

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, DC 20554**

IN THE MATTER OF	)	
	)	
SCHOOLS AND LIBRARIES UNIVERSAL	)	
SERVICE SUPPORT MECHANISM	)	
	)	CC DOCKET NO. 02-6
EMERGENCY REQUEST OF	)	
DIGITAL PIONEERS ACADEMY PUBLIC	)	
CHARTER SCHOOL	)	
	)	
FOR WAIVER OF THE COMMISSION'S	)	
FCC FORM 471 FILING WINDOW RULE AND	)	
FOR REVIEW OF DECISION OF THE	)	
UNIVERSAL SERVICE ADMINISTRATOR	)	

TO: THE WIRELINE COMPETITION BUREAU

**EMERGENCY REQUEST FOR WAIVER AND REVIEW**

Digital Pioneers Academy Public Charter School ("DPA"), by its attorney and pursuant to Sections 1.3, 54.719(c) and 54.721 of the Commission's rules, hereby submits this Emergency Request for Waiver of the Commission's filing window rule for FCC Form 471 (47 C.F.R. § 54.507(c)). DPA's filing of its initial Form 471 for critically needed E-rate support for its new, innovative southeast D.C. charter middle school occurred 29 days after the FY 2018 deadline due to unique and unavoidable circumstances, resulting in its rejection by USAC. The grounds for this waiver request are set forth below. Because DPA will open its doors to 125 D.C. sixth graders in barely two months, DPA respectfully requests that this petition be granted as expeditiously as possible, within the next 30 days, and that USAC be directed to process DPA's category 1 and 2 requests for E-rate funding.

## **I. INTRODUCTION AND FACTUAL SUMMARY**

Digital Pioneers Academy Public Charter School is a new, tuition-free, open-enrollment public charter middle school in the Hillcrest neighborhood (Ward 7) of Washington, D.C. that will open its doors for the first time to 125 sixth graders this August. It will be the first public or charter school in Washington that will be focused particularly on Computer Science. DPA will continue to enroll 125 sixth grade students each year until, by the 2020-2021 school year, it will be fully enrolled with 375 students. Its Mission Statement declares: "The mission of Digital Pioneers Academy is to develop the next generation of innovators. We prepare students from underserved communities to meet or exceed the highest academic standards, while cultivating the strength of character necessary to both graduate from four-year colleges and thrive in 21<sup>st</sup> century careers." Further, its website explains that "DPA will educate all students, specifically high-need students, at high levels by ensuring all teaching and learning is infused with computer science and coding. DPA ensures that students east of the Anacostia River are provided the best education possible to prepare them for the modern world." DPA's founder and CEO, Mashea M. Ashton, adds that "Digital Pioneers Academy will prepare your child to harness the power of technology to not only drive their own future success but also transform our world for the better."<sup>1</sup>

DPA's core classes will be English, Math, Social Studies, Science, Computer Science, Physical Education, and Robotics. Each DPA student will receive his or her own computer to use throughout the duration of the school day. If a student does not have a computer at a home,

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<sup>1</sup> See Digital Pioneers Academy Public Charter School website, <https://www.digitalpioneersacademy.org/>

s/he will have access to his or her own personal computer at school and will have opportunities during the day or after school to have access to computers for necessary assignments.

The facts of this case are straightforward, and the circumstances both extraordinary and unavoidable: Upon receiving conditional approval of its charter application from the D.C. Public Charter School Board in June 2017, DPA diligently undertook the key task of securing a location for its new middle school, and initially secured space in an existing D.C. public school that already had E-rate supported services, obviating the need for DPA to apply for E-rate support in its inaugural school year. *However*, this arrangement collapsed early this year, mere months before DPA's scheduled opening. DPA promptly launched an extraordinary effort anew to secure a suitable location, and on March 18 of this year executed a lease to occupy space on the property of East Washington Heights Baptist Church, at 2220 Branch Avenue, S.E.<sup>2</sup> However, this new location does not have adequate wired broadband or wi-fi capabilities, resulting in a critical immediate need by DPA for E-rate-supported services and equipment in Funding Year 2018 for its uniquely Computer Science-focused middle school.

Upon execution of the new lease, DPA immediately<sup>3</sup> filed FCC Form 470<sup>4</sup> for category 1 and 2 E-rate support and initiated the process of soliciting bids; and immediately upon the expiration of the mandatory 28-day waiting period on April 20, 2018, duly filed an FCC Form

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<sup>2</sup> See **Exhibit 1** hereto.

<sup>3</sup> DPA filed Form 470 On March 23, 2018, four business days after lease execution, after a rapid site evaluation for needs and scope, and preparation of an accurate description of services requested.

<sup>4</sup> See DPA FCC Form 470 # 180031580, available at [http://publicdata.usac.org/SL/Prd/Form470/17018032/180031580/Original/USAC\\_FCC\\_FORM\\_470\\_APPLICATION\\_180031580\\_CERTIFIED.pdf](http://publicdata.usac.org/SL/Prd/Form470/17018032/180031580/Original/USAC_FCC_FORM_470_APPLICATION_180031580_CERTIFIED.pdf)

471 funding request.<sup>5</sup> Although this timetable was inevitable due to the collapse of DPA's original location arrangement and its March 18 execution of the new lease, it also made it literally impossible under the Commission's waiting-period rule to timely file a Form 471, even though the E-rate supported services and equipment are critically needed for Funding Year 2018—specifically, for DPA's opening to students this August. Following USAC guidance to the letter,<sup>6</sup> DPA filed a Form 471 for the requested category 2 services on the first possible date after the 28-day period—April 20—which was 29 days after the closing of the Form 471 filing window on March 22, and filed a second Form 471 for the requested category 1 services on May 2. USAC immediately generated rejection messages, instructing DPA to submit this instant waiver request.<sup>7</sup>

## II. STANDARDS OF LAW

The Commission may waive any provision of its rules on its own motion and for good cause shown.<sup>8</sup> A rule may be waived where the particular facts make rigid compliance inconsistent with the public interest.<sup>9</sup> In addition, the Commission may take into account considerations of hardship, equity, or more effective implementation of overall policy on an

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<sup>5</sup> See DPA FCC Form 471 #181042636, available at [http://publicdata.usac.org/SL/Prd/Form471/17018032/181042636/Original/USAC\\_FCC\\_FORM\\_471\\_APPLICATION\\_181042636\\_CERTIFIED.pdf](http://publicdata.usac.org/SL/Prd/Form471/17018032/181042636/Original/USAC_FCC_FORM_471_APPLICATION_181042636_CERTIFIED.pdf). (This Form 471 was for the category 2 services requested. As to the category 1 services, DPA received only one bid by the close of the 28-day waiting period, and initially waited a few days under the mistaken assumption as a first-time applicant that it might receive another eligible bid. Upon recognizing that the close of the waiting period precluded that possibility, DPA filed its Form 471 for category 1 on May 2, 2018. See DPA FCC Form 471 #181042742, available at [http://publicdata.usac.org/SL/Prd/Form471/17018032/181042742/Original/USAC\\_FCC\\_FORM\\_471\\_APPLICATION\\_181042742\\_CERTIFIED.pdf](http://publicdata.usac.org/SL/Prd/Form471/17018032/181042742/Original/USAC_FCC_FORM_471_APPLICATION_181042742_CERTIFIED.pdf)).

<sup>6</sup> See *infra* note 18 and accompanying text.

<sup>7</sup> See Exhibit 2 hereto.

<sup>8</sup> 47 C.F.R. § 1.3.

