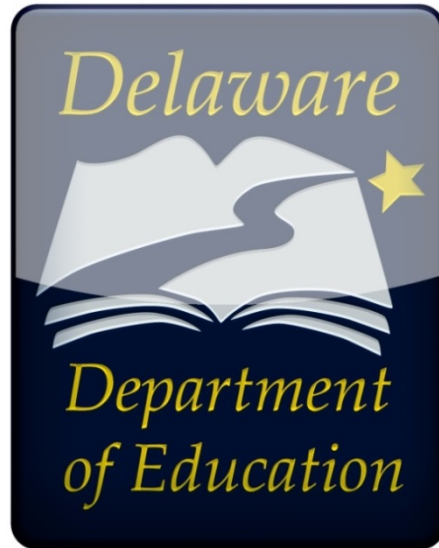


CHARTER SCHOOL ACCOUNTABILITY COMMITTEE

DELAWARE DEPARTMENT OF EDUCATION



Academia Antonia Alonso
Major Modification Application
INITIAL REPORT

March 1, 2022

Under 29 Del. C. § 10006A(e), the Charter School Accountability Committee (CSAC) is permitted to hold a fully virtual meeting without an anchor location during a state of emergency. On July 13, 2021, the Governor of the State of Delaware issued a Declaration of a Public Health Emergency for the entire state. Governor Carney extended the Public Health Emergency on January 31, 2022.

Members of CSAC met with representatives from Academia Antonia Alonso (Academia) on February 24, 2022, for the Initial Meeting to address the approval criteria set forth in 14 Del. C. § 512.

The following members attended the Initial Meeting:

Voting Members

- Kim Klein, Chairperson of CSAC and Associate Secretary of Operations Support, DOE
- Tyler Bryan, Education Associate, Operations Support, DOE
- Gregory Fulkerson, Education Associate, Academic Support, DOE
- Tiffany Green, Education Associate, Educator Support, DOE
- Brook Hughes, Education Associate, Operations Support, DOE
- Joyce Leatherbury, Education Associate, Academic Support, DOE
- April McCrae, Education Associate, Academic Support, DOE
- Brian Moore, Education Associate, School Support, DOE
- Tierra Fair, Community Member
- Ted Molin, Community Member
- Charles Taylor, Community Member

Ex-Officio Members (Non-voting)

- Kendall Massett, Executive Director, Delaware Charter School Network
- Audrey Noble, Vice President, Delaware State Board of Education

Staff to the Committee (Non-voting)

- Darryl Parson, Deputy Attorney General
- Leroy Travers, Lead Education Associate, Charter School Office, DOE
- John H. Carwell Jr., Education Associate, Charter School Office, DOE
- Faye Schilling, Education Specialist, Charter School Office, DOE
- Alicia Balcerak, Administrative Secretary, Charter School Office, DOE

Representatives of Academia Antonia Alonso

- Wilma Almonte, Dean of Curriculum and Instruction
- Dr. Maria Alonso, Board President
- Mercedes Alonso, Executive Director
- Mayara Costa, Director of Admissions
- Michelle Hastie, Business Manager
- Jennifer Jones, Dean of Operations

- Danielle Lanier, Dean of Culture and Climate
- Nora Lewis – Board Member
- Dr. Alejandra Navarro-Benbow, Dean of Equity, Access and Inclusion
- Celeste Payne, Board Member
- Daniel Primiani, Fifth Grade Teacher
- Maria Quagliata, Dean of Special Education
- Colleen Rajewski, Dean of Curriculum and Instruction
- Deb Rodenhouser, Project Manager
- Sylvia Simmons, Special Education Consultant

Overview

Ms. Klein stated that the purpose of the meeting was to discuss the major charter modification application submitted by Academia. The school has applied to:

- Change locations;
- Add grades six through eight to its current kindergarten through fifth grade configuration, and;
- Increase authorized enrollment by a total of 312 students. This represents an increase of 52%.

Ms. Klein stated that the proposed modifications would be effective next school year (2022-2023) with the addition of grade six. Grade seven would be added in the 2023-2024 school year and grade eight in the 2024-2025 school year. In accordance with 14 Del. C. § 511 (3), in addition to meeting the approval criteria established in §512, when the Department considers a modification in which the increased enrollment will occur less than 18 months from the date of application (an “expansion”), it shall also consider the potential positive and negative impact of the expansion on the schools and the community from which the charter school’s new students will likely be drawn. In reviewing the impact, the Department shall consider all information furnished to it during the application process and may exercise its reasonable discretion in determining whether the proposed expansion is contrary to the best interests of the community to be served, including both those students likely to attend the charter school and those students likely to attend traditional public schools in the community.

Application Overview

Ms. Klein asked the representatives of Academia to summarize the charter application.

Dr. Alonso shared a video introducing the school. [That video can be found at this link.](#) She then shared a presentation that gave an overview of the school. That presentation can be found as attachment A.

CSAC reviewed the school’s application and sent initial questions and concerns to the school prior to this meeting. Ms. Klein asked the school to address the initial questions and concerns that CSAC provided. Academia’s verbal responses are notated below in blue.

Finance and Budget

1. The budget does not seem to account for renovations at the new location or moving costs. The application notes, on page 21, that the school will need to use approximately \$1.3 million of their cash reserves to move and renovate the new location. Where is this accounted for in the budget?

A - This funding is set aside in the budget for Fiscal Year 2022. Academia currently has \$6.9 million dollars on hand and will have at least \$2 million on hand on June 30th after the \$1.3 million is spent.

Recruitment and Retention / Enrollment

2. Has the school conducted parent surveys to determine how many of their existing families will stay with Academia after the move?
 - a. If those surveys have been conducted, what percentage of the school population will return to the school in its new location?

A - The school has had some trouble with the dissemination of their surveys as a majority of their parents do not have working emails. The rate of return of their surveys has been about 25%. The school began discussing this expansion with families in 2019 and the response has been favorable. Academia has hosted informational events, such as coffee with directors, booster club meetings, family information nights and cold calling to disseminate this information and collect feedback. During exit interviews with parents, Academia has received feedback that some parents leave because they do not have a middle school.

- b. Are current families aware of the potential move?

A - Academia shared this news at family nights and other in-person events, such as their school choice night. The school does not feel that this move will impact their current families as the Academia owns their busses and 90% of their families utilize bus transportation.

- c. Was the potential move communicated to prospective families that applied during the most recent school choice window?

A - All students that were accepted were invited to visit the school and this was communicated to them, verbally.

- d. What is the school's contingency plan if enrollment is negatively impacted by the move?

A - Academia does not feel that their enrollment will be negatively impacted. If enrollment is affected, the school could choose to lease their busses to other schools and districts, or lease their building for before or after care programs. Since Academia will be able to prepare their own foods, they will have the ability to generate revenue through food sales. Academia also believes their energy costs will be lower in the new building and building repair costs will decrease.

- e. Is the school financially viable at lower enrollments?

A - The school is viable at 95% enrollment and would have to make some staffing rearrangements and/or cuts at 90%.

3. To understand the support for adding a middle school, please provide data/information demonstrating a demand/interest in the middle school grades.

A - This information will be submitted in the response to this report.

Facilities

4. Provide a copy of the lease agreement for the new location.

A - This document was provided and can be found as appendix B.

5. Will existing classroom and office furniture and equipment be relocated from the current location or will these items be purchased?

A - Furniture and equipment will be relocated from the current location. This includes technology, storage items, machinery, kitchen equipment, safety equipment, playground equipment, etc. Academia is in the process of securing a donation of desks. Additional items will need to be purchased due to the expansion.

6. Has the school budgeted for kitchen equipment or is the necessary equipment already in place in the new location?

A - There are items that are at the new site and some items will be brought from the current site. Anything additional that needs to be purchased is included in the construction budget.

7. The library facility seems to be combined with the counseling suite. Will there be a way to provide students with a concern for their confidentiality to access counseling services without being observed by other students?

A - The library has rooms with doors and soundproof walls. Academia is not concerned about access and having students observe others receiving counseling services. They wish to eliminate the stigma associated with mental health practices and have intentionally sought to build the emotional literacy of student and families and normalize access to mental health services. Academia's families have advocated for this.

8. Have you begun to explore supply services for food service products in preparation for internally operating your cafeteria?

A - Academia has been exploring supply services and will utilize vendors approved through the State, including those that they currently used, such as Cisco and Penn Jersey.

9. Who will design your menu and nutrition options to ensure compliance with FDA and DE regulations (internal or outsourced managed services?)

A - This will be handled by their current nutrition manager. Academia has undergone multiple audits of their nutrition program and are well aware of all FDA and Delaware regulations.

10. Is there an area that will be utilized to serve as an in-school suspension disciplinary alternative to whole day out of school suspension? If not, what options for internal discipline will be utilized?

A - There are a number of classrooms and offices that have yet to be designated so there will be room for in-school suspension, if needed.

11. Has the office of School Safety from DEMA reviewed your school plans for Omnibus School Safety Act compliance?

A – Academia has been in conversation with DEMA representatives and those representatives have attended the school’s weekly meetings.

Location

12. The application gave the impression that the school has been anticipating a location change for some time. Why did the school choose to wait until this year to seek a major modification to change locations?

A – Academia has not been anticipating a location change for very long. The school has had ongoing conversations with Odyssey Charter School (Odyssey) about extending their lease and acquiring additional space. In November of 2019, Academia made a written request to acquire and utilize additional space. Two months later, they received a message from the Board President declining their request. Academia then had an incident occur with Odyssey’s school Board. When a new Board President took over at Odyssey in May of 2020, Academia reached out to have discussions around expanding and were told by the new Board President that this was not an option.

13. To understand the impact of the location change, can the school provide:

- a. A 5-year trend analysis of student enrollment in Academia from all New Castle County School Districts.

A – This was provided and can be found as appendix C.

- b. An analysis of Academia’s student enrollment by Zip Code.

A – This was provided and can be found as appendix D.

Teachers / Staffing

14. The staffing plan on page 76 indicates that no new para-educators, interventionists, or administrators will be added.

- a. Confirm that this is correct.

A – The budget provided is a conservative one and done so in this way, so they are not counting on funds that they currently do not have.

- b. If correct, why are there no plans to add staff in these areas?

A – This is addressed in question 14c.

- c. Can the current school staff serve 300 additional students?

A – Academia over hired for para-educators this year and those para-educators will remain on staff for the expansion and redistributed. The school will prioritize interventionists with Consolidated Grant and Opportunity Grant funding. Administrators were hired this year with an eye towards their future expansion. Academia currently has two deans of instruction. One will have responsibility for kindergarten through fourth grade and the other fifth through eighth grade.

15. What is the annual teacher retention rate for the last 5 years?

A - This was provided and can be found as appendix E. There was a decrease in teacher retention in 2018-2019 but has increased greatly since Ms. Alonso became the school leader.

