

**BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF COLUMBIA
UDC RESOLUTION NO. 2025 – 05**

SUBJECT: APPROVAL OF A SUB-SUBLEASE AGREEMENT BETWEEN PEOPLESORES, INC. AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF THE DISTRICT OF COLUMBIA AS SUB-SUBLANDLORD (“SUB-SUBLEASE AGREEMENT”)

WHEREAS, pursuant to D.C. Code § 38-1202.01(a)(5), the Board of Trustees (“Board”) possesses all powers necessary or convenient to accomplish its statutorily prescribed objects and duties, including the power to make, deliver, and receive deeds, leases and other instruments; and

WHEREAS, the University Administration recommends sub-subleasing approximately six thousand one hundred (6,100) square feet of space, Third Floor of the West Building, on the Old Congress Heights Campus, 3100 Martin Luther King Jr Ave SE, Washington, DC 20032, to PeopleShores, Inc. (“Sub-Subtenant”) to operate a postsecondary educational workforce development/workforce technology training and employment program; and

WHEREAS, the Sub-Sublease Agreement includes a term of seven (7) years, with an option to extend the term for one (1) additional two (2)-year term; and

WHEREAS, the Sub-Sublease Agreement was negotiated, and the University Administration has determined that the terms in the Sub-Sublease Agreement are favorable to the University with due consideration to maintenance and operation efficiency and that the charges are consistent with prevailing scales in the community for comparable facilities; and

WHEREAS, pursuant to 8B DCMR § 2100.1, the President, subject to Board approval, is authorized and empowered to rent any building or land belonging to the University or under jurisdiction of the President, or any available space therein, whenever such building, land or space is not then required for the purpose for which it was acquired; and

WHEREAS, the Sub-Sublease Agreement requires the approval of the Board prior to the President entering into the Sub-Sublease Agreement.

NOW THEREFORE BE IT RESOLVED, that the Board approves the Sub-Sublease Agreement and the President is authorized to execute the Sub-Sublease Agreement, in substantially the form attached hereto as **Attachment A**, and is authorized to exercise the option to extend the term of the Sub-Sublease Agreement in accordance with the terms of the Sub-Sublease Agreement.

Submitted by the Operations Committee:

February 11, 2025

Approved by the Board of Trustees:

February 25, 2025



Christopher D. Bell
Chairperson of the Board

**SUB-SUBLEASE AGREEMENT
BY AND BETWEEN**

the
University of the District of Columbia

SUB-SUBLANDLORD

AND

PeopleShores PBC

SUB-SUBTENANT

for

3100 Martin Luther Kings Jr. Avenue, SE
Washington, DC 20032

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SUB-SUBLEASE AGREEMENT

THIS SUB-SUBLEASE AGREEMENT (this “**Sub-Sublease**”) is made and entered into by and between the University of the District of Columbia, a public institution of higher education and independent agency of the District of Columbia, whose address is 4200 Connecticut Avenue, NW, Washington, DC 20008 (“**Sub-Sublandlord**”), and PeopleShores PBC, a State of Delaware a public benefit corporation whose address is of 2033 Gateway Place, Suite 500, San Jose CA 95110 (“**Sub-Subtenant**”) as of April 1, 2025 (“Sub-Sublease Commencement Date”).

RECITALS

WHEREAS, Sublandlord subleases a certain parcel of real estate (the “**Land**”), including the buildings and improvements thereon, located at 3100 Martin Luther King, Jr. Avenue, SE, Washington, DC 20008 (the “**Building**”), pursuant to a sublease (“**Sublease**”) with Old Congress Heights School Redevelopment Company, LLC (“**Sublandlord**”) effective July 17, 2019;

WHEREAS, Sub-Subtenant is an organization that aims to bring together the power of technology-enabled jobs combined with a comprehensive college program to elevate the graduating students on a career pathway;

WHEREAS, Sub-Sublandlord wishes to sub-sublease to Sub-Subtenant and Sub-Subtenant wishes to sub-sublease from Sub-Sublandlord a portion of Third Floor of the West Building of the Property, consisting of approximately square feet space six thousand one hundred (6,100) rentable square feet as shown on Exhibit A attached hereto (the “**Premises**”), on the terms and conditions set forth below;

WHEREAS, the Premises are located in the approximate location depicted on Exhibit A, attached to this Sub-Sublease;

WHEREAS, pursuant to D.C. Official Code §38-1202.01(a)(5), the Board of Trustees of the University of the District of Columbia (the “**Board**”) possesses all powers necessary or convenient to accomplish its statutorily prescribed objects and duties, including the power to make, deliver, and receive deeds, leases and other instruments and to take title to real and other property in its own name, and Sub-Sublandlord has the right and authority to enter into and attend to matters set forth in this Sub-Sublease;

WHEREAS, Sub-Sublandlord represents that pursuant to 8B DCMR §2101.1, the President of the University of the District of Columbia, subject to Board approval, is authorized to enter into real estate lease agreements with any person, partnership, corporation, or other entity; and

WHEREAS, the foregoing recitals and all exhibits attached hereto are hereby incorporated into this Sub-Sublease and made a part hereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sub-Sublandlord and Sub-Subtenant agree as follows:

DEFINITIONS

“Additional Rent” means all costs (e.g. insurance costs, operating costs), capital expenses and any and all other costs, expenses or charges which Sub-Subtenant in any provision of this Sub-Sublease assumes or agrees to pay, including without limitation, Sub-Sublandlord costs, inclusive of reasonable attorneys’ fees and costs, of enforcing its rights under the Sub-Sublease after default by the Sub-Subtenant.

“Additional Services” means additional services provided by the Sub-Sublandlord ancillary to this Sub-Sublease, or additional improvements to the Premises or the Building provided by the Sub-Sublandlord not otherwise set forth in this Sub-Sublease.

“Agent” means a Party’s contractor or vendor.

“Alteration” means any improvement, addition, alteration, fixed decoration, substitution, replacement or modification, structural or otherwise, made by the Sub-Subtenant in or to the Premises or the Building or the Land, but does not include removable fixtures, furniture, or equipment.

“Annual Rental” is defined in Section 7.

“Anti-Deficiency Act” is defined in Subsection 26.1.

“Base Building Conditions” is the roof, floor slab, exterior walls (excluding doors, windows, and glass), structural portions of the Premises, and any utility lines located outside or utilities located within the Building not servicing the Premises.

“Building” is defined in the Recitals above.

“Business Days” means Monday through Friday, excluding holidays observed by the Government of the District of Columbia and days when the Sub-Sublandlord is officially closed for business.

“Common Areas” means the elevators, hallways, stairways, public bathrooms, sidewalks, driveways, loading docks, common entrances, lobbies and other similar public or non-exclusive areas and access ways in or on the Property.

“Contingent Fee” means any fee, commission, percentage, brokerage or other payment that is contingent upon the success such person or concern has in securing a Sub-Sublease with the Sub-Subtenant.

“Declaration of Delivery” means that document (in the form attached as Exhibit C to this Sub-Sublease) to be executed by the Parties setting forth the Rent Commencement Date, Sub-Sublease expiration date, and verifying such other terms as deemed appropriate by the Parties.

“Emergency Condition” means an emergency affecting the Premises or the Building or the health or safety of Sub-Subtenant, employees, agents or invitees to the Premises.

“Environmental Default” means any of the following: (a) a continuing violation beyond any

applicable period of notice and cure of Environmental Laws; (b) a release, spill or discharge of Hazardous Materials on or from the Premises, or any of the Property; (c) an environmental condition requiring responsive action; or (d) any combination of the foregoing.

“Environmental Laws” means any present and future laws and any amendments thereto (whether common law, statute, rule, order, regulation or otherwise), permits and other requirements or guidelines of governmental authorities applicable to the Building or the Land and relating to the environment and environmental conditions or to any Hazardous Materials (including, without limitation, CERCLA, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 1101 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; any so-called “Super Fund” or “Super Lien” law; any law requiring the filing of reports and notices relating to hazardous substances, environmental laws administered by the Environmental Protection Agency and any similar state and local Laws; all amendments or modifications to the foregoing as they may occur from time to time; and, all regulations, orders, decisions and decrees now or hereafter promulgated thereunder.

“Extension Term” is defined in Section 6.

“Force Majeure Event” means any of the following that directly cause any of a Party’s obligations under this Sub-Sublease not to be performed in a timely manner: an act of God (including fire, flood, earthquake, hurricane, or other natural disaster) explosion, war, acts of terrorism (as defined by the United Nations Security Council), insurrection, riot, government orders or shutdown orders, applicable states of emergency, a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure or unavailability of transportation, strike, lockout, or other actions of labor unions, epidemic or pandemic or any other cause, whether similar or dissimilar to the foregoing that is not within the reasonable control of the Party or caused by the willful misconduct or negligence of Sub-Sublandlord or Sub-Subtenant, as applicable.

“Government Requirement” means building, zoning, subdivision, traffic, parking, land use, environmental, occupancy, health, accessibility for disabled and other applicable Laws, requirements or decrees of any federal or District governmental or quasi-governmental authority or agency pertaining: (i) to any and all of the Premises, (ii) to the use of the Premises or (iii) to the subject matter described in the paragraph in which the term is used if the context of the sentence establishes the term is being used in connection with a different subject than those described in clauses (i) or (ii).

“Hazardous Materials” means (a) asbestos and any asbestos containing material (whether friable or non-friable) and any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Laws or any other applicable Laws as a “hazardous substance,” “hazardous material,” “hazardous waste,” “infectious waste,” “toxic substance,” “toxic pollutant” or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity or Toxicity Characteristic Leaching Procedure (“**TCLP**”) toxicity; (b) any petroleum and drilling fluids,

produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources; (c) any petroleum product, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive material (including any source, special nuclear or by-product material), chlorofluorocarbon, lead or lead-based product and any other substance the presence of which could be detrimental to the Building or the Land or hazardous to health or the environment and (d) a substance or material (i) the presence or suspected presence of which requires or may require investigation, response, clean-up, remediation or monitoring, or may result in liability, under any Environmental Law or Government Requirement; (ii) that is or contains a hazardous substance, waste, extremely hazardous substance, hazardous material, hazardous waste, hazardous constituent, solid waste, toxic substance, pollutant, contaminant, petroleum or petroleum derived substance or waste, and related materials are defined, listed, identified under or described in any Environmental Law; (iii) which is flammable, explosive, radioactive, toxic, corrosive, infectious, carcinogenic, mutagenic or otherwise hazardous, or is or becomes regulated under any Environmental Law, (iv) contains polychlorinated biphenyls or compounds or equipment containing polychlorinated biphenyls or medical waste; (v) without limitation, which is or contains or once contained gasoline, diesel fuel, oil, diesel and gasoline organics (TPII-DRO / GRO), or any other petroleum products or petroleum hydrocarbons or additives to petroleum products, or any breakdown products of any of the foregoing, or (vi) without limitation, radon gas.

“Improper Influence” means any influence that induces or intends to induce a Party, or its Representatives to give consideration or to act regarding the Sub-Sublease on any basis other than on the merits of the matter or in violation of any Laws or regulation regarding the acquisition of a leasehold interest.