<sup>9</sup> *Northeast Cellular Telephone Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990) (“*Northeast Cellular*”).



individual basis.<sup>10</sup> In sum, waiver is appropriate if special circumstances warrant deviation from the general rule, and such deviation would better serve the public interest than strict adherence to the general rule.<sup>11</sup>

### **III. THE BUREAU SHOULD GRANT A WAIVER UNDER THESE CIRCUMSTANCES**

This is the very archetype of such a situation. DPA, a brand new and uniquely innovative public charter school dedicated to serving deserving low-income children in a depressed area of inner-city Washington, D.C., is in dire need of E-rate supported services for its *computer science-focused* curriculum, and has done its utmost to adhere to the Commission's E-rate rules even while scrambling to secure a suitable location to serve its inaugural class of sixth-graders and to open its doors this August. This extraordinary set of circumstances cries out for expedited grant of a waiver of a procedural rule, in service to the Commission's paramount statutory duty "to enhance, to the extent technically feasible and economically reasonable, access to advanced telecommunications and information services for all public and non-profit elementary and secondary school classrooms."<sup>12</sup>

In the context of the E-rate program and, specifically, requests for waivers of the Commission's Form 471 filing window, the Bureau has almost routinely granted such waivers where an untimely Form 471 was filed within 14 days after the close of filing window.<sup>13</sup> The

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<sup>10</sup> *WAIT Radio v. FCC*, 418 F.2d 1153, 1157 (D.C. Cir. 1969), *aff'd*, 459 F.2d 1203 (D.C. Cir 1972).

<sup>11</sup> *Northeast Cellular*, 897 F.2d at 1166.

<sup>12</sup> 47 U.S.C. § 254(h)(2)(A).

<sup>13</sup> See, e.g., *Streamlined Resolution of Requests Related to Actions by the Universal Service Administrative Company*, DA 18-561 (Wireline Comp. Bur., rel. May 31, 2018 (granting 60 requests for waiver where Form 471 was filed within 14 days of the close of the window) ("*May 2018 Streamlined Resolution Order*"); *Streamlined Resolution of Requests Related to Actions by the Universal Service Administrative Company*, DA 18-416 (Wireline Comp. Bur., rel. Apr. 30, 2018 (granting 20 requests for waiver where Form 471 was filed within 14 days of the close of the window). See also *Requests for Waiver and Review of Decisions of the Universal Service Administrator*

Bureau has also granted many waivers of the Form 471 filing window beyond 14 days but “within a reasonable period” due to various other circumstances beyond the applicant’s control.<sup>14</sup> In the instant case, DPA filed its first Form 471 within 29 days of the close of the filing window, on the *first possible day* after the 28-day waiting period had elapsed.

In the *Academy of Math and Science Order* frequently cited in the Bureau’s Orders in such waiver cases, the Commission granted 93 filing window waiver requests due to special circumstances “where petitioners’ applications were completed shortly after the filing window closed,” finding that the violations were “procedural violations” and that the applications were filed “close enough to the deadline so as not to impair the administration of the program.”<sup>15</sup> The Commission recognized that “unexpected events may cause unanticipated delays,” and that under the facts presented, “rigid adherence to filing procedures does not further the purposes of section 254(h) of the Act or serve the public interest.”<sup>16</sup> The Commission has also granted

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by *Academy of Math and Science et al.*; *Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 25 FCC Rcd 9256, 9259, para. 8 (2010) (“*Academy of Math and Science Order*”) (granting 57 such requests).

<sup>14</sup> See, e.g., *May 2018 Streamlined Resolution Order* at para. 2 & p.6; *Requests for Waiver and Review of Decisions of the Universal Service Administrator by Abbotsford School District, et al.*; *Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 27 FCC Rcd 15299, 15300, para. 2 (WCB 2012) (granting waiver where the applicant filed within a reasonable period after the close of the filing window despite delays beyond its control); *Request for Review of the Decision of the Universal Service Administrator by Academy for Academic Excellence, et al.*, *Schools and Libraries Universal Service Support Mechanism*, File Nos. SLD-539076, 539722, et al., CC Docket No. 02-6, Order, 22 FCC Rcd 4747, para. 4 (Wireline Comp. Bur. 2007) (“*Academy for Academic Excellence Order*”) (granting waivers “due to circumstances beyond their control, such as school reorganizations”); *Requests for Waiver and Review of Decisions of the Universal Service Administrator by Acorn Public Library District, et al.*, *Schools and Libraries Universal Service Support Mechanism*, File Nos. SLD-637819, et al., CC Docket No. 02-6, Order, 23 FCC Rcd 15474, 15477 para. 7 (Wireline Comp. Bur. 2008) (granting waivers to applicants “more than 14 days after the FCC Form 471 filing window deadline due to delays caused by circumstances beyond their control”); *Academy of Math and Science Order* at para. 8 (granting waivers where the applicant filed within 30 days after the close of the filing window).

<sup>15</sup> *Academy of Math and Science Order* at paras. 8-9.

<sup>16</sup> *Id.* at para. 9. See also *Request for Review of the Decision of the Universal Service Administrator by Bishop Perry Middle School, et al.*, *Schools and Libraries Universal Service Support Mechanism*, File Nos. SLD-487170, et al., CC Docket No. 02-6, Order, 21 FCC Rcd 5316, para. 14 (2006) (“*Bishop Perry Order*”).

waivers where “denial of funding in these cases would inflict undue hardship on the applicants.”<sup>17</sup>

In short, the Commission has often, and for compelling and statutorily justified reasons, seen fit to grant waivers of the Form 471 filing window deadline under circumstances such as these. DPA is a brand new public charter school in a low-income community, making its first funding request for E-rate supported services; its late Form 471 filing was due to circumstances beyond its control, i.e., the unexpected loss of a school location that would not have required a new E-rate service request; it complied with the rules as completely, diligently and timely as was possible under these circumstances, dutifully following Commission and USAC guidance;<sup>18</sup> and denial of funding in this case would surely inflict undue hardship on DPA’s new, incoming sixth grade students, who have chosen DPA because of a curriculum that is focused on computer science, which is particularly dependent on access to high-speed broadband. Its eligibility for and deservedness of a waiver is at least as great as in the case of applicants that were granted waivers due to other “circumstances beyond their control, such as school reorganizations.”<sup>19</sup> With a grant of this simple waiver, the Bureau will not only assist DPA’s mission to provide a uniquely computer-centric education to middle schoolers in inner city Washington D.C., who will particularly benefit from E-rate supported services; it will fulfill Congress’s goal in enacting the E-rate program to “open new worlds of knowledge, learning and education to all

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<sup>17</sup> *Bishop Perry Order* at para.14.

<sup>18</sup> See USAC Schools & Libraries Program NewsBrief, Mar. 16, 2018, “Answers to Common Application Filing Window Questions,” available at <https://www.usac.org/sl/tools/news-briefs/preview.aspx?id=821> (“What if I miss the March 22 deadline? *Be sure to wait at least 28 days after you certified your FCC Form 470* before you choose a service provider and, if applicable, sign a contract. Then complete and certify your FCC Form 471. After your form has been certified, you will receive an out-of-window message. *You can then request a waiver of the window filing requirement from the FCC.* Please note that your waiver request may or may not be granted.”) (emphasis added).

<sup>19</sup> *Academy for Academic Excellence Order* at para. 4.

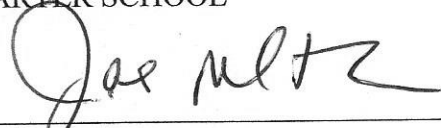
Americans—rich and poor, rural and urban.”<sup>20</sup> In contrast, denial of a waiver in this case would subvert that goal.

#### IV. PLEA FOR RELIEF AND CONCLUSION

In light of the foregoing, DPA respectfully requests that the Bureau grant this petition and direct USAC to process its Forms 471 as expeditiously as possible, and if possible within 30 days of the date of this petition.

Respectfully submitted,

DIGITAL PIONEERS ACADEMY PUBLIC  
CHARTER SCHOOL

By 

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Its Attorney

June 15, 2017

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<sup>20</sup> Joint Explanatory Statement of the Committee of the Conference (H.R. Rep. No. 458, 104th Cong., 2d Sess., Jan. 31, 1996) at 132.

**DECLARATION**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 14 day of June, 2018.

Printed Name:

Title:

Mashea M. Ashton  
Mashea M. Ashton  
CEO

**EXHIBIT 1**

**Lease Between Digital Pioneers Academy Public Charter School and East  
Washington Heights Baptist Church**

**Executed March 18, 2018**



# **East Washington Heights Baptist Church and Digital Pioneers Academy Public Charter School**

## **COMMERCIAL LEASE AGREEMENT**

**THIS AGREEMENT** between **EAST WASHINGTON HEIGHTS BAPTIST CHURCH** organized and existing as a religious society under the laws of the District of Columbia, hereinafter described as "**Lessor**" and **DIGITAL PIONEERS ACADEMY PUBLIC CHARTER SCHOOL**, a District of Columbia non-profit corporation, hereinafter described as "**Lessee.**"

**WHEREAS**, the **Lessor** is the owner of certain property that includes an Education Wing ("Premises"), located at 2220 Branch Avenue, S.E., Washington, D.C. 20020; and

**WHEREAS**, the **Lessee**, seeks to operate a District of Columbia Public Charter School for children in the sixth grade; and

**WHEREAS**, the parties desire to enter into this Lease which defines their respective rights, duties, and liabilities relating to the Premises (as hereinafter defined).

**NOW**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, **Lessor** and **Lessee** agree as follows:

- 1. LEASED PREMISES OR PREMISES.** **Lessor** leases to **Lessee** the premises familiarly described as the second (2<sup>nd</sup>) floor including the restroom facilities; Room 4 and adjacent work room on the first (1<sup>st</sup>) floor of the Education Wing. **Lessee's** use of the Leased Premises is exclusive from Monday through Friday, 7 a.m. to 6:30 p.m. throughout the term of this Lease. In addition to the Leased Premises, **Lessee** and its personnel, students, and invitees have access during the term of this Lease to the following common ("shared") areas located on the property, including: the Branch Avenue entrance to the Education Wing; twenty-five (25) parking spaces (except **Lessee** agrees to allow **Lessor** to use the parking spaces for funeral and other plans (with prior notice to **Lessee**) and the ADA compliant entrance; use of restroom facilities for adults on the first floor of the Education Wing; the first (1<sup>st</sup>) floor; hallways; stairs; Fountain Hall restroom facilities (including use by supervised children) when **Lessee** is using Fountain Hall; use of the Cafeteria/food delivery in Fountain Hall including 35 square feet of the kitchen for one (1) refrigerator and two (2) warming ovens); the Many Chapel for meetings; use of Room 3 for staff meetings and training; and designated outdoor play space located in the parking lot (which may include temporary barricades, basketball hoop, grassy area for lunch tables); and, classrooms (**Lessee's**) are shared on weekends by **Lessor** (and same will be left in condition when entered).

2. **LEASE ACCEPTANCE.** Lessee does take and hold the Leased Premises at the rental payment specifically reserved herein and payable under the terms herein and subject to all of the conditions contained herein.

3. **TERM.** Lessee leases the Leased Premises for one (1) year starting on the 1<sup>st</sup> day of August 2018 and expiring on July 31, 2019 at 11:59 p.m. The commencement date will be April 2, 2018 for all pre-renovation and renovation requirements.

4. **POSSESSION.** Lessee does take and hold Leased Premises as a Lessee for the term named, but Lessor gives Lessee the limited right to remodel, renovate, and refurbish the Building and construct all of Lessee's Work in and to the Leased Premises for its Use as required pursuant to the terms and provisions as provided herein and in "Exhibit A" which is mutually agreed to by Lessor and Lessee, and duly executed, including any subsequent revisions and/or Change Orders to Exhibit A, that are duly executed by Lessor and Lessee commencing on April 2, 2018 is attached hereto and made a part hereof.

5. **USE.** Lessee will use and occupy the Leased Premises solely for the purpose of the operation of the Digital Pioneers Academy Public Charter School, to include the sixth grade (up to 120 students) and related administrative uses under present applicable zoning regulations, and for no other purpose whatsoever without the prior written consent of Lessor, which may be withheld at Lessor's sole and absolute discretion. Lessee must, at Lessee's sole cost and expense, comply with all laws affecting the Leased Premises including the making of any all alterations or other improvements to the Leased Premises as are required by all laws. In no event will Lessee use, occupy, alter or perform any activities within the Leased Premises in a manner or for purposes which are prohibited by zoning or similar laws or regulations, covenants, conditions, limitations, easements or restrictions now or hereafter of record which are applicable to the Leased Premises unless Lessee seeks and obtains appropriate variances or waivers therefrom.

Lessee acknowledges and agrees it is solely responsible for determining if the Permitted Use complies with all zoning regulations, and that Lessor makes no representation (express or implied) concerning such zoning regulations or the suitability of the Leased Premises for the Permitted Use. If necessary, Lessee will obtain an occupancy permit before occupying the Leased Premises and if any other governmental license or permit is required for the proper and lawful conduct of Lessee's business within the Leased Premises, Lessee will procure the same on or before July 31, 2018 in order to continue using (or, making repairs to the premises for its intended Use) and/or occupying the Leased Premises and Lessee is responsible for the cost to obtain the permits and to improve the premises for its purposes. Lessee will not use or permit the premises to be used for any unlawful or hazardous purposes.

6. **RENT.** In consideration of the leasing of the Leased Premises, Lessee does hereby covenant and agree to pay rental costs to Lessor as follows:

- a. Annual rent. Annual rent to **Lessor** in the amount of Eighty-five Thousand Dollars (\$85,000.00), payable in monthly installments of Seven Thousand Eighty-Three Dollars and Thirty-Three Cents (\$7,083.33), for use of the Leased Premises. The first installment in the amount of \$7,083.33 is payable on the 1st day of August 2018 and each monthly rental thereafter is payable on the 1st day of each month throughout the term of this Lease. Any payment by **Lessee** of less than the total rent due will be treated as a payment on account. Acceptance of any check bearing an endorsement with the language "payment in full" is not an accord and satisfaction or a novation, and such statement will be given no effect. **Lessor** may accept any payment without prejudice to any rights or remedies which **Lessor** may have against **Lessee**. A five percent (5%) late fee will be assessed against the amount of unpaid rent if any rent payment is not received by **Lessor** on or before the 5<sup>th</sup> day of each month.
- b. Payments to **Lessor**. **Lessee** will pay the amount due under this lease without notice, demand, deduction, abatement, or set-off by check or automated clearing house payment (ACH) to **Lessor**:

**East Washington Heights Baptist Church**  
c/o Treasurer  
2220 Branch Avenue, SE  
Washington, D.C. 20020

or to such other party or address as **Lessor** may designate by written notice to **Lessee**. If **Lessor** does accept at any time rent payment after it becomes due and payable, such acceptance is not a waiver of any of **Lessor's** rights hereunder and does not excuse such delay on subsequent occasions. There will be a \$50.00 fee for any check returned for "insufficient funds."

- c. Security Deposit. **SEE SECTION 26 BELOW.**

7. **ASSIGNMENT OR SUBLEASE.** **Lessee** may not assign or sublet the Leased Premises, all or any portions thereof, nor, transfer, mortgage, or encumber this lease, without prior written consent of the **Lessor**, not to be unreasonably withheld, conditioned, delayed or charge made therefor. Any such assignment or subletting will in no way relieve **Lessee** from liability for the obligation imposed by this Lease. **Lessee** may only be released from liability by a specific written release executed by **Lessor**.

8. **CONDITION, MAINTENANCE AND REPAIRS OF PREMISES.**

- a. **Condition of Premises.** **Lessee** acknowledges that **Lessee** has inspected the Leased Premises and accepts the Leased Premises, and all improvements,

betterments and equipment "**AS-IS**" with no representation or warranty by **Lessor**, express or implied, as to the condition or suitability of the Leased Premises for **Lessee's** purpose, except as specifically set forth in this Lease; and **Lessor** has no obligation to construct, improve, maintain or repair the Leased Premises, except as specifically set forth in this Lease.

b. **Lessor's Maintenance.** **Lessor** will maintain the roof and common areas of the building, along with all building systems (including the HVAC, electrical, roofing, and plumbing systems) for the term of this Lease.

c. **Lessee's Repairs/Maintenance.** During the Lease term (subject to the exceptions contained in Paragraphs Five and Eight), **Lessee** is responsible for the cost of all maintenance and repair of, and replacement to, the interior of the Building on the Leased Premises, specifically, the second floor and the entryway, Classroom 4, and work room on the first floor, including the doors, screens, floors, walls, ceilings, and other equipment and fixtures located in or traversing the Building on the Leased Premises. All glass, both exterior and interior, will be maintained in the Building on the Leased Premises at the sole risk of **Lessee**, and **Lessee** agrees to replace any glass promptly at its sole expense in the event of breakage. **Lessee** agrees to patch walls, paint when necessary, and professionally clean the carpet. **Lessee** will keep the Leased Premises in a good and orderly condition at all times including, but not limited to, providing all the second floor interior cleaning services of the rooms, hallways, bathrooms, etc. **Lessee** shares responsibility in keeping the shared spaces in a good and orderly condition including, but not limited to, providing interior cleaning services after its use of Classroom 3, Many Chapel, Fountain Hall, kitchen, bathrooms, hallways, designated outside space, or any other space that **Lessee** may use. **Lessee** will return the Leased Premises broom clean to **Lessor** at the expiration date or other termination of this lease, excepting ordinary wear and tear and damage by the elements, fire and other casualty not due to the negligence of the **Lessee**. **Lessee** will obtain and/or maintain the security monitoring services and tel-data/internet services and provide pest control for the Leased Premises.

## 9. UTILITIES/MAINTENANCE.

- a. Utilities. **Lessee** will reimburse **Lessor** for any increase in utilities over the average of year 2015 and 2016 payable on a monthly basis commencing on September 1, 2018.
- b. **Lessor** agrees to provide copies of the bills for such time period to **Lessee**.
- c. Supplies. **Lessee** will cover the costs of cleanliness supplies for the use of the school in the Leased Premises and shared spaces when used by **Lessee**.
- d. Janitorial. **Lessee** will provide janitorial services for Leased premises and designated shared spaces when used by **Lessee**.

- e. **Security.** Lessee will provide security management for the Leased Premises. This may include: alarm for interior doors, controlled access, and additional cameras and monitoring. Lessee will designate staff that will have access to the Education Wing to open and close the building during the week.

## 10. CONSTRUCTION AND ALTERATIONS.

a. Lessee acknowledges that it has inspected the Leased Premises and accepts the Leased Premises, and all improvements, and equipment "**AS-IS**" with no representation or warranty by Lessor, express or implied, as to the condition or suitability of the Leased premises for Lessee's use, except as specifically set forth in this Lease and, Lessor has no obligation to construct, improve, maintain or repair the Leased Premises, except as specifically set forth in this Lease.

b. **Lessee's Work.** Lessee will remodel, renovate and refurbish the Building and construct all of Lessee's Work in and to the Leased Premises as required pursuant to the terms and provisions hereof in the sum of \$515,000.00, unless as otherwise approved by Lessee to pay a higher sum. Lessee's Work will include such improvements to the Premises, including, any required demolition and reconstruction of walls to create classrooms, to improve fresh air intake, to meet DCRA and federal requirements, and to deliver electrical upgrades and cosmetic improvements as provided in "**Exhibit A**."

c. Lessee will negotiate and supervise all contracts for the furnishing of services, labor, and materials for the construction of the improvements on the Leased Premises herein at its cost.

d. Lessee is required to pay, at its sole cost and expense, any and all building permits, impact fees and related governmental charges in connection with the construction of Lessee's Work done by or on behalf of Lessee in and to the Leased Premises.

e. Prior to construction, Lessee is required to obtain (at its cost) and remain in full force and effect, a Non Revocable "All-Risk" Builder's Risk Insurance policy from an insurance company with at least an A rating from A.M. Best that is acceptable to Lessor and qualified to do business in the District of Columbia, in a sum equivalent to the Project size and which names Lessor as an additional insured party. All risk of loss or damage to the improvements during the course of construction is on Lessee with the proceeds from insurance thereon payable to Lessor. Before the start of any construction work relating to the Premises, Lessee will provide Landlord with the following:

1. An executed term sheet from Lessee's lender, reflecting that such lender will be funding the entirety of the Project costs (acceptable to Lessor) that Lessee will have funds to complete the full scope of Project).
2. Evidence of financial capacity (acceptable to Lessor) of Lessee's selected general contractor to complete the Project contemplated in the Lease.
3. Lessee agrees that it will consult with Lessor during its selection process for a general contractor. Notwithstanding Lessor's right to engage in the evaluation of prospective general contractors, Lessee has the sole



right to select the general contractor to perform the Project work, subject to **Lessor's** approval of items in Section 10 e, 1 and 2. **Lessee** agrees to complete the Project as per the Plans in the Lease and Exhibit A and any amendments thereto.

f. **Work Requirements.** Lessee is required to ensure all Work will be performed, including without limitation: (i) promptly, in a good and workmanlike manner with new materials and once commenced, diligently pursued to completion; (ii) by duly qualified licensed Persons and (iii) in accordance with (a) the plans and specifications approved in writing in advance by **Lessor** (as to both design and materials) as contained in **Exhibit A**, which approval may not be unreasonably withheld, conditioned, or delayed, and (b) in compliance to all laws. **Lessor** will have seven (7) Business Days from its receipt of all such plans and specifications (or revisions) to review and advise **Lessee** of its approval or of any changes that **Lessor** requires to be made. Within ten (10) Business Days after receipt of **Lessor's** notice of changes (if any), **Lessee** will cause all such changes to be made, and **Lessee** will resubmit the revised plans and specifications for **Lessor's** review. The revisions and resubmission will continue until **Lessor** will have approved or will be deemed to have approved **Lessee's** plans and specifications. In the event that **Lessor** has not responded to **Lessee** within such seven (7) Business Day period, then **Lessee** will have the right to deliver a notice to **Lessor** containing the following language in bold font and capital letters: **THIS NOTICE IS DELIVERED PURSUANT TO SECTION 10.f OF YOUR LEASE FOR LEASED PREMISES AT 2220 BRANCH AVENUE, WASHINGTON, DC. IF YOU FAIL TO APPROVE OR DISAPPROVE OR SEND COMMENTS TO THOSE CERTAIN PLANS AND SPECIFICATIONS DELIVERED TO YOU WITHIN FIVE (5) BUSINESS DAYS OF LESSOR'S RECEIPT OF THIS NOTICE, LESSOR WILL BE DEEMED TO HAVE APPROVED SUCH PLANS AND SPECIFICATIONS.** If **Lessor** fails to respond within five (5) Business Days after receipt of such notice from **Lessee**, then **Lessor** will be deemed to have approved such plans and specifications for **Lessee's** Work. **Lessor's** approval of the final plans and specifications will be evidenced by **Lessor** and **Lessee** initialing two (2) complete sets of final plans and specifications (the "**Plans**"), whereupon one fully executed set will be left with the **Lessor**.

g. **Approval of Lessee's Work.** The approval by **Lessor** of the Plans, if given, will not (i) imply **Lessor's** approval of the structural or engineering designs as to quality or fitness of any material or device used; (ii) imply that the plans and specifications are in accordance with the law (it being agreed that such compliance is solely **Lessee's** responsibility); (iii) relieve **Lessee** of the responsibility to construct structurally sound improvements which are free of defects; (iv) impose any liability on **Lessor** to any third party; or (v) serve as a waiver or forfeiture of any right of **Lessor**.

h. Upon completion of the Work. **Lessee** will deliver to **Lessor** a reproducible copy of any drawings of such Work as well as copies of all permits, approvals and other documents issued by any governmental agency in connection with such Work.



**11. OWNERSHIP OF IMPROVEMENTS.** All present and future alterations, additions, renovations, improvements, and installations located on or hereinafter made to the Leased Premises ("**Leasehold Improvements**") are deemed to be the property of **Lessee** and, upon **Lessee's** vacation or abandonment of the Leased Premises to be the property of **Lessor**, and will remain upon and be surrendered with the Leased Premises in good order, condition, and repair. All movable goods, inventory, office furniture, equipment, trade fixtures (including, without limitation, exterior Signs, white boards, and curtains) and any other movable personal property belonging to **Lessee** that are not permanently affixed to the Leased Premises will remain **Lessee's** property ("**Lessee's Property**") and will be removable by **Lessee** at any time, provided that **Lessee** will repair any damage to the Leased Premises caused by the removal of any of **Lessee's** Property. However, **Lessee** agrees that any window air conditioner unit will become the property of the **Lessor** upon **Lessee's** vacation or abandonment of the Leased Premises.

**12. REMOVAL OF LESSEE'S PROPERTY.** **Lessee** is required to remove all of **Lessee's** Property prior to the Termination Date or the termination of **Lessee's** right to possession. **Lessee** is required to repair any damage to the Leased Premises caused by such removal. If **Lessee** fails to timely remove said items, they are considered as abandoned and become the property of **Lessor**, or **Lessor** may have them removed and disposed of at the **Lessee's** reasonable cost and expense.

**13. MECHANIC'S LIENS.** No mechanic's or other lien (except for the leasehold mortgage lien of any approved mortgagee) will be allowed against the Leased Premises as a result of **Lessee's** improvements or other work done by or on behalf of **Lessee** at or to the Leased Premises. **Lessor** has the right to record and post notices of non-responsibility in or on the Leased Premises. **Lessee** will cause the same to be discharged of record or bonded to the satisfaction of **Lessor** within thirty (30) days subsequent to the filing and service thereof. If **Lessee** fails to discharge or bond any such lien, **Lessor**, in addition to all other rights or remedies provided in this Lease, may bond the lien or claim (or pay off the lien or claim if it cannot with reasonable effort be bonded) without inquiring into the validity thereof, and all expenses incurred by **Lessor** in so discharging the lien, including reasonable attorney's fees, will be paid by **Lessee** to **Lessor** as Additional Rent on ten (10) days' demand, which demand will be accompanied by reasonably detailed invoices evidencing the amounts so paid by **Lessor** and all costs and expenses, including reasonable attorney' fees, incurred by **Lessor** in connection therewith.

**14. SIGNS, SAFES & FURNISHINGS.**

a. **Lessee** will not, without the prior written consent of **Lessor**, which consent may not be unreasonably withheld, conditioned or delayed, install any exterior signs on the Leased Premises or any interior signs which can be seen from the exterior of the Premises ("**Signs**"). In the event that any Signs are installed on the Leased Premises, the signs are required to be in compliance with all laws. **Lessee**, at **Lessee's** sole cost and expense, will obtain all permits and licenses required in connection with any Signs and is fully responsible for the installation and maintenance thereof.

b. **Lessee** will submit to **Lessor** reasonably detailed drawings of all proposed Signs for review and approval by **Lessor** prior to installation or utilization of the Sign. **Lessor** may not unreasonably withhold approval provided **Lessee's** Sign drawings are in compliance with governmental codes. Upon submission by **Lessee** to **Lessor** of any proposed Signs, **Lessor** will have seven (7) business days to review and approve such signage requests. In the event **Lessor** has not responded to **Lessee** within the stated period, then **Lessee** will the right to deliver a notice to **Lessor** containing the following language in bold font and capital letters:

**THIS NOTICE IS DELIVERED PURSUANT TO SECTION 14 b OF YOUR LEASE FOR LEASED PREMISES LOCATED AT 2220 BRANCH AVENUE, WASHINGTON, DC. IF YOU FAIL TO APPROVE OR DISAPPROVE OR SEND COMMENTS TO THOSE CERTAIN SIGN DRAWINGS DELIVERED TO YOU ON FOR SIGNAGE TO BE INSTALLED AT THE SCHOOL WITHIN FIVE (5) BUSINESS DAYS OF YOUR RECEIPT OF THIS NOTICE, LESSOR WILL BE DEEMED TO HAVE APPROVED SUCH SIGNS.**

Notwithstanding the foregoing, **Lessee** will be permitted to install temporary banners on the exterior of the Education Building for purposes of notifying students and parents of activities and programs occurring at the Leased Premises, provided that such banners are in compliance with all laws.

c. **Lessee** will maintain all Signs in good condition and operating order and repair at all times. **Lessee** will repair any Signs that have been damaged within ten (10) Business Days after such damage occurs.

**15. ENTRY FOR REPAIRS AND INSPECTIONS.** **Lessee** will permit **Lessor** or its representative, to enter the Leased Premises, during business hours upon twenty-four (24) hours advance notice to **Lessee** during an agreed upon time for both parties (the said time may be shorter for any emergency that impacts the safety and well-being of the parties herein or their agents, representatives, and invitees) (without diminution of the rent payable by **Lessee**), to examine, inspect, protect (and repair as provided herein) the same. Nothing herein contained, however, will be deemed or construed to impose upon **Lessor** any obligation, responsibility or liability, whatsoever for the care, supervision or repair of the premises or any part thereof, unless provided herein. **Lessor** agrees that during **Lessor** or its representative's entry in the premises for any of the reasons enumerated above, that it will be responsible for any damage or theft that occurs caused solely by **Lessor** or its representative.

**16. INDEMNIFICATION.**

a. **Lessee** is required to indemnify and hold **Lessor** harmless against and from liability and claims of any kind for loss or damage to property of **Lessee** or any other person, arising out of: (1) **Lessee's** use, occupancy of the Leased Premises, or any work, activity or other things allowed or suffered by **Lessee** to be done in, or about the premises; (2) any breach or default by **Lessee** of any of **Lessee's** obligations under this Lease; or (3) any gross negligence or willful misconduct of **Lessee**, its agents, employees, invitees, or contractors. **Lessee** is required, in any action or proceeding arising from any such claim,

to indemnify **Lessor** against all 'reasonable' costs, including, court costs, attorney's fees, expert witness fees, and any other reasonable expenses incurred in such action or proceeding. As a material part of the consideration for **Lessor's** execution of this Lease, **Lessee** hereby assumes all risk of damage or injury to any person or property in, or about the Leased Premises from any use other than such damage or injury resulting from **Lessor's** gross negligence or willful misconduct. Lessee's total indemnification obligations under Section 16a will not exceed the total amount the policy limit coverages.

b. Except as to its own gross negligence, willful misconduct, breach of this Lease or violation of District of Columbia law or regulations, or that of its authorized agents and representatives, **Lessor** will not be liable for injury or damage that may be sustained by the person or property of **Lessee**, its employees, invitees, or customers, or any other person to or about the Leased Premises or shared spaces, caused by or resulting from fire, steam, electricity, gas, water or rain that may leak or flow from or into any part of the premises, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, whether such damage or injury results from conditions arising upon the premises or upon other portions of the land or from other sources. **Lessor** is not liable for any damage arising from any act or omission of **Lessee**. **Lessor** will indemnify **Lessee** in the same manner as set forth above in Section 16a for any reasonable damages, costs, expenses, or liabilities incurred by **Lessee** as a result of **Lessor's** gross negligence, willful misconduct, breach of any provision of this Lease or violations of District of Columbia law or regulations.

## 17. INSURANCE

a. **Lessee** is required to carry insurance and all insurance so required hereunder must be issued by insurance companies with at least an A rating from A.M. Best that are acceptable to **Lessor** and qualified to do business in the District of Columbia. Each policy must name **Lessor**, and at **Lessor's** request any mortgage holder of **Lessor**, as an additional insured, as their respective interest may appear. Each policy must contain: (i) a cross-liability endorsement; (ii) a provision that such policy and the coverage evidenced thereby will be primary and non-contributing with respect to any policies carried by **Lessor** and that any coverage carried by **Lessor** will be excess insurance; and (iii) a waiver by the insurer of any right of subrogation against **Lessor**, its agents, employees and representatives. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder will be delivered to **Lessor** within thirty (30) days after **Lessee** is given the right of possession. **Lessor** may at any time inspect and/or copy any insurance policies required to be furnished by **Lessee**. **Lessee** will furnish **Lessor** with renewals or "binders" of any such policy at least five (5) days prior to the expiration thereof. **Lessor** agrees that if **Lessee** does not take out and maintain such insurance, **Lessor** may (but will not be required to) procure said insurance on **Lessee's** behalf and charge the **Lessee** the premiums together with a fifteen percent (15%) handling charge, payable upon demand.

b. **Comprehensive Liability.** Lessee is required to carry a general comprehensive liability insurance policy including comprehensive public liability and property damage insurance with respect to the construction of improvements on the Leased Premises, the use, operation or condition of the Leased Premises and the operations of Lessee, its agents, employees, representatives or invitees, in or about the Leased Premises, providing personal injury and broad form property damage coverage for not less than **Two Million Dollars (\$2,000,00,00)** combined single limit for bodily injury, death and property damage liability.

c. **Worker's Compensation.** Lessee is required to carry worker's compensation coverage to the extent required by law, in form and amounts required by law.

d. **No Limitation.** Neither the issuance of any insurance policy required under this lease nor the minimum limits specified herein limits or restricts in any way Lessee's liability arising under or out of this lease.

e. **Casualty Insurance.** For the term of this lease, Lessee is required to maintain in effect casualty insurance policies covering Leasehold improvements (if the same is not covered under Paragraph 15 b). Such insurance will provide protection against perils included in the classification "fine and extended coverage" together with insurance against sprinkler damage, vandalism and malicious mischief. The proceeds of such insurance will be used to repair or replace the property insured.

f. **Lessor** agrees to maintain both the types and amounts of insurance required by its mortgagee, or in the absence of a mortgage, what would be required by an owner/operator similar to **Lessor** of a comparable building located in Washington, D.C., but in any event Lessor will maintain customary "all risk" property insurance on the Building equal to 100% of the replacement value thereof with commercially reasonable deductibles.

**18. WAIVER OF SUBROGATION.** Lessor and Lessee each hereby waive all rights of recovery against the other and against the officers, employees, agents, and representatives of the other, on account of loss by or damage to the waiving party or its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy that either may have in force at the time of the loss or damage.

**19. CONDEMNATION.** If the whole or any portion of the premises is taken or condemned by any competent authority for any public or quasi-public use or purposes, then the terms of this lease will cease and terminate from the date when the possession of the part so taken is required for such use or purpose. The proportionate rent, however, will in any case be abated as of the effective date of such taking.



**20. FIRE AND CASUALTY DAMAGE TO LEASED PREMISES.** If the Leased Premises is partially damaged by fire or other unavoidable casualties without the fault or neglect of Lessee, its agents, invitees, or representatives, the rent will be abated for the period during which the premises are not usable in proportion to the part of the premises not usable.

**21. FORCE MAJEURE.** Any prevention, delay or stoppage of work to be performed by Lessor which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, will excuse performance of the work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in the paragraph will excuse or delay Lessee's obligation to pay the fees or other charges under this Lease; nor excuse Lessor's gross negligence, willful misconduct, breach of this Lease or violations of District of Columbia law or regulations.

**22. QUIET ENJOYMENT.** Lessee, upon paying the rent, may peaceably and quietly enjoy the premises, subject to the terms of this lease.

**23. LESSEE CONDUCT.** Lessee will conduct its business and require its students, employees, agents, invitees, or other persons on the Leased Premises or shared spaces with its consent, whether known by the Lessee or not, to conduct themselves in a manner that will not disturb the other occupants of the Building. The Lessee further covenants and agrees that it will not use or permit the Leased Premises or shared spaces to be used for any improper, illegal, or immoral purpose nor will Lessee use, permit, or suffer the Leased Premises or shared spaces to be used by any person or persons in any noisy, dangerous, offensive, illegal, or improper manner.

**24. DEFAULT.** Provided always, that if the rent is not paid or any installment thereof; or if the Lessee fails to perform or neglect to keep and perform each condition herein contained, and on the part of the Lessee to be kept and performed, and provided the Lessee fails to remedy any such default within thirty (30) days (or such longer period not to exceed 60 days in the case of default followed by initiation of a cure by Lessee that continues to be undertaken but cannot be completed within 30 days) after written notice thereof from Lessor, the Lessor is entitled to terminate this lease and re-enter the premises. And, in the event of such re-entry by process of law the Lessee nevertheless agrees to be responsible for any damage, deficiency or loss of rent which the Lessor may sustain by such reentry; and, in such case the Lessor reserves full power, which is hereby acceded to the Lessee, in liquidation and discharge, in whole or in part, as the case may be, of the liability of said Lessee and the terms and provisions of this lease. No waiver of any breach of any condition or agreement herein contained will operate as a waiver of the condition or agreement itself. In the event the Lessor or the Lessee is required to take legal action or employ an attorney to enforce the terms of the lease, the unsuccessful party agrees to pay all expenses and reasonable attorneys' fees.

**25. OPTION TO RENEW LEASE.** Lessee, upon the expiration of the term of the lease herein may continue the said lease on a month-to-month basis for the same monthly rent as provided herein or, have the option of renewing the lease for one (1) year provided Lessee notifies the

**Lessor** ninety (90) days prior to the expiration of this Lease in writing and **Lessor** does not intend to lease the subject premises to another **Lessee**. The parties agree that in the event the **Lessee** does lease the premises for an additional term, the rental increase will be subject to negotiation but in no case, not less than a minimum 5% increase from the previous annual rental rate. The parties agree that in the event the **Lessor** intends to either lease the Premises for a long term tenancy or, in the event **Lessor** sells its property, **Lessor** and **Lessee** agree to negotiate the terms, in good faith, in a subsequent agreement.

26. **SECURITY DEPOSIT.** **Lessee** deposits with **Lessor** on the signing of this Lease an amount equivalent to one month's rent, as security for the performance of all of **Lessee's** obligations under this Lease. The security deposit will be retained by the **Lessor** in a regular checking account in a bank designated by the **Lessor** and will bear no interest. If **Lessor** applies any part of the deposit to cure any default of **Lessee**, **Lessee** will upon demand, deposit with **Lessor** the amount applied so that **Lessor** will have the full deposit on hand at all times during the term of the lease. The security deposit will be returned to **Lessee** upon the termination of this Lease, less any sums applied by **Lessor** to cure any uncured default of **Lessee** no later than sixty (60) days of conclusion of the Lease.

27. **LESSOR MAY CURE DEFAULTS.** If **Lessee** defaults in the performance of any condition or covenant of this Lease, **Lessor** may, on reasonable notice to **Lessee** (except no notice is given in the case of an emergency), cure the default at **Lessee's** expense and the reasonable amount of all expenses, including reasonable attorney's fees, incurred by **Lessor** will be deemed additional rent.

28. **RULES, REGULATIONS and THE LAWS.** **Lessee** is required to comply with all federal and District of Columbia laws, statutes, codes, orders, ordinances, regulations, rules, licenses, permits, variances, governmental orders and approvals, including Hazardous Material laws and Green Building Requirements now or hereafter which relate to or are applicable to the Leased Premises or to its use, occupancy or control thereof or the conduct of any business thereon of the Premises and, including those relating to the making, or requiring the making, of any additions, changes, repairs or improvements, structural or otherwise, to or of the Leased Premises, or any portion thereof during the term of this Lease.

29. **CHOICE OF LAW AND FORUM.** The parties agree this Agreement will be construed according to the laws of the District of Columbia and constitute the entire understanding between the parties as of the commencement of the term of this agreement, and supersedes all prior agreements and understandings between the parties, and cannot be changed or terminated orally. The parties also agree that any action involving a dispute relating in any manner to the Lease, the **LESSOR/LESSEE** relationship, the use or occupancy of the Leased Premises, or any claim of injury or damage will be filed and adjudicated solely in the District of Columbia or any applicable federal courts of the jurisdiction in which the Leased Premises are located.



**30. LEASE BINDING ON SUCCESSORS, REPRESENTATIVES, AND ASSIGNS.**

The provisions of this Lease apply to, bind, and inure to the benefit of **Lessor** and Lessee and their successors, legal representatives, and assigns. It is understood that the possession, or the **Lessee** for the time being, of the Building, so that if the Building is sold or leased or if the mortgagee takes possession of the premises, **Lessor** is entirely freed and relieved of all covenants and obligations of Lessor accruing after such sale, lease, or taking of possession, and it will be deemed without further agreement that the purchaser, the **Lessee**, or the mortgagee in possession has assumed and agreed to carry out any of **Lessor's** covenants and obligations.

**31. PARKING.** During the term of this Lease, **Lessee** has the non-exclusive right to use in common with the **Lessor** and its employees, agents, and other invitees, twenty-five (25) common automobile parking spaces directly in the rear of the premises at no additional fee. The **Lessee** agrees to limit parking on **Lessor's** premises familiarly described as the "grounds" to Monday through Friday between 7:00 am and 6:30 pm. **Lessee** agrees, upon previous written notice from **Lessor** of **Lessor's** special programs, funerals, and/or events occurring during such time period, to not use the common automobile parking areas as per **Lessor's** notice.

**32. HAZARDOUS MATERIALS.**

a. Neither **Lessee** nor third-parties will suffer or permit the Property, or any portion thereof to be used as a site for the storage, disposal, use, generation or manufacture of any "Hazardous Materials", suffer or permit the property to be contaminated by any Hazardous Materials or transport to or from the Leased Premises any Hazardous Materials. For the purpose of this Lease, Hazardous Materials includes but is not limited to: (i) flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials; (ii) all substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq. and the Superfund Amendments and Reauthorization Act ("SARA") thereof; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1901, et seq.; the Toxic Substance Control Act, 15 U.S.C. Section 2601, et seq.; or the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; (iii) any similar applicable state or local statute, regulation or ordinance; and (iv) any oil based or petroleum products subject to regulation pursuant to 42 U.S.C. Section 6991 (a), et seq. or applicable state law.

b. **Lessee** agrees that in the event the Leased Premises or any condition existing thereon is ever determined by any court or governmental agency to be in violation of any law, ordinance or regulation which requires correction or clean-up under any law, ordinance or regulation relating to environmental protection, occupational health or safety, public health or safety, or public nuisance or menace, and such violation is due to the act or negligence of **Lessee**, its agents or invitees, the **Lessor**, at its option, but without obligation so to do, may correct such condition or violation and in doing so will conclusively be deemed to be acting reasonably and for the purpose of protecting the

value of its collateral, and the **Lessor** may charge all costs of correcting such conditions or violations to the **Lessee** which amounts will be due upon demand and secured hereby, and will bear interest from the date expended by the Lessor until paid at the rate set forth in the Note.

c. **Lessee** will indemnify and hold Lessor harmless from all expenses of clean-up, removal and/or correction of a condition or violations as set forth in the preceding paragraph, occasioned by the discovery of any Hazardous Materials on or off of the Property, whether or not any demand for such action is made by any regulatory agency or demand for reimbursement is made for such clean-up or correction as performed by such an agency. **Lessee** will provide notice to **Lessor** immediately upon the receipt of claims made by any third party, including without limitation, governmental agencies, against **Lessee** or the Property because of environmental contamination of the Property or any portion thereof. Further, **Lessee** will indemnify and hold **Lessor** harmless from and against all claims, demands, liabilities, costs and expenses, including, without limiting the generality of the foregoing, attorneys' fees, expert witness fees and all other costs of defense arising from, related to, or connected with the generation, manufacture, storage, disposal, use, location, removal and/or transportation of any Hazardous Material to, upon or from the Property or the contamination of the Property by any Hazardous Material, but only if such storage, disposal, use, location, transportation or contamination occurred during the term of this Lease.

**33. TITLE.** The parties covenant and warrant that the parties executing this Lease Agreement has the full right and authority to enter this Lease Agreement for the full term.

**34. SEVERABILITY.** If any provision of this Lease is held to be illegal, invalid or unenforceable under any present or future laws, and if the rights or obligations of any party hereto under this Lease will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Lease will be construed and enforced as if such provision had never comprised a part hereof, (c) the remaining provisions of this Lease will remain in full force and effect and will not be affected by such provision or its severance..

**35. AMENDMENTS AND WAIVERS.** Any provision of this Lease may be amended or waived if, and only if, such amendment or waiver is in writing and is duly signed, in the case of an amendment, by each party to this Lease, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto executed this lease under seal.

ATTEST:

LESSOR: EAST WASHINGTON HEIGHTS  
BAPTIST CHURCH

BY: Charlie Taylor

Title: Minister

Date: 3-18-2018

BY: LeRonald B. Bolden

Title: Trustee

Date: 3-18-2018

BY: Harold S. Banks

Title: Trustee

Date: 3-18-2018

By: Aubrey B. Jager Jr.

Title: Trustee

Date: 3-18-2018

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Attach Corporate Seal)



ATTEST:

LESSEE: **DIGITAL PIONEERS ACADEMY  
PUBLIC CHARTER SCHOOL**

BY: Masha M. Artoz

Title: CBO Principal

(Attach Corporate Seal)

Date: 3-18-18

**East Washington Heights Baptist Church and  
Digital Pioneers Academy Public Charter School**

**Lease Agreement**

**Exhibit A**

**I. Lessee's Capital Improvements**

**A. 2<sup>nd</sup> Floor**

**Lessee** will modify space to include approximately five classrooms, 3 offices, and a teacher workroom (as per Drawings included herein and approved by **Lessor**)

**2. Lessee will provide following upgrades:**

- a. Renovate classrooms and office space (**Lessor** will move the 2 archives rooms on second floor to be available for office space for the **Lessee**).
- b. Upgrade electricity, lighting, and telecom on second floor.
- c. Provide fresh paint and floors as needed.
- d. Provide AC Window Units as needed.
- e. Seal in fireplace in technology room.

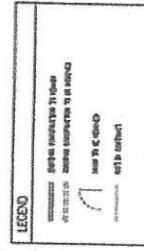
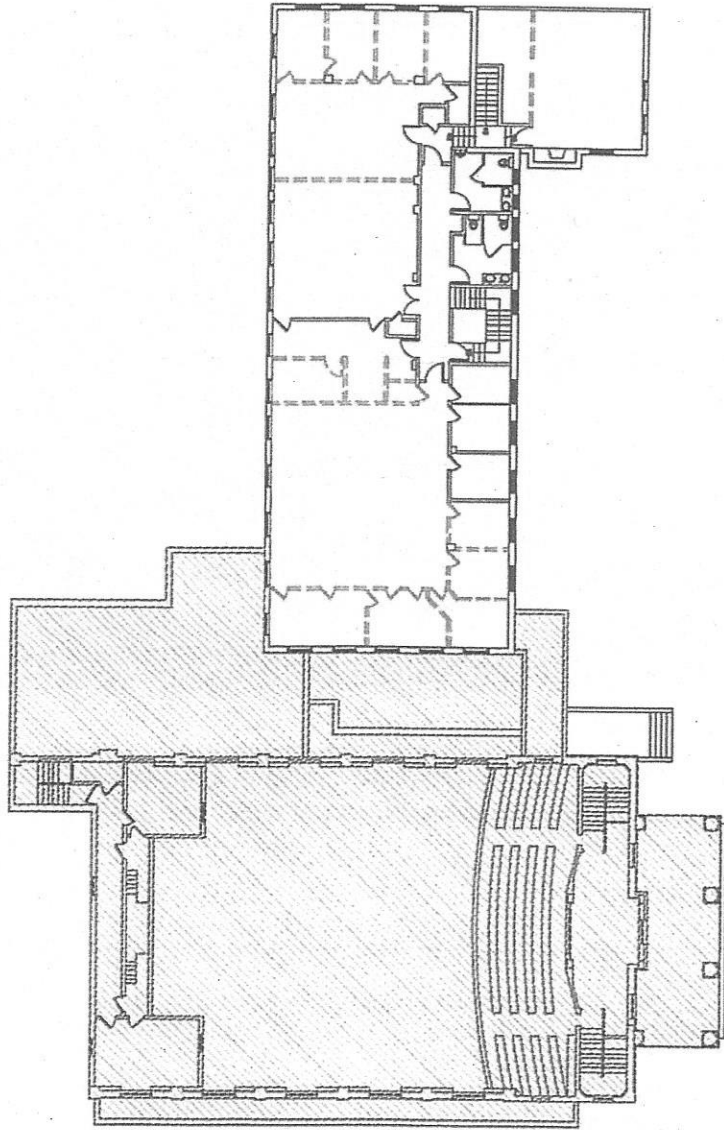
**B. 1<sup>st</sup> Floor**

**1. Lessee** will renovate part of Room 4 to remove the office and create a larger classroom and serve as the main office and primary access point for students and families. As part of this renovation, the entrance to Room 4 will be moved to the front lobby.

**2. Lessor** will relocate the existing office/workroom adjacent to room 4 and **Lessee** will modify existing storage and sewing space in Room 5 of the education wing to create a new office including necessary electrical outlets for **Lessor**.

**C. Shared Space**

- 1. Lessee** will work to ensure secure and safe entrance for students.
- 2. Lessee** will upgrade space to include fresh paint, tiling, and increased wi-fi service.



SECOND FLOOR  
DEMOLITION PLAN

buildinghope

STUDIO ARCHITECTURE  
1600 K STREET, N.W. SUITE 4000 WASHINGTON, DC 20005  
202.331.0071 FAX 202.331.0072 WWW.BUILDINGHOPE.COM

DIGITAL PIONEERS ACADEMY  
2220 BRANCH AVENUE SE  
1 MARCH 2018





## **EXHIBIT 2**

**Screenshots of USAC Denial of Funding Messages  
dated April 20, 2018 and May 2, 2018**

## Certifier Information

### Digital Pioneers Academy (BEN: 17018032) - DPA 471 SY18-19 - Form # 181042636

Last Saved: 4/20/2018 1:56 PM EDT

Basic Information

Entity Information

Funding Requests

Connectivity Information

Certify

### You have successfully filed FCC Form 471 #181042636 for FY 2018

#### Certification Date

4/20/2018 1:56 PM EDT

Your application is being filed after the close of FY 2018 filing window. Therefore, your application will not be considered for funding.

#### TO REQUEST A WAIVER OF THE FILING WINDOW DEADLINE:

The window filing requirement is contained in the Federal Communication Commission (FCC) rules for the E-rate program. USAC cannot consider requests for waivers of FCC rules. If you missed the FCC Form 471 filing window deadline and wish to request a waiver, you may file a waiver request with the FCC. When you file a waiver request, you should list "CC Docket No. 02-6" on the first page of your waiver request. We strongly recommend that you review the information provided on the USAC website about filing waiver requests.

#### Authorized Person

**Name** Nima Farshchi

**Title** Director Of Operations

**Employer** Digital Pioneers Academy

**Address** 80 M Street SE  
Washington, DC 20003

**Phone** 301-717-2792

**Email** nfarshchi@digitalpioneersacademy.org

### FCC Form 471 Help

Show Help

Last Saved: 5/2/2018 11:06 AM EDT

You have successfully filed FCC Form 471 #181042742 for FY 2018

Certification Date

5/2/2018 11:06 AM EDT

Your application is being filed after the close of FY 2018 filing window. Therefore, your application will not be considered for funding.

**TO REQUEST A WAIVER OF THE FILING WINDOW DEADLINE:**  
The window filing requirement is contained in the Federal Communication Commission (FCC) rules for the E-rate program. USAC cannot consider requests for waivers of FCC rules. If you missed the FCC Form 471 filing window deadline and wish to request a waiver, you may file a waiver request with the FCC. When you file a waiver request, you should list "CC Docket No. 02-6" on the first page of your waiver request. We strongly recommend that you review the information provided on the USAC website about filing waiver requests.

Authorized Person

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FCC Form 471 Help

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