifications, it shall notify Landlord and the Project Architect in writing such objections within five (5) days after receipt thereof or Tenant shall be deemed to have approved such documents, drawings and specifications. Landlord shall cause the Project Architect in writing to make the requested changes and modifications to the construction documents, working drawings and specifications, and shall resubmit to Tenant and the Review Architect the modified construction documents, working drawings and specifications, which shall be subject to the same review, approval and modification procedures set forth above. The final construction documents, working drawings and specifications for the Tenant Improvements approved by Tenant, shall be referred to as the "**T.I. Plans and Specifications.**" None of the T.I. Plans and Specifications may be changed or otherwise modified without the prior written consent of Tenant.

3. **Permits.** Tenant shall obtain and maintain all authorizations, approvals and permits required by any governmental entity for the Tenant Improvements described herein to be performed by Tenant. Landlord shall cooperate with Tenant in obtaining such authorizations, approvals or permits.

4. **Completion.** The Tenant Improvements shall be deemed complete when all of the following have occurred: (A) the Project Architect's certificate of Final Completion with respect to the Tenant Improvements shall have been delivered to Landlord and Tenant; (B) Tenant shall

have obtained and delivered to Landlord a Temporary Certificate of Occupancy for the Demised Premises from the governmental authority which has authority to issue such certificates in the jurisdiction wherein the Premises are located, which Temporary Certificate of Occupancy shall indicate that the Final Certificate of Occupancy will be issued in due course; and (C) Landlord and Tenant shall have accepted the Tenant Finish Work as being in substantial conformity with the T.I. Plans and Specifications and have executed a written acknowledgment of such acceptance setting forth the T.I. Completion Date (the "T.I. Completion Date Certificate"), excepting punch list items as defined below, which shall also be signed by Landlord.

5. Access Before Completion. Tenant shall have access to the Demised Premises in which Tenant Improvements are being performed prior to completion only for the purposes of inspecting Tenant's work, for the installation of Tenant's telephone, computer and audio/visual equipment or otherwise as agreed to by the parties in writing.

6. Punch List Work. Following issuance of the Project Architect's Certificate of Final Completion with respect to the Tenant Improvements, Landlord and Tenant may inspect the Tenant Improvements and prepare a punch list setting forth all incomplete, defective or other items of construction not in conformity to the T.I. Plans and Specifications and if such punch list is delivered to Tenant, Tenant shall complete or correct all items on the punch list within thirty (30) days of receipt thereof (or within a reasonable period of time if thirty(30) days is insufficient time during which to complete such item). In the event Tenant fails to complete or correct any or all items on the punch list as herein provided, Landlord may complete or correct any or all such items and Tenant shall reimburse Landlord for the cost thereof plus interest thereon within thirty (30) days after receipt from Landlord of written demand for such payment and in the event Tenant fails to reimburse Landlord for such cost and 12% interest within such thirty (30) day period, Landlord may pursue whatever remedies Landlord may have against Tenant. Tenant shall complete and correct each item set forth on the punch list even if the determination of whether the Tenant Improvements have been constructed in substantial conformity with the T.I. Plans and Specifications has been submitted to arbitration or litigation.

7. Defective Work. Tenant warrants to Landlord that (i) the Tenant Improvements will be constructed in accordance with the T.I. Plans and Specifications, (ii) all materials and equipment furnished will be new, unless otherwise specified, (iii) Tenant Improvements will be of good quality, free from faults and defects, and (iv) the Tenant Improvements shall be in full compliance with all applicable laws, codes and regulations, including by way of example, but not as a limitation, environmental, zoning, building and land use laws, codes and regulations. Without limiting the generality of the foregoing, if within one year after the date of substantial completion of all the Tenant Improvements, or within such longer period of time as may be prescribed by law or the terms of any applicable warranty required by the T.I. Plans and Specifications, the Tenant Improvements or any part or element of either is found to be defective or not in accordance with the T.I. Plans and Specifications, Landlord shall correct same within 30 days after receipt of written notice from Tenant to do so or a longer reasonable period if such correction cannot reasonably be completed within a 30-day period, unless Landlord has previously given Tenant a written acceptance of such condition. Unless such condition is specifically referred to and accepted in a written instrument delivered to Tenant, acceptance by Landlord of the Tenant Improvements pursuant to the lease shall not be deemed to be written acceptance of any such condition.

LANDLORD:

Donelson Corporate Centre, L.P.

By: JS Development, LLC,
its General Partner

By: _____


Floyd Shechter

TENANT:

STRIVE Collegiate Academy, Inc.

By: _____



Title: Executive Director

EXHIBIT C — COMMENCEMENT DATE AGREEMENT

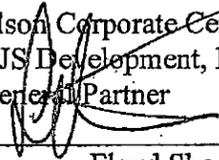
This Agreement is made and entered into as of the _ day of March, 2015 between Donelson Corporate Centre, L.P. ("Landlord") STRIVE Collegiate Academy, Inc., a Tennessee Corporation ("Tenant"), and shall be attached to and made a part of that certain Lease between Landlord and Tenant dated March 26, 2015 (the "Lease"). Pursuant to the provisions of the Lease, Landlord and Tenant intending to be legally bound hereby, agree to the following:

- b. The Commencement Date of the Lease occurred on the 1st day of July, 2015.

- b. Tenant agrees that, as of and through the date hereof, Landlord has fully and timely complied with and performed each and every of its obligations as set forth in the Lease and that Tenant has no claims or causes of action against Landlord whatsoever and has no right to any setoffs against any and all sums due Landlord.