16. In previous years, the school notes that they had trouble meeting the criteria for measure 3b on their Organizational Framework (Requirements on Teacher Certification and Hiring Staff) due to its large number of Spanish speaking teachers. What shifts were made to meet standards in the most recent year and how will this be sustained?

A - In the past, Academia teachers have had difficulty passing the PRAXIS exam, not because of lack of knowledge, but because of the language barrier within the exam. Ms. Alonso met with Department leadership and representatives about this issue. Academia has worked closely with teachers to assist them with this problem which has accounted for some of the improvement.

17. Given the added grade levels, how do you plan to distribute the case load of counselors between the grade levels and/or special population students?

A - The school's psychologist oversees doctoral interns that handle a range of needs, including individual and group counselling and special education testing. As they add students, Academia will look to increase the number of doctoral interns that they utilize.

Academic Achievement

18. Provide English language (EL) proficiency measure data for this year and compare it to the state average.

A - This was provided and can be found as appendix F. Academia receives, on average, 80-90 kindergarten students that are potential EL students. When students enter the program in kindergarten, the projection is for them to exit the program in six or seven years. Since the school currently ends at fifth grade, they do not always get to see the true exit data. Academia was recognized in November of 2021 by the Department for outstanding language proficiency growth of EL students.

19. Provide WIDA exiting data for the last two years and compare it to the state average.

A- This was provided and can be found as appendix F.

20. At Academia, students with disabilities scored below the state's proficiency levels in ELA and Math on state assessments. What steps will Academia take to increase the number of students with disabilities performing at/or above proficiency?

A - Academia ensures that teachers are providing differentiated instruction and scaffolding in the general education classrooms. Academia has a collaborative model of teaching that allows for collaboration between general education and special education teachers. The Dean of Special Education is in the classrooms as much as possible. Special education teachers and case managers write standards-based IEPs and ensure that students' needs are met in and out of the classroom. Academia provides training and support to teachers on accommodations. The school also provides common planning time for regular and special education teachers. Special education teachers push into

classrooms. Academia will continue to budget to hire resource teachers that can implement evidence-based strategies and research-based interventions.

Curriculum, Instruction, and Professional Development (CIPD)

21. What professional learning opportunities have been offered to staff to support differentiation and specialized instruction for students with disabilities?

A – The school has provided professional development on small group skills, focused instruction, and differentiated instruction with special education teachers and general education teachers. Professional development has also been provided in standards-based IEPs. Teachers take part in Professional Learning Communities (PLCs) with special education teachers weekly to plan, discuss accommodations, discuss research-based interventions, and look at evidence-based practices.

- a. How will you evaluate the effectiveness of the professional learning?

A – Academia gauges the effectiveness through observations and walk-throughs of classrooms with special education students. Evaluators look for the strategies discussed in professional development sessions. Teachers are asked to fill out accommodation logs.

- b. What ongoing supports will be provided to staff after professional development?

A – Academia will continue collaboration between special education and regular education teachers. Building leaders will continue to push into classrooms to provide supports.

22. What supports and scaffolds are provided to students with disabilities during Tier 1 Instruction?

A – Academia provides enrichment resources and activities for all students based on research-based intervention programs that are adaptive. Interventions could include scaffolding, graphic organizers, preferential seating, and manipulatives. Academia has materials that students need for social and emotional learning that features sensory materials.

23. What positive impacts have you experienced while implementing Multi-Tiered Systems of Supports (MTSS)?

A – The school community has seen an increased level of data-driven instruction at the administrative, teacher, and support staff level. There has also been an increase in collaboration across all areas to support student success. Academia's capacity to put supports in place sooner has increased. Student concerns have been brought to the forefront since moving away from a referral system and adopting a universal screening system. Academia has focused on high-quality, Tier 1 instruction and have revisited pacing guides. Integrating themes across content areas has brought the staff together.

- a. What processes have been challenging?

A – Academia is creating an MTSS culture while in the middle of using and learning MTSS. The school is learning the goals and services at each tier. Academia is improving at streamlining data, making sure that they look at

academic and non-academic data and share across all teams. Time is also an issue that the school is always looking to improve upon.

b. What is your plan for addressing these areas?

A – Academia is working with all teachers to ensure that they understand the process. This includes new teachers as well as veteran teachers. The school provides office hours for thirty minutes, after school, every Tuesday and Thursday for English

24. Language Arts (ELA) provide details about the Tier 3 screening and intervention support provided for students with weak phonics/word analysis, fluency skills in addition to comprehension difficulties. The core StudySync ELA program does not attend to unfinished learning in the foundational reading skills.

A – All middle school students will be given the Scholastic Reading Inventory (SRI) assessment three times per year to serve as a screener. This is a research-based, computer adaptive program. The SRI may be used for fourth and fifth graders, as well. The program will generate a report to assist teachers in differentiating instruction. Students that score between Lexile 600 and 900 will enroll in Read 180, which is a research-based intervention program that builds on reading comprehension, academic vocabulary, and writing skills. Students scoring lower than a 600 will be placed in “System 44” which is an intervention program designed to help students master foundational reading skills.

25. StudySync is a highly aligned, high quality instructional resource. What teacher supports, such as training, planning, and coaching, are in place to ensure teachers can implement the curriculum with mastery?

A – Middle school teachers will be supported by professional development opportunities that can be customized to meet the needs of the school. The StudySync program offers webinars all year long for on-going professional development. Asynchronous opportunities are always available. StudySync also supplies a community of coaches and a blog. Ongoing professional development will be provided in PLCs as well as during school-level coaching.

26. How will Academia ensure that all students are supported through both integrated English language development through appropriate content specific linguistic supports and targeted English language development, focused on the language required to access the content?

A – Middle school teachers will be required to participate in professional development opportunities. This will assist in differentiating and scaffolding for EL students. The teachers will participate in professional development in the areas of academic language acquisition and literacy that provides them with strategies to specifically target and promote language skills while mastering the content. The goal is to have students seamlessly build in linguistics support during regular content instruction.

27. Do the content instructional materials contain embedded linguistic supports for English learner students?

A – All instructional materials contain embedded linguistic supports for English learner students. These could come in print or digital versions. There are embedded scaffolds that

connect with every core ELA unit. These include sentence strings, graphic organizers, and tools for whole and small group. The math curriculum has tools for differentiation, instructional strategies, and assessment.

28. Are you using the Safety-First manual to ensure Regulation 885 is being addressed when you expand into middle and secondary science classrooms for science and safety?

A – Academia is using this manual and already has a chemical hygiene officer in place. There is a safety plan in place that is submitted annually. They have met to ensure that they have all safety requirements in place for middle school science.

29. In your application, on page 28, you write that “every middle school student at Academia will be required to take Spanish as a World Language in grades 6, 7, and 8,” and that “based on students’ immersion language proficiency assessment at the end of 8th grade, high school immersion continuation students may receive up to four high school World Language credits.”

- a. Provide additional details as to what your middle school dual language immersion model will look like?

A – Academia is aware that eighth grade students may wish to attend an immersion high school and want to ensure that students have the necessary credentials to do so. Academia will have conversations with high schools to learn more about the immersion programs that their students may go in to. At this time, they have no agreement with any particular high-schools. Academia will continue to build relationships with all high schools to match their students with a good fit.

- b. Will you only be offering Spanish language courses or will content continue to be delivered maintaining the 50/50 content split that you currently have in elementary school?

A – The middle school will not continue with this model. Academia will offer a “Flex” and a “Heritage” learner track. Students will leave Academia with a level of proficiency ranging from novice to distinguished. Students will meet in these classrooms every day and experience immersion classrooms. The classes will include high-quality instructional materials with standards aligned assessments. Both will differentiate and scaffold. Both will incorporate the use of technology integrated into teaching and learning and systemic professional development, and support will be provided for teachers of both tracks. Content delivered in Spanish classes will be interdisciplinary. The middle school will continue to be a part of an active bilingual community and immersion will continue in the cafeteria, hallway, buses, and social time.

- c. How will Academia ensure students are able to receive high school credits at the end of 8th grade?

A – Academia is aware that eighth grade students may wish to attend an immersion high school and want to ensure that students have the necessary credentials to do so. Academia will have conversations with high schools to learn more about the immersion programs that their students may enter.

- d. Is there an agreement with a high school to ensure that this happens in a seamless manner?

A - At this time, they have no agreement with any particular high-schools. Academia will continue to build relationships with all high schools to match their students with a good fit

30. With the addition of the 7th grade you will be required to provide Consent education as part of your separate Health curriculum. Have you begun to review available programming to meet this requirement?

A – Academia currently uses the state recommended health curriculum for HealthSmart for our K through 5th grades. We will continue on with that program through our middle school, and they do have specific lessons related to the consent education as outlined.

- a. How do you intend to fulfill the required additional separate health curriculum requirements? Your employee expansion information does not reflect the addition of a dedicated health educator.

A – Sixth grade students will continue to receive health education within their expressive arts classes. For seventh and eighth grade, the school has two staff members that are certified in physical education and health, so they will be utilized to teach health.

- b. How do you intend to fulfill the increased number of dedicated Health material hours as required in Regulation?

A – This is answered in 31a.

Follow-up Discussion

Mr. Travers asked each CSAC voting member and non-voting member to identify, if applicable, any follow-up or clarifying information/documentation necessary to properly evaluate the renewal application.

Gregory Fulkerson:

- Thanked the school for being so quick and responsive to requests for curriculum documents and providing thoughtful responses.

April McCrae:

- Academia students are performing lower than students in the surrounding area, including comparisons to matched sets of students. How does the school plan to address that, especially when moving to the middle school level?

A – Academia is an individual school and it is difficult to compare an individual school with aggregated data from a district or the entire State. Additionally, Academia is an emerging school while the districts have been established for some time. English-language learners in districts are surrounded by well-resourced peers that are native English speakers. Populations similar to Academia's are struggling to meet standards throughout the State. Academia has endured several leadership changes, but has

stabilized with current leadership and is now on-track and focused in their priorities. Prior to COVID shutdowns, students were showing great progress using interim assessments. Testing data from last year is not indicative of what Academia students are capable of achieving. A majority of the students that tested were students that were in person due to the need for extra supports.

Tiffany Green:

- Who is the current site coordinator?

A – Academia is currently transitioning to Jennifer Jones. She will reach out to Ms. Green to discuss.

Vince Lofink:

- What number of students will the school lose by moving out of the Wilmington area?

A – There is a seven-mile difference in location. Recent census data shows a growing Hispanic population south of Wilmington, therefore, they do not feel they will be impacted greatly. The school has their own transportation. Academia has a partnership with the Latin American Community Center and that is the site for transportation for many students.

