

## SUBLEASE AGREEMENT

(4648, 4656 and 4660 North Rancho Drive)

This Sublease Agreement (this “**Sublease**”) is entered into as of July 15, 2021 (the “**Effective Date**”) by and between sublessor TEACH Las Vegas, a Nevada nonprofit corporation (“**TEACH**”) and subtenant Explore Academy Las Vegas, a Nevada nonprofit corporation (“**Explore**”), collectively the “**Parties**” and each a “**Party**”, with reference to the following facts:

A. TEACH leases school facilities located at 4648, 4656 and 4660 North Rancho Drive, Las Vegas, Nevada (“**Premises**”) pursuant to that certain Lease Agreement dated April 8, 2021 (the “**Master Lease**”) by and between Red Hook Rancho LLC, a Delaware limited liability company (“**Landlord**”) and TEACH. The Premises are depicted within Exhibit A attached hereto.

B. The Parties desire for Explore to sublease a portion of TEACH’s Premises, consisting of sixteen (16) classrooms and additional space as described below (the “**Subleased Premises**”), pursuant to the terms, covenants and conditions set forth in this Sublease.

**NOW, THEREFORE**, in consideration of their mutual covenants and promises, the Parties agree to the foregoing and as follows:

1. Subleased Premises and Permitted Use. TEACH hereby subleases to Explore, and Explore accepts and subleases from TEACH, the following Subleased Premises for the Term and pursuant to the terms and conditions set forth in this Sublease. The Parties acknowledge and agree that no measurement of the Subleased Premises is provided, and that no measurement of such square footage shall affect the amount of Rent or any other substantive provision of this Sublease.

1.1 Exclusive Space. The Subleased Premises shall include Explore’s exclusive use of the following: two (2) classrooms in Building 1(A), also known as 4660 North Rancho Drive; eight (8) classrooms in Building 4(B), also known as 4656 North Rancho Drive; and six (6) classrooms in Building 10(C), also known as 4648 North Rancho Drive.

1.2 Shared Space; Parking. The Subleased Premises shall also include Explore’s shared use with TEACH of the administrative offices and cafeteria in Building 1(A), and shared access to common areas, such as halls and restrooms, within the buildings where Explore’s classrooms are located. Prior to the commencement of the school year, the Parties shall meet to agree upon the arrangements and schedule for shared spaces at the Premises (e.g., the administrative offices and cafeteria) and drop-off and pick-up procedures for both schools in order to jointly and efficiently use the ingress, egress and parking at the Premises. The Parties shall also exchange school and event calendars, and shall schedule special events at the Premises in a manner that minimizes any impact on each Party’s educational programs. The cafeteria Building 1(A) room 131 will be physically divided (50% of sqft for each school) by a physical wall or partition. The selection will be agreed to by both schools. The expense of the physical wall or partition will be split by each school. The administrative offices in Building 1(A) will be divided as follows, Explore will occupy 143 and 146. TEACH will occupy 137, 139, 140, 141. Rooms 144 & 142 will be shared.

1.3 Additional Space. In addition to the above, the Parties may agree for Explore to use one or more additional classroom(s) in Building 10(C) at a rate of \$2,000 per month per classroom.

1.4 Permitted Use. Explore shall use the Subleased Premises for the purpose of operating a charter school (the “**Permitted Use**”). Explore shall not use or rent the Subleased Premises as a residential rental property to others. Explore shall not use or permit the use of the Subleased Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs TEACH or other tenants on the Premises, or causes damage to neighboring premises or properties. Explore is responsible for acquiring and maintaining at all times during the Term all necessary permits and approvals for operating its Permitted Use at the Subleased Premises.

1.5 Compliance with Applicable Requirements. Except as otherwise provided in this Sublease, Explore shall, at Explore’s sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of TEACH’s or Landlord’s engineers and/or consultants which relate in any manner to the such Applicable Requirements, without regard to whether such Applicable Requirements are now in effect or become effective after the Effective Date. Explore shall, within ten (10) days after receipt of TEACH’s or Landlord’s written request, provide the requesting party (i.e., TEACH or Landlord) with copies of all permits and other documents, other information evidencing Explore’s compliance with any Applicable Requirements, and other information evidencing Explore’s possession of all applicable permits and approvals pertaining to its Permitted Use, and shall immediately upon receipt, notify TEACH in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Explore or the Premises or Subleased Premises to comply with any Applicable Requirements or of Explore’s ability to operate at the Subleased Premises for its Permitted Use.

1.5.1 “**Applicable Requirements**” means any and all applicable building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances pertaining to the Premises or Subleased Premises.

2. Term. The term of this Sublease (“**Term**”) shall commence on July 15, 2021 and expire on January 31, 2022. The Parties may agree to extend the Term thereafter on a month-to-month basis. This Sublease may be terminated as follows: prior to January 31, 2022, by TEACH upon sixty (60) days’ prior written notice to Explore; during the month-to-month extension period after January 31, 2022, if applicable, by either Party upon thirty (30) days’ prior written notice to the other Party; or, at any time upon the termination of the Master Lease for any reason.

2.1 Delay in Possession. If TEACH cannot for any reason deliver possession of the Subleased Premises to Explore on July 15, 2021, TEACH shall not be subject to any liability as a result, nor shall such failure affect the validity of this Sublease, nor extend the Term of this Sublease; however, in such case, Explore shall not be obligated to pay Rent or perform any other obligation under this Sublease until possession of the Subleased Premises is tendered to Explore.

2.2 Early Possession. If Explore occupies the Subleased Premises, or any portion of the Premises or Subleased Premises, prior to July 15, 2021, such occupancy shall be subject to all provisions of this Sublease, including the payment of Rent and other monetary obligations. TEACH may, upon the full execution and delivery of this Sublease, including Landlord’s consent hereto, grant Explore access to enter upon the Subleased Premises to install furniture, fixtures and equipment in the Subleased Premises as permitted in accordance with Section 4.2 of this Sublease; provided, however, that Explore shall have previously provided TEACH with proof of Explore’s insurance coverage as set forth in Section 7 of this Sublease. Explore’s access to the Premises or Subleased Premises prior to July 15, 2021, as provided

in this Section 2.2 of this Sublease, shall be subject to any and all safety, security and insurance requirements, procedures and conditions as may be established by TEACH.

3. Rent. As used in this Sublease, “**Rent**” shall include the Base Rent and Additional Rent described below, and all additional charges or expenses to be paid by Explore pursuant to this Sublease.

3.1 Base Rent. During the Term and any month-to-month extension thereof, Explore shall pay to TEACH the base rent of \$52,000 per month (“**Base Rent**”). Explore shall pay TEACH the Base Rent on or before the first day of each month, beginning on July 15, 2021 (for the first monthly period of July 15 through August 15). The monthly Base Rent shall be increased by \$2,000 per additional classroom utilized by Explore in Building 10(C) as described in Section 1.3 of this Sublease. Explore shall pay TEACH first month (July 15 through August 15), last month (January 1 through January 31) and security deposit (\$156,000 total payment) at the time of lease execution.

3.2 Additional Rent. During the Term and any month-to-month extension thereof, Explore shall be responsible for all utilities, repair and maintenance costs, and janitorial services incurred by TEACH, or which may be imposed on TEACH under the Master Lease, in connection with the entirety of Building 1(A), Building 4(B) and Building 10(C) at the Premises. TEACH shall provide periodic statements to Explore outlining Explore’s share of the such expenses, and shall provide Explore access to reasonable backup documentation for such costs upon request. Explore shall submit payment to TEACH within thirty (30) days after receipt of such statement from TEACH.

3.3 Payment of Rent. Rent shall be payable to “TEACH Las Vegas”, without further notice or demand and without deduction or offset, in lawful money of the United States of America at the address specified in Section 12 of this Sublease, or at such other address as TEACH may from time to time specify. If the Term shall end on a day other than the 15<sup>th</sup> day of a month (noting that the Term commences on July 15, 2021), then Explore shall pay a pro rata portion of the Rent, prorated on a per diem basis, with respect to the portion of the fractional 30-day month period included in the Term.

3.4 Late Payment Charges and Interest. If any installment of Rent, or any monetary payment due to TEACH hereunder, is not paid on or before the fifth (5<sup>th</sup>) business day after the date due, then the unpaid amounts shall bear interest at the lower of ten percent (10%) per annum or the maximum lawful rate from the date due to the date of payment (collectively, the “**Interest Rate**”). In addition, Explore acknowledges that the late payment of any installment of Rent will cause TEACH to incur certain costs and expenses not contemplated under this Sublease, the exact amount of which are extremely difficult or impractical to fix. These costs and expenses will include, without limitation, administrative and collection costs and processing and accounting expenses. Therefore, if any installment of Rent is not received by TEACH on or before the fifth (5<sup>th</sup>) business day following the date due, then Explore shall pay to TEACH a charge for administration collection and accounting expenses equal to ten percent (10%) of the amount of such delinquent amounts due in addition to the installment of Rent then owing with interest accruing at the Interest Rate. The Parties agree that the late payment charge represents a reasonable estimate of TEACH’s costs and expenses and is fair compensation for TEACH’s loss suffered by Explore’s nonpayment of any amounts when due and payable pursuant to this Sublease. This provision shall not relieve Explore from payment of Rent at the time and in the manner herein specified.

3.5 Security Deposit. On or before the fifth (5<sup>th</sup>) business day following the full execution and delivery of this Sublease, Explore shall deposit with TEACH a security deposit in the amount of \$52,000 (the “**Security Deposit**”). The Security Deposit shall be held by TEACH without liability for

interest and as security for the performance by Explore of Explore's covenants and obligations under this Sublease, it being expressly understood that the Security Deposit shall not be considered an advance payment of Rent or a measure of TEACH's damages in case of default by TEACH. TEACH may, but shall not be required to, apply all or part of the Security Deposit to any past due Rent or other charges from Explore or to cure any other defaults of Explore, without prejudice to any other remedy. If Explore uses any part of the Security Deposit for such purposes, Explore shall deposit additional funds to restore the Security Deposit to its full amount within ten (10) days after TEACH's written request. Explore's failure to do so shall be a material default under this Sublease. Explore may not attempt to credit the Security Deposit to the last month's Rent hereunder. If Explore shall fully and faithfully performs every provision of this Sublease to be performed by it, the Security Deposit, or any balance thereof, shall be returned to Explore within thirty (30) days following the expiration or termination of this Sublease.

4. Condition of Subleased Premises.

4.1 Inspection and Acceptance. Explore represents and warrants to TEACH that, as of the Effective Date, Explore shall have examined and inspected all matters with respect to taxes, income and expense data, insurance costs, permissible uses, zoning, covenants, conditions and restrictions and all other matters which in Explore's judgment bear upon the value and suitability of the Subleased Premises for Explore's purposes and Permitted Use. Explore has and will rely solely on Explore's own inspection and examination of such items and not on any representations of TEACH, express or implied. By entering the Subleased Premises, Explore shall be deemed to accept the same in their respective conditions existing as of the date of such entry and subject to all applicable municipal, county, state and federal statutes, laws, ordinances, including zoning ordinances, and regulations governing and relating to the use, occupancy or possession of the Subleased Premises.

4.2 Modifications. Explore agrees to accept the Subleased Premises as is, where is, in its current condition, with all faults and defects, if any. Explore shall not make or cause to be made any modifications, alterations or improvements to the Subleased Premises, including the installation of signage, fixtures or other affixed equipment, without the prior written consent of TEACH, which shall have absolute discretion subject to the Master Lease and any necessary governmental approvals. Any signage, materials, work, modification, installations, furniture, equipment, supplies and decorations of any nature brought upon the Premises, or installed in the Subleased Premises or removed from the Subleased Premises by Explore, shall be at Explore's sole risk, and shall be installed, maintained and removed at the sole cost and expense of Explore. Explore shall protect, defend, indemnify and hold harmless TEACH from all liabilities, including restoration charges, which may be imposed by Landlord or other parties due to Explore's modifications, alterations, improvements and tenant improvements.

4.3 No Representations or Warranties. Explore acknowledges and agrees that TEACH makes no warranty as to the habitability, fitness or suitability of the Premises or Subleased Premises for a particular purpose, nor as to compliance with any laws, rules or regulations, nor as to the absence of any toxic or otherwise hazardous substances. Explore further acknowledges and agrees that TEACH makes no representation or warranty regarding the permitted grade levels or enrollment levels for the Premises or Subleased Premises, nor any representation or warranty regarding any other governmental or quasi-governmental approvals, licenses, or permits that might be required in connection with Explore's intended use of the Subleased Premises, including Explore's charter, all of which shall be obtained and maintained by Explore at Explore's sole cost and expense without any right of contribution or reimbursement from TEACH.

5. Repairs and Maintenance. Explore shall, at Explore's sole expense, keep the Subleased Premises in good order and sanitary condition, and repair any damage to the Premises caused by Explore or Explore's agents, employees, students, guests or contractors, including the Subleased Premises and the entirety of Building 1(A), Building 4(B) and Building 10(C). Explore acknowledges and agrees that any repair or maintenance costs incurred by TEACH in connection with Building 1(A), Building 4(B) and Building 10(C) shall be paid by Explore as Additional Rent pursuant to Section 3.2 of this Sublease.

6. Hazardous Substances. Explore shall comply with TEACH's obligations with respect to "Hazardous Substances" as stated in the Master Lease, which is provided below.

6.1 Reportable Uses Require Consent. Explore shall not engage in any activity in or on the Premises or Subleased Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of TEACH and Landlord, and timely compliance (at Explore's expense) with all Applicable Requirements and Environmental Regulations. Notwithstanding the foregoing or anything herein to the contrary, Explore may use any ordinary and customary materials reasonably required to be used in the normal course of the Permitted Use, including such instructional materials as may be used in art, science and other instructional activities, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises, Subleased Premises, or neighboring property, to any meaningful risk of contamination or damage, or expose TEACH, Landlord, or Explore, to any liability therefor.

6.1.1 **"Hazardous Substance"** means mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises, Subleased Premises or to persons on or about the Premises or Subleased Premises or (ii) cause the Premises or Subleased Premises to be in violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 USC §§ 9601 *et seq.*; the Resource Conservation and Recovery Act ("**RCRA**"), 42 USC §§ 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 USC §§ 1801 *et seq.*; the Federal Water Pollution Control Act, 33 USC §§ 1251 *et seq.*; and the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises, Subleased Premises or the owners and/or occupants of property adjacent to or surrounding the Premises or Subleased Premises, or any other person coming upon the Premises, Subleased Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment.

6.1.2 **"Environmental Regulations"** means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances.

6.1.3 **"Reportable Use"** means (i) the installation or use of any above or below

ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises or Subleased Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises, Subleased Premises or neighboring properties.

6.2 Duty to Inform TEACH. If Explore knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises or Subleased Premises, Explore shall immediately give written notice of such fact to TEACH, and provide TEACH with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

6.3 Remediation. Explore shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises or Subleased Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Explore's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises, Subleased Premises, or neighboring properties, that was caused or materially contributed to by Explore, or pertaining to or involving any Hazardous Substance brought onto the Premises or Subleased Premises during the Term of this Sublease by or for Explore, or by or for a third party at the direction or request of Explore; provided that Explore will have no obligation to clean-up Hazardous Substances that migrate under the Premises or Subleased Premises from adjacent properties without any involvement or contribution from Explore or its agents or employees.

6.4 Indemnification. Explore shall indemnify, defend and hold TEACH and Landlord, and their officers, directors, managers, members, agents, employees, volunteers, and lenders of either of them ("**TEACH's Indemnified Parties**") harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises or Subleased Premises by or for Explore or anyone acting by, through, or under Explore. No termination, cancellation or release agreement entered into by the Parties shall release Explore from its obligations under this Sublease with respect to Hazardous Substances, unless specifically so agreed by TEACH and Landlord in writing at the time of such agreement. The provisions of this Section 6.4 shall survive the termination or expiration of this Sublease.

6.5 Hazardous Substance Remediation. If Explore becomes aware of a Hazardous Substance Condition occurring during the Term of this Sublease, then Explore shall notify TEACH and TEACH shall make the investigation and remediation thereof required by the Applicable Requirements, the costs relating thereto constituting an expense for which Explore is responsible and this Sublease shall continue in full force and effect, but subject to TEACH's Indemnified Parties' rights under Section 6.4 of this Sublease; provided, however, that if a Hazardous Substance Condition occurs as a result of hazardous materials that are brought on the Premises or Subleased Premises by a party other than Explore or anyone acting by, through, or under Explore prior to July 15, 2021, then TEACH shall be solely responsible for making the investigation and remediation thereof at its sole cost and expense, and this Sublease shall continue in full force and effect.

6.5.1 The term “**Hazardous Substance Condition**” shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 6.1.1. of this Sublease, in, on, or under the Premises and/or Subleased Premises which requires repair, remediation, or restoration.

7. Insurance. Explore shall keep in force such insurance policies and in such amounts as set forth in Sections 7.2 through 7.5 below. On or before the fifth (5<sup>th</sup>) business day following the full execution and delivery of this Sublease, Explore will pay \$6,000 to TEACH at the time of lease execution for required property insurance described in 7.1, which TEACH currently has in place under the master lease.

7.1 Property insurance against loss or damage to any structure constituting any part of the Subleased Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the greater of (i) one hundred percent (100%) of the replacement cost (without depreciation) of all improvements constituting any part of the Subleased Premises or (ii) the principal amount of any loan secured by the Subleased Premises then outstanding, and shall be subject to a deductible not to exceed Five Thousand Dollars (\$5,000).

7.2 Liability insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the ownership and operation of facilities of similar character and size to the Subleased Premises. Explore shall name both Landlord and TEACH as additionally insured parties to such liability insurance.

7.3 Rental interruption insurance to cover loss, total or partial, of rental income to TEACH for any reason whatsoever, in an amount sufficient to pay the maximum Rent under the Sublease for a period of at least six (6) months. Explore shall obtain and keep in force, for the benefit of TEACH, or otherwise obtain for TEACH (at Explore’s sole cost and expense), such rental interruption insurance insuring TEACH for such amounts of Rent arising from an interruption of the payment of the Rent, and otherwise payable by Explore hereunder.

7.4 Workers’ compensation insurance necessary to comply with Nevada state law.

7.5 All insurance procured and maintained by Explore shall be written by insurance companies satisfactory to TEACH which are licensed to do business in the state in which the Subleased Premises is located with a general policyholder’s rating of not less than A and a financial rating of not less than Class VIII as rated in the most current edition of Best’s Key Rating Guide, or, if it becomes available during the Term of this Sublease, equivalent coverage provided by a charter school self-insurance joint power authority formed and operating under Nevada law. Explore shall obtain waivers of subrogation in favor of TEACH as its interests may appear; moreover, Explore shall obtain a written obligation on the part of each insurance company to notify TEACH at least ten (10) days prior to cancellation of such insurance. Explore shall provide TEACH with an original Certificate of Insurance demonstrating that the insurance required by this Sublease was purchased and is in effect. Explore shall also provide TEACH with a copy of the additional insured, waiver of subrogation endorsements or such other policy language demonstrating that the insurance policies comply with this Sublease. If Explore should fail to comply with the foregoing requirements relating to insurance, TEACH may obtain such insurance and Explore shall pay to TEACH on

demand as additional Rent hereunder the premium cost thereof plus interest. Explore hereby acknowledges and agrees that any such payment and interest shall be payable immediately on demand as additional Rent and that the same are cumulative with, and do not supersede or reduce in any way, TEACH's rights as specified in Section 10 of this Sublease.

8. Indemnity.

8.1 Except for TEACH's negligence or willful misconduct, Explore shall indemnify, protect, defend and hold harmless the Premises, Subleased Premises, and TEACH's Indemnified Parties, as defined in Section 6.4 of this Sublease, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises and/or Subleased Premises by Explore. If any action or proceeding is brought against TEACH's Indemnified Parties by reason of any of the foregoing matters by any third party, Explore shall upon written notice defend the same at Explore's expense by counsel reasonably satisfactory to TEACH and TEACH shall cooperate with Explore in such defense. Neither TEACH nor Landlord need not have first paid any such claim in order to be defended or indemnified. The duty of Explore to defend TEACH's Indemnified Parties is independent of the duty to indemnify and the duty to defend arises immediately upon TEACH's Indemnified Parties being subjected to a claim encompassed by this paragraph. The duty to defend is immediate and is not conditioned upon a final determination as to the legal responsibility of Explore for such claim.

8.2 Subject to the provisions of Section 8.1 and 8.2 of this Sublease, TEACH's Indemnified Parties shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Explore, Explore's employees, contractors, invitees, customers, students or any other person in or about the Premises or Subleased Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises, the Subleased Premises, or from other sources or places.

8.3 The provisions of this Section 8 shall survive the expiration or termination of this Sublease.

9. Obligations under Master Lease.

9.1 Explore's Obligations. Explore shall not do or permit to be done any act or thing, or omit to do anything, which may constitute a breach or violation of any term, covenant, or condition of the Master Lease, notwithstanding whether such act, thing, or omission is permitted under the terms of this Sublease.

9.2 TEACH's Obligations. TEACH shall not do or permit to be done any act or thing, or omit to do anything, which may constitute a breach or violation of any term, covenant, or condition of the Master Lease, notwithstanding whether such act, thing, or omission is permitted under the terms of this Sublease. Further, and notwithstanding anything contained herein to the contrary, on the request of Explore, TEACH shall make a written demand on Landlord to perform its obligations under the Master Lease with respect to the Subleased Premises if Landlord fails to perform same within the time frame and in the manner required under the Master Lease. However, the obligations of Landlord under the Master Lease shall remain the obligations of Landlord, and shall not be considered the obligations or responsibility



of TEACH. TEACH's only obligation shall be to use commercially reasonable efforts to demand that Landlord perform such obligations for the benefit of Explore.

9.3 Landlord's Obligations. It shall be the obligation of Landlord (i) to provide or cause to be provided all services to be provided by Landlord under the terms of the Master Lease and (ii) to satisfy all obligations and covenants of Landlord made in the Master Lease. Explore acknowledges and agrees that TEACH shall be under no obligation to provide any services or satisfy any obligations or covenants of Landlord.

10. Defaults and Remedies. If Explore fails to perform any of its affirmative duties or obligations, within thirty (30) days after written notice (or, in the case of those duties and obligations that cannot reasonably be performed within thirty (30) days after notice, to commence and diligently prosecute such duties and obligations to completion), TEACH may, at its option, perform such duty or obligation on Explore's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Explore shall pay to TEACH the costs and expenses incurred by TEACH in such performance upon receipt of an invoice therefor. In the event of a Breach, TEACH may, in addition to TEACH's right to terminate this Sublease pursuant to Section 2 of this Sublease and with or without further notice or demand, and without limited TEACH in the exercise of any right or remember which TEACH may have by reason of such Breach:

10.1 Terminate Explore's right to possession of the Subleased Premises by any lawful means, in which case this Sublease shall terminate and Explore shall immediately surrender possession to TEACH. In such event TEACH shall be entitled to recover from Explore: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Explore proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Explore proves could be reasonably avoided; and (iv) any other amount necessary to compensate TEACH for all the detriment proximately caused by Explore's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Subleased Premises, expenses of reletting, including necessary renovation and alteration of the Subleased Premises, reasonable attorneys' fees of TEACH and Landlord, and that portion of any leasing commission paid by TEACH in connection with this Sublease applicable to the unexpired term of this Sublease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Subleased Premises are located at the time of award plus one percent. Efforts by TEACH to mitigate damages caused by Explore's Breach of this Sublease shall not waive TEACH's right to recover damages under this Section 10. If termination of this Sublease is obtained through the provisional remedy of unlawful detainer, TEACH shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or TEACH may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Section 10 was not previously given, a notice to pay rent or quit, or to perform or quit given to Explore under the unlawful detainer statute shall also constitute the notice required by Section 10. In such case, the applicable grace period required by Section 10 and the unlawful detainer statute shall run concurrently, and the failure of Explore to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Sublease entitling TEACH to the remedies provided for in this Sublease and/or by said statute.

10.2 Continue the Sublease and Explore's right to possession and recover the Rent as it becomes due. Acts of maintenance, efforts to re-let, and/or the appointment of a receiver to protect TEACH's interests, shall not constitute a termination of Explore's right to possession.

10.3 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Subleased Premises are located. The expiration or termination of this Sublease and/or the termination of Explore's right to possession shall not relieve Explore from liability under this Sublease, including under any indemnity provisions of this Sublease as to matters occurring or accruing during the Term hereof or by reason of Explore's occupancy of the Subleased Premises.

10.4 A "**Default**" is a failure by Explore to comply with or perform any of the terms, covenants or conditions under this Sublease.

10.5 A "**Breach**" is the occurrence of one or more of the following Defaults, and the failure of Explore to cure such Default within any applicable grace period:

10.5.1 The abandonment of the Subleased Premises.

10.5.2 The failure of Explore to make any payment of Rent required to be made by Explore hereunder, whether to TEACH or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Sublease which endangers or threatens life or property, where such failure continues for a period of three (3) business days following written notice to Explore.

10.5.3 Any material representation or warranty made in this Sublease, or in any report, certificate, financial statement, or instrument furnished in connection with this Sublease, proves to have been false or misleading when made, in any material respect.

10.5.4 A Default by Explore as to the terms, covenants, conditions or provisions of this Sublease, other than those described in Sections 10.5.1 through 10.5.3 above, where such Default continues for a period of thirty (30) days after written notice; provided, however, that if the nature of Explore's Default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach if Explore commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

10.5.5 The occurrence of any of the following events: (i) Explore's making of any general arrangement or assignment for the benefit of creditors; (ii) Explore's becoming a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Explore, the same is dismissed within ninety (90) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Explore's assets located at the Subleased Premises, or of Explore's interest in this Sublease, where possession is not restored to Explore within sixty (60) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Explore's assets located at the Subleased Premises, or of Explore's interest in this Sublease, where such seizure is not discharged within sixty (60) days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

10.5.6 The discovery that any financial statement of Explore given to TEACH or Landlord was materially false.

10.5.7 The failure of Explore to comply with the following representations, warranties or covenants: (i) except as specifically provided in this Sublease, Explore's covenants not to create, assume, incur or suffer to be created, assumed or incurred any lien on the Sublease Premises, (ii) Explore shall take all actions necessary, and shall not omit to take any action necessary for it to maintain its status (or its derivative status through its sole member) as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended and (iii) the Explore will do, or cause to be done, all things necessary to obtain and maintain status as a charter school under the Charter School Law.

10.6 Nothing in this Section 10 shall be interpreted to prevent Landlord from seeking remedies against Explore for such Default or Breach.

11. Damage or Destruction.

11.1 Notice and Repair. Explore shall promptly notify TEACH of any damage to the Premises or Subleased Premises resulting from fire or any other casualty, so that TEACH can provide the notice required under Section 11.1 of the Master Lease for the repair of such damage. Notwithstanding anything to the contrary herein, in no event shall TEACH nor Landlord be obligated to repair or restore any specialized or dedicated equipment serving Explore or the Subleased Premises, such as any cabling, wiring, supplemental utility system, telephone system or wi-fi network. TEACH's Indemnified Parties shall not be liable for any inconvenience or annoyance to Explore or its visitors, or injury to Explore's business resulting in any way from such damage or the repair thereof; provided however, that if such fire or other casualty shall have damaged the Subleased Premises necessary to Explore's occupancy, and if such damage is not the result of the negligence or willful misconduct of Explore or Explore's employees, contractors consultants, agents, licensees, students, invitees, or anyone else acting by, through, or under this Sublease, TEACH shall allow Explore a proportionate abatement of Base Rent to the extent TEACH is reimbursed from the proceeds of rental interruption insurance, during the time and to the extent the Subleased Premises are unfit for occupancy for the purposes permitted under this Sublease, and not occupied and used by Explore as a result thereof.

11.2 Option to Terminate. Notwithstanding Section 11.1 of this Sublease, if the Subleased Premises are destroyed or damaged to a substantial extent, the Parties shall have the option to terminate this Sublease by giving written notice to the other Party of the exercise of such option within thirty (30) days after such Party becomes aware of such damage, in which event this Sublease shall cease and terminate as of the date of such notice. Upon any such termination of the Sublease pursuant to this Section 11.2, Explore shall pay the Base Rent and additional rent, properly apportioned up to the earlier of the date of termination or the date that Explore vacated the Subleased Premises as a result of the casualty, and both Parties hereto shall thereafter be discharged from all further obligations under this Sublease arising after such termination, except for those obligations which expressly survive the expiration or earlier termination of the Term.

11.3 Waiver of Statutory Provisions. The provisions of this Sublease, including this Section 11, constitute an express agreement between the Parties with respect to any and all damage to, or destruction of, all or any part of the Subleased Premises, and any statute or regulation of the state in which the Subleased Premises is located, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the Parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Sublease or any damage or destruction to all or any part of the Subleased Premises.

11.4 Explore's Responsibilities. There shall be no abatement of Rent (except as expressly provided above in Section 11.1 of this Sublease) and no liability of TEACH's Indemnified Parties by reason of any injury to or interference with Explore's business or property arising from the making of any repairs, alterations or improvements in or to any portion of the Premises or Subleased Premises or in or to fixtures, appurtenances and equipment therein. Explore understands that neither TEACH nor Landlord will carry insurance of any kind on Explore's furniture, furnishings and other personal property, and TEACH's Indemnified Parties shall not be obligated to repair any damage thereto or replace the same. All such property shall be kept, stored and maintained at the sole risk of Explore.

12. Notices. All notices required or permitted by this Sublease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by email, and shall be deemed sufficiently given if served in a manner specified in this Section 12. A courtesy copy of any notice provided hereunder will be provided by email so long as the Party receiving the notice has delivered its then-current email address to the other. The addresses for the Parties are set forth below and shall constitute the respective addresses for delivery or mailing of notices. Either Party may, by written notice to the others, specify a different address for notice.

To TEACH: Matt Brown  
CFO/COO TEACH Public Schools  
1846 W. Imperial Hwy.  
Los Angeles, CA 90047  
Email: [mbrown@teachlv.org](mailto:mbrown@teachlv.org)

To Explore: \_\_\_\_\_  
\_\_\_\_\_

Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile or email shall be deemed delivered upon delivery, provided a copy is also delivered via mail or overnight delivery. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

13. Taxes and Assessments.

13.1 Real Property Taxes. TEACH shall file for exemption against any Real Property Taxes with respect to the Premises, and shall maintain such exemption during the Term. Explore shall cooperate with any request by any taxing authority, including, but not limited to, the Internal Revenue Service, any state taxation agency, the City of Las Vegas, or the County of Clark, and any requests by TEACH in connection with TEACH's attempts to obtain any tax exemption for Real Property Taxes.

13.1.1 **"Real Property Taxes"** includes any form of assessment, real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Landlord or TEACH in the Premises, Landlord's or TEACH's right to other income therefrom; and/or Landlord's or TEACH's leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the address of the Premises and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction

within which the Premises is located. "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the Term of this Sublease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Landlord or TEACH to Explore pursuant to this Sublease.

13.2 Personal Property Taxes. Explore shall pay any and all taxes, assessments, license fees and public charges levied against assessed or imposed upon any of the fixtures, furniture, appliances and personal property installed by Explore upon the Subleased Premises or located in, on, or about the Premises which belong to Explore. Explore shall pay all such taxes, assessments, fees and charges before the date of delinquency. Should Explore fail to pay any such taxes, assessments, fees, or charges, and as a result thereof, TEACH or Landlord becomes obligated to do so, any such amount so paid shall become immediately due and payable as Rent by Explore to TEACH together with interest thereon at the rate of ten percent (10%) per annum, from the date of payment by TEACH or Landlord until paid by Explore. Any such payment by TEACH or Landlord shall not be deemed to be a waiver of any other rights which TEACH may have under the provisions of this Sublease or as provided by law, it being expressly understood that failure of Explore to pay such taxes, assessments, fees or charges may at the option of TEACH be treated as a default in the performance of the terms of this Sublease. Should Explore fail to pay any taxes or assessments above described prior to the delinquency date thereof, and should any interest or penalties become due as a result of failure to pay such taxes or assessments prior to the delinquency date thereof, such interest and penalties shall also be payable by Explore.

14. Assignment and Subletting. Explore shall not sell, assign, encumber, sublet, hypothecate or otherwise transfer by operation of law or otherwise this Sublease or the Explore's interest in and to the Premises or Subleased Premises without first procuring the written consent of TEACH and Landlord in accordance with the Master Lease. Any such sale, assignment, encumbrance, sublease or other transfer in violation of the terms of this Sublease shall be void and shall be of no force or effect.

15. Surrender and Restoration. Explore shall peaceably surrender the Subleased Premises by the expiration date or earlier termination date of this Sublease, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "**Ordinary wear and tear**" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Explore shall repair any damage occasioned by the installation, maintenance or removal of furnishings, fixtures and equipment installed by or for Explore. Explore shall completely remove from the Premises any and all Hazardous Substances brought onto the Premises or Subleased Premises by or for Explore or anyone acting by, through, or under Explore. Any personal property of Explore not removed on or before the expiration date or any earlier termination date shall be deemed to have been abandoned by Explore and may be disposed of or retained by TEACH as TEACH may desire. The failure by Explore to timely vacate the Subleased Premises pursuant to this Section 15 without the express written consent of TEACH, and if required Landlord, shall constitute a holdover under the provisions of Section 17.8 of this Sublease.

16. Landlord Consent. This Sublease is conditioned upon Landlord's written consent to this Sublease, as required under the Master Lease, which is indicated by Landlord's signature below or in an alternative form as agreed to by Landlord, TEACH and Explore. In the event that Landlord fails or refuses to give such consent, this Sublease shall terminate and neither Party shall have any continuing obligation to the other with respect to the Subleased Premises; provided, however, that TEACH shall return the first month's Rent and Security Deposit, if previously delivered to TEACH.

17. Miscellaneous.

17.1 Severability. The invalidity of any provision of this Sublease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

17.2 Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Sublease shall mean and refer to calendar days.

17.3 Limitation on Liability. The obligations of TEACH under this Sublease shall not constitute personal obligations of TEACH, and Explore shall look to the Subleased Premises, and to no other assets of TEACH, for the satisfaction of any liability of TEACH with respect to this Sublease.

17.4 Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Sublease.

17.5 No Prior or Other Agreements. This Sublease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Each Party represents and warrants that the execution of the Sublease will not, to the best of the Party's knowledge, constitute a violation under any material agreements to which such Party is a party.

17.6 Authority. Each person executing this Sublease on behalf of a Party hereto represents and warrants that such person is authorized and empowered to do so and to thereby bind the Party on whose behalf such person is signing.

17.7 Waivers. No waiver by TEACH of the Default or Breach of any term, covenant or condition hereof by Explore, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Explore of the same or of any other term, covenant or condition hereof.

17.8 No Right to Holdover. Explore has no right to retain possession of the Subleased Premises or any part thereof beyond the expiration or termination of this Sublease. In the event that Explore holds over, then the Base Rent shall be increased to one hundred fifty percent (150%) of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by TEACH to any holding over by Explore.

17.9 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

17.10 Covenants and Conditions; Construction of Sublease. All provisions of this Sublease to be observed or performed by Explore are both covenants and conditions. In construing this Sublease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Sublease. Whenever required by the context, the singular shall include the plural and vice versa. This Sublease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

17.11 Binding Effect; Choice of Law. This Sublease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State of Nevada. The prevailing Party in any litigation shall be entitled to its reasonable attorney's fees.

17.12 Access; Showing Subleased Premises; Repairs. TEACH and Landlord shall have the right to enter the Subleased Premises at any time in the case of an emergency, and otherwise at reasonable times after twenty-four (24) hours' prior written notice, to the extent practicable, for the purpose of inspecting the Subleased Premises, verifying compliance by Explore with this Sublease, showing the Subleased Premises to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Subleased Premises as TEACH and/or Landlord may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Subleased Premises as long as there is no material adverse effect to Explore's use of the Subleased Premises.

17.13 Quiet Possession. Subject to payment by Explore of the Rent and there being no Breach or Event of Default by Explore then in effect, Explore shall be entitled to have quiet possession and quiet enjoyment of the Subleased Premises during the Term hereof, and subject to the shared use and access arrangements with TEACH. Subject to the terms and conditions of this Sublease, the shared use and access arrangements with TEACH, and any rules or procedures implemented by TEACH or Landlord from time to time, Explore shall have access to the Subleased Premises twenty-four (24) hours per day and seven (7) days per week.

17.14 Amendments. This Sublease may be modified only in writing, signed by the Parties in interest at the time of the modification and subject to the requirements of the Master Lease.

17.1 Limitation of Rights to Parties. Nothing in this Sublease expressed or implied is intended or shall be construed to give to any person other than TEACH, Explore and Landlord any legal or equitable right, remedy or claim under or in respect of this Sublease or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of TEACH, Explore and Landlord.

17.2 Signage. In addition to the requirements in Section 4.2 of this Sublease, Explore shall not, without first obtaining (i) written approval from TEACH and Landlord, and (ii) all necessary approvals and permits from the relevant governmental agencies, display any sign or other advertisement or fixed display in or on the Premises or Subleased Premises that is visible from the exterior of the Subleased Premises or Subleased Premises. All signs must be professionally designed and prepared and must comply with all Applicable Requirements.

17.3 Premises Security. Explore acknowledges and agrees that TEACH has the right to install security systems at the Premises, including the Subleased Premises. At all times during the Term, Explore shall comply with any security requirements or procedures implemented by TEACH from time to time. Notwithstanding the foregoing, neither TEACH nor Landlord is liable for the security of the Premises nor the Subleased Premises.

17.1 Code Compliance; Occupancy. Explore's taking of possession of the Subleased Premises shall be deemed Explore's acknowledgment that the Premises and Subleased Premises comply with all Applicable Requirements, including, without limitation, the Americans with Disabilities Act and the Asbestos Hazard Emergency Response Act, and Explore will have no right to make a claim for any deficiency in the Premises or Subleased Premises after it has taken possession of the Subleased Premises. In addition, if required, Explore shall obtain from the City of Las Vegas or County of Clark, as applicable, a certificate of occupancy for the use of any portable buildings on the Premises.

17.2 Property Tax Exemption Acknowledgment. The Parties hereby acknowledge and agree that the Rent payable by Explore under this Sublease has been reduced by an amount at least equal to the amount of tax that would have been imposed if the Subleased Premises were not exempt pursuant to Nevada Revised Statutes, Section 361.096.

17.3 State-Mandated Non-Obligation Language. For the avoidance of doubt, all obligations hereunder on the part of TEACH are not the obligations, directly or indirectly, in whole or in part, of the State of Nevada, Nevada State Public Charter School Authority, or Nevada State Department of Education.

17.4 Counterparts. This Sublease may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Sublease as of the Effective Date.

TEACH Las Vegas,  
a Nevada nonprofit corporation

By:   
Name: Trish Allison  
Title: Board Chair

Explore Academy Las Vegas,  
a Nevada nonprofit corporation

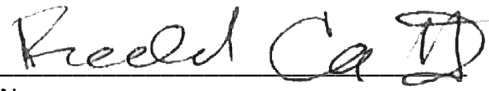
By:   
Name:  
Title:



EXHIBIT A

SUBLEASED PREMISES FLOOR PLAN

[Attached]