IN WITNESS WHEREOF, the parties have duly executed this supplement to the Lease as of the day and year first above written

LANDLORD:

Donelson Corporate Centre, L.P.
By: JS Development, LLC
Its: General Partner
By: 
Floyd Shechter
Title: Managing Member

TENANT:

STRIVE Collegiate Academy, Inc.
By: 
Title: Executive Director

EXHIBIT D — BASE RENTAL

<u>Year</u>	<u>Per Square Foot</u>	<u>Per Annum</u>	<u>Per Month</u>
1	\$18.00	\$214,938.00	\$17,911.50
2	\$18.45	\$220,311.45	\$18,359.29

EXHIBIT E — BUILDING SERVICES

Landlord will furnish building standard air conditioning and heating between 7 a.m. and 8 p.m. on weekdays*** (from Monday through Friday, inclusive) and between 8 a.m. and 1:00 p.m. on Saturdays, all exclusive of Holidays as defined below (the "Building Operating Hours"). Upon request of Tenant made in accordance with the rules and regulations for the Building, Landlord will furnish air conditioning and heating at other times (that is, at times other than the times specified above), in which event Tenant shall reimburse Landlord for Landlord's actual cost of furnishing such services, which is estimated to be \$12.00 per hour.

The following dates shall constitute "Holidays" as said term is used in this Lease:

- (a) New Year's Day
- (b) Memorial Day
- (c) Independence Day
- (d) Labor Day
- (e) Thanksgiving Day
- (f) Friday following Thanksgiving Day
- (g) Christmas

(h) Any other holiday generally recognized as such by landlords of office space in the Metropolitan Nashville, Tennessee office market, as determined by Landlord in good faith.

If in the case of any holiday described in (a) through (h) above, a different day shall be observed than the respective day above-described, then that day which constitutes the day observed by national banks in Nashville, Tennessee on account of such holiday shall constitute the holiday under this Lease.

*** Landlord will work cooperatively with Tenant to provide utilities and HVAC on those occasional evenings when Parent/Teacher/Administrator conferences and similar activities are required to take place.

EXHIBIT F — BUILDING RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be used for the disposal of trash, be obstructed by tenants, or be used by tenants for any purpose other than entrance to and exit from the Premises and for going from one part of the Building to another part of the Building.
2. Plumbing fixtures shall be used only for the purposes for which they are designed, and no sweepings, rubbish, rags or other unsuitable materials shall be disposed into them. Damage resulting to any such fixtures from misuse by a tenant shall be the liability of said tenant.
3. Signs, advertisements, or notices visible in or from public corridors or from outside the Building shall be subject to Landlord's prior written approval.
4. Movement in or out of the Building of furniture, office equipment, or any other bulky or heavy materials shall be restricted to such hours as Landlord shall reasonably designate. Landlord will determine the method and routing of said items so as to ensure the safety of all persons and property concerned. Advance written notice of intent to move such items must be made to the Building management office.
5. All routine deliveries to a tenant's Premises during 8:00 a.m. to 5:00 p.m. weekdays shall be made through the freight elevators. Passenger elevators are to be used only for the movement of persons, unless an exception is approved by the Building management office. Delivery vehicles shall be permitted only in such areas as are designated by Landlord, from time to time, for deliveries to the Building.
6. Building management shall have the authority to prescribe the manner that heavy furniture and equipment is positioned.
7. Corridor doors, when not in use, shall be kept closed.
8. All freight elevator lobbies are to be kept neat and clean. The disposal of trash or storage of materials in these areas is prohibited.
9. No animals shall be brought into or kept in, on or about the Building, except for seeing-eye dogs.
10. Tenant will comply with all security procedures during business hours and after hours and on weekends.
11. Tenants are requested to lock all office doors leading to corridors and to turn out

all lights at the close of their working day.

12. All requests for overtime air conditioning or heating must be submitted in writing to the Building management office by 2:00 p.m. on the day desired for weekday requests, by 2:00 p.m. Friday for weekend requests and by 2:00 p.m. on the preceding business day for holiday requests.
13. No flammable or explosive fluids or materials shall be kept or used within the Building except in areas approved by Landlord, and Tenant shall comply with all applicable building and fire codes relating thereto.
14. Tenant may not make any modifications, additions or repairs to the Premises and may not install any furniture, fixtures or equipment in the Premises that is in violation of any applicable building and/or fire code governing the Premises or the Building.
15. All vending machines located within the demised premises shall be operated and maintained by Landlord's approved food and beverage vendors.
16. Except in those areas designated by Landlord, if any, smoking is prohibited in the Building (including, but not limited to, the Premises, the main building lobby, public corridors, elevator lobbies, service elevator vestibules, stairwells, restrooms and other common areas within the Building).
17. There shall be no food or beverage vending permitted in the demised premises other than by Landlord's approved vendors.

Landlord reserves the right to rescind any of these rules and regulations and to make such other and further rules and regulations as in its reasonable judgment shall, from time to time, be required for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees and invitees. Such rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed.

DONELSON CORPORATE CENTRE
FIRST AMENDMENT TO OFFICE LEASE AGREEMENT

THIS FIRST AMENDMENT TO OFFICE LEASE AGREEMENT ("Amendment") is made as of June 30th, 2017, by and between Donelson Corporate Centre, L.P., a Tennessee limited partnership ("Landlord") and STRIVE Collegiate Academy, Inc., a Tennessee Corporation ("Tenant"), under the following circumstances:

WHEREAS, Landlord and Tenant executed that certain Office Lease Agreement, dated March 26, 2015 (the "Original Lease," as amended by this Amendment, the "Lease"), for approximately 11,941 square feet of Net Rentable Area located in Building One of the Donelson Corporate Centre, Suite 300, located at 3055 Lebanon Road, in Davidson County, Tennessee ("Building One");

WHEREAS, Landlord and Tenant wish to amend the Original Lease to expand the Premises, extend the term, agree upon the rent that Tenant shall pay during the extended term, and amend such other terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the Premises and the agreements and covenants hereinafter set forth, Landlord and Tenant agree and acknowledge that the Original Lease is amended as follows:

1. Defined Terms. Any capitalized term not expressly defined in this Amendment shall have the definition for such term set forth in the Original Lease.

2. Leased Premises.

a. Bridge Year. During the first year of the extended term of the Lease (July 1, 2017 – July 31, 2018, the "Bridge Year"), the Premises shall consist of eleven thousand nine hundred and forty one (11,941) square feet of Net Rentable Area in Building One, plus an additional six thousand three hundred seventy (6,370) square feet of Net Rentable Area in a freestanding modular building, to be delivered by Landlord to Tenant by July 31, 2017, for a total of eighteen thousand three hundred and eleven (18,311) square feet of Net Rentable Area during the remainder of the Bridge Year (the "Bridge Year Premises").

b. Expansion Term. Beginning on August 1, 2018 and ending on June 30, 2028 (the "Expansion Term"), the Premises shall consist of thirty two thousand five hundred and fifty one (32,551) square feet of Net Rentable Area on the second and third floor of Building Two of the Donelson Corporate Centre, located at 3055 Lebanon Road, in Davidson County, Tennessee (the "Expansion Premises").

3. Term. The term of the Lease as amended by this Amendment shall be extended by one hundred thirty-two (132) months, expiring at 6:00 P.M. on June 30, 2028. The "Commencement Date" of the extended term shall be July 1, 2017.

4. Rent. Tenant shall pay Base Rental for the Premises as set forth below:

Year	Per Square Foot	Per Annum	Per Month
7/1/17 – 7/31/17	\$20.00	\$238,820.00	\$19,901.67
8/1/17 – 7/31/18	\$20.00	\$366,220.00	\$30,518.33
8/1/18 – 6/30/19	\$23.00	\$748,673.00	\$62,389.42

7/1/19 – 6/30/20	\$23.58	\$767,389.83	\$63,949.15
7/1/20 – 6/30/21	\$24.16	\$786,574.57	\$65,547.88
7/1/21 – 6/30/22	\$24.77	\$806,238.93	\$67,186.58
7/1/22 – 6/30/23	\$25.39	\$826,394.91	\$68,866.24
7/1/23 – 6/30/24	\$26.02	\$847,054.78	\$70,587.90
7/1/24 – 6/30/25	\$26.67	\$868,231.15	\$72,352.60
7/1/25 – 6/30/26	\$27.34	\$889,936.93	\$74,161.41
7/1/26 – 6/30/27	\$28.02	\$912,185.35	\$76,015.45
7/1/27 – 6/30/28	\$28.72	\$934,989.99	\$77,915.83

5. Renewal Option. Provided that Tenant is not then in default of the terms of the Lease, Tenant shall have one (1) option to renew the term of the Lease, for an additional period of sixty (60) consecutive months at the then prevailing market rental rate, by providing Landlord notice of Tenant's intent to renew not less than nine (9) months prior to the end of the extended term under this Amendment. The base year for Operating Expenses shall be increased to the year in which the renewal occurs. All other terms and conditions of the Lease shall remain unchanged during the option period excepting only the Base Rental and Additional Rental and no further options to renew. Market rental rates shall be determined by agreement of the parties. Should the parties fail to agree on a rate ninety (90) calendar days prior to the start of the renewal term, then each party shall select a qualified MAI appraiser and these two appraisers shall together select a third MAI appraiser. The average of the three appraisers' rates shall then be selected as the market rate.

6. Additional Rental. During the Bridge Year, 2015 shall remain the base year for Operating Expenses. During the Expansion Term, Landlord shall absorb and be responsible for paying Operating Expenses during Calendar Year 2018 (the "Expense Stop"). "Additional Rental" for the Premises for any calendar year after 2018 shall mean Tenant's Percentage Share of the Operating Expenses for such calendar year in excess of the Expense Stop. "Tenant's Percentage Share" shall mean a fraction, the numerator of which is the total number of square feet of Net Rentable Area within the Premises (32,551 square feet) and the denominator of which is the total square footage of all Net Rentable Area in Donelson Corporate Centre (238,815 square feet), adjusted to reflect ninety five percent (95%) occupancy or actual occupancy, whichever is higher. Controllable Expenses will be capped at five percent (5%). As used herein, the term "Controllable Expenses" means all Operating Expenses other than taxes, insurance, utilities, and weather-related expenditures. All other terms and conditions applicable to the Additional Rental as set forth in Paragraphs 5(a)-(c) of the Original Lease shall apply in the same full force and effect to the Additional Rental as set forth in this Amendment.

7. Commission. Tenant and Landlord each represents and warrants to the other that such party has dealt with no broker, finder or similar agent in connection with this Amendment other than Southeast Venture, LLC, Tenant's broker (the "Broker"). Landlord shall pay any commissions due to the Broker pursuant to separate agreement between Landlord and the Broker. Tenant and Landlord each agrees that it shall indemnify the other from and against any claim made by any other broker or agent claiming to have dealt with the indemnifying party in connection with this Amendment (including reasonable attorneys' fees and court costs).

8. Leasehold Improvements and Tenant Improvement Allowance. Landlord shall acquire and install the freestanding modular building containing the additional 6,370 square feet of Net Rentable Area for Tenant's occupancy by July 31, 2017, at Landlord's sole cost and expense. If Landlord has not delivered possession of the freestanding modular building to Tenant by July 31, 2017, (i) Base Rental and Additional Rental for the freestanding modular unit shall abate for each day beyond July 31, 2017 until Landlord has delivered possession of the freestanding modular building to Tenant, and (ii) Landlord shall provide alternative space acceptable to Tenant during such delay, provided that Tenant's rent obligations with respect to such alternative space during any such delay shall be proportionate to the square footage actually delivered by Landlord. Landlord shall also provide a turnkey buildout to the Expansion Premises, as described in the Landlord Work Letter attached as Exhibit A, by August 1, 2018. Landlord shall use all reasonable efforts to achieve an earlier delivery date. The turnkey buildout for the Expansion Premises shall be based on fit and finish materials substantially equivalent to the materials in the Bridge Year Premises on the third floor of Building One. Landlord's cost for the turnkey buildout shall not exceed Fifty Five and No/100 Dollars (\$55.00) per square foot for the Expansion Premises, which amount shall include the cost of the freestanding modular building for the Bridge Year and all soft costs associated with design and production of construction documents for the Expansion Premises from Tenant's architect, such soft costs not to exceed \$2.00 per square foot. The turnkey buildout will not include low voltage wiring or Tenants' furniture, fixtures, and equipment. Tenant shall deliver to Landlord detailed construction drawings for the turnkey buildout of the Expansion Premises no later than September 30, 2017. If Landlord has not delivered possession of the Expansion Premises to Tenant by August 1, 2018, (i) Base Rental and Additional Rental for the Expansion Premises shall abate for each day beyond August 1, 2018 until Landlord has delivered possession of the Expansion Premises to Tenant, and (ii) Landlord shall provide alternative space acceptable to Tenant during such delay, provided that Tenant's rent obligations with respect to such alternative space during any such delay shall be proportionate to the square footage actually delivered by Landlord.

9. Security. In addition to the Building Standard Services referenced in the Original Lease, Landlord shall furnish magnetic locking proximity card reader systems on the entrances to Building Two.

10. Additional Recreational Space. Tenant shall maintain its access to and use of the parking lot nearby to Building One during the Bridge Year, as referenced in paragraph 39(m) of the Original Lease. At the beginning of the Expansion Term, Landlord revokes Tenant's access to and use of the parking lot nearby to Building One, and Landlord grants Tenant exclusive use of the parking lot on the south side of Building Two, where Tenant may locate a portable basketball goal and the students can take recess and physical educational activities on a daily basis each weekday.

11. Financial Disclosures. Within one hundred eighty (180) days of the close of its fiscal year, Tenant shall provide Landlord its annual audited financial statements from the prior year.

12. Notices. Landlord's address for any notice or other communications required or permitted to be given under the Lease is:

Donelson Corporate Centre, L.P.
c/o SmartSpace, LLC
2900 Lebanon Road, Suite 200
Nashville, Tennessee 37214

With a copy to:

Waypoint Law PLLC
Attn: Mark Donnell
227 15th Avenue North
Nashville, Tennessee 37203

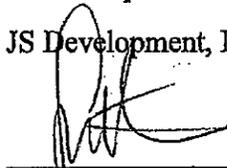
13. Continuing Effect; Conflict. Except as amended hereby, the terms and conditions of the Original Lease shall remain in full force and effect, and this Amendment shall be deemed part of the Lease. In the event of a conflict between the terms of this Amendment and the terms of the Original Lease, the terms of this Amendment shall control.

THIS AMENDMENT is signed and is effective as of the date first above written.

LANDLORD:

Donelson Corporate Centre, L.P.

By: JS Development, LLC, general partner

By: 

Floyd Shechter, Managing Member

TENANT:

STRIVE Collegiate Academy, Inc.

By: 

Name: Latendra Butler

Title: School Leader

EXHIBIT A

WORK LETTER AGREEMENT

309 This Work Letter Agreement (this "**Work Letter**") is made and entered into as of this day of June, 2017, by and between Donelson Corporate Centre, L.P. ("**Landlord**"), and STRIVE Collegiate Academy, Inc., a Tennessee Corporation ("**Tenant**"), under the following circumstances:

A. Landlord and Tenant executed that certain Office Lease Agreement, dated March 26, 2015 (the "**Original Lease**," as amended, the "**Lease**"), for approximately 11,941 square feet of Net Rentable Area located in Building One of the Donelson Corporate Centre, Suite 300, located at 3055 Lebanon Road, in Davidson County, Tennessee ("**Building One**").

B. Landlord and Tenant are entering into the First Amendment to Office Lease Agreement ("**Amendment**") of even date herewith, to expand the Premises, extend the term, agree upon the rent that Tenant shall pay during the extended term, and amend such other terms and conditions as set forth in the Amendment.

C. Landlord and Tenant are entering into this Work Letter for the purpose of setting forth their agreements relating to the design and construction of the tenant improvements in the Expansion Premises, as defined in the Amendment.

D. Any capitalized term not expressly defined in this Work Letter shall have the definition for such term set forth in the Lease and Amendment.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Landlord Improvements to Expansion Premises.**

(a) Landlord shall install, furnish and construct in a prompt, good and workmanlike manner, the interior partitions, finishes and other tenant improvement work (the "**Tenant Improvements**") in and for the Expansion Premises in accordance with the "T.I. Plans and Specifications" to be produced in accordance with Section 2 herein below. It is intended that the Tenant Improvements will include and the T.I. Plans and Specifications will describe all work, labor, material, installations and construction required to produce in the entirety of the Expansion Premises, on a "turnkey" basis, a completed space ready for use and occupancy by Tenant, subject only to installation of furniture and equipment of Tenant. Landlord's obligation to fund the cost of Tenant Improvements shall be limited to an allowance of Fifty Five and No/100 Dollars (\$55.00) per square foot for the Expansion Premises \$1,790,305.00 (the "**T.I. Allowance**"), subject to the provisions of Section 1(c) below, which amount shall include the cost of the freestanding modular building for the Bridge Year and all soft costs associated with design and production of construction documents for the Expansion Premises from Tenant's architect, such soft costs not to exceed \$2.00 per square foot. The turnkey buildout will not include low voltage wiring or Tenant's furniture, fixtures, and equipment. Landlord shall not enter into any contract for the construction of the Tenant Improvements unless the proposed contractor has been approved by Tenant, which approval shall not be unreasonably withheld or delayed. The contractor that has been approved by

Tenant is hereinafter referred to as the "Contractor" and the contract and contract documents approved by the Tenant are hereinafter referred to as the "Contract." The cost of the Tenant Improvements as set forth in the Contract shall be referred to as the "Contract Sum". In the event that the cost of the Tenant Improvements for the Expansion Premises which has been approved by Tenant as aforesaid exceeds the sum equal to \$1,790,305.00, then the Tenant shall be responsible for the costs in excess of \$1,790,305.00 ("Excess Costs"), subject to Section 1(c) below.

(b) Tenant's Excess Costs shall also include one hundred per cent of the cost of any change orders to the Contract Sum (whether increasing or decreasing the Contract Sum) approved in writing by Tenant. Tenant shall have the right to review each draw request for a progress payment and any supporting documentation of each such draw request submitted by the Contractor to the Landlord or Project Architect.

(c) Landlord shall be responsible for and shall pay the cost of the Tenant Improvements, not to exceed the amount of the T.I. Allowance. Notwithstanding anything to the contrary herein, any (a) costs for improvements which are not shown on or described in the Contract unless otherwise approved by Tenant; (b) costs incurred due to the presence of Hazardous Materials in the Premises or the surrounding area; (c) attorneys' fees incurred in connection with negotiation of construction contracts, and attorneys' fees, experts' fees and other costs in connection with disputes with third parties; (d) interest and other costs of financing construction costs; (e) costs in excess of the Contract Sum incurred as a consequence of delay (unless the delay is caused by a Tenant change order), construction defects or default by a contractor; (f) costs recoverable by Landlord upon account of warranties and insurance; (g) restoration costs in excess of insurance proceeds as a consequence of casualties; (h) costs in excess of the Contract Sum resulting from wages, labor and overhead for overtime and premium time; (i) offsite management or other general overhead costs incurred by Landlord; (j) any construction management, profit and overhead charges; and (k) construction costs in excess of the Contract Sum, except for increases caused by Tenant change orders, shall be paid solely by Landlord and shall not be reimbursable from the T.I. Allowance. Tenant agrees to reimburse and pay Landlord for Tenant's Excess Costs, if any. Upon completion of any portion of the Tenant Improvements causing Excess Costs, Landlord shall provide Tenant with an accounting of such Excess Costs within thirty (30) days thereafter, and, Tenant shall pay such portion of such Excess Costs to Landlord within ten (10) business days after Tenant's receipt of Landlord's statement of such Excess Costs. In addition, within thirty (30) days following completion of the Tenant Improvements, Landlord shall provide a final accounting and reconciliation of all Excess Costs theretofore paid or incurred, and within ten (10) business days after Tenant's receipt of such statement and reconciliation of Excess Costs, Tenant shall pay to Landlord any Excess Costs (or Landlord shall credit to Tenant any overpayment by Tenant of Excess Costs). In the event of any dispute regarding the amount or whether such costs constitute Tenant Excess Costs for which Tenant is responsible, such dispute shall be resolved by agreement of an independent third-party architect selected by Landlord and Tenant, whose determination shall be final and binding on the parties.

2. Space Plan and Specifications.

(a) On or before September 20, 2017, Tenant shall cause its consultant, Lynes, Inc to prepare and deliver to Landlord draft floor plans and outline

specifications for the Expansion Premises and the Tenant Improvements. Landlord shall not unreasonably withhold or delay its approval of such floor plans and outline specifications. If Landlord has any objections or comments with respect to such draft floor plans and outline specifications, Landlord shall notify Tenant of such objections in writing within 5 (five) days after Landlord's receipt thereof or Landlord shall be deemed to have approved such draft floor plans and outline specifications. Tenant shall promptly cause the requested changes and modifications to be made to the floor plan and outline specifications, and shall promptly resubmit to Landlord the modified floor plan and outline specifications, which shall be subject to the same review, approval and modification procedures set for above. The final floor plans and outline specifications for the Expansion Premises and the Tenant Improvements approved by Landlord shall hereinafter be referred to as the "**T.I. Outline Specifications.**"

(b) Following approval of the T.I. Outline Specifications, Tenant shall cause its project architect, Lynes, Inc. (the "**Project Architect**") to prepare and deliver to Landlord for Landlord's approval (which it shall not unreasonably withhold or delay) within ten (10) days after Landlord's approval of the T.I. Outline Specifications as set forth above in Section 2(a), any and all necessary construction documents for the Tenant Improvements in the Expansion Premises, including but not limited to, ¼" architectural, mechanical and electrical working drawings to scale together with specifications necessary to complete such Tenant Improvements. The construction documents will be prepared based upon the T.I. Outline Specifications, and shall in all material respects be consistent with the development of such T.I. Outline Specifications. If Tenant has any objections or comments with respect to such construction documents, working drawings and specifications, it shall notify Landlord and the Project Architect in writing such objections within five (5) days after receipt thereof or Tenant shall be deemed to have approved such documents, drawings and specifications. Landlord shall cause the Project Architect in writing to make the requested changes and modifications to the construction documents, working drawings and specifications, and shall resubmit to Tenant and the Project Architect the modified construction documents, working drawings and specifications, which shall be subject to the same review, approval and modification procedures set forth above. The final construction documents, working drawings and specifications for the Tenant Improvements approved by Tenant, shall be referred to as the "**T.I. Plans and Specifications.**" None of the T.I. Plans and Specifications may be changed or otherwise modified without the prior written consent of Tenant.

3. **Permits.** Landlord shall obtain and maintain all authorizations, approvals and permits required by any governmental entity for the Tenant Improvements described herein to be performed by Landlord. Tenant shall cooperate with Landlord in obtaining such authorizations, approvals or permits.

4. **Completion.** The Tenant Improvements shall be deemed complete when all of the following have occurred: (A) the Project Architect's certificate of Final Completion with respect to the Tenant Improvements shall have been delivered to Landlord and Tenant; (B) Landlord shall have obtained and delivered to Tenant a Temporary Certificate of Occupancy for the Expansion Premises from the governmental authority which has authority to issue such certificates in the jurisdiction wherein the Premises are located, which Temporary Certificate of Occupancy shall indicate that the Final Certificate of Occupancy will be issued in due course; and (C) Landlord and Tenant shall have accepted the tenant finish work as being in substantial conformity with the T.I. Plans and Specifications and have executed a written

acknowledgment of such acceptance setting forth the T.I. Completion Date (the "T.I. Completion Date Certificate"), excepting punch list items as defined below, which shall also be signed by Landlord.

5. Access Before Completion. Tenant shall have access to the Expansion Premises in which Tenant Improvements are being performed prior to completion only for the purposes of inspecting Tenant's work, for the installation of Tenant's telephone, computer and audio/visual equipment or otherwise as agreed to by the parties in writing.

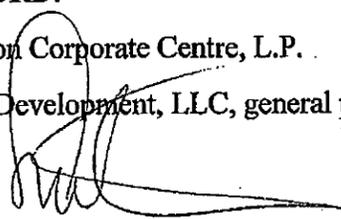
6. Punch List Work. Following issuance of the Project Architect's Certificate of Final Completion with respect to the Tenant Improvements, Landlord and Tenant may inspect the Tenant Improvements and prepare a punch list setting forth all incomplete, defective or other items of construction not in conformity to the T.I. Plans and Specifications and if such punch list is delivered to Landlord, Landlord shall complete or correct all items on the punch list within thirty (30) days of receipt thereof (or within a reasonable period of time if thirty(30) days is insufficient time during which to complete such item). In the event of any dispute as to whether the Tenant Improvements have been constructed in substantial conformity with the T.I. Plans and Specifications, such dispute shall be resolved by agreement of an independent third-party architect selected by Landlord and Tenant, whose determination shall be final and binding on the parties. In the event Landlord fails to complete or correct any or all items on the punch list as herein provided, Tenant may complete or correct any or all such items and Landlord shall reimburse Tenant for the cost thereof plus interest thereon within thirty (30) days after receipt from Tenant of written demand for such payment.

7. Defective Work. Landlord warrants to Tenant that (i) the Tenant Improvements will be constructed in accordance with the T.I. Plans and Specifications, (ii) all materials and equipment furnished will be new, unless otherwise specified, (iii) Tenant Improvements will be of good quality, free from faults and defects, and (iv) the Tenant Improvements shall be in full compliance with all applicable laws, codes and regulations, including by way of example, but not as a limitation, environmental, zoning, building and land use laws, codes and regulations. Without limiting the generality of the foregoing, if within one year after the date of substantial completion of all the Tenant Improvements, or within such longer period of time as may be prescribed by law or the terms of any applicable warranty required by the T.I. Plans and Specifications, the Tenant Improvements or any part or element of either is found to be defective or not in accordance with the T.I. Plans and Specifications, Landlord shall correct same within 30 days after receipt of written notice from Tenant to do so or a longer reasonable period if such correction cannot reasonably be completed within a 30-day period, unless Tenant has previously given Landlord a written acceptance of such condition. Unless such condition is specifically referred to and accepted in a written instrument delivered to Landlord, acceptance by Tenant of the Tenant Improvements pursuant to the lease shall not be deemed to be written acceptance of any such condition.

LANDLORD:

Donelson Corporate Centre, L.P.

By: JS Development, LLC, general partner

By: 
Floyd Shechter, Managing Member

TENANT:

STRIVE Collegiate Academy, Inc.

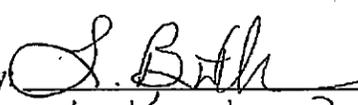
By: 
Name: Latendra Butler
Title: School Leader

EXHIBIT "B"

MASTER LANDLORD CONSENT

[please see attached]

CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE (this "Consent") is made and entered into effective as of JANUARY, 2018, by and among Donelson Corporate Centre, Limited Partnership, a Tennessee limited partnership ("Landlord"), STRIVE COLLEGIATE ACADEMY, Inc., a Tennessee Corporation ("Sublessor" OR "Lessee"), and The Metropolitan Government of Nashville and Davidson County, a metropolitan government, organized and existing under the laws of the State of Tennessee ("Sublessee").

RECITALS:

WHEREAS, Sublessor is the current tenant under that certain office lease originally dated March 26, 2015, between Landlord and STRIVE COLLEGIATE ACADEMY, Inc., as amended by that certain First Amendment to Office Lease Agreement dated June 30, 2017, (collectively, as amended, the "Lease");

WHEREAS, A copy of the Lease and Assignment of Lease is attached hereto as Exhibit "A", and incorporated herein by reference;

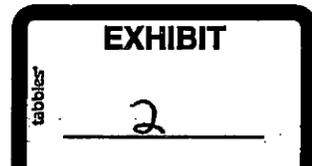
WHEREAS, Sublessor desires to sublease the Subleased Premises (as defined in the Sublease defined below) to Sublessee; and

WHEREAS, The Lease contains a restriction against assignment or subletting by the Lessee without the Landlord's prior written consent, not to be unreasonably withheld, and accordingly, Landlord has agreed to Consent to the Sublease upon the terms, conditions and agreements set forth herein.

AGREEMENT:

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

1. **CONSENT TO SUBLEASE.** Landlord consents, subject to the following terms, conditions, and agreements, to the sublease of the Subleased Premises (as defined in the Sublease) to Sublessee in accordance with the Sublease Agreement by and among Sublessor and Sublessee, dated the ___ day of _____, 2018 (the "Sublease"), a copy of which Sublease is attached hereto as Exhibit "B", and incorporated herein by reference. Sublessor and Sublessee warrant and represent to Landlord that they have provided Landlord with true, correct, and complete copies of the Sublease, including all exhibits, riders, and schedules, along with all other relevant documents and materials regarding the Sublease. Sublessee and Sublessor represent and warrant to Landlord that (i) except for the Sublease, there are no other agreements or understandings, whether written or oral between Sublessor and Sublessee with respect to Sublessee's use and occupancy of the Subleased Premises or any property of Sublessor located therein, and (ii) there is no compensation or consideration payable or to become due and payable to Sublessor or any affiliate of Sublessor in connection with the Sublease other than the rentals expressly set forth in the Sublease.



(a) The Landlord's consent is expressly conditioned upon the payment of the Base Rental and Additional Rental reserved by the Lease, and the performance and observance of the covenants, conditions and agreements in the Lease and this consent in no way affects or releases the Sublessor from its obligations, liabilities and responsibilities under the Lease. The Sublessor confirms and acknowledges that, notwithstanding the Sublease, that it will remain liable under the Lease for the fulfillment of all the Sublessor's agreements, covenants and obligations thereunder.

(b) This consent is given without prejudice to the Landlord's rights under the Lease, and is expressly limited to the Sublease, and will not be deemed to be consent to or authorization for any further or other assignment, subletting or parting with or sharing possession of all or any part of the Subleased Premises by either the Lessee or the Sublessee. Landlord's consent to the Sublease does not constitute (i) Landlord's agreement or consent to be bound or estopped by any provisions of the Sublease, (ii) a representation or warranty as to any of the matters contained in the Sublease, or (iii) an assumption by Landlord of any of Sublessor's obligations under the Sublease. The parties further agree that Landlord is not a party to the Sublease, nor will Landlord be deemed a party to the Sublease by granting its consent thereto. Landlord's consent to the Sublease shall not give Sublessee any rights directly against Landlord nor create or impose any obligation or liability of Landlord in favor of Sublessee.

(c) Notwithstanding anything to the contrary contained in the Sublease, neither the Lessee, as the Sublessor, nor the Sublessee will act in any manner which is inconsistent with the terms of the Lease. The Sublessee covenants to and with the Lessor that it will not cause, by any act or omission, the Sublessor to be in default of its agreements, covenants and obligations under the Lease. Neither Sublessor nor Sublessee shall do or permit anything to be done in connection with Sublessee's occupancy of the Subleased Premises which would violate any of the covenants, agreements, terms, provisions and conditions of the Lease.

(d) In granting its consent to the Sublease, the Landlord does not make any representation or warranties with respect to the status of the Lease. Further, nothing contained in the Sublease or this consent will be construed as modifying, waiving or affecting any of the provisions, covenants and conditions of the Lease or any of the Landlord's rights or remedies under the Lease other than as specifically set forth in this Consent.

(e) In consideration of the Landlord's consent to the Sublease, the Sublessee acknowledges and agrees that:

- (i) the Sublease is subject to and subordinate to the Lease;
- (ii) with respect to the Subleased Premises (as defined in the Sublease), Sublessee will observe, comply with and perform all terms, conditions and covenants in the Lease, excluding exceptions noted in Section 9.02 of the Sublease, and this Consent and perform all obligations of any kind whatsoever in the Lease as and when the same are due to be performed by the Lessee pursuant to the terms of the Lease; and

(iii) Sublessee is subject to all of the Landlord's rights under the Lease, as though the Sublessee were named the Lessee under the Lease, excluding exceptions noted in Section 9.02 of the Sublease. The Sublessee further expressly acknowledges and agrees that it shall have no right to assign or sublease the Subleased Premises without the prior consent of Landlord, which consent Landlord can withhold in its sole and absolute discretion.

(iv) The following provisions in the Lease shall not apply to Sublessee:

1. Provisions in the Lease that require Tenant to procure or maintain insurance shall not apply to Sublessee. Sublessee hereby advises Landlord that Sublessee shall self-insure against the risks of loss which would be covered by commercial general liability insurance, workers compensation insurance and automobile liability insurance. Sublessee shall be responsible for any losses or liabilities which would have been assumed by the insurance company or companies which would have issued such policies. Sublessee's liability in tort is governed by the provisions of the Governmental Tort Liability Act, Sublessee has a self-insurance against such claims which only covers claims and losses against Sublessee.

(f) The Sublessee confirms to the Landlord that Sublessee's right to occupy the Subleased Premises is derived solely from the Lease. If the term of the Lease naturally expires or if the Lease is otherwise terminated for any reason prior to the Sublease Expiration Date (as defined below), the Sublease will also automatically be terminated, and the Sublessee will have no further rights of occupancy or tenancy of the Subleased Premises pursuant to the Sublease. The Sublessee waives any statutory rights or rights at law pursuant to which it may continue to occupy the Subleased Premises.

(g) Sublessee acknowledges that the term of the Sublease ends on April 15, 2019 (the "Sublease Expiration Date") unless terminated earlier in accordance with applicable law, the terms of this Consent, or pursuant to the terms of the Sublease. Sublessor and Sublessee hereby covenant to Landlord that Sublessor and Sublessee shall have no right to extend the term of the Sublease. Each of Sublessor, Lanyon and Sublessee represents, warrants and covenants to Landlord that Sublessee shall vacate the Subleased Premises by the earlier of (i) the Sublease Expiration Date, or (ii) the date of termination of the Sublease for any reason. Sublessee shall have no right to remain in the Subleased Premises or otherwise holdover beyond the Sublease Expiration Date (or the earlier date of termination of the Sublease), and the failure by Sublessee to fully vacate and return possession of the Subleased Premises, including, without limitation, removing all furniture, fixture, and equipment by the Sublease Expiration Date (or earlier date of termination of the Sublease) shall be a material breach of this Consent, and to the fullest extent permitted by applicable law, Landlord shall be entitled to collect from Sublessor, Sublessee, and Lanyon, any losses, liabilities, claims, damages (including, without limitation, any lost profits, lost revenues, diminution in value of the Project or Landlord, lost opportunities or lease agreements,

and other consequential or special damages), judgements, costs, fees and expenses incurred or suffered by Landlord based upon, arising out of or otherwise in respect of such breach, including, without limitation, any costs, fees and expenses incurred by Landlord in obtaining possession of the Subleased Premises or enforcing or pursuing its rights under this Consent or the Lease. In addition, Landlord shall be entitled to collect reasonable attorney's fees incurred by Landlord in obtaining possession of the Subleased Premises or otherwise arising from or relating to Sublessee's holdover from Sublessor, Sublessee, or Lanyon. It is acknowledged and agreed that nothing in the Lease, Sublease, or this Consent shall limit Landlord's rights or remedies against Sublessor, Sublessee, or Lanyon under this Section 1(g). Nothing in this Consent shall limit Landlord's rights or remedies under the Lease.

In the event Sublessee remains in the Subleased Premises beyond the Sublease Expiration Date (or early termination of Lease) in violation of Section 1(g) of this Consent, such holdover shall not be construed to extend the term of the Lease or Sublease and each of Sublessor and Sublessee shall be deemed a tenant at will of Landlord, terminable upon five (5) days' notice. Landlord's election to terminate any tenancy at will shall not affect or otherwise limit Landlord's rights or remedies under this Consent (including, without limitation, this Section 1(g)) or under the Lease.

(h) In the event of a default under the Lease by Sublessor, Landlord may at Landlord's sole option and upon reasonable notice to Sublessee, collect rent due under the Sublease directly from Sublessee. In no event will Landlord's collection of rent directly from Sublessee create a direct landlord-tenant relationship between Landlord and Sublessee.

(i) Landlord is not liable for any real estate transfer taxes or any leasing commission or other amounts which may be due to a broker or agent with respect to the Sublease. Sublessor shall pay all such transfer taxes or brokerage or leasing commission which may be due as a result of the transaction which is the subject of this Consent, and any failure to make such payments will be a material breach of this Consent and Sublessor shall be responsible for any damages incurred by Landlord as a result of such breach.

(j) Sublessee is not a party to and has no rights under the Lease. Accordingly, and without limiting the generality of the foregoing, Sublessee shall have no right to exercise any renewal rights or purchase rights (including, without limitation, rights of first offer or rights of first refusal) granted to Sublessor under the Lease.

(k) Sublessor and Sublessee agree that no alterations, improvements, or physical changes shall be made in or to the Subleased Premises, or any part thereof, except pursuant to the covenants, agreements, provisions, terms and conditions of the Lease.

(l) Sublessor or its agents may enter the Subleased Premises at any time and for any reason, but Sublessor agrees to use reasonable efforts not to unreasonably disrupt Sublessee's use of the Subleased Premises. To the extent practicable, and excepting any entry for emergencies, Sublessor agrees to provide Sublessee reasonable notice prior to any such entry.

(m) Landlord or its agents may enter the Subleased Premises at any time and for any reason. To the extent practicable, and excepting any entry for emergencies, Landlord agrees to provide Sublessee reasonable notice prior to any such entry.

2. DETAINER ACTIONS AND OTHER ACTIONS TO REGAIN POSSESSION.

Landlord, Sublessor, and Sublessee acknowledge and agree that any detainer action or other proceeding by Landlord to regain possession of the Premises or Subleased Premises from Sublessor or Sublessee, or to terminate the Lease or Sublease, will not be subject to binding arbitration and each of Landlord, Sublessor and Sublessee agree that Landlord may bring a detainer action or other action to regain possession of the Premises or Subleased Premises, or to terminate the Lease or Sublease, in General Sessions Court in Davidson County, Tennessee, or if required because of appeal or otherwise, Circuit or Chancery Court of Davidson County, Tennessee. The provisions of Section 39(m) of the Lease, or any other provision of the Lease or Sublease allowing for binding arbitration, will not apply to any detainer action or other legal action brought by Landlord to regain possession of the Premises or Subleased Premises, or to terminate the Lease or Sublease.

3. NO DEFAULT. Sublessor agrees that, as of the date of this Consent, Landlord is not in default under the Lease and Sublessor has any outstanding claims against Landlord.

4. DEFINED TERMS. All capitalized terms used herein, and not otherwise defined, have the meaning ascribed to such terms in the Lease.

5. ATTORNEYS' FEES. [Intentionally Omitted].

6. MISCELLANEOUS. This Consent may be amended only by a written instrument executed by Landlord, Sublessor, and Sublessee. If any provision of this Consent is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Consent shall not be affected thereby. This Consent may be executed in separate counterparts. It shall be fully executed when each of the parties to this Consent has signed at least one (1) counterpart, even though no one (1) counterpart contains the signature of all of the parties to this Consent. The Consent is not binding on Landlord unless and until it is signed by Landlord. The parties acknowledge and agree that all exhibits referenced in this Consent are attached hereto and incorporated herein by reference. No waiver of any provision of or default under this Consent shall be deemed to have been made unless expressed in writing and signed by the party charged with making such waiver. No delay or omission in the exercise of any right or remedy accruing upon any breach of this Consent shall impair such right or remedy or be construed as a waiver of such breach. This Consent shall be governed by and construed in accordance with the laws of the State of Tennessee. The parties acknowledge that Landlord is a third-party beneficiary of this Sublease and agree that Landlord shall have the right to enforce any covenants of Sublessee to the same extent and in the same manner as Sublessor.

7. NOTICES. The proper addresses of the parties to which notices should be sent (in accordance with the notice provisions of the Lease and Sublease, as applicable) are as follows:

With Respect to Landlord:

c/o SmartSpace, LLC
Attn: Floyd Shechter
2900 Lebanon Road, Suite 200
Nashville, Tennessee 37214

With a copy to:

Sherrard Roe Voigt & Harbison, PLC

150 Third Avenue South, Suite 1100
Nashville, TN 37201
Attn: Scott W. Fielding, Esq.

With Respect to Sublessor:

STRIVE Collegiate Academy, Inc.
3055 Lebanon Pike
Building One, Suite 300
Nashville, TN 37214

With Respect to Sublessee:

The Metropolitan Government of
Nashville and Davidson County
Attn: Director of Public Property
Administration
P.O. Box 196300
Nashville, TN 37219-6300

Hand delivery address:
Attn: Director of Public Property
Administration
Metropolitan Government of
Nashville and Davidson County
700 2nd Avenue South, Suite 310
Nashville, TN 37210

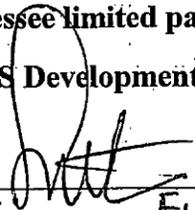
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IN WITNESS WHEREOF, the undersigned have executed this Consent to Sublease on this 25th day of January, 2018.

**DONELSON CORPORATE CENTRE, L.P., a
Tennessee limited partnership**

By: JS Development, LLC, its general partner

(Lessor)

By: 

Name:

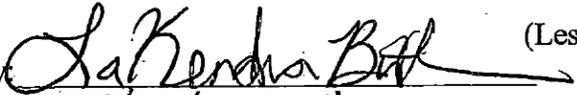
FLOYD SITECHITZ

Title:

Managing Member

I/We have the authority to bind the corporation to this Consent.

**STRIVE COLLEGIATE ACADEMY, INC., A
TENNESSEE CORPORATION**

By: 

Name:

Lakendra Butler

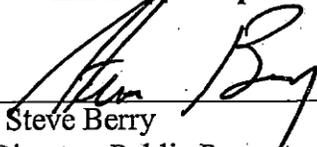
Title:

Executive Director

(Lessee)

I/We have the authority to bind the limited liability company to this Consent.

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY, a
Tennessee municipal corporation**

By: 

Name: Steve Berry

Title: Director, Public Property Administration

(Sublessee)

I/We have the authority to bind the municipal corporation to this Consent.

Map & Parcel: 085 00 0 037.00

Donelson Centre – STRIVE Sublease