Next Steps:

- An initial public hearing will take place virtually on March 7, 2022 at 5:00 p.m.
- The applicant will have the opportunity to submit a written response to the CSAC initial report, which is due by close of business on March 16, 2022.
- The final meeting of the CSAC will be held on March 22, 2022. That meeting will take place virtually.
- A final report will be issued on or before March 29, 2022, which will include the CSAC recommendation on the application.
- A second public hearing will be held, if necessary, virtually on April 5, 2022.
- The public comment period closes on April 11, 2022.
- The Secretary of Education will announce his decision at the next State Board of Education meeting and ask for the assent of the State Board.

Curriculum Review Feedback for Major Modification Application—Academia Antonia Alonso Initial CSAC Draft Report

February 17, 2022

The Education Associates in the Curriculum, Instruction and Professional Development Workgroup have reviewed the submitted documents in the following curriculum areas:

ELA

Math

Science

Social Studies

Visual and Performing Arts

Summary of Follow-Up Expectations

- [ELA] Please provide details about the Tier 3 screening and intervention support provided for students with weak phonics/word analysis, fluency skills in addition to comprehension difficulties. The core StudySync ELA program does not attend to unfinished learning in the foundational reading skills.

Content-Specific Comments, Commendations, Recommendations and Follow-Up Questions

ELA

Overall Evaluation:

- Partially meets expectations

Commendations:

- Academia Antonia Alonso has chosen to adopt and implement high quality curricular materials for grades 6-8. (StudySync).

Recommendations:

- Promote and support teachers' use of the support opportunities provided in StudySync for students who read, write, speak, or listen below grade level, or in a language other than English. StudySync is rated highly as an instructional resource for the scaffolds it provides so that all students can access the complex texts and meet or exceed grade-level standards. These resources should be maximized before supplemented or modified.
- Develop a thorough system of supports for struggling adolescent readers as part of the MTSS framework. As the school builds its plan for MTSS, leaders are encouraged to refer to and capitalize on the DDOE MTSS resources and professional learning. [DDOE MTSS Webpages](#)

Expectations:

- Please provide details about the Tier 3 screening and intervention support provided for students with weak phonics/word analysis, fluency skills in addition to comprehension

difficulties. The core StudySync ELA program does not attend to unfinished learning in the foundational reading skills.

Follow-Up Questions:

- StudySync is a highly aligned, high quality instructional resource. What teacher supports – training, planning, and coaching – are in place to ensure teachers can implement the curriculum with mastery?

English Learners

Comments:

- Academia Antonia Alonso supports many students whose first language is not English. This appears to be a population of focus for the school. The content materials referenced only generally mention having embedded supports for this population.

Follow-Up Questions:

- How will La Academia ensure that all students are supported through both integrated English language development through appropriate content specific linguistic supports and targeted English language development, focused on the language required to access the content?
- Do the content instructional materials contain embedded linguistic supports for English learner students?

Math

Overall Evaluation:

- Meets expectations

Commendations:

- Academia Antonia Alonso has chosen to adopt and implement high quality curricular materials for grades 6-8. (Reveal Math).

Recommendations:

- Develop a thorough system of supports for struggling adolescent readers as part of the MTSS framework. As the school builds its plan for MTSS, leaders are encouraged to refer to and capitalize on the DDOE MTSS resources and professional learning. [DDOE MTSS Webpages](#)
- High quality professional learning is strongly recommended so that educators are able to maximize the use of this resource and make strategic decisions to support students with grade-level instruction and students demonstrating the practice standards every day.

Social Studies

Overall Evaluation:

- Meets expectations

Commendations:

- Attention to Delaware’s Social Studies Standards for middle school is evidenced in the scope and sequence documents as well as the assessments provided for grades 6 – 8.

Recommendations:

- The documents provided are adequate, **for the moment**. Due to the state’s new through assessment system for social studies, standards and instruction have shifted in grades 4 through 8th grade. This shift has already begun with the new 8th grade assessment this year and will move to 6th and 7th the following years. This information has been communicated in SSCD meetings over the past few years.
- Attend monthly Social Studies Coalition of Delaware (SSCD) meetings and join the Coalition’s Schoology group (Access Code: HPJN-D7D3-RQPDT). While Academia Antonia Alonso Charter School has joined the SSCD, meeting minutes and reports (available to members through the Coalition’s Schoology group) indicate that a representative from Academia Antonia Alonso Charter School has not attended meetings or joined the SSCD Schoology group.
- The curriculum documents submitted for this review do not demonstrate awareness of the shifts. Create scope and sequence documents that align to the realigned DRC for Social Studies. That realignment includes: Grade 4: U.S. History and Civics (1491-1787), Grade 5: Economics and Geography, Grade 6: World Geography, Grade 7: Economics and Civics, and Grade 8: U.S. History (1783-1877).
- Teachers and administrators should participate in the professional learning opportunities that the SSCD has been offering to support the curriculum and instruction realignment.
- For assistance, reach out to Dr. Michael Feldman, Education Associate for Social Studies Curriculum, Instruction, and Professional Development at michael.feldman@doe.k12.de.us.

Science

Overall Evaluations

- Meets expectations

Commendations:

- Adopting an HQIM resource at the middle school level with a professional development plan.

Recommendations:

- Attend the DE Science Coalition Meetings especially when there is a voting item or a budget discussion at the elementary level. Read agenda ahead of time to learn how it may affect Academia Antonia Alonso.
- Teachers and Administrators should attend DOE’s NGSX trainings: How to Become a NextGen Teacher and PLANS for Administrators. (Summer 2022) Contact Tonyea Mead, Education Associate, science (Tonyea.mead@doe.k12.de.us) for more information.
- Resources that might be helpful to move your teachers/administrators forward in NGSS:
 - [Professional Development that Supports Teacher Learning about the New Vision for Science Education : StemTeachingTools \(en-US\)](#)
 - [Research Brief: Supporting teacher professional communities to implement school-wide initiatives : StemTeachingTools \(en-US\)](#)
 - [Evaluating Curriculum Materials for Alignment with the New Vision for K-12 Science Education : StemTeachingTools \(en-US\)](#)

Follow-Up Questions:

- Are you using the Safety First manual to ensure Regulation 885 is being addressed when you expand into middle and secondary science classrooms for science? safety?
<https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/Domain/391/2020%20Safety%20First%20Manual.pdf>

Visual & Performing Arts

Overall Evaluation:

- Meets expectations

Recommendations:

- The Visual Art Scope and Sequence as well as Curriculum map has hyperlinks to all activities, but they do not open. Over the course of the process it would be ideal to see what these activities and assessments look like and how they align to the standards addressed.
- The music lesson/unit included aligns to the Delaware Arts Standards, however the Essential Question may not address the goals of the unit. The assessment is knowledge and skills based and could enhance student understanding if written in standard or “I can” statement language. These can be found using the Delaware Arts Standards Website www.deartsstandards.org.
- Visual and Performing Arts educators are encouraged to connect with Lauren Conrad, Education Associate for Visual and Performing Arts (lauren.conrad@doe.k12.de.us) as necessary for curriculum support and professional learning opportunities.

World Languages

Follow-Up Questions:

- In your application on page 28, you write that “every middle school student at La Academia will be required to take Spanish as a World Language in grades 6, 7, and 8,” and that “Based on students’ immersion language proficiency assessment at the end of 8th grade, high school immersion continuation students may receive up to four high school World Language credits.” Could you please provide additional details as to what your middle school dual language immersion model will look like? Will you only be offering Spanish language courses or will content continue to be delivered maintaining the 50/50 content split that you currently have in elementary school? How will La Academia ensure students are able to receive high school credits at the end of 8th grade? Is there an agree with a high school to ensure that this happens in a seamless way?

LILYCAP, LLC

**ACADEMIA ANTONIA ALONSO CHARTER SCHOOL
TENANT**

FOR THE BUILDING LOCATED AT

**300 NORTH WAKEFIELD DRIVE
NEWARK, DELAWARE**

SINGLE-TENANT TRIPLE NET LEASE

THIS SINGLE-TENANT TRIPLE NET LEASE ("Lease") entered into as of the 1st day of November 2021, between LILYCAP, LLC, a Delaware limited liability company ("Landlord"), having an address at 105 Foulk Road, Wilmington, Delaware 19803, and ACADEMIA ANTONIA ALONSO CHARTER SCHOOL, a Delaware non-stock, non-profit corporation ("Tenant"), having an address as set forth in Section 1.11 hereof.

WITNESSETH

In consideration of the mutual covenants herein set forth, and intending to be legally bound, the parties hereto covenant and agree as follows:

1. SUMMARY OF DEFINED TERMS.

The following defined terms, as used in this Lease, shall have the meanings and shall be construed as set forth below:

1.1. "Building": The Building located at 300 N. Wakefield Drive, Newark, Delaware 19702.

1.2. "Land": means, individually and collectively, the real property described in Exhibit "B" attached to this Lease and made a part hereof.

1.3. "Project": The land and all other improvements located at 300 N. Wakefield, Drive, Newark, Delaware, as shown on the Project site plan attached hereto as Exhibit "A" and made a part hereof.

1.4. "Premises": The Premises consists of the entire Building, which the parties stipulate and agree is 115,000 rentable square feet, together with all improvements of every kind now or hereafter located on the Land including, sidewalks, parking areas, walkways, exterior paved driveways and roadways appurtenant to such buildings and structures.

1.5. "Term": Fifteen (15) Lease Years, four (4) months, plus (if the Commencement Date is not the first day of a calendar month) the period from the Commencement Date through the last day of the calendar month in which the Commencement Date occurs.

1.6. "Net Base Rent":

Term		PER R.S.F.	Yearly	Monthly
Lease Year	Months 1-4*	\$0.00	\$0.00	\$0.00
Lease Year	1	\$12.00	\$1,380,000.00	\$115,000.00
Lease Year	2	\$13.00	\$1,495,000.00	\$124,583.33

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Lease Year	3	\$14.00	\$1,610,000.00	\$134,166.67
Lease Year	4	\$14.28	\$1,642,200.00	\$136,850.00
Lease Year	5	\$14.57	\$1,675,044.00	\$139,587.00
Lease Year	6	\$14.86	\$1,708,544.88	\$142,378.74
Lease Year	7	\$15.15	\$1,742,715.78	\$145,226.31
Lease Year	8	\$15.46	\$1,777,570.09	\$148,130.84
Lease Year	9	\$15.77	\$1,813,121.50	\$151,093.46
Lease Year	10	\$16.08	\$1,849,383.92	\$154,115.33
Lease Year	11	\$16.40	\$1,886,371.60	\$157,197.63
Lease Year	12	\$16.73	\$1,924,099.04	\$160,341.59
Lease Year	13	\$17.07	\$1,962,581.02	\$163,548.42
Lease Year	14	\$17.41	\$2,001,832.64	\$166,819.39
Lease Year	15	\$17.76	\$2,041,869.29	\$170,155.77
Lease Year	Months 1-4	\$18.11	\$694,216.64	\$173,554.16

*See Rent Commencement Date

1.7. "Security Deposit": \$115,000.00, as more fully described Section 5.3.