“Initial Sub-Sublease Term” is defined in Subsection 5.1, but does not include the Extension Term, if applicable.

“Interruption” means any event or condition which causes the Premises or a portion thereof to be untenable, inaccessible, or otherwise unfit for occupancy or its intended use under this Sub-Sublease to the extent not caused by Sub-Subtenant.

“Land” means the real property upon which the Building is located, the legal description of which is set forth on Exhibit B attached hereto.

“Lease” means the written agreement and its amendments between the Landlord and the Sublandlord.

“Laws” means all applicable laws, orders, rules and regulations promulgated thereunder, as the same may be amended from time to time, including but not limited to all applicable ordinances (including without limitation, zoning ordinances and land use requirements) and codes of the District of Columbia, the United States, and any other governmental or quasi-governmental entities.

“Minimum Hours of Operation” shall mean the hours of the hours of 8am to 6pm, Monday through Friday.

“Parties” means Sub-Sublandlord and the Sub-Subtenant.

“Party” means either the Sub-Sublandlord or the Sub-Subtenant.

“Permitted Use” means use of the Premises solely for the administration and conducting a post secondary educational workforce development and employment program, specifically a Workforce Technology Training Program (“WTTP”).

“Premises” is defined in the Recitals above in this Sub-Sublease Lease.

“Property” means the Building and Land.

“Rent Commencement Date” shall be the Sub-Sublease Commencement Date.

“Representatives” means that Party’s respective trustees, officers, directors, employees, affiliates, shareholders, partners, members, Agents and representatives as applicable to each Party.

“Sub-Sublandlord’s Delivery Obligations” means Sub-Sublandlord’s delivery of the Premises in as-is condition, and in compliance with all applicable Laws on the Sub-Sublease Commencement Date.

“Sub-Sublandlord Payment Address” means the address to submit payments to the Sub-Sublandlord, as identified in Subsection 7.4.

“Sub-Sublease Commencement Date” means April 1, 2025.

“Sub-Sublease Term” or “Term” is the Initial Sub-Sublease Term, as may be extended by the Extension Term.

“Sub-Sublease Year,” in cases where the Sub-Sublease Term is more than one (1) year, each twelve (12) month period beginning with the Rent Commencement Date, and each anniversary thereof, until the Sub-Sublease Term ends.

“Sub-Subtenant Improvements” are the improvements to the Premises that may be installed by the Sub-Subtenant in accordance with the terms and conditions set forth in this Sub-Sublease and plans and specifications approved by the Sub-Sublandlord pursuant to Section 9. For the avoidance of any doubt, Sub-Subtenant Improvements constituting furniture or equipment shall be the personal property of the Sub-Subtenant.

PROVISIONS:

1. PREMISES

1.1 The Sub-Subtenant sub-leases the Premises from Sub-Sublandlord and Sub-Sublandlord demises the Premises to the Sub-Subtenant for the Sub-Sublease Term and upon the conditions and covenants set forth in this Sub-Sublease.

1.2 Sub-Sublandlord hereby grants to the Sub-Subtenant the exclusive right to use the Premises, in accordance with the terms of this Sub-Sublease. The Sub-Subtenant and its

Representatives and invitees shall have access and rights of ingress and egress to the Premises and the Property for the Sub-Sublease Term.

1.3 Sub-Sublandlord hereby represents, warrants, and covenants that, as of the Sub-Sublease Commencement Date, the Property and the Building will comply with Laws, subject to any “grandfathering” provisions. Sub-Sublandlord shall be responsible for complying with all Laws pertaining to the Property, provided that Sub-Sublandlord shall not be responsible for any non-compliance that is solely attributable to the Sub-Subtenant’s use or occupancy of the Building or the Premises (including Alterations in and to the Premises by the Tenant). If, after the Sub-Sublease Commencement Date, the Sub-Subtenant elects to use the Premises in a way that necessitates changes or additions to the Premises or the Building in order to comply with Laws solely due to the Sub-Subtenant’s specific use or occupancy of the Premises, the Sub-Subtenant shall be responsible for those changes or additions.

1.4 Sub-Subtenant has had the opportunity to inspect the Premises and acknowledges with its signature on this Sub-Sublease that the Premises are in good condition and comply in all respects with the requirements of this Sub-Sublease. Subject to the terms and conditions of this Sub-Sublease including Sub-Sublandlord’s Delivery Obligations, Sub-Sublandlord shall deliver the Premises to the Sub-Subtenant and the Sub-Subtenant shall accept the Premises and Property in its “as-is” condition, and in accordance with the terms of this Sub-Sublease. Furthermore, the Sub-Subtenant agrees it is leasing and will take possession of the Premises with all current fixtures present in their “as is” condition as of the Sub-Sublease Commencement Date. There shall be no other Landlord’s work or contribution. Sub-Sublandlord makes no warranties or representations with respect to the Premises or its improvements, if any, including, but not limited to, HVAC, plumbing, electrical and mechanical systems, its fitness or availability for any particular use nor any latent or patent defect therein. Sub-Sublandlord will only be responsible for the structural elements of the Premises and the Property not damaged by Sub-Subtenant.

2. USE OF PREMISES

2.1 The Sub-Subtenant shall use and occupy the Premises solely for the Permitted Use and Sub-Subtenant shall not use the Premises or permit the Premises to be used for any other purpose without the Sub-Sublandlord’s prior written approval, which may be withheld in the Sub-Sublandlord’s sole and absolute discretion. The Sub-Subtenant shall comply with all Laws applicable to it concerning the use, occupancy and condition of the Land, Building or Premises and all machinery, equipment, furnishings, fixtures, and improvements therein, all of which shall be complied with in a timely manner, provided that the Sub-Subtenant shall not be required to construct or alter the elements of the Base Building Conditions within the Premises unless required by reason of either: (i) the Sub-Subtenant’s particular use of the Premises, or (ii) any Alteration made by the Sub-Subtenant. If any such Laws require an occupancy or use permit or license for the Premises or the operation of the business conducted therein, then the Sub-Subtenant shall obtain and keep current such permit or license. Sub-Subtenant shall be responsible for the cost, if any, which would be incurred to bring its contemplated operation and business activity into compliance with any Laws. Sub-Subtenant agrees to maintain copies of all applicable local, state, or federal licenses and permits required for the use of the Premises or for the Permitted Use on-site and agrees to maintain such copies so that they are readily accessible and produced to the Sub-Sublandlord, its Representatives or any applicable local, state, or federal officials upon demand.

Sub-Subtenant shall not knowingly commit nor permit to be committed any act or thing contrary to the Laws and shall expressly not be allowed to keep or maintain any Hazardous Materials or contaminates on the Premises.

Use of the Premises is subject to all covenants, conditions and restrictions of record, which Sub-Sublandlord represents and warrants do not and will not adversely impact the Permitted Use hereunder.

Sub-Subtenant shall employ reputable business standards and practices consistent with the operation of its Permitted Use and, with the exception of excused periods, operate its business for the Permitted Use continuously and uninterruptedly during the Sub-Sublease Term.

2.2 (a) The Sub-Subtenant and its Representatives and invitees shall not introduce or cause any Hazardous Materials to be generated, used, treated, released, stored, or disposed of in or about the Premises, the Building or the Land by the Sub-Subtenant; provided, the Sub-Subtenant may use and store normal and reasonable quantities of standard cleaning and office materials as may be reasonably necessary for the Sub-Subtenant to conduct normal operations in the Premises so long as such materials are stored and used by the Sub-Subtenant in accordance with applicable Laws. At the expiration or earlier termination of this Sub-Sublease, the Sub-Subtenant shall surrender the Premises to Sub-Sublandlord free of Hazardous Materials and in compliance with all Environmental Laws (excluding those violations caused by parties other than the Sub-Subtenant, its Representatives and invitees).

(b) The Sub-Sublandlord and Sub-Subtenant shall: (i) give the other prompt oral and follow-up written notice of any actual or threatened Environmental Default affecting the Premises or any other portion of the Property which could affect occupants or invitees of the Premises, including an Environmental Default affecting the Common Areas (an “**Environmental Area**”), about which it becomes aware; and (ii) promptly deliver to the other copies of any notices or other items received from or submitted to any governmental or quasi-governmental agency, or any claim instituted or threatened by any third party concerning an Environmental Area. Sub-Subtenant shall promptly cure any Environmental Default to the extent caused by Sub-Subtenant in accordance with all Environmental Laws and only after the Sub-Subtenant has obtained Sub-Sublandlord’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

(c) Sub-Sublandlord represents, warrants, and covenants that, as of the date that Sub-Sublandlord’s Delivery Obligations are satisfied, the Premises will comply in all material respects with applicable Environmental Laws. Sub-Sublandlord shall promptly abate, remediate, or otherwise cure any such Environmental Default caused by Sub-Sublandlord or its Representatives in accordance with all Environmental Laws, provided that Sub-Sublandlord shall have no obligation to perform such abatement, remediation or cure if Sub-Sublandlord’s insurance proceeds are insufficient to perform such abatement, remediation or cure. In the event of an Environmental Default affecting an Environmental Area caused by the Sub-Sublandlord or its Representatives, within ten (10) days of Sub-Sublandlord’s actual knowledge of such Environmental Default, Sub-Sublandlord shall notify the Sub-Subtenant in writing of the default (“**Environmental Notice**”) which Environmental Notice shall: (i) state Sub-Sublandlord’s reasonable determination of the time necessary to cure the Environmental Default and (ii) state whether Sub-Sublandlord elects not to cure the Environmental Default because insurance proceeds

payable are insufficient to pay for the costs of such cure. The Sub-Subtenant shall have the right to terminate this Sub-Sublease on thirty (30) days prior written notice to Sub-Sublandlord if Sub-Sublandlord elects not to cure the Environmental Default or cure of the Environmental Default is reasonably anticipated to take more than sixty (60) days.

(d) If this Sub-Sublease is terminated pursuant to this section, then Annual Rental shall be apportioned (based on the portion of the Premises that is usable or used after such Environmental Default caused by Sub-Sublandlord or its Representatives) and paid to the date of termination. Whether or not the Sub-Sublease is terminated as a result of such damage or destruction, then until cure of such Environmental Default, Sub-Subtenant shall be required to pay Annual Rental only for that portion of the Premises that is usable while such cure is being performed.

2.3 During the term of the Sub-Sublease, Sub-Subtenant shall continuously operate and occupy the Premises, subject to the terms and conditions of this Sub-Sublease. Sub-Subtenant shall open for business to the public no later than ninety (90) days from the Rent Commencement Date and thereafter continuously operate maintaining, at a minimum, the Minimum Hours of Operation and occupy the Premises subject only to closures in connection with casualty, condemnation and/or remodeling not to exceed sixty (60) days within one (1) Sub-Sublease Year.

Sub-Subtenant covenants and agrees that throughout the Term, either it or its successors or permitted assigns, will continuously, actively and diligently carry on its business in the whole of the Premises. In the event that Sub-Subtenant has or anticipates a temporary suspension of operations for reasons including, but not limited to, business transitions, staffing shortages, regulatory requirements, for a thirty (30) day period, it shall send notice to the Sub-Sublandlord of its temporary suspension of operations, the reason for the temporary suspension, and the steps that it is taking to mitigate the temporary suspension of operations.

Sub-Sublandlord has the right to terminate the Sub-Sublease if Sub-Subtenant discontinues the continuous operation of its services in the Premises for more than ninety (90)-days in one (1) Sub-Sublease Year and Sub-Subtenant shall immediately pay to Sub-Sublandlord all Annual Rental remaining due for the balance of the then-current Sub-Sublease Year plus an additional twelve (12) months' rent..

2.4 All restrictions and obligations imposed in the Sublease upon the Sub-Sublandlord as a subtenant, except those pursuant to Article XVII of the Sublease, shall be deemed to extend to the Sub-Subtenant and Sub-Subtenant agrees to comply with such restrictions and obligations. This Sub-Sublease is subject to the condition that if the Lease or Sublease Term, as such term is defined in the Lease and Sublease, respectively, is terminated or the Landlord or Sublandlord succeeds the Sub-Sublandlord's interest in the Subleased Premises, as such term is defined in the Lease or Sublease, respectively, by voluntary surrender or otherwise, at Sublandlord's option the Sub-Subtenant shall be bound to the Landlord or Sublandlord, respectively, for the balance of the Sub-Subleased Term and shall attorn to and recognize the Landlord or Sublandlord, respectively under the then executory terms of the Sub-Sublease.

3. TRANSITION COSTS REIMBURSEMENT

Sub-Subtenant has agreed to reimburse the Sub-Sublandlord's costs for the relocation of certain of its workforce development programming from the Premises and costs for certain mobilization and development costs that may be required to provide Sub-subtenant with commercially reasonable security, access to the Premises, and internet connectivity ("**Transition Costs**"). Upon confirmation of the estimated Transition Costs by Sub-Sublandlord, Sub-Subtenant agrees to reimburse Sub-Sublandlord an amount not to exceed fifteen thousand dollars (\$15,000) as Additional Rent. After notice from the Sub-Sublandlord of the actual costs, the installment payments reimbursing the Transition Costs shall be prorated, in twenty-four (24) equal installments, commencing and payable with the next monthly Annual Rental payments due.

4. RULES

The Sub-Subtenant shall abide by and observe any reasonable rules that Sub-Sublandlord may promulgate from time to time for the operation and maintenance of the Building, provided: (a) Sub-Sublandlord gives the Sub-Subtenant reasonable prior written notice thereof; (b) such rules are not inconsistent with the provisions of this Sub-Sublease or any applicable laws; and (c) no rule discriminates against the Sub-Subtenant in the enforcement or promulgation thereof. If any provision of this Sub-Sublease conflicts with any provision of any Building rule, such provision of this Sub-Sublease shall govern.

5. TERM

5.1 The Initial Sub-Sublease Term shall be seven (7) years from the Lease Commencement Date and shall end at 11:59 p.m. on the last day of the Initial Sub-Sublease Term. The Initial Sub-Sublease Term may be extended by mutual agreement of the pursuant to Section 6 below.

5.2 No payment of the Annual Rental shall be due until the Rent Commencement Date, subject to the abatement period set forth in Subsection 7.5.

5.3 If the Rent Commencement Date is not the first day of a calendar month, the first Sub-Sublease Year shall end on the last day of the calendar month in which the first anniversary of the Rent Commencement Date occurs and Sub-Subtenant shall prorate payment of the Annual Rental for the additional days in the Sub-Sublease Year, when the first monthly installment of the Annual Rental for the first Sub-Sublease Year is due, subject, however, to the abatement described in Subsection 7.5 of this Sub-Sublease Lease.

6. EXTENSION OPTION(S)

The Sub-Subtenant may send notice of its interest in extending the term of the Sub-Sublease by written notice to Sub-Sublandlord delivered no more than three hundred sixty-five (365) days and no less than two hundred seventy (270) days prior to the expiration of the Initial Sub-Sublease Term and prior to the expiration of subsequent Sub-Sublease Lease Term. Extension of the term shall be by mutual agreement of the Parties, in writing, extending the Sub-Sublease Lease Term for an additional two (2)-year option term ("**Extension Term**"). Once agreed upon, an Extension Term shall commence at midnight for the first day following the expired Sub-Sublease Term.

7. ANNUAL RENTAL AND PAYMENTS

7.1 The Annual Rental for the Premises throughout the Sub-Sublease Term is as follows, with an increase of 2.75% per year:

For the Initial Term

Lease Year	Annual Base Rent	Monthly Base Rent
1	\$60,000.00	\$5,000.00
2	\$61,650.00	\$5,137.50
3	\$63,345.00	\$5,278.78
4	\$65,087.00	\$5,423.91
5	\$66,877.00	\$5,573.07
6	\$68,716.00	\$5,726.34
7	\$70,606.00	\$5,883.81

If an Extended Term

Lease Year	Annual Base Rent	Monthly Base Rent
8	\$72,548.00	\$6,045.64
9	\$74,543.00	\$6,211.92

Annual Rental amounts indicated above include the cost for common area maintenance (CAM) and Building insurance costs for the Building.

7.2 The Sub-Subtenant shall pay the Annual Rental for the Sub-Sublease Term and Extension Term(s), if any, in monthly installments. The monthly installments of the Annual Rental shall be paid to Sub-Sublandlord on or before the 15th of each month (each an “**Annual Rental Due Date**”).

7.3 Payments for Annual Rental and any other payments due made after the due date shall be assessed a late fee of ten dollars (\$10) per day until paid in full. No further notice need be given in order that the late fee shall accrue on any nonpayment of such payments. All payments made subsequently shall be first applied to the Late Fee and all remaining amounts toward the outstanding Annual Rental payments.

7.4 Sub-Subtenant shall make payments to Sub-Sublandlord, at the Sub-Sublandlord Payment Address, or to such other place as Sub-Sublandlord may from time to time designate in writing, by good check or other methods approved by Sub-Sublandlord from time to time, without setoff, deduction or demand. Sub-Sublandlord shall provide Sub-Subtenant with the procedure for electronic payments upon request.

All check payments to Sub-Sublandlord shall be remitted to Sub-Sublandlord as follows:

Cashier's Office
University of the District of Columbia
4200 Connecticut Avenue N.W.

Washington, D.C. 20008

Re: Rent Payment for PeopleShores, Inc.

8. TAXES

8.1 The Sub-Sublandlord is a tax-exempt organization and does not pay real estate taxes. The District of Columbia will charge Sub-Subtenant a Leasehold Interest Tax (also known as the Possessory Use Tax) where Sub-Subtenant occupies property that is otherwise exempt based on the property's exempt status. It will be the Sub-Subtenant's obligation to pay the Possessory Use Tax and any other taxes directly to the District of Columbia.

8.2 The Sub-Subtenant shall pay before delinquency any business, rent or other taxes or fees that are now or hereafter levied, assessed or imposed directly upon the Sub-Subtenant due to its use or occupancy of the Premises, the conduct of the Sub-Subtenant's business at the Premises or the Sub-Subtenant's equipment, fixtures, furnishings, inventory or personal property. If any such tax or fee is enacted or altered so that such tax or fee is levied against Sub-Sublandlord or so that Sub-Sublandlord is responsible for collection or payment thereof, then the Sub-Subtenant shall pay such tax

or fee with the monthly payment of Annual Rental next becoming due and payable as Additional Rent.

9. CONSTRUCTION OF SUB-SUBTENANT IMPROVEMENTS; ALTERATIONS; DELIVERY DATE

9.1 Sub-Subtenant shall not make or permit anyone to make Alterations without the prior written consent of Sub-Sublandlord: (i) which consent may be withheld or granted in Sub-Sublandlord's sole and absolute discretion with respect to Alterations which may affect any aspect of the Base Building Conditions, and (ii) which consent shall not be unreasonably withheld, conditioned, or delayed with respect to non-structural Alterations. Alterations that may adversely affect Base Building Conditions shall be deemed to include, without limitation, any Alteration that will or may necessitate any changes, replacements or additions to the columns, slabs, exterior of or other structural elements of the Building, or to the fire protection, water, sewer, electrical, mechanical, plumbing or HVAC systems of the Premises or the Building. Notwithstanding the foregoing, the Sub-Subtenant shall have the right, after providing thirty (30) days prior written notice to Sub-Sublandlord, but without the necessity of obtaining Sub-Sublandlord's consent, to re-carpet, re-paint or to make any cosmetic or decorative nonstructural Alterations in or to the Premises. All Alterations shall be constructed at the Sub-Subtenant's election and expense, in compliance with applicable Laws and lien free. The Tenant shall not permit any mechanic's lien to be filed against the Property, or the real property of which the Premises are a part, for work claimed to have been done for or materials claimed to have been furnished to the Sub-Subtenant. Sub-Sublandlord shall not be liable for any and all claims, losses, expenses, and damages resulting from or arising out of any Alterations by the Sub-Subtenant unless caused by the negligence or willful misconduct of Sub-Sublandlord. If Sub-Sublandlord gives its consent to the making of any Alteration, such consent shall not be deemed to be an agreement or consent by Sub-Sublandlord to subject its interest in the Property to any liens that may be filed in connection therewith. The

Sub-Subtenant acknowledges that any Alterations are accomplished for the Sub-Subtenant's account, and, other than an Alteration performed by Sub-Sublandlord for the Sub-Subtenant and subject to the terms and conditions of a work agreement for such Alterations, Sub-Sublandlord shall have no obligation or responsibility in respect thereof.

9.2 If any Alterations are made without the prior written consent of Sub-Sublandlord, Sub-Sublandlord shall have the right to require the Sub-Subtenant to restore the Property to their condition immediately prior thereto, subject to the Sub-Subtenant. All Alterations made by either Party shall immediately become the property of Sub-Sublandlord and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of the Sub-Sublease Term, except that the Sub-Subtenant shall be required to remove any Alterations that Sub-Sublandlord requires the Sub-Subtenant to remove as a condition of its consent to the installation of such Alterations under Subsection 9.1, so long as Sub-Sublandlord notified the Sub-Subtenant at the time of its approval of such Alterations that the Sub-Subtenant shall be required to remove the same (in order that the Sub-Subtenant may include the costs of such removal in its budgetary process); provided, however, the Sub-Subtenant shall have the right to remove, prior to the expiration or earlier termination of the Sub-Sublease Term, all movable furniture (including systems furniture), furnishings and equipment installed in the Premises solely at the expense and discretion of the Sub-Subtenant. The Sub-Subtenant shall repair any damage and injury to the Property caused by such removal subject to the Sub-Subtenant. If such furniture (including systems furniture), furnishings and equipment are not removed by the Sub-Subtenant at the expiration or earlier termination of the Sub-Sublease Term, the same shall at Sub-Sublandlord's option: (i) be deemed abandoned or (ii) become the property of Sub-Sublandlord to be surrendered with the Premises as a part thereof.

10. MAINTENANCE AND REPAIRS

10.1 Notwithstanding any other provision of this Sub-Sublease, but subject to Subsection 10.2 and Section 18, Sub-Sublandlord, at its sole cost and expense, shall promptly make all repairs, perform all maintenance and make all replacements in and to the Land, the Common Areas, and the Base Building Conditions (including those located within the Premises), and the Building, excluding the Premises, that are necessary or desirable to keep the same: (a) in good condition and repair, reasonable wear and use excepted, (b) in a clean, safe and tenantable condition, and (c) otherwise in accordance with all Laws and the requirements of this Sub-Sublease.

At all times, subject to Section 16, Sub-Sublandlord shall be liable for all injury, breakage and damage to the Premises resulting from a failure of the Base Building Condition, except to the extent arising solely due to Sub-Subtenant's negligence. Sub-Subtenant shall give Sub-Sublandlord prompt notice of any defects or damage to the Base Building Conditions, equipment or fixtures in the Building or any part thereof affecting the Premises. Sub-Sublandlord shall ensure that the Building will be managed, operated and maintained in accordance with the standards of quality followed for a building of comparable age, quality, use, size and location as the Building and in full compliance with all applicable Laws (including, but not limited to, codes for electrical, mechanical, plumbing, fire and fire safety).

10.2 Other than elements of the Base Building Conditions within the Premises, Sub-

Subtenant, at its sole cost and expense, shall promptly make all repairs, perform all maintenance and make all replacements in and to the Premises that are necessary or desirable to keep the Premises in good condition and repair; in a clean, safe and tenantable condition; and otherwise in accordance with all Laws and the requirements of this Sub-Sublease. Sub-Subtenant shall maintain all Sub-Subtenant Improvements, including fixtures, furnishings and equipment, to the extent located in, or exclusively serving the Premises and not a part of the Base Building Conditions, in clean, safe and sanitary condition, shall take good care thereof and make all required repairs and replacements thereto.

The Sub-Subtenant shall be primarily responsible for the maintenance and general pickup of the entranceway leading into the Premises so that this is kept in a neat, safe, and presentable condition. The Sub-Subtenant shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Sub-Subtenants, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning, and clearing of toilets, etc. Sub-Subtenant shall properly dispose of trash in the appropriate trash bins or receptacles.

10.3 Except as otherwise provided in Section 18, the Sub-Subtenant shall be responsible for all injury, breakage and damage to the Premises and to any other part of the Building or the Land to the extent caused by Sub-Subtenant, its Representatives and invitees. In the event the structure of the Premises is damaged as a result of any neglect or negligence of Sub-Subtenant, its employees, agents, business invitees, or any independent contractors serving the Sub-Subtenant or in any way as a result of Sub-Subtenant's use and occupancy of the Premises, then the Sub-Subtenant shall be primarily responsible for seeing that the proper claims are placed with the Sub-Subtenant's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the Building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Sub-Sublandlord, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Sub-Subtenant.

10.4 Any changes or additions to the Building or Premises required from time to time in order to remain in compliance with Laws, except for changes as a result of Sub-Subtenant Improvements, shall be at Sub-Sublandlord's sole cost and expense (meaning that such costs and expenses are already included in Annual Rental). Notwithstanding the foregoing, however, if any such changes or additions are required solely by reason of Sub-Subtenant's use of the Premises, Sub-Subtenant shall, at its option, either: (i) not commence or immediately cease (as the case may be) any use requiring such changes or additions, or (ii) agree to bear the costs of such changes or additions.

10.5 With the exception for Emergency Conditions, the Parties hereby agree that Sub-Sublandlord's entry into the Premises shall be subject to Sub-Subtenant's security requirements. However, it is agreed and understood that the Sub-Sublandlord employees and agents shall have a right of entry with a minimum of twenty-four (24) hours' notice to the Sub-Subtenant for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the Premises or Base Building Conditions as may be required of the Sub-Sublandlord under the terms of this Sub-Sublease or as may be deemed necessary with respect to the inspection, maintenance

or repair of the Building.

10.6 At the expiration or earlier termination of the Sub-Sublease Term, Sub-Subtenant shall surrender the Premises in an order and condition equal to its order and condition on the Rent Commencement Date, subject to ordinary wear and tear, Sub-Sublandlord's repair and maintenance obligations, and Section 18.

11. SIGNS

Sub-Subtenant shall not place on any exterior door, wall, or window of the Premises any sign or advertising without Sub-Sublandlord's prior written consent. Thereafter, Sub-Subtenant agrees to maintain such sign or advertising matter as first approved by Sub-Sublandlord in good condition and repair. Furthermore, Sub-Subtenant shall conform to any uniform, reasonable sign plan or policy that the Sub-Sublandlord may introduce with respect to the Building. Upon vacating the Premises, Sub-Subtenant agrees to remove all signs and to repair all damages caused or resulting from such removal.

Such signage shall be installed by the Sub-Subtenant or its Representatives at the Sub-Subtenant's expense. In the event that any signs are installed, same shall be obtained and in compliance with all Laws, and subject to approval by all relevant agencies, associations, and governmental entities. Sub-Sublandlord's consent may be conditioned on the Sub-Subtenant's Representatives providing proof of adequate insurance, which shall be determined by the Sub-Sublandlord in its sole discretion, naming the Sub-Sublandlord as an additional insured on its insurance and other additional insurance requirements.

12. ADDITIONAL RENT

Sub-Subtenant shall pay any amounts indicated as Additional Rent, when due. Additional Rent shall be deemed rent for the purposes of this Sub-Sublease, and any provisions governing the Annual Rental shall also apply to Additional Rent.

13. SERVICES AND UTILITIES

13.1 The following services or utilities are not included in the amount of the Annual Rental and shall be the responsibility of Sub-Subtenant, at its sole cost and expense:

- (a) internet or wifi utility and equipment services;
- (b) an independent security and access control system for the Premises;

(c) additional utilities needed by the Sub-Subtenant that are not indicated in Subsections 13.2, or use of utilities to the extent that utilities are needed over and above that which is provided by the Sub-Sublandlord or needs to be extended beyond points installed by Sub-Sublandlord, such shall be accomplished at the sole cost of Sub-Subtenant after first obtaining the written approval of the Sub-Sublandlord;

(d) any Additional Services or utilities, not included in this subsection, provided by the Sub-Sublandlord for Sub-Subtenant's exclusive use of the Premises as shall be consistent with the

Permitted Use.

13.2 The following Services are included in the Annual Rental:

- (a) the following utilities: electricity, gas, water;
- (b) extermination and pest control at appropriate intervals, as may be deemed necessary in the exercise of prudent management practices;
- (c) elevator maintenance;
- (d) basic janitorial services;
- (e) fire protection system;
- (f) repair and maintenance of any HVAC unit or system within or solely serving the Premises, which shall include, without limitation, cleaning, repairs, and replacements;
- (g) Pre-treatment and snow removal from Building sidewalks, drives and entrances promptly during and promptly after a snowfall and in no event permitting hazardous ice or snow accumulations along such sidewalks, drives and entrances.

13.3 At the Sub-Subtenant's request, Sub-Sublandlord may, at Sub-Sublandlord's election, perform Additional Services; provided, however, that prior to performing any Additional Services, Sub-Sublandlord shall provide the Sub-Subtenant with a detailed scope of work for the Additional Services and the cost thereof, which cost shall be on an "open book" basis and may include a defined mark-up or fee to Sub-Sublandlord as an administrative fee. The Sub-Subtenant shall either approve or disapprove the scope of work and the cost for the Additional Services in a writing. After Sub-Sublandlord completes the Additional Services pursuant to the scope of work, Sub-Sublandlord shall deliver an invoice for the actual cost therefor to the Sub-Subtenant. The Sub-Subtenant shall pay to Sub-Sublandlord such actual cost of the Additional Services, in arrears, with the next payment of Annual Rental coming due and payable after Sub-Sublandlord has delivered such actual cost invoice to the Sub-Subtenant.

14. INTERRUPTION OF SERVICE.

14.1 Sub-Subtenant agrees that Sub-Sublandlord shall not be liable, by abatement of Annual Rental, except as specifically set forth herein, for any interruption of any service, failure to furnish any service, delay in furnishing any service, or surge or diminution thereof, when such interruption, failure, delay, diminution or surge is occasioned by a Force Majeure Event.

14.2 Upon any failure of services not resulting from an act or omission of the Sub-Subtenant, or its Representatives or invitees, Sub-Subtenant shall be entitled to an abatement of Annual Rental on a per diem basis in the proportion in which the area of the portion of the Premises that is unfit to occupy because of such failure of services bears to the total area of the Premises. Such abatement shall begin on the third (3rd) Business Day of such Interruption and shall continue for each day such Interruption continues (such abatement shall end as to each portion affected when such service or ability to use and occupy is fully restored to such area). If such Interruption

continues for ten (10) Business Days, then Sub-Sublandlord shall deliver to the Sub-Subtenant within the next ten (10) Business Days a reasonably detailed written plan to remedy and end the Interruption. If Sub-Sublandlord fails to timely deliver such plan or if the Sub-Subtenant provides Sub-Sublandlord with a written determination that, in the Sub-Subtenant's reasonable discretion, such plan will not end the Interruption, then the Sub-Subtenant shall have the right to terminate this Sub-Sublease within thirty (30) days of the expiration of such ten-Business Day period. If the Interruption continues for ninety (90) consecutive days, then the Sub-Subtenant shall have the right to terminate this Sub-Sublease by written notice to Sub-Sublandlord at any time following the ninetieth (90th) day of such Interruption; provided, however, if such Interruption ceases prior to delivery by the Sub-Subtenant of such notice of termination or prior to the effective date of such termination, such notice of termination shall be deemed revoked and of no further force and effect.

15. INSPECTION

With a minimum of twenty-four (24) hours emailed notice, the Sub-Subtenant shall permit Sub-Sublandlord and its Representatives to enter the Premises without charge therefor and without diminution of the Annual Rental payable by the Sub-Subtenant in order to examine, inspect or protect the Premises; to make such alterations and/or repairs to the Base Building. Sub-Sublandlord shall endeavor to minimize disruption to the Sub-Subtenant's normal business operations in the Premises in connection with any such entry. Except for an Emergency Condition, Sub-Sublandlord shall use commercially reasonable efforts not to interrupt, delay or disrupt the Tenant's normal business operations in the Premises without reasonable, prior notice to the Sub-Subtenant of its intent to do so.

16. INSURANCE AND INDEMNIFICATION

16.1 Sub-Sublandlord shall carry and maintain all-risk property insurance covering the Building and Sub-Sublandlord's property therein in an amount required by its insurance company to avoid the application of any coinsurance provision. Sub-Sublandlord also agrees to carry and maintain commercial general liability insurance including public liability and broad form property damage, with a minimum combined single limit of liability in the amount of \$1,000,000 for personal injuries or deaths of persons occurring in or about the Building. Sub-Sublandlord may elect to carry such other additional insurance or higher limits as it reasonably deems appropriate.

16.2 Sub-Subtenant shall carry and maintain the following insurance coverage:

(a) broad form commercial general liability insurance policy with a policy limit of \$2,000,000 per occurrence, \$3,000,000 in the aggregate;

(b) Excess liability insurance, naming Sub-Sublandlord as an additional insured, with a minimum policy limit: \$5,000,000, per occurrence and \$5,000,000 in the annual aggregate for all damages;

(c) If Sub-Subtenant Tenant owns or leases an automobile(s), automobile liability insurance for each automobile owned or leased by Sub-Subtenant, with a \$1,000,000 per occurrence limit;

(d) Workers' Compensation/Employers' Liability, with statutory coverage with a \$500,000/accident; \$500,000/Disease Policy; and \$500,000/Disease-per employee;

(e) Personal property damage insurance, together with insurance against vandalism and malicious mischief, with coverage limits of not less than full replacement value of Sub-Subtenant's personal property located in or on the Premises;

(g) the appropriate employer's liability insurance in an amount not less than \$1,000,000 per employee; and \$1,000,000 policy limit, which may be covered through excess liability insurance if permitted under the Lease.

(j) Sub-Subtenant shall obtain and maintain, at times during the Sub-Sublease Term and at Sub-Subtenant's sole cost and expense, "Special Form" policies of insurance covering its fixtures, furniture, equipment and inventory installed and located in the Premises in an amount no less than the full replacement cost of said items.

16.3 All insurance obtained and maintained by the Sub-Subtenant under this Sub-Sublease shall designate the District of Columbia, the Sublandlord and the Sub-Sublandlord as additional insureds, but not an additional named insured, by endorsement reasonably satisfactory to the Landlord, Sublandlord and Sub-Sublandlord, except worker's compensation insurance.

16.4 Prior to the Sub-Sublease Commencement Date, Sub-Subtenant shall deliver to the Sub-Sublandlord such certificates of insurance, endorsements and declarations pages as the Landlord may reasonably request showing the certificate holders and additional insured (or additional loss payee, as applicable), as indicated in Subsection 16.8 and confirming that the insurance coverage amounts and policies required hereunder are in force with premiums paid. Sub-Subtenant shall provide the Sub-Sublandlord with written notice of cancellation of any insurance required of Sub-Sublandlord hereunder. All insurance required hereunder shall be purchased from carriers authorized to do business in the District of Columbia and possessing an A- or better policyholders' rating and a minimum Class VIII financial size category as listed at the time of issuance by A.M. Best Insurance Reports or a similar rating publication. At all times during the Sub-Sublease Term, Sub-Subtenant agrees to maintain the insurance coverage required in this section.

In the event the Sub-Subtenant shall fail to obtain the insurance required hereunder and fails to maintain the same in force continuously during the Sub-Sublease Term, Sub-Sublandlord may, but shall not be required to, obtain the same and charge the Sub-Subtenant for same as Additional Rent.

16.5 To the extent not inconsistent with other provisions of this Sub-Sublease and applicable law, Sub-Sublandlord shall not be obligated to insure, and shall not assume any liability of risk of loss for, the Sub-Subtenant's personal property, including any such property or work of the Sub-Subtenant's subtenants or occupants. Sub-Sublandlord shall also have no obligation to carry insurance against, nor be responsible for, any loss suffered by the Sub-Subtenant Tenant, subtenants or other occupants due to interruption of the Sub-Subtenant's or any subtenant's or occupant's business. Sub-Sublandlord shall not carry insurance on, and shall not be responsible

for damage to, Sub-Subtenant Improvements, if such are permitted by the Sub-Sublandlord (which do not constitute Base Building Conditions) and Sub-Sublandlord shall not carry insurance against, or be responsible for any loss suffered by Sub-Subtenant due to, interruption of Sub-Subtenant's business. Sub-Subtenant shall be responsible for the repair of all injury, breakage and damage to the Premises and to any other part of the Building or the Land to the extent caused by Sub-Subtenant, its Representatives contractors, vendors or invitees.

16.6 Sub-Sublandlord and Sub-Subtenant shall observe and comply with, or shall cause to be observed and complied with, all the requirements of the insurance policies for public liability, fire and other coverage at any time in force with respect to the Premises. Sub-Subtenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event, the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Sub-Subtenant, then Sub-Subtenant shall pay to Sub-Sublandlord, upon demand, such increase in insurance premium as shall be caused by said use or Sub-Subtenant's proportionate share of any such increase.

Sub-Subtenant shall at no time whatsoever do or permit to be done any act or thing in, to or about the Premises or otherwise which would or could have the effect of causing, invalidating, in whole or in part or reducing the scope or amount of coverage provided by any of the insurance maintained pursuant to this Section 16. Sub-Subtenant shall not permit any buildings, structures, improvements or Alterations at any time to be put, kept or maintained in the Premises in such a condition that the same cannot be insured in the amount of the full replacement cost thereof.

16.7 While any Alterations are being done on the Premises, the Sub-Subtenant shall: (i) cause its general contractors or subcontractors to obtain and maintain worker's compensation insurance covering all persons employed by such contractor or subcontractor of any tier in connection with any construction, including agents and employees of contractors and subcontractors with respect to whom death or bodily injury claims could be asserted against the District of Columbia, Sublandlord, Sub-Sublandlord, or their Representatives, and (ii) cause its general contractor to otherwise comply with Laws with respect to worker's compensation insurance.

16.8 All insurance to be obtained by the Sub-Subtenant pursuant to this Sub-Sublease shall (i) contain an agreement by the insurer that loss shall be payable notwithstanding any negligence of such Party (but still subject to the policy's standard definitions, exceptions, and exclusions) and waiving any right of subrogation by the insurer of any claims of such Party against the District of Columbia or the other Party, (ii) contain an "inflation rider" so that the limits of such policy adjusts accordingly and (iii) shall be written as primary policy coverage and not contributing with or in excess of any coverage carried by the District of Columbia or the other Party, if any. The Parties agree that the limits set forth in this Section 16 will be increased from time to time as may be reasonably requested by the District of Columbia, Sublandlord or Sub-Sublandlord in writing, provided such increased limits are then being written on comparable buildings, as such term is defined in the Sublease.

16.9 Sub-Subtenant shall indemnify, defend, save and hold harmless the Sub-Sublandlord and its Representatives from and against any and all claims of liability arising from

or based on or as a consequence of or result of any act, omission or default of Sub-Subtenant or its Representatives, contractors, vendors or invitees in violation of the Sub-Sublease or as a result of Sub-Subtenant's use, occupancy, care, custody or control of the Premises. Sub-Subtenant also hereby covenants and agrees to indemnify and hold harmless the Sub-Sublandlord from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Sub-Sublandlord is not aware of at the signing of the lease or at any time during the Sub-Sublease Term.

17. LIABILITY OF SUB-SUBLANDLORD AND THE SUB-SUBTENANT

17.1 Except as otherwise expressly provided in this Sub-Sublease, neither Sub-Sublandlord nor its Representatives shall be liable to the Sub-Subtenant and its Representatives and invitees for any damage, injury, loss or claim based on or arising out of any cause whatsoever related to the Premises, unless such liability is due to the negligence or willful misconduct of Sub-Sublandlord, its trustees, officers, directors or agents, contractors or employees.

17.2 Neither party shall be liable for any exemplary, punitive, consequential or indirect damages in connection with, arising under or relating to this Sub-Sublease.

18. DAMAGE OR DESTRUCTION

18.1 (a) If the Premises or the Building are totally or partially damaged or destroyed due to no fault of the Sub-Subtenant, Sub-Sublandlord shall diligently repair and restore the Building and Premises; provided, however, that notwithstanding anything to the contrary in this Sub-Sublease: (i) the Sub-Subtenant shall have the right to terminate this Sub-Sublease with ninety (90) days prior written notice given within thirty (30) days of the date of the casualty if, in the Sub-Subtenant's reasonable opinion, the damage renders the entire Premises inaccessible for more than sixty (60) days or twenty-five percent (25%) or more thereof is unusable for the normal conduct of the Sub-Subtenant's operations then conducted on the Premises; (ii) Sub-Sublandlord and the Sub-Subtenant each shall have the right to terminate this Sub-Sublease on sixty (60) days prior written notice, given within thirty (30) days of the date of the casualty if, in Sub-Sublandlord's reasonable judgment, the repair and restoration cannot be completed within one hundred eighty (180) days after the date of the damage or destruction (which time period includes the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans and issuance of all required governmental approvals and permits); and (iii) both Sub-Sublandlord and the Sub-Subtenant shall have the right to terminate this Sub-Sublease on thirty (30) days prior written notice given within thirty (30) days of the date of the casualty if there is then left in the Sub-Sublease Term less than twelve (12) months. If the Premises or any part thereof shall be damaged or destroyed, the Sub-Subtenant shall provide prompt notice thereof to Sub-Sublandlord

(b) Sub-Sublandlord's obligations to repair and reconstruct the Building and the Premises as set forth above are subject to Subsection 26.1 and the following conditions precedent having been satisfied in Sub-Sublandlord's reasonable judgment:

(i) Sub-Sublandlord shall likely be able to obtain, or shall have obtained, all necessary governmental or quasi-government approvals and similar authorizations to rebuild the

Building as required herein, including, but not limited to, zoning approvals and permits;

(ii) Sub-Sublandlord and the Sub-Subtenant each shall not have exercised its right to terminate the Sub-Sublease to the extent permitted to do so pursuant to Subsection 18.1(a); and

18.2 If this Sub-Sublease is terminated pursuant to Subsection 18.1, then Annual Rental shall be apportioned (based on the portion of the Premises that is usable or used after such damage or destruction) and paid to the date of termination. Whether or not the Sub-Sublease is terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete, the Sub-Subtenant shall be required to pay Annual Rental only for the portion of the Premises that is usable while such repair and restoration are being made.

18.3 In the event that inadequate insurance proceeds are available for repair and restoration, Sub-Sublandlord shall have the right to terminate this Sub-Sublease. The Sub-Subtenant shall not be entitled to compensation for damages as a result of the termination of this Sub-Sublease following damage or destruction as described in this subsection; provided, however, that in the event that inadequate insurance proceeds are available for repair and restoration and Sub-Sublandlord does not terminate this Sub-Sublease but elects not to make the repairs and restoration, then notwithstanding anything to the contrary contained in this Sub-Sublease, the Sub-Subtenant, as its sole and exclusive remedy on account thereof, shall have the right to terminate this Sub-Sublease upon written notice thereof to Sub-Sublandlord within thirty (30) days after the Sub-Subtenant receives written notice of Sub-Sublandlord's election not to repair and restore the Premises and/or the Building.

19. DEFAULT

19.1 Sub-Subtenant Default.

(a) Sub-Subtenant shall be in default if it: (i) fails to pay the monthly installment of the Annual Rental when due or for Additional Services, respectively, within thirty (30) days of its date due; (ii) fails to perform or observe any non-monetary obligation of the Sub-Subtenant under this Sub-Sublease within thirty (30) days after the date the Sub-Subtenant receives written notice from Sub-Sublandlord setting forth in reasonable detail the nature and extent of the failure and identifying the applicable Sub-Sublease provision requiring such obligation to be performed, or within such longer period of time as may be necessary for such cure so long as the Sub-Subtenant shall promptly commence and thereafter diligently prosecute to completion the curing thereof but no later than thirty (30) days from the date of the notice; (iii) sub-leases or assigns the Sub-Sublease, without the prior written consent of the Sub-Sublandlord or (iv) abandons the Premises.

(b) Neither the payment by the Sub-Subtenant of a lesser amount than the monthly installment of Annual Rental due hereunder (or any other financial obligation), nor any endorsement or statement on any check or letter accompanying a check for payment of rent or other sums payable hereunder shall be deemed an accord and satisfaction. Sub-Sublandlord may accept the same without prejudice to Sub-Sublandlord's right to recover the balance of such rent or other sums or to pursue any other remedy. Notwithstanding any request or designation by the Sub-Subtenant, Sub-Sublandlord may apply any payment received from the Sub-Subtenant to any

payment then due under the Sub-Sublease.

(c) Subject to applicable Laws, in the event that the Sub-Subtenant fails to pay a monthly installment of Annual Rental for a period of more than fifteen (15) days after it is due, then the parties hereto expressly agree and covenant that the Sub-Sublandlord may declare this Sub-Sublease terminated and may immediately re-enter said Premises and take possession of the same together with any of Sub-Subtenant's personal property, equipment or fixtures left on the Premises which items may be held by the Sub-Sublandlord as security for the Sub-Subtenant's eventual payment and/or satisfaction of Annual Rental defaults or other defaults of Sub-Subtenant under this Agreement. It is further agreed that if the Sub-Subtenant is in default, that the Sub-Sublandlord shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Sub-Sublandlord in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Sub-Sublandlord may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or Sub-Subtenant's Alterations, at the Sub-Subtenant's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Sub-Subtenant's property, including the storage of the same, under reasonable terms and conditions at Sub-Subtenant's expense, and, in addition, it is understood that the Sub-Sublandlord may in its sole and absolute discretion, may seek all remedies available to it at law or equity.

(d) In the event that the Sub-Sublandlord has to institute a legal action to enforce any terms or provisions under this Sub-Sublease, then, if the Sub-Sublandlord is the prevailing party in said action, then the Sub-Sublandlord shall be entitled to recover a reasonable attorneys' fees in addition to all costs of said action.

19.2 Sub-Sublandlord Default.

(a) It shall be a Sub-Sublandlord default if Sub-Sublandlord fails to perform or observe any of its obligations under this Sub-Sublease after a period of sixty (60) days from the date Sub-Sublandlord receives written notice thereof from the Sub-Subtenant setting forth in reasonable detail the nature and extent of the failure and identifying the applicable Sub-Sublease provision requiring such obligation to be performed; provided, however, that Sub-Sublandlord shall not have committed such a default if such failure is of a type and nature that cannot reasonably be cured within such 60-day period, so long as Sub-Sublandlord promptly commences the curing of such failure within such 60-day period and thereafter diligently prosecutes to completion the curing of such failure but no later than 120 days from the date of the notice. It is specifically understood and agreed that any failure by Sub-Sublandlord to take any action that might be deemed to violate the Anti-Deficiency Act or any failure of funds to be appropriated in accordance with Subsection 26.1 to fulfill Sub-Sublandlord's obligations under this Sub-Sublease notwithstanding Sub-Sublandlord's request therefor shall not constitute a default.

(b) Upon the occurrence of a Sub-Sublandlord Default, the Sub-Subtenant may pursue any remedies available to it at law or equity.

20. ASSIGNMENT AND SUBLETTING

20.1 Sub-Subtenant may not assign or transfer (collectively “**Assign**” or “**Assignment**”) this Sub-Sublease, any right or interest in the Sub-Sublease or any part thereof without first obtaining the prior written consent and approval of the Sublandlord and Sub-Sublandlord, which shall not be unreasonably withheld, conditioned or delayed. Any proposed Assignment must be in compliance with this Sub-Sublease and the proposed assignee must have the financial capacity, controls and resources to meet all of the financial and other obligations imposed on the Sub-Subtenant and the assignee shall use the Premises for the Permitted Use.

20.2 Sub-Subtenant may not sublet (“**Sublet**” or “**Subletting**”) part or all Premises, any right or interest in the Sub-Sublease or any part thereof without first obtaining the prior written consent and approval of the Sublandlord and Sub-Sublandlord, which shall not be unreasonably withheld, conditioned or delayed. Any proposed Sublet must be in compliance with this Sub-Sublease and the proposed sub-subtenant must have the financial capacity, controls and resources to meet all of the financial and other obligations imposed on the Sub-Subtenant and the proposed sub-subtenant shall use the Premises for the Permitted Use.

20.3 In no event shall any Assignment of the Sub-Sublease or Subletting of any portion of the Premises operate to release or discharge the Sub-Subtenant of the obligations of the Sub-Subtenant (including the payment of Annual Rental), unless the Sub-Sublandlord has consented to such release upon in writing in advance.

21. HOLDING OVER

If the Sub-Subtenant (or anyone claiming through the Sub-Subtenant) does not immediately surrender the Premises or any portion thereof upon the expiration of the then applicable Sub-Sublease Term, or earlier termination date (as expressly provided in this Sub-Sublease), as applicable, then: (a) the Annual Rental payable by the Sub-Subtenant hereunder shall be increased to one hundred fifty percent (150%) of the Annual Rental payable by the Sub-Subtenant during the month immediately preceding such holdover. Any such holdover shall be deemed to be a tenancy from month-to-month. In no event shall any holdover be deemed a permitted extension or renewal of the Sub-Sublease Term, and nothing contained herein shall be construed to constitute Sub-Sublandlord’s consent to any holdover or to give the Sub-Subtenant any right with respect thereto. Notwithstanding any other provision of this Sub-Sublease, Sub-Sublandlord’s acceptance of Annual Rental during any holdover period shall not in any manner adversely affect Sub-Sublandlord’s other rights and remedies under this Sub-Sublease or by Laws.

22. COVENANTS OF SUB-SUBLANDLORD

Sub-Sublandlord represents and warrants that it has the right and authority to enter into this Sub-Sublease and perform all obligations of Sub-Sublandlord hereunder. Sub-Sublandlord further covenants that, subject to the provisions of this Sub-Sublease, the Sub-Subtenant shall during the Sub-Sublease Term peaceably and quietly occupy and enjoy the full possession of the Premises without hindrance by Sub-Sublandlord or its Representatives.

Sub-Sublandlord represents and warrants to Sub-Subtenant that: (a) as of the Sub-Sublease Commencement Date, Landlord has, and as of the Rent Commencement Date, fee simple title to

the Property; and (b) there are no matters of public record encumbering the Premises and no agreements to which Sub-Sublandlord is a party which would: (i) interfere with or adversely affect Sub-Subtenant's use and enjoyment of the Premises or prevent Sub-Subtenant from operating its Premises in accordance with the terms of this Sub-Sublease, (ii) adversely affect any right granted to the Sub-Subtenant under this Sub-Sublease, or (iii) impose on the Sub-Subtenant any obligation in excess of those set forth in this Sub-Sublease.

23. SUB-SUBLANDLORD AND SUB-SUBTENANT RELATIONSHIP

Nothing contained in this Sub-Sublease shall be construed as creating any relationship between Sub-Sublandlord and the Sub-Subtenant other than that of sub-sublandlord and sub-subtenant.

24. GENERAL PROVISIONS

24.1 **Waiver of Jury Trial.** SUB-SUBLANDLORD, THE SUB-SUBTENANT AND ALL REPRESENTATIVES EACH WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS SUB-SUBLEASE, THE RELATIONSHIP OF LANDLORD AND THE TENANT HEREUNDER, THE SUB-SUBTENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE. SUB-SUBLANDLORD, THE SUB-SUBTENANT AND ANY REPRESENTATIVE OF SUB-SUBLANDLORD EACH WAIVES ANY OBJECTION TO THE VENUE OF ANY ACTION FILED IN ANY COURT SITUATED IN THE JURISDICTION IN WHICH THE BUILDING IS LOCATED, AND WAIVES ANY RIGHT, CLAIM OR POWER, UNDER THE DOCTRINE OF *FORUM NON CONVENIENS* OR OTHERWISE, TO TRANSFER ANY SUCH ACTION TO ANY OTHER COURT.

24.2 **Service of Notices.** All notices or other communications required under this Sub-Sublease shall be in writing and shall be deemed duly given and received when delivered in person (with receipt therefor), on the next Business Day after deposit with an established, overnight delivery service, or on the third Business Day after being sent by United States certified mail, return receipt requested, postage prepaid.

To Sub-Sublandlord:

Vice President for Real Estate & Facilities Management
University of the District of Columbia
4200 Connecticut Avenue, N.W.
Building 38, Suite C-01
Washington, D.C. 20008

with a copy not constituting notice to:
Office of the General Counsel
University of the District of Columbia
4200 Connecticut Avenue, N.W.
Building 39, Room 301Q

Washington, D.C. 20008

Attn:
Counsel

General

To Sub-Subtenant:

Srikant Kasa, Director - Client Project Delivery
PeopleShores PBC
2033 Gateway Place, Suite 500
San Jose CA 95110
srikant.kasa@peopleshores.com

Sub-Sublandlord's and Sub-Subtenant's Notice designations set forth above shall be the Parties' respective initial addresses for notices. Either Party may change its designation for notices by sending notice to the other Party in writing in accordance with this subsection.

24.3 Severability. Each provision of this Sub-Sublease shall be valid and enforceable to the fullest extent permitted by Laws. If any provision of this Sub-Sublease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision most substantively similar to such invalid or unenforceable provision, and the remainder of this Sub-Sublease and 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.

24.4 Pronouns. Feminine, masculine or neuter pronouns shall be substituted for those of another form, and the plural or singular shall be substituted for the other number, in any place in which the context may require such substitution.

24.5 Headings. Headings are used for convenience only and shall not be considered when construing this Sub-Sublease.

24.6 Successors. The provisions of this Sub-Sublease shall be binding upon and inure to the benefit of the Parties and each of their respective Representatives, successors and permitted assigns.

24.7 Integration. The Parties confirm that this Sub-Sublease contains and embodies the entire agreement of the Parties hereto and supersedes all prior agreements, negotiations, letters of intent, proposals, representations, warranties, understandings, suggestions and discussions, whether written or oral, between the Parties hereto. Any representation, inducement, warranty, understanding or agreement that is not expressly set forth in this Sub-Sublease shall be of no force or effect.

24.8 Governing Law. This Sub-Sublease shall be governed by the laws of the District of Columbia, without regard to the application of choice of law principles. There shall be no presumption that this Sub-Sublease be construed more strictly against the Party who itself or through its Representatives prepared it (it being agreed that all Parties hereto have participated in

the preparation of this Sub-Sublease and that each Party had the opportunity to consult legal counsel before the execution of this Sub-Sublease). No custom or practice that may evolve between the Parties in the administration of the terms of this Sub-Sublease shall be construed to waive either Party's right to insist on the other Party's strict performance of the terms of this Sub-Sublease.

24.9 Amendments. This Sub-Sublease may be modified or changed in any manner only by an instrument signed by the duly authorized representatives of both Parties and approved for legal sufficiency by Sub-Sublandlord and the Sub-Subtenant.

24.10 Time is of the Essence. Time is of the essence with respect to each of the Sub-Subtenant's and Sub-Sublandlord's obligations hereunder.

24.11 Counterparts. This Sub-Sublease may be executed in multiple counterparts and by facsimile or e-mail .pdf, each of which shall be deemed an original and all of which together constitute one and the same document.

24.12 No Recordation. Neither this Sub-Sublease nor a memorandum thereof shall be recorded.

24.13 Federally Prohibited Persons. Sub-Subtenant warrants that it has not engaged in any dealings or transactions: (i) in contravention of any money laundering laws, regulations or conventions of the United States or (ii) in contravention of Executive Order No. 13224 dated September 24, 2001 issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time or any published terrorist or watch list that may exist from time to time. Sub-Subtenant represents and warrants that neither it nor any person owning any interest in Sub-Subtenant: (a) is or will be conducting any business or engaging in any transaction with any person appearing on the list maintained by the U.S. Treasury Department's Office of Foreign Assets Control Sanction's List.

24.14 Survival. Subject to applicable Laws and the Anti-Deficiency Act, the Sub-Sublandlord's liabilities and obligations with respect to the period prior to the expiration or earlier termination of the Sub-Sublease Term shall survive such expiration or earlier termination.

24.15 Force Majeure. Unless specifically provided otherwise, if Sub-Sublandlord or the Sub-Subtenant is in any way delayed or prevented from performing any of its obligations under this Sub-Sublease (other than payment obligations) due to a Force Majeure Event, then the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for a period equal to the period of such delay, interruption or prevention. The foregoing shall not serve to excuse the Sub-Subtenant's payment of Annual Rental when due under this Sub-Sublease, unless otherwise specifically provided in the Sub-Sublease.

24.16 Review. A Party's review, approval and consent powers (including the right to review design plans or construction drawings), if any, are for such Party's benefit only. Such review, approval or consent (or conditions imposed in connection therewith) shall be deemed not to constitute a representation concerning legality, safety, or any other matter.

24.17 Meaning of Deleted Text. The deletion of any printed, typed or other portion of this Sub-Sublease shall not evidence the Parties' intention to contradict such deleted portion. Such deleted portion shall be deemed not to have been inserted in this Sub-Sublease.

24.18 Delivery of Keys upon Termination. At the expiration or earlier termination of the Sub-Sublease Term, the Sub-Subtenant shall deliver to Sub-Sublandlord all keys and key cards to the Building and the Premises, whether such keys were furnished by Sub-Sublandlord or otherwise procured by the Sub-Subtenant.

24.19 No Partnership; No Third Party Beneficiaries. Nothing contained in this Sub-Sublease shall be deemed or construed to create a partnership or joint venture of or between Sub-Sublandlord and the Sub-Subtenant. Nothing contained in this Sub-Sublease shall be deemed or construed to create any third party beneficiaries. The only entities that the Parties intend to be benefitted by this Sub-Sublease Lease are Sub-Sublandlord and the Sub-Subtenant.

24.20 Not a Contract for Goods or Services. This Sub-Sublease is not intended to be, nor shall it be deemed or construed to be a contract for goods or services. Nothing contained in this Sub-Sublease, and no future action or inaction by the Sub-Subtenant under this Sub-Sublease, shall be deemed or construed to mean that the Sub-Subtenant has contracted with Sub-Sublandlord to perform any activity at the Premises or the Property that is not ancillary to the conveyance of an interest in real property.

25. ASBESTOS CERTIFICATION.

25.1 Certification. Sub-Sublandlord certifies that to the best of its knowledge it has disclosed all asbestos surveys or inspections within its custody that have been conducted by or on behalf of Sub-Sublandlord concerning the Building (including the Premises). Based upon these surveys and inspections, if any, Sub-Sublandlord further certifies that to the best of its knowledge it has not received any written notice that any asbestos-containing materials ("ACM") in the Building (including the Premises) are in violation of applicable Laws (which violation remains uncured). Sub-Sublandlord has furnished copies of these asbestos surveys or inspections (if any) to the Sub-Subtenant prior to the Sub-Sublease Commencement Date. If any asbestos inspection is conducted, Sub-Sublandlord shall furnish a copy thereof to the Sub-Subtenant ten (10) days prior to the Sub-Sublease Commencement Date. The certifications made by Sub-Sublandlord regarding asbestos and hazardous waste management contained herein are material representations of fact upon which the Sub-Subtenant has relied on in entering on into this Sub-Sublease.

25.2 Inspection; Abatement. Upon discovery by Sub-Sublandlord, or upon notice to Sub-Sublandlord by the Sub-Subtenant or any other person of the presence of suspected ACM in the Building in violation of any applicable Laws, Sub-Sublandlord shall promptly, at its sole cost, have the relevant portion of the Building inspected by a firm licensed to perform asbestos inspections. Promptly after receipt by Sub-Sublandlord of the written report of such finding, Sub-Sublandlord shall deliver to the Sub-Subtenant a copy thereof. Sub-Sublandlord shall at its sole cost and expense cause any ACM in violation of applicable Laws noted in such report to be removed, contained or otherwise brought into compliance with all applicable Laws. Prior to commencement of any abatement action, Sub-Sublandlord shall consult with the Sub-Subtenant and receive approval of the Sub-Subtenant, such approval not to be unreasonably withheld,

conditioned or delayed concerning the nature of the abatement action. If Sub-Sublandlord fails promptly to commence and diligently pursue removal, containment or other compliance procedures with respect to the ACM after notice to Sub-Sublandlord of the same, the Sub-Subtenant, after giving Sub-Sublandlord ten (10) Business Days' notice, may elect to perform such work or terminate this Sub-Sublease, and in either event the Sub-Subtenant may pursue any other right or remedy available to it under this Sub-Sublease, at law or in equity. Provided that the asbestos was not placed in the Building by the Sub-Subtenant and its Representatives, if the asbestos or the abatement action halts or interferes with the Sub-Subtenant's use of the Premises and in fact the Sub-Subtenant does not use the Premises for more than five (5) Business Days, then Annual Rental, in proportion to the amount of space rendered unfit for occupancy and vacated, shall be abated beginning on the date that the Sub-Subtenant ceases to use all or such portion of the Premises.

26. SPECIFIC DISTRICT OF COLUMBIA LAWS

26.1 Anti-Deficiency Limitations.

(a) Whether expressly or impliedly qualified or limited in any section of this Sub-Sublease, the obligations of the Sub-Sublandlord to fulfill any financial obligation pursuant to this Sub-Sublease or any subsequent agreement entered into pursuant to this Sub-Sublease, or referenced herein, to which the Sub-Sublandlord is a party (each, an "**Other Agreement**") are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2006 Supp.) ((i) and (ii) collectively, as may be amended from time to time); and (iii) § 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2006 Supp.), as may be amended from time to time, to the extent applicable to this Sub-Sublease or any Other Agreement (collectively, "**Any Agreement**"). To the extent required by the Anti-Deficiency Act, nothing in Any Agreement shall create an obligation of the Sub-Sublandlord in anticipation of an appropriation by the United States Congress ("**Congress**") or the District of Columbia for such purpose, and the Sub-Sublandlord's legal liability for the payment of any financial obligation or any component thereof under Any Agreement shall arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress and the District of Columbia.

(b) Notwithstanding the foregoing, neither the Sub-Sublandlord or its Representatives shall have any personal liability in connection with the breach of the provisions of this section or in the event of a default by the Sub-Sublandlord Landlord under Any Agreement.

(c) No Agent of the Sub-Sublandlord is authorized to obligate or expend any amount under any Agreement unless such amount has been appropriated by Act of Congress or the District of Columbia and is lawfully available.

26.2 Nondiscrimination. Sub-Subtenant shall not discriminate by segregation or otherwise against any person because of race, color, religion, sex, national origin, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income or place of residence or business in furnishing or by refusing

to furnish to such person or persons the use of the Premises, including any and all services, privileges, accommodations and activities provided under this Sub-Sublease Lease.

26.3 Contingent Fees.

(a) No Contingent Fees. Except for Sub-Sublandlord's broker, if any, Sub-Sublandlord warrants that no person or agency has been employed or retained by Sub-Sublandlord to solicit or obtain this Sub-Sublease upon an agreement or understanding for a Contingent Fee.

(b) The Parties represent and warrant neither they or their Representatives has received any payment or other consideration for the negotiation, execution, delivery or performance of this Sub-Sublease, and that no such person has any interest, direct or indirect, in this Sub-Sublease, the proceeds thereof or related thereto. The negotiation, execution, delivery and performance of this Lease has not been, and shall not be, induced by, the result of or based on Improper Influence.

26.4 Authority.

(a) By executing this Sub-Sublease, the Sub-Subtenant represents to Sub-Sublandlord that: (i) it is authorized to enter into, execute and deliver this Sub-Sublease and perform the obligations hereunder; (ii) this Sub-Sublease is effective and enforceable against the Sub-Subtenant in accordance with its terms; (iii) the person signing on the Sub-Subtenant's behalf is duly authorized to execute this Sub-Sublease; and (iv) no other signatures or approvals are necessary in order to make all of the representations of the Sub-Subtenant contained in this section true and correct in all material respects.

(b) Subject to the provisions set forth in Subsection 26.1, by executing this Sub-Sublease, Sub-Sublandlord represents to the Sub-Subtenant that: (i) it is authorized to enter into, execute and deliver this Sub-Sublease and perform its obligations hereunder; (ii) this Sub-Sublease is effective and enforceable against Landlord in accordance with its terms; (iii) the person signing on behalf of Sub-Sublandlord is duly authorized to execute this Sub-Sublease; (iv) no other signatures or approvals are necessary in order to make all of the representations of Sub-Sublandlord contained in this section true and correct in all material respects.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Sub-Sublandlord and the Sub-Subtenant have each caused its respective duly authorized representative to execute and deliver this Sub-Sublease to be effective as of the Sub-Sublease Commencement Date.

SUB-SUBLANDLORD:
UNIVERSITY OF THE DISTRICT OF COLUMBIA

Maurice Edington

President

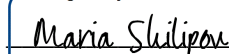
Date: _____

Approved as to form and legal sufficiency:

Avis Marie Russell
General Counsel

SUB-SUBTENANT:
PeopleShores, Inc

Signed by:

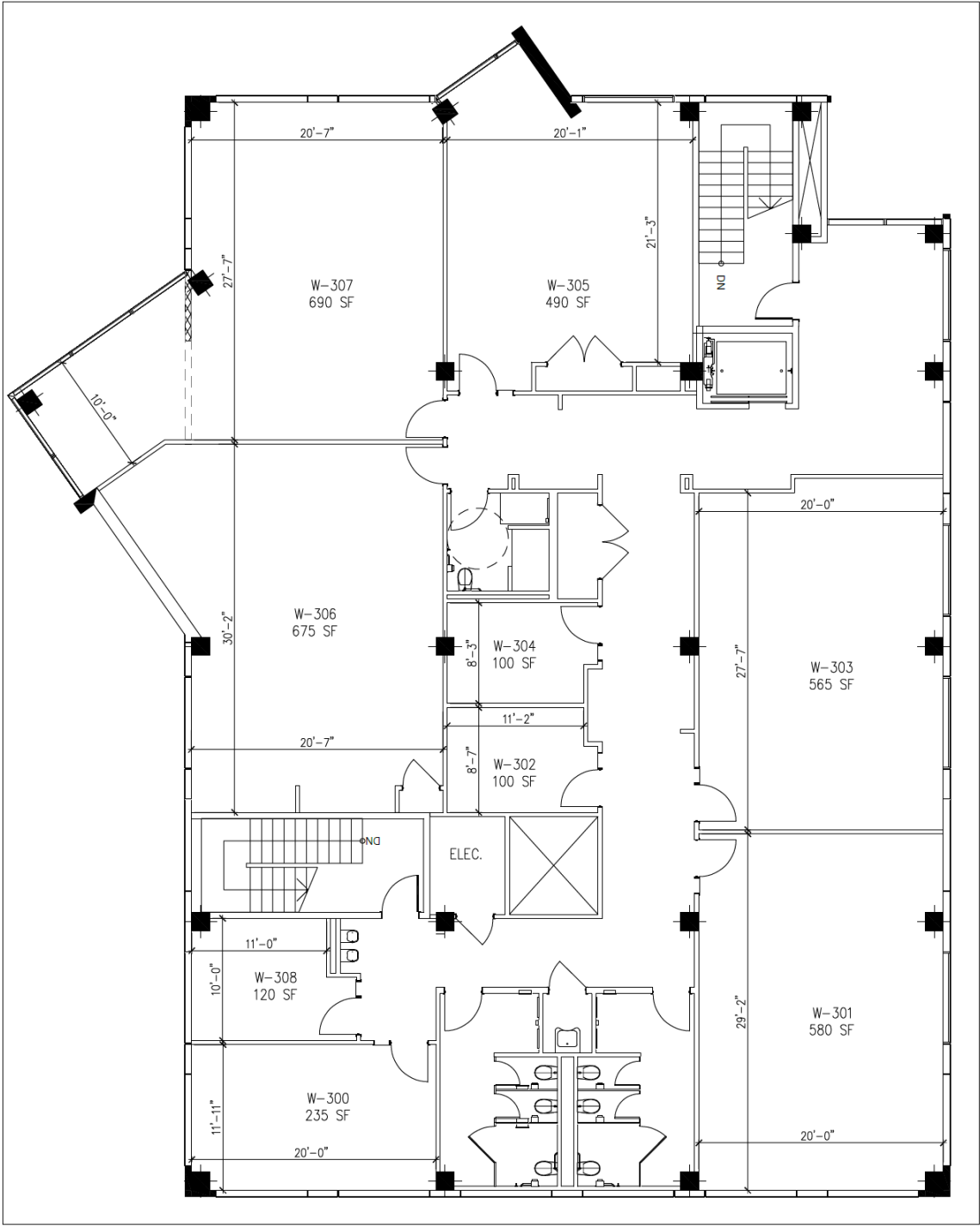
 _____

Name: Maria Shipilov

Title: Finance Director

EXHIBIT A

Site Plan of Premises



UDC - CC OLD CONGRESS HEIGHTS

3rd Floor West
 $\frac{3}{16}" = 1'-0"$

EXHIBIT B

Legal Description of Land



**DESCRIPTION OF SCHOOL PARCEL
ASSESSMENT AND TAXATION LOT 801
in SQUARE 5954-W
DISTRICT OF COLUMBIA**

September 14, 2020

All that certain lot or parcel of land situated, lying and being in the District of Columbia, and being more particularly described as follows:

Being a portion of Subdivision Lot 1 in Square 5954-W as shown on a Plat of Subdivision recorded January 3, 2011 in Subdivision Book 205 at Page 44 recorded among the Records of the Office of the Surveyor of the District of Columbia; said part of Lot 1 being known for purposes of assessment and taxation, at the date hereof, as Lot 801 in Square 5954-W; said A&T Lot 801 being more particularly described as follows:

Beginning for the same at a point on the intersection of the north line of Alabama Avenue, S.E. (variable width) and the west line of Randle Place, S.E. (50' wide); thence running along said north line of Alabama Avenue, S.E. (variable width) as now surveyed in Maryland State Plane datum;

S 86°46'00" W 449.84 feet (per record), **S 86°16'59" W 449.84 feet** (per survey) to a point on the east line of 5th Street, S.E. (variable width); thence along said east line of 5th Street, S.E.

N 00°00'00" E 69.11 feet (per record), **N 00°00'21" E 73.67 feet** (per survey) to a point along said east line of 5th Street, S.E.; thence running in, through, over and across said Lot 1 the following four (4) courses and distances

N 55°16'37" E 310.30 feet (per record), **N 55°16'16" E 309.85 feet** (per survey), to a point, thence

N 34°43'23" W 0.50 feet (per record), **N 34°43'44" W 0.50 feet** (per survey), to a point, thence

N 55°16'37" E 92.11 feet (per record), **N 55°16'16" E 91.97 feet** (per survey), to a point, thence

SHEET 1 of 2



75.39 feet (per record), **75.33 feet** (per survey) along the arc of a curve to the left having a radius of **410.00 feet** (per record and survey) and a chord bearing and distance of **N 50°00'26" E 75.28 feet** (per record), **N 50°00'19" E 75.22 feet** (per survey) through a central angle of **10°32'06"** (per record), **10°31'36"** (per survey) to a point on said west line of Randle Place, S.E. (50' wide); thence along said west line

S 10°44'00" E 327.47 feet (per record), **S 10°46'21" E 327.96 feet** (per survey) to the **Point of Beginning**.

Containing a **record area of 84,923 square feet** or **1.94956 acres** and a **survey area of 85,973 square feet** or **1.97367 acres** of land, more or less.

Note: At the date hereof the above described property is designated on the records of the Assessor for the District of Columbia for Assessment and Taxation purposes as Lot numbered eight hundred one (801) in Square numbered five thousand nine hundred fifty four west (5954-W).

9-14-20
Daniel R. Schriever
Licensed Land Surveyor
District of Columbia No. LS 900569
For AMT, LLC



SHEET 2 of 2

EXHIBIT C

Form of Declaration of Delivery

DECLARATION OF DELIVERY OF PREMISES

This Declaration of Delivery of Premises (“**Declaration**”) is attached to and made a part of that certain Sub-Sublease dated the ____ day of _____, 20____, and is made effective as of _____, 20____ (“**Declaration Effective Date**”), and is entered into by and between the University of the District of Columbia, a public institution of higher education and independent agency of the District of Columbia (“**Sub-Sublandlord**”), and PeopleShores, Inc. (“**Sub-Subtenant**”).

Capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the Sub-Sublease. Sub-Sublandlord and Sub-Subtenant do hereby confirm that:

1. the Premises was delivered by Sub-Sublandlord to Sub-Subtenant on _____, ____ (“**Sub-Sublease Commencement Date**”);
2. the Rent Commencement Date is hereby established to be _____, ____;
3. the Initial Sub-Sublease Term shall expire on _____, ____, unless sooner terminated.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Sub-Sublandlord and Sub-Subtenant have caused their respective duly authorized representatives to execute and deliver this Declaration to be effective as of the Declaration Effective Date.

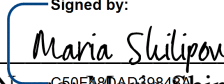
SUB-SUBLANDLORD:
UNIVERSITY OF THE DISTRICT OF COLUMBIA

Maurice Edington.
President

Approved as to form and legal sufficiency:

Avis Marie Russell
General Counsel

SUB-SUBTENANT:
PeopleShores, Inc

Signed by:


Name: Maria Shipilov
Title: Finance Director

TO: The Board of Trustees
FROM: Managing Director of Finance *David A. Franklin*
DATE: February 11, 2025
SUBJECT: Sub-sublease Agreement for PeopleShores, Inc.

Conclusion

The University has sufficient funding to support the preparation costs and operating expenses associated with the proposed Sub-sublease of the premises located at the Old Congress Heights campus, 3100 Martin Luther King Jr Ave SE, Washington, DC 20032 (the “Property”). The proposed Sub-sublease will not have a negative financial impact to the University.

Background

The University is partnering with PeopleShores, Inc. to enhance workforce development opportunities for the District residents, with a focus on Ward 8. After careful consideration of the space and operating requirements for this initiative, it was determined that the 3rd floor of the West building located at the Old Congress Heights campus meet such requirements.

The sub-subtenant shall lease approximately 6,100 square feet of space on the third floor of the West building of the Property.

Sub-subtenant’s aim is to bring together the power of technology-enabled jobs combined with a comprehensive college program to elevate the graduating students on a career pathway. The Permitted Use of the Premises shall be for the administration and training of this Workforce Technology Training Program (“WTTP”) and employment of its participants.

Fiscal Impact

The terms of the sub-lease and other key costs will be outlined in the lease agreement.

Annual Base Rent:

The University proposes an initial seven (7)-year term with one option to extend for an additional two (2) years. Beginning on the lease commencement date, the annual base rent for the initial year totals \$60,000, to be paid in equal monthly installments totaling 1/12th of the Annual Base Rent amount.

The sub-sublease will be structured as a “gross rent” lease, where operating expenses including, but not limited to: electricity, gas, water, sewer, pest control, elevator maintenance,

fire and security monitoring, trash, landscaping and snow removal are included in the Annual Base Rent.

The Annual Base Rent shall increase by 2.75% every year.

As the sub-sublandlord, the University will confirm costs related to the relocation of certain UDC Community College/Workforce Development and Lifelong Learning programming from the proposed premises, and certain mobilization and development costs that may be required to provide the sub-subtenant with commercially reasonable security, access to the premises, and internet connectivity ("Transition Costs"). Upon confirmation of the estimated Transition Costs by the sub-sublandlord, such costs shall be reimbursable up to fifteen thousand dollars (\$15,000) from the sub-subtenant as Additional Rent and may be amortized over a twenty-four (24) month period.

Based on the information provided, there are no other anticipated negative financial impacts.

Floor plan of the second floor of a building. The plan shows the following rooms and dimensions:

- W-307: 690 SF (20'-7" x 20'-1")
- W-306: 675 SF (20'-7" x 30'-2")
- W-304: 100 SF (8'-3" x 11'-2")
- W-302: 100 SF (8'-3" x 11'-2")
- W-303: 565 SF (20'-0" x 28'-7")
- W-301: 580 SF (20'-0" x 28'-2")
- W-308: 120 SF (10'-0" x 11'-0")
- W-300: 235 SF (11'-11" x 20'-0")
- ELEC. (Electrical room)
- Staircase (top right)
- Staircase (bottom left)
- Restrooms (bottom center)

Dimensions for corridors and other areas are also indicated:

- 20'-1"
- 21'-3"
- 20'-7"
- 30'-2"
- 20'-7"
- 11'-2"
- 8'-3"
- 11'-0"
- 10'-0"
- 11'-11"
- 20'-0"
- 28'-7"
- 28'-2"
- 20'-0"

3rd Floor West