1.8. "Commencement Date": shall mean the date that is the later of (i) the date that Landlord delivers the Premises to Tenant with the Landlord's Work substantially complete or (ii) the date Tenant takes possession of the Premises for the conduct of Tenant's business estimated to be August 1, 2022. Landlord and Tenant shall confirm the Commencement Date by executing a "Confirmation of Lease Terms Certificate" in the form attached hereto as Exhibit "F", provided, however, that (i) the enforceability of this Lease, and (ii) the determination of the Commencement Date, in each case, shall not be affected should either party fail or refuse to execute such certificate. Tenant shall have the right, at its sole cost, risk and expense, to enter the Premises not less than sixty (60) days prior to the Commencement Date (the "Fit Out Period") to conduct pre-occupancy activities (i.e., the installation of furniture, fixtures, equipment, information technology and telecommunications facilities and cabling). During the Fit Out Period, Tenant shall have no obligation to pay Rent or other sums payable under the Lease, but Tenant's early entry shall be otherwise subject to all of the terms and conditions of the Lease, including applicable insurance provisions. In connection with any such access to the Premises during the Fit Out Period, Tenant covenants (i) to cease promptly upon request by Landlord any activity or work during any period which, in Landlord's good faith judgment, shall interfere with or delay Landlord's prosecution or completion of Landlord's Work at the earliest possible date, (ii) that Tenant shall comply promptly with all procedures and regulations reasonably prescribed by Landlord from time to time for coordinating such work and activities with any other activity or work in the Premises, (iii) that such access shall be at the sole risk of Tenant and shall be deemed to be a license, (iv) that Tenant shall indemnify Landlord against any liability arising from, or claimed to arise from, or out of the performance of, any such work by or on behalf of Tenant in the Premises, any matter collateral thereto or from any negligence,

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act or failure to act of Tenant, its contractors, decorators, servants, agents or employees, or for any other reason whatsoever arising out of Tenant's access to or being in the Premises or in connection with the work to be performed by or for Tenant by anyone other than Landlord, unless such liability arises from Landlord's negligence, (v) that Tenant shall not employ or permit the employment of any contractor, mechanic or laborer, or permit any materials in the Premises, if the use of such contractor, mechanic, laborer or material would, in Landlord's reasonable opinion, create any difficulty, strike or jurisdictional dispute with other contractors, mechanics or laborers employed by Tenant, Landlord or others, or would in any way disturb, interfere with or delay any work being performed by Landlord or any other Tenant or their respective contractors, and (vi) to pay any loss or additional expense caused to Landlord by any delay in the completion of Landlord's Work resulting from Tenant's access and work. If Tenant fails to comply with any of the foregoing obligations, then, in addition to all other rights and remedies hereunder, Landlord may by notice require Tenant to cease the performance of such activity and work until such time as such activity would not interfere with completion of Landlord's Work.

1.9. "Rentable Area": Building approximately 115,000 rentable sq. ft.

1.10. "Permitted Uses": Tenant's use of the Premises shall be limited to [school use and storage incidental thereto together with ancillary uses such as childcare, foodservice,] and such ancillary uses shall be for the sole use of the Tenant, its employees, agents and independent contractors. Tenant's rights to use the Premises shall be subject to all applicable laws and governmental rules and regulations and to all reasonable requirements of the insurers of the Building.

1.11. "Notice Address/Contact"

Tenant: Academia Antonia Alonso Charter School
Prior to Commencement Date
Barley Mill Plaza - Building #26
4403 Lancaster Pike
Wilmington, DE 19805
Attn: Jennifer Jones
E-Mail: Jjones@academiacharter.org

After Commencement Date:

300 N. Wakefield Drive
Newark, Delaware 19702
Attn: Jennifer Jones
E-Mail: Jjones@academiacharter.org

With a copy to:

Offit Kurman, P.A.
222 Delaware Avenue, Suite 1105

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Wilmington, DE 19801
Attn: James A. Landon, Esquire
Phone: 302.351.0917
Email: james.landon@offitkurman.com

Landlord:

LILYCAP, LLC
105 Foulk Road
Wilmington, Delaware 19803
Attention: Louis J. Capano, III
Phone: 302.429.8700
E-Mail: L3@capanoinc.com

With a copy to:

Richards, Layton & Finger, P.A.
One Rodney Square
920 North King Street
Wilmington, DE 19801
Attention: Sara Toner, Esquire
Phone: 302.651.7646
Fax: 302.498.7646
E-Mail: toner@rlf.com

1.12. "Tenant's Standard Industrial Classification Number": N/A

1.13. "Additional Rent" All sums of money or charges required to be paid by Tenant under this Lease other than Net Base Rent, whether or not such sums or charges are designated as "Additional Rent". Except as may otherwise be set forth in this Lease, any costs or expenses paid or incurred by Landlord on behalf of Tenant that constitute Additional Rent shall be reimbursed by Tenant to Landlord with the next payment of Net Base Rent after the presentation by Landlord to Tenant of copies of the third-party invoices therefor fairly reflecting such costs or expenses.

1.14. "Rent": All Annual Base Rent, monthly installments of Annual Base Rent and Additional Rent payable by Tenant to Landlord under this Lease.

1.15. "Lease Year": means each consecutive twelve (12) calendar month period beginning on the Commencement Date, except that if the Commencement Date is not the first day of a month, then the first Lease Year shall begin on the first day of the month immediately following the month in which the Commencement Date occurs, but shall include the days between and including the Commencement Date and the last day of the month in which the Commencement Date occurs.

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1.16. "Renewal Options": Tenant will be granted two (2) renewal options of five (5) years each with six (6) months' prior written notice in accordance with the terms and conditions set forth on Exhibit "E"- Special Stipulations.

1.17. "Rent Commencement Date": The Commencement Date; provided, however, Landlord agrees to waive Tenant's obligation to pay the monthly installment of Net Base Rent, but not any applicable Additional Rent, operating expenses or utilities (which shall be due and payable by Tenant), for the first four (4) full months following the Commencement Date.

1.18. "Brokers": Jackson Cross representing Tenant.

1.19. "Special Stipulations": As set forth in Exhibit "E".

1.20. "Landlord Work" means the work that Landlord shall perform pursuant to the "Work Letter" attached hereto as Exhibit "D".

1.21. "Exhibits" The following exhibits are incorporated into and made a part of this Lease:

- "A" - Project Site Plan
- "B" - Legal Description
- "C" - Rules and Regulations
- "D" - Landlord Work Letter
- "E" - Special Stipulations

2. PREMISES.

In consideration of the rents and covenants herein stipulated to be paid and performed, Landlord does hereby lease, demise and let unto Tenant, and Tenant does hereby hire and Lease from Landlord, the Premises for the Term, upon the provisions, conditions and limitations set forth herein. The Tenant shall accept the Premises in the condition which exists as of the execution and delivery of this Lease.

3. TERM. The period commencing on the Commencement Date and, unless terminated earlier in accordance with this Lease, ending on the last day of the calendar month in which the last Lease Year occurs.

4. CONDITION OF PREMISES.

4.1. Landlord hereby leases to Tenant the Premises, together with the right to use the exterior areas of the Project for their intended purposes as driveways, sidewalks, parking, loading and landscaped areas. As of the Commencement Date, Landlord will

have caused to be installed audible fire and sprinkler alarm with visible strobe lights, with the fire alarm system having adequate pull and/or alarm stations. Tenant accepts the Premises, the Building and the exterior areas of the Project (including, without limitation, the driveways, sidewalks, parking, loading and landscaped areas) "AS-IS", with all defects, if any, and without any representation or warranty of any kind, express or implied, by Landlord, other than as otherwise expressly set forth in this Lease, but subject to all of Landlord's obligations expressly set forth in this Lease.

5. NET BASE RENT; SECURITY DEPOSIT; NNN LEASE.

5.1. Payment of Rent. Commencing on the Rent Commencement Date, and on the first day of each month thereafter, Tenant shall pay to Landlord without notice or demand, and without set-off, deduction or counterclaim, unless otherwise provided in this Lease, the Net Base Rent set forth in Section 1.6, adjusted at the times and in the manner set forth in Section 1.6, in advance on the first day of each calendar month during the Term either by (i) check made payable to the entity, and sent to the address, Landlord designates or (ii) wire transfer of immediately available funds to an account that Landlord designates. If the Commencement Date is not the first day of a calendar month, Net Base Rent for the fraction of the month in which the Commencement Date occurs shall be prorated based upon the actual number of days in such fractional month. In the event the last month of the Term is a partial month, Net Base Rent for that month shall be prorated on the basis of the Net Base Rent then in effect for the number of days from the first day of that month until the last day of the Term.

5.2. Late Charge. Net Base Rent, Impositions, Additional Rent and all of the amounts payable by Tenant pursuant this Lease shall constitute "Rent." All Rent and all other sums, costs, expenses, charges, payments and deposits which Tenant, pursuant to any provision of this Lease, assumes or agrees to pay, shall be paid as in this Lease provided, without abatement, setoff or deduction, unless otherwise provided in this Lease. Tenant hereby acknowledges that the late payment of Rent will cause Landlord to incur costs not contemplated hereunder, the exact amount of which is presently anticipated to be extremely difficult to ascertain. In the event any Rent, charge, fee or other amount due from Tenant under the terms of this Lease are not paid to Landlord within five (5) days when due, Tenant shall also pay as Additional Rent a service and handling charge equal to five (5%) percent of the total payment then due. This provision shall not prevent Landlord from exercising any other remedy herein provided or otherwise available at law or in equity in the event of any default by Tenant.

5.3. Security Deposit. Tenant shall be required to pay a Security Deposit of \$115,000.00 under this Lease (the "Security Deposit"), as security for the prompt, full and faithful performance by Tenant of each and every provision of this Lease and of all obligations of Tenant hereunder. If Tenant breaches any provision hereof, Landlord may, at its option, without limiting its remedies and with notice provided in this Lease to Tenant, draw all sums from the Security Deposit which are reasonably necessary to cure such breach and compensate Landlord for any loss or damage caused by such breach to the extent Landlord is permitted to recover same pursuant to this Lease. If Landlord uses all or any portion of the Security Deposit as herein provided, then, on demand, Tenant shall, pay Landlord an amount equal to that portion of the

Security Deposit used by Landlord. Tenant shall not be entitled to any interest on the Security Deposit and Landlord shall have the right to commingle the Security Deposit with its other funds. If Tenant complies fully and faithfully with all of the provisions of this Lease, the Security Deposit shall be returned to Tenant within thirty (30) days after the expiration of the Term or early termination pursuant to the terms of this Lease and surrender of the Premises to Landlord. Landlord shall be released from any obligation with respect to the Security Deposit upon transfer of this Lease and the Premises to a person or entity assuming Landlord's obligations under this Lease.

5.4. Triple Net Lease. This Lease is what is commonly referred to as a "net, net, net" or "triple net lease," it being understood that Landlord shall receive the Net Base Rent set forth in Section 1.6 free and clear and net of any and all Impositions, utility charges, Insurance Expenses, insurance premiums, or any other charges or expenses in connection with the Premises, taxes, assessments, liens, operating expenses and charges, maintenance charges, maintenance association assessments, construction costs, water rates, rental under equipment or similar leases, and any other charges, costs and expenses of any nature whatsoever, whether foreseen or unforeseen by the parties, in connection with the ownership, maintenance, repair, management and operation of the Premises during the portion of the Term (collectively, the "Premises Expenses"), except as otherwise expressly provided herein.

5.4.1. Tenant shall be solely responsible for and shall pay all Premises Expenses as additional rent ("Additional Rent") even though not necessarily payable to Landlord. Except as set forth in Section 20 hereof, this Lease shall not terminate and Tenant shall not have any right to terminate this Lease during the Term.

5.4.2. Tenant agrees that it shall remain obligated under this Lease in accordance with its provisions and that, except as set forth in Section 20 hereof, it shall not take any action to terminate, rescind or avoid this Lease, and shall remain in occupancy of the Premises, notwithstanding (i) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Landlord or any assignee of Landlord, (ii) the exercise of any remedy, including foreclosure, by any mortgagee, or (iii) any action with respect to this Lease (including the disaffirmance hereof) which may be taken by Landlord or any assignee of Landlord under the Federal Bankruptcy Code or by any trustee, receiver or liquidator of Landlord or any assignee of Landlord or by any court under the Federal Bankruptcy Code or otherwise.

5.4.3. This Lease is the absolute and unconditional obligation of Tenant. Tenant waives all rights which are not expressly stated in this Lease but which may now or hereafter otherwise be conferred by law (i) to quit, terminate or surrender this Lease or any of the Premises, (ii) to any setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense of or to Net Base Rent, Additional Rent or any other sums payable under this Lease, except as otherwise expressly provided in this

Lease, and (iii) for any statutory lien or offset right against Landlord or its property.

6. ADDITIONAL RENT; OPERATING EXPENSES; IMPOSITIONS.

6.1. Additional Rent. In addition to (but not as part of) the Net Base Rent, Tenant shall also pay and discharge as and when due and payable all other amounts, liabilities and obligations which Tenant assumes or agrees to pay under this Lease. In the event of any failure on the part of Tenant to pay any of those items referred to in the previous sentence, Tenant will also promptly pay and discharge every fine, penalty, interest and cost which may be added by the applicable thirty-party obligor or in accordance with the terms of this Lease, as applicable, for non-payment or late payment of the same. Except as may otherwise be set forth in this Lease, any reasonable and actual costs or expenses paid or incurred by Landlord on behalf of Tenant that constitute Additional Rent shall be reimbursed by Tenant to Landlord with the next installment of Net Base Rent. Landlord may apply payments received from Tenant to any obligations of Tenant then accrued, without regard to such obligations as may be designated by Tenant. Additional Rent shall be paid by Tenant in the same manner as Net Base Rent, without any prior notice or demand therefor (except as required by this Lease) and without deduction, set-off or counterclaim and without relief from any valuation or appraisal laws.

6.2. Operating Expenses. Without limitation of any other provision herein and except as otherwise specifically provided herein, Tenant shall pay all expenses of operation of the Premises including, without limitation, all Premises Expenses, utility charges, Insurance Expenses, insurance premiums, operating charges, maintenance and repair charges, construction costs, costs for replacements and other charges, and all other charges, whether or not contemplated under this Lease as Additional Rent.

6.3. Impositions.

6.3.1. In addition to paying the Net Base Rent, Tenant also shall pay Landlord, as Additional Rent, Impositions determined in accordance with this Section. The term "Impositions" shall mean all taxes and assessments, general and special, water rates and all other impositions, ordinary and extraordinary, of every kind and nature whatsoever, which may be levied, assessed, charged or imposed during the Term of the Lease upon the Premises, or any part thereof, or upon any improvements at any time situated thereon, including, without limitation, any assessment by any association of owners of the Project of which the Premises are a part. Impositions "for" a specified calendar year shall mean Impositions which are due for payment or paid in such calendar year, regardless of when the same are assessed. If at any time during the Term the method of taxation prevailing at the commencement of the Term hereof shall be altered so that any new tax, assessment, levy, imposition or charge, or any part thereof, shall be measured by or be based in whole or in part upon the Lease or the Premises or the Net Base Rent, or

Additional Rent or other income therefrom, and shall be imposed upon the Landlord, then all such taxes, assessments, levies, impositions or charges, or the part thereof, to the extent that they are so measured or based, shall be deemed to be included within the definition of Impositions for the purposes hereof to the extent that such Impositions would be payable if the Premises were the only property of Landlord subject to such Impositions, and Landlord shall pay and discharge the same as herein provided in respect of the payment of Impositions. There shall be excluded from Impositions all federal, state and local net income tax, federal excess profit taxes, transfer, franchise, capital stock and federal or state estate or inheritance taxes of Landlord.

6.3.2. Impositions for each calendar year during which any portion of the Term falls shall be reasonably estimated by Landlord (and written notice thereof shall be promptly delivered to Tenant) and shall be based upon the most recently ascertainable assessment and tax rate levels. Tenant shall pay Landlord each month, at the same time as the Net Base Rent payment is due, an amount equal to one-twelfth (1/12) of said annual estimate of Impositions. In the event Landlord's estimate of Impositions is not given to Tenant prior to the beginning of any applicable calendar year, Tenant shall continue to pay to Landlord, in monthly installments on account of Impositions, such amount estimated on the basis of the most current estimate by Landlord; provided, however, that on the first day of the calendar month following the month in which Landlord notifies Tenant of any change in such estimate, Tenant shall pay to Landlord a lump sum equal to the estimated amount of the Impositions as revised by Landlord minus (i) any previous monthly installments on account thereof made by Tenant for such calendar year and (ii) any monthly installments on account thereof which are not yet due and payable for the remainder of such calendar year. Thereafter, Tenant shall pay Landlord monthly installments on account of Impositions based on the new revised estimate thereof given by Landlord. Should any lender of Landlord's require the deposit of taxes or any other Impositions relating to the Premises for any period after the date hereof, Tenant agrees to deposit with lender the amount required by such lender, and such deposit shall be credited toward the payment of Impositions hereunder. Landlord shall deliver to Tenant a statement showing the actual Impositions for each calendar year as soon as reasonably feasible after same are determined, together with a copy of any tax bill or other evidence of the Impositions. Within thirty (30) days after delivery of such statement, Tenant shall pay to Landlord or Landlord shall credit against the next Rent payment or payments due from Tenant, as the case may be, the difference between the actual Impositions for such calendar year and the sum of the monthly installments on account of Impositions paid by Tenant during such calendar year. Tenant's obligation to pay to the Landlord such difference, if applicable, shall survive the expiration or termination of this Lease.

6.3.3. Tenant may, upon notice to Landlord, at Tenant's option and at Tenant's sole cost and expense, protest, appeal or institute such other

proceedings as Tenant may deem appropriate to effect a reduction of real estate or personal property assessments and Landlord, at Tenant's expense, shall reasonably cooperate with Tenant in such protest, appeal or other action. If Landlord elects to pay any amount that is the subject of Tenant's appeal, it shall do so expressly under protest and without prejudice to such appeal. Notwithstanding anything herein to the contrary, any such contest of Impositions shall be conducted in accordance with and subject to the terms of the Financing Documents.

6.3.4. If the Tenant shall desire to file for an exemption or contest, in good faith, by administrative or legal proceedings conducted at its own expense, any such Impositions, it may do so, either in its own name or in the name of the Landlord, upon notice to the Landlord, in writing, before the due date thereof, of its intention to do so. Landlord agrees to give Tenant prompt notice of all such charges, taxes, assessments, or other charges to enable Tenant to take a timely appeal or to contest the same in a timely fashion. Landlord further agrees to cooperate with Tenant with its exemption application and/or Imposition contestation.

6.4. Landlord shall use reasonable efforts to give prompt notice to Tenant of all Impositions payable by Tenant hereunder of which Landlord at any time has knowledge, provided, however, that any failure by Landlord to provide such notice to Tenant shall in no way relieve Tenant of its obligation to pay the Impositions as required hereunder, provided however, Tenant shall not be responsible for any penalties or interest incurred as a result of Landlord's delay.

6.5. Tenant shall be liable for all taxes levied or assessed against personal property, furniture or fixtures placed by Tenant in the Premises (herein called "Tenant's Property"). If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of Tenant's Property, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

6.6. Each and every of the amounts payable by Tenant pursuant to this Section 6, whether requiring lump sum payment or constituting projected monthly amounts, shall for all purposes be treated and considered as Additional Rent and the failure of Tenant to pay the same as and when due shall afford Landlord all rights and remedies provided in this Lease, including, without limitation, the late charge as provided in Section 5.2 of this Lease and interest at the Default Rate as provided in Section 22.2.6 of this Lease.

6.5. Nothing contained herein shall obligate Tenant to pay any principal, interest, prepayment premiums or other amounts in connection with the loans evidenced by any financing arrangements with mortgage lenders secured by encumbrances upon the Premises or any other loans of Landlord relating to the Premises (the "Financing Documents"), it being acknowledged that at all times the responsibility for payment of such loans (or any replacements, accretions or additions to such loans) shall remain the responsibility of Landlord.

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6.6. Insurance Expenses for each calendar year during which any portion of the Term falls shall be reasonably estimated by Landlord (and written notice thereof shall be promptly delivered to Tenant) and shall be based upon Landlord's budget for the coming year. Tenant shall pay Landlord each month, at the same time as the Net Base Rent payment is due, an amount equal to one-twelfth (1/12) of said annual estimate of Insurance Expenses. In the event Landlord's estimate of Insurance Expenses is not given to Tenant prior to the beginning of any applicable calendar year, Tenant shall continue to pay to Landlord, in monthly installments on account of Insurance Expenses, such amount estimated on the basis of the most current estimate by Landlord; provided, however, that on the first day of the calendar month following at least thirty (30) days after Landlord notifies Tenant of any change in such estimate, Tenant shall pay Landlord monthly installments on account of Insurance Expenses based on the new revised estimate thereof given by Landlord.

7. UTILITY CHARGES.

During the Term of this Lease, Tenant shall make arrangements with each utility company and public body to provide, in Tenant's name, gas, electricity, water, sewer and telephone necessary for Tenant's use of the Premises, and Tenant shall cause all such utilities to be separately metered, to the extent possible. Tenant shall have the right to use the telecommunications carrier of its choice for the purpose of providing internet and communication's services to the Premises (including, without limitation, services related to the transmission of voice, video, email and data) without payment of any charges, fees, costs and/or surcharges to the Landlord. Tenant shall pay directly to the companies furnishing utility service the cost of all service connection fees and the cost of all utilities consumed throughout the Term. If Tenant fails to pay in a timely manner any sum required under this Section 7, Landlord shall have the right, but not the obligation, to pay any such sum. Any sum so paid by Landlord shall be deemed to be owing by Tenant to Landlord and due and payable as Additional Rent within five (5) business days after written demand therefor. Landlord shall not be liable for any interruption or delay in electric or any other utility service for any reason unless caused by the gross negligence or willful misconduct of Landlord.

8. SIGNS: USE OF PREMISES.

8.1. Tenant shall have the right, at Tenant's sole cost and expense, to place signage on the exterior of the Building, provided that such signage shall be subject to the Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, and such signage shall be in compliance with any and all applicable Governmental Regulations. Tenant shall, at its sole cost and expense, maintain all signage in and on the Premises.

8.2. Tenant may use and occupy the Premises only for the express and limited Permitted Use defined in Section 1.10 above; and the Premises shall not be used or occupied, in whole or in part, for any other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided that Tenant's right to so use and occupy the Premises shall remain expressly subject to the provisions of "Governmental Regulations", Section 27 herein. No machinery or equipment shall be permitted that shall cause unreasonable vibration, noise or disturbance beyond the

Premises.

8.3. Tenant shall not overload any floor or part thereof in the Premises or the Building, including any public corridors or elevators therein, in bringing in, placing, storing, installing or removing any large or heavy articles, and Landlord, in its exercise of reasonable judgment, may prohibit, or may direct and control the location and size of safes and all other heavy articles, and may reasonably require, at Tenant's sole cost and expense, supplementary supports of such material and dimensions as Landlord may deem necessary to properly distribute the weight.

8.4. Tenant shall not install in or for the Premises, without Landlord's prior written approval, any equipment which requires more electric current than Landlord is required to provide under this Lease, and Tenant shall ascertain from Landlord the maximum amount of load or demand for or use of electrical current which can safely be permitted in and for the Premises, taking into account the capacity of electric wiring in the Building and the Premises (interior and exterior) and Tenant shall not in any event connect a greater load than such safe capacity.

8.5. Tenant shall not commit or suffer any waste upon the Premises or Building or any nuisance, or do any other act or thing which may disturb the quiet enjoyment of any other tenant in the Building, if any.

8.6. Tenant shall have the right (subject to Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed) to select a name for the Building and to use such name in its address and on signage permitted to be maintained under this Lease.

9. ENVIRONMENTAL MATTERS.

9.1. Hazardous Substances.

9.1. Tenant shall not, except as provided in Section 9.2 below, bring or otherwise cause to be brought or permit any of its agents, employees, contractors or invitees to bring in, on or about any part of the Premises, Building or Project, any hazardous substance or hazardous waste in violation of law, as such terms are or may be defined in (x) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., as the same may from time to time be amended, and the regulations promulgated pursuant thereto ("CERCLA"); the United States Department of Transportation Hazardous Materials Table (49 CFR 172.1.02); by the Environmental Protection Agency as hazardous substances (40 CFR Part 302); the Clean Air Act; and the Clean Water Act, and all amendments, modifications or supplements thereto; and/or (y) any other rule, regulation, ordinance, statute or requirements of any governmental or administrative agency regarding the environment (collectively, (x) and (y) shall be referred to as an "Applicable Environmental Law"). Landlord represents that as of the Commencement date the Project is not in violation of any Applicable Environmental Law and shall provide Tenant its most recent Phase I Environmental Assessment to Tenant prior the execution of this Lease.

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9.2. Tenant may bring to and use at the Premises, hazardous substances incidental to its normal business operations under the SIC Code referenced in Section I(k) above solely in *de minimis* quantities and strictly in accordance with all Applicable Environmental Law. Tenant shall store and handle such substances in strict accordance with all Applicable Environmental Law.

9.3. SIC Numbers.

9.3.1. Tenant represents and warrants that (Standard Industrial Classification) number as designated in the Standard Industrial Classification System Manual prepared by the Office of Management and Budget, and as set forth in Section 1.11 hereof, is correct. Tenant represents that the specific activities intended to be carried on in the Premises are in accordance with Section 1.11 and Tenant covenants and agrees that it will not do or suffer anything which will cause its SIC number (or that of any assignee or subtenant) to fall within any of the following "major group" classifications of SIC numbers during the Term (and any exercised renewal term) hereof: 22 through 39 inclusive, 46 through 49 inclusive, 51 and 76 (together the "Covered Numbers"). Tenant further covenants and agrees to notify Landlord at least thirty (30) days prior to any change of facts which would result in the change of Tenant's SIC number from its present number to any of the covered Numbers. Upon such notice, Landlord shall have the right, at its option, to terminate this Lease within thirty (30) days of receipt of such notice by notifying Tenant in writing.

9.3.2. Tenant shall not engage in operations at the Premises which involve the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of "hazardous substances" or "hazardous waste" as such terms are defined under any Applicable Environmental Law. Tenant further covenants that it will not cause or permit to exist any "discharge" (as such term is defined under Applicable Environmental Laws) on or about the Premises.

9.3.3. Upon written request of Landlord, Tenant shall cooperate with Landlord in obtaining approval under Applicable Environmental Laws of any transfer of the Premises. Specifically in that regard, Tenant agrees that it shall (1) execute and deliver all affidavits, reports, responses to questions, applications or other filings reasonably required by Landlord and related to Tenant's activities at the Premises, (2) allow inspections and testing of the Premises during normal business hours upon reasonable advance notice, and (3) as respects the Premises, perform any requirement reasonably requested by Landlord necessary for the receipt of approvals under Applicable Environmental Law, provided the foregoing shall be at no out-of-pocket cost or expense to Tenant except for clean-up and remediation costs arising from Tenant's violation of this Section 9.

9.3.4. Reserved.

9.3.5. Prior to the expiration or sooner termination of this Lease or any subletting of any portion of the Premises, Tenant shall, at Tenant's expense,

and at Landlord's option to the extent reasonably indicated by a reputable environmental consultant engaged by Landlord, at Landlord's expense, shall remove "hazardous waste" or "hazardous waste" attributable to Tenant's occupancy at the Premises in a manner which complies with the requirements of all Applicable Environmental Laws, at Tenant's expenses.

9.3.6. In the event Tenant is obligated, under this Section or otherwise, to perform and/or cooperate in performing any obligations and/or obtain and/or cooperate in obtaining any approval required under any Applicable Environmental Law, by way of a non-applicability letter, "negative declaration," the performance of an approved remedial action work plan, the obtaining of a no further action letter, the performance under a remediation agreement and/or otherwise (collectively the "Environmental Obligations") and, prior to fully performing such Environmental Obligations, there occurs the scheduled expiration of the Term of this Lease or any other termination of this Lease pursuant to the provisions of this Lease (collectively, a "Lease Termination"), and in the event (a) Landlord is obligated to deliver possession to a new tenant and bi) Landlord is prevented from being able to deliver lawful possession because of such failure of Tenant to fully perform same, then Tenant shall, following such Lease Termination, pay, at the time and in the manner Net Base Rent payments were due during the term, an amount equal to: (i) Net Base Rent at twice the rate in effect immediately prior to such Lease Termination; and (ii) Additional Rent as provided under the Lease until such time as all such Environmental Obligations have been fully completed.

9.4. Additional Terms. In the event of Tenant's failure to comply in full with this Section, Landlord may, after written notice to Tenant and Tenant's failure to cure within thirty (30) days of its receipt of such notice, at Landlord's option, perform any and all of Tenant's obligations as aforesaid and all costs and expenses incurred by Landlord in the exercise of this right shall be deemed to be Additional Rent payable on demand and with interest at the Default Rate. Any other provision of this Lease to the contrary notwithstanding, the parties acknowledge and agree that Tenant shall not be held responsible for any environmental issue at the Premises unless such issue was caused by an action or omission of Tenant or its agents, employees, consultants or invitees. This Section 9 shall survive the expiration or sooner termination of this Lease.

10. MAINTENANCE AND REPAIR.

10.1. Tenant's Maintenance Obligation. Throughout the Term of this Lease, and except with respect to Landlord's obligations under Section 10.7, Tenant shall self-manage the Premises and be solely responsible during the Lease term to repair, operate and maintain the Building in accordance with standards applicable to a suburban school building located in New Castle County, Delaware. Without limiting the generality of the foregoing, but subject to Landlord's Obligations as set forth in Section 10.7 and except to the extent caused by the willful misconduct or gross negligence of Landlord or its agents, contractors or employees (which repairs shall be at Landlord's sole cost and expense), Tenant shall, at its sole cost and expense: (a) keep and maintain the Premises in good

appearance, repair and condition, and maintain proper housekeeping, (b) promptly make all repairs (interior and nonstructural, ordinary and extraordinary, foreseen and unforeseen) necessary to keep the Premises in good and lawful order and condition for use for its Permitted Use and in compliance with the terms of this Lease and all Legal Requirements, (c) keep and maintain all personal property in good condition and repair and replace such property consistent with prudent industry practice for the area in which the Premises is located, (d) extermination and pest control when necessary, (d) refuse removal, and (e) window cleaning as determined by Tenant of both interior and exterior windows and glass of the Building. All repairs performed by Tenant shall be done in a consistent manner as other suburban school buildings located in New Castle County, Delaware. Except as provided herein, Landlord shall under no circumstances be required to repair, replace, build or rebuild any improvements, or to make any repairs, replacements, alterations, restorations or renewals of any nature or description to the Premises, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to make any expenditure whatsoever with respect thereto, or to maintain any Premises in any way. Tenant hereby waives, to the extent permitted by law or any equitable principle, the right to make repairs at the expense of Landlord pursuant to any law currently in effect or hereafter enacted. The term "Legal Requirements" means all federal, state, county, municipal and other governmental statutes, laws, rules, actionable policies, actionable guidance, codes, orders, regulations, ordinances, permits, licenses, covenants, conditions, restrictions, judgments, decrees and injunctions applicable to Tenant in connection with this Lease or affecting the Premises or the maintenance, construction, use, condition, operation or alteration thereof, whether now or hereafter enacted and retroactively and lawfully in force, including, any and all of the foregoing that relate to the use of the Premises for the Permitted Use.

10.2. Premises Condition Report. Landlord, may from time to time and at Tenant's sole expense, upon at least five (5) business days' advance notice and no more frequently than one time per Lease Year, cause an engineer designated by Landlord, in its sole discretion, to inspect the Premises and issue a report (a "Premises Condition Report") with respect to the Premises' condition. Tenant shall, at its own expense, make any and all repairs or replacements that are recommended by such Premises Condition Report and relate to life safety or are otherwise required to be performed by Tenant under Section 10.1. above.

10.3. Notice of Non-Responsibility. Nothing contained in this Lease and no action or inaction by Landlord shall be construed as (a) constituting the consent or request of Landlord, expressed or implied, to any contractor, subcontractor, laborer, materialman or vendor to or for the performance of any labor or services or the furnishing of any materials or other property for the construction, alteration, addition, repair or demolition of or to the Premises or any part thereof; or (b) giving Tenant any right, power or permission to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Landlord in respect thereof or to make any agreement that may create, or in any way be the basis for, any right, title, interest, lien, claim or other encumbrance upon the estate of Landlord in the Premises or any portion thereof. Landlord may post, at Tenant's sole cost, such notices of non-responsibility upon, or of

record against, the Premises to prevent the lien of any contractor, subcontractor, laborer, materialman or vendor providing work, services or supplies to Tenant from attaching against the Premises. Tenant agrees to promptly execute and record any such notice of non-responsibility at Tenant's sole cost. Any notices posted on the Premises shall require the prior written consent of Tenant, not to be unreasonably withheld, conditioned or delayed, so long as no Event of Default remains uncured.

10.4. Permitted Alterations. Tenant will not cut or drill into or secure any fixture, apparatus or equipment or make alterations, improvements or physical additions (collectively, "Alterations") of any kind to any part of the Premises. Without Landlord's prior written consent, which consent shall not be unreasonably withheld, Tenant shall not make any Capital Alterations or Material Alterations not required by law or, in case of emergency, life safety. Tenant may, without Landlord's consent, make any other Alterations provided the same (a) do not decrease the value of the Premises, (b) do not adversely affect the exterior appearance of the Premises, (c) are consistent in terms of style, quality and workmanship to the original leased improvements of the Premises and provided further that the same are constructed and performed in accordance with the following but this provision shall not apply to any Alteration costing Fifty Thousand Dollars (\$50,000.00) or less:

10.4.1. Such construction shall not commence until Tenant shall have procured and paid for all municipal and other governmental permits and authorizations required therefor (as well as any permits or approvals required in connection therewith) and Landlord shall join in the application for such permits or authorizations whenever such action is necessary; provided, however, that (a) any such joinder shall be at no liability, cost or expense to Landlord; and (b) any Plans and Specifications required to be filed in connection with any such application that require the approval of Landlord shall have been so approved by Landlord. Unless Landlord has communicated its objections and reasons therefor to any Plans and Specifications within thirty (30) days of receiving a copy of same from Tenant, such Plans and Specifications shall be deemed approved by Landlord.

10.4.2. Tenant must furnish to Landlord (1) certificates of insurance evidencing (a) general public liability insurance for personal injury and property damage in the minimum amount of \$1,000,000.00 combined single limit, (b) statutory workman's compensation insurance, and (c) employer's liability insurance from each contractor to be employed (all such policies shall be non-cancelable without thirty (30) days prior written notice to Landlord and shall be in amounts and with companies satisfactory to Landlord).

10.4.3. During and following completion of such construction, the parking that is located on the land of the Premises shall remain adequate for the operation of the Premises for its Permitted Use and in no event shall such parking be less than what is required by any applicable Legal Requirements or less than was located on such land prior to such construction.

10.4.4. All work done in connection with such construction shall be done promptly and in a good and workmanlike manner using materials of appropriate grade and quality consistent with the existing materials and in conformity with all Legal Requirements.

10.4.5. If, by reason of the construction of any Alteration, a new or revised certificate of occupancy for any component of the Premises is required, Tenant shall obtain such certificate in compliance with all applicable Legal Requirements and furnish a copy of the same to Landlord promptly upon receipt thereof.

10.4.6. Upon completion of any Alteration, Tenant shall promptly deliver to Landlord final lien waivers from each and every general contractor and, with respect to Alterations costing in excess of Ten Thousand Dollars (\$10,000.00), each and every subcontractor that provided goods or services costing in excess of Ten Thousand Dollars (\$10,000.00) in connection with such Alterations indicating that such contractor or subcontractor has been paid in full for such goods or services, together with such other evidence as Landlord may reasonably require to satisfy Landlord that no liens have been created in connection with such Alteration.

10.5. Capital and Material Alterations. All Capital Alterations or Material Alterations, whether or not Landlord's consent is required therefor, shall be constructed and performed in accordance with Section 10.4.1. through 10.4.5. above, together with the following:

10.5.1. Prior to commencing any such Alterations, Tenant shall have submitted to Landlord a written proposal describing in reasonable detail such proposed Alteration and shall provide to Landlord for approval such plans and specifications, permits, licenses, construction budgets and other information (collectively, the "Plans and Specifications") as Landlord shall request, showing in reasonable detail the scope and nature of the proposed Alteration.

10.5.2. Such construction shall not, and prior to commencement of such construction Tenant's licensed architect or engineer (to the extent the services of a licensed architect or engineer are required in connection with such Alterations) shall certify to Landlord that such construction shall not, impair the structural strength of the Premises or overburden or impair the operating efficiency of the electrical, water, plumbing, HVAC or other building systems of the Premises.

10.5.3. Prior to commencing any such Alterations, Tenant's licensed architect or engineer (to the extent the services of a licensed architect or engineer are required in connection with such Alterations) shall certify to Landlord that the Plans and Specifications conform to and comply with all applicable Legal Requirements.

10.5.4. Promptly following the completion of the construction of any such Alterations, Tenant shall deliver to Landlord: (a) "as built" drawings of any such Alterations included therein, if applicable, certified as accurate by the licensed architect or engineer selected by Tenant to supervise such work; and (b) a certificate from Tenant's licensed architect or engineer certifying to Landlord that such Alterations have been completed in compliance with the Plans and Specifications and all applicable Legal Requirements or, if field variations have required any deviations from the Plans and Specifications, noting same and certifying that same comply with all applicable Legal Requirements.

The term "Capital Alterations" means any Alteration for which the budgeted cost exceeds One Hundred Thousand Dollars (\$100,000). The term "Material Alterations" mean any Alterations that (i) would materially enlarge or reduce the size of the Building, (ii) would tie in or connect with any improvements on property adjacent to the applicable land, or (iii) would affect the structural components of the Building or the main electrical, mechanical, plumbing, elevator or ventilating and air conditioning systems for the Building in any material respect.

10.6. Alterations. All Alterations (whether temporary or permanent in character) made in or upon the Premises, either by Landlord or Tenant, shall be Landlord's property upon installation and shall remain on the Premises without compensation to Tenant unless, at or prior to the time Landlord is notified of or consents to the installation thereof Landlord provides written notice to Tenant to remove same at the expiration of the Lease, in which event Tenant shall, on or prior to the expiration or earlier termination of the Lease, remove such Alterations and restore the Premises to good order and condition. All furniture, movable trade fixtures and equipment (including telephone, security and communication equipment system wiring and cabling) installed by Tenant or by Landlord at the request of Tenant, its assignees and sublessees shall be removed by Tenant at the termination of this Lease. All such installations, removals and restoration shall be accomplished in a good and workmanlike manner so as not to damage the Premises or Building and in such manner so as not to disturb other tenants in the Building, if any. If Tenant fails to remove any items required to be removed pursuant to this Section, Landlord may do so and the reasonable costs and expenses thereof shall be deemed Additional Rent hereunder and shall be reimbursed by Tenant to Landlord within fifteen (15) business days of Tenant's receipt of an invoice therefor from Landlord. Notwithstanding anything in this Lease to the contrary, to the extent that any Alteration causes any portion of the Premises or the Building to be unusable other than for general office or as a call center, Tenant shall, at Tenant's sole cost and expense, prior to the termination of this Lease, restore such portion of the Premises for use as general office use.

10.7. Landlord's Maintenance Obligations. Landlord shall maintain and repair the structural elements of the exterior of the Building, the foundation and the roof of the Building, and except to the extent caused by the willful misconduct or negligence of Tenant or its agents, contractors or employees (which shall be at Tenant's sole cost and

expense), in first class condition, in accordance with standards for a suburban building located in New Castle County, Delaware, in compliance with all Legal Requirements.

10.8 Encroachments. If the Building shall, at any time, encroach upon any property, street or right-of-way adjacent to the Project, then, promptly upon the request of Landlord, Tenant shall, at its expense, subject to its right to contest the existence of any encroachment and, in such case, in the event of any adverse final determination, either (a) obtain valid waivers or settlements of all claims, liabilities and damages resulting from each such encroachment, whether the same shall affect Landlord or Tenant, or (b) make such changes in the Building, and take such other actions, as Tenant, in the good faith exercise of its judgment, deems reasonably practicable, to remove such encroachment, including, if necessary, the alteration of the Building, and in any event take all such actions as may be necessary to be able to continue the operation of the Building for the Permitted Use substantially in the manner and to the extent the Building was operated prior to the assertion of such encroachment. Any such alteration shall be made in conformity with the applicable requirements of this Section 10.

11. CONSTRUCTION LIENS.

11.1. Tenant will not suffer or permit any contractor's, subcontractor's or supplier's lien (a "Construction Lien") to be filed against the Premises or any part thereof by reason of work, labor services or materials supplied or claimed to have been supplied to Tenant; and if any Construction Lien shall at any time be filed against the Premises or any part thereof, Tenant, within fifteen (15) days after notice of the filing thereof, shall cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such Construction Lien to be discharged within the period aforesaid, then in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge it either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Any amount so paid by Landlord, plus all of Landlord's costs and expenses associated therewith (including, without limitation, reasonable legal fees), shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand with interest from the date of advance by Landlord at the Default Rate.

11.2. Nothing in this Lease, or in any consent to the making of alterations or improvements shall be deemed or construed in any way as constituting authorization by Landlord for the making of any alterations or additions by Tenant, or constituting a request by Landlord, express or implied, to any contractor, subcontractor or supplier for the performance of any labor or the furnishing of any materials for the use or benefit of Landlord.

12. ASSIGNMENT AND SUBLETTING.

12.1. Tenant shall not, without the prior written consent of Landlord, which may be withheld or conditioned in its reasonable discretion, assign, transfer or hypothecate

this Lease or any interest herein or sublet the Premises or any part thereof (collectively, "Transfer"). Any such purported Transfer without Landlord's prior written consent (each an "Unapproved Transfer") shall be void and shall, constitute an Event of Default giving rise to Landlord's right, among other things, to terminate this Lease. This Lease shall not, nor shall any interest herein, be assignable as to the interest of Tenant by operation of law or by merger, consolidation or asset sale, without the written consent of Landlord. If Landlord elects to waive its right to terminate this Lease as a result of any such Unapproved Transfer, this Lease shall continue in full force and effect; provided, however, that as of the date of such Unapproved Transfer, the Net Base Rent shall be increased by ten percent (10%).

12.2. Regardless of Landlord's consent, no Transfer of the Lease shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rental by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one Transfer shall not be deemed consent to any subsequent Transfer. In the event of default by any assignee of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee or successor.

12.3. In the event that (i) the Premises or any part thereof are sublet and Tenant is in default under this Lease, beyond applicable notice and cure periods, or (ii) this Lease is assigned by Tenant, then, Landlord may collect Rent from the assignee or subtenant and apply the net amount collected to the rent herein reserved; but no such collection shall be deemed a waiver of the provisions of this Section 12 with respect to assignment and subletting, or the acceptance of such assignee or subtenant as Tenant hereunder, or a release of Tenant from further performance of the covenants herein contained,

12.4. In connection with each proposed Transfer of the Premises by Tenant, Tenant shall pay to Landlord (i) an administrative fee of \$750 per request (including requests for non-disturbance agreements and Landlord's or its lender's waivers) in order to defer Landlord's administrative expenses arising from such request, plus (ii) Landlord's reasonable attorneys' fees, payable to outside counsel engaged by Landlord.

12.5. Anything in this Section 12 to the contrary notwithstanding, no assignment or sublease shall be permitted under this Lease if Tenant is in default, beyond notice and applicable cure periods, at the time of such assignment.

13. LANDLORD'S RIGHT OF ENTRY.

Landlord and persons authorized by Landlord may enter the Premises during Tenant's business hours upon forty-eight (48) hours advance notice (except in the case of an emergency in which case no prior notice is necessary) for the purpose of inspecting the Premises for compliance to this Lease, appraisals, or other reasonable purposes; including enforcement of Landlord's rights under this Lease; provided, however, that Landlord, its employees, contractors and other authorized persons must be accompanied by an authorized representative of Tenant.

EXECUTION VERSION

Landlord also shall have the right to enter the Premises during Tenant's business hours after giving prior oral notice to Tenant, to exhibit the Premises to any prospective purchaser and/or mortgagee. During the last six (6) months of the Term, Landlord also shall have the right to enter the Premises during Tenant's business hours after giving prior oral notice to Tenant, to exhibit the Premises to any prospective tenants.

14. RESERVED

15. INSURANCE: TENANT'S and LANDLORD'S INSURANCE, SUBROGATION RIGHTS. During the Term, Tenant shall maintain at its sole cost and expense the following insurance on the Premises:

15.1. Commercial general liability insurance covering Landlord and Tenant against bodily injury liability, and property damage liability, including without limitation any liability arising out of the maintenance, repair, condition or operation of the Leased Premises. Such insurance policy or policies shall contain a "severability of interest" clause or endorsement which precludes the insurer from denying the claim of Tenant or Landlord because of the negligence or other acts of the other, and shall be in amounts of not less than \$3,000,000.00 per occurrence, or in such other amounts as Landlord may from time to time require consistent with prevailing industry standards.

15.2. Worker's compensation insurance or similar coverage in the statutorily mandated limits covering all persons employed by Tenant on the Premises in connection with any work done on or about any of the Premises whenever Tenant is making any Alterations, in accordance with the requirements set forth in Section 10.4.2 hereof.

15.3. Tenant will pay as they become due all premiums for insurance required by this Section 15. All insurance required hereunder shall not be subject to cancellation without at least thirty (30) days prior notice to all insureds, and shall name Landlord and Capano Management, as additional insureds, as their interests may appear, and, if requested by Landlord, shall also name as an additional insured any mortgagee or holder of any mortgage which may be or become a lien upon any part of the Premises. Prior to the commencement of the Term, Tenant shall provide Landlord with certificates which evidence that the coverages required have been obtained for the policy periods. Tenant shall also furnish to Landlord throughout the term hereof, replacement certificates at least ten (10) business days prior to the expiration dates of the then-current policy or policies. All the insurance required under this Lease shall be issued by insurance companies authorized to do business in the State of Delaware with a financial rating of at least an A-X as rated in the most recent edition of Best's Insurance Reports and in business for the past five years. The limit of any such insurance shall not limit the liability of Tenant hereunder. If Tenant fails to procure and maintain such insurance, Landlord may, but shall not be required to, procure and maintain the same, at Tenant's expense to be reimbursed by Tenant as Additional Rent within ten (10) days of written demand. Any deductible under such insurance policy or self-insured retention under such insurance policy in excess of One Hundred Thousand (\$100,000) must be approved by Landlord in writing prior to issuance of such policy. The policy limits set forth herein shall be subject to periodic review, and Landlord reserves the right to require that Tenant increase the liability coverage limits in the reasonable opinion of Landlord, (which

requirements shall be updated from time to time such that the insurance coverage required by this Lease is always at least as extensive as the coverage required by the Financing Documents), including all insurance required under any Financing Documents

15.4. Each party hereto, and anyone claiming through or under them by way of subrogation, waives and releases any cause of action it might have against the other party and Capano Management and their respective employees, officers, members, partners, trustees and agents, on account of any loss or damage that is insured against under any insurance policy required to be obtained hereunder (to the extent that such loss or damage is recoverable under such insurance policy) that covers the Project, Building or Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements or business and which names Landlord and Capano Management or Tenant, as the case may be, as a party insured. Each party hereto agrees that it will cause its insurance carrier to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise against the other party. During any period while such waiver of right of recovery is in effect, each party shall look solely to the proceeds of such policies for compensation for loss, to the extent such proceeds are paid under such policies.

15.5 At all times during the Term of this Lease Landlord, shall carry insurance against loss or damage to the Building under a "comprehensive all risk" (or current equivalent) insurance policy, which will include (with customary limits) flood insurance (if the Premises is located within a defined flood zone), earthquake insurance (if the Premises is located within a defined earthquake zone), insurance against steam or pressure boiler or similar apparatus explosion (if there is any boiler upon the Premises), plate glass breakage, sprinkler damage (if the Premises has a sprinkler system), each to the extent applicable and which may contain such exclusions as are standard in the industry, and terrorism insurance where reasonable and customarily available, in amounts sufficient to prevent Landlord or Tenant from becoming a co-insurer under the applicable policies (and containing an agreed amount endorsement with respect to the Building waiving all co-insurance provisions or to be written on a no co-insurance form), and in any event, in amounts sufficient to provide actual replacement cost coverage. The premiums for the insurance Landlord is required to maintain under this Section 15.5 shall be referred to herein as "Insurance Expenses" and shall be reimbursed by Tenant as Additional Rent as provided in Section 6.6 above.

16. INDEMNIFICATION.

16.1. Tenant shall defend, indemnify and hold harmless Landlord, Capano Management, any lender under any financing arrangements with mortgage lenders secured by encumbrances upon the Premises or any other loans of Landlord relating to the Premises (the "Financing Documents"), and their respective employees and agents from and against any and all third-party claims, actions, damages, liability and expense (including, all reasonable attorney's fees, expenses and liabilities incurred in defense of any such claim or any action or proceeding brought thereon) arising from (i) Tenant's improper use of the Premises, (ii) the improper conduct of Tenant's business, (iii) any activity, work or things done, permitted or suffered by Tenant or its agents, licensees or invitees in or about the Premises or elsewhere contrary to the requirements of the Lease, (iv) any breach or default in the

performance of any obligation of Tenant's part to be performed under the terms of this Lease, and (v) any negligence or willful act of Tenant or any of Tenant's agents, contractors, employees or invitees. Without limiting the generality of the foregoing, Tenant's obligations shall include any case in which Landlord, Capano Management or any lender under a Financing Document shall be made a party to any litigation commenced by or against Tenant, its agents, subtenants, licensees, concessionaires, contractors, customers or employees, in which case Tenant shall defend, indemnify and hold harmless Landlord, Capano Management and any lender under a Financing Document and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord, Capano Management and any lender under a Financing Document in connection with such litigation, after notice to Tenant and Tenant's refusal to defend such litigation, and upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord, in its exercise of reasonable judgment. Notwithstanding the foregoing, Tenant's indemnification shall not extend to Landlord's gross negligence or willful misconduct.

16.2. Landlord shall defend, indemnify and hold harmless Tenant, its parent and affiliates and their respective employees and agents from and against any and all third-party claims, actions, damages, liability and expense (including all attorney's fees, expenses and liabilities incurred in defense of any such claim or any action or proceeding brought thereon) arising from (i) Landlord's improper use of the Premises or the Building, (ii) the improper conduct of Landlord's business, (iii) any activity, work or things done, permitted or suffered by Landlord in or about the Premises or elsewhere contrary to the requirements of the Lease, (iv) any breach or default in the performance of any obligation of Landlord's part to be performed under the terms of this Lease, (v) any negligence or willful act of Landlord or any of Landlord's agents, contractors, employees or invitees, (vi) any discharge or release of any Hazardous Substance or Hazardous Waste in excess of the permitted by Applicable Environmental Law which discharge or release exists or existed prior to the Commencement Date. Without limiting the generality of the foregoing, Landlord's obligations shall include any case in which Tenant or *any* of its affiliates shall be made a party to any litigation commenced by or against Landlord, its agents, subtenants, licensees, concessionaires, contractors, customers or employees, in which case Landlord shall defend, indemnify and hold harmless Tenant and such affiliates and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Tenant or any of its affiliates in connection with such litigation, after notice to Landlord and Landlord's refusal to defend such litigation, and upon notice from Tenant shall defend the same at Landlord's expense by counsel satisfactory to Tenant in its exercise of reasonable judgment. Notwithstanding the foregoing, Landlord's indemnification shall not extend to Tenant's gross negligence or willful misconduct.

17. QUIET ENJOYMENT.

Provided Tenant has performed all of the terms and conditions of this Lease, including the payment of Net Base Rent and Additional Rent, to be performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord, or anyone claiming by through or under Landlord under and subject to the terms and conditions of this Lease but subject to but subject to all liens and encumbrances of record as of the Commencement Date or thereafter provided for pursuant to a Financing Document or consented to in writing by Tenant.

18. CASUALTY DAMAGE. If, during the Term, the Building is damaged or destroyed from any cause to such an extent that the Building is rendered totally inaccessible or unusable for the Permitted Use that will cost in excess of 50% of its full replacement cost to repair, this Lease shall automatically be terminated as of the date of such casualty. In the event such damage or loss of accessibility or use is partial, Landlord shall diligently restore and repair the Premises and the Building to substantially the same condition they were in prior to such damage. If the Building is partially damaged in excess of 50% of its full replacement cost, Landlord shall obtain a written estimate from an architectural or construction management firm of the estimated time required to obtain all requisite permits and repair and restore the Building, and deliver such written estimate to Tenant within sixty (60) days following the date of the casualty. If the estimated time for repair and restoration exceeds one hundred eighty (180) days after the date of the casualty, including the time needed for removal of debris, preparation of plans and issuance of all required governmental permits, either party shall have the right to terminate this Lease by giving written notice of termination to the other within forty-five (45) days after receipt of such estimate. If the estimated time required is equal to or less than one hundred eighty (180) days or if it exceeds one hundred eighty (180) days but neither party terminates this Lease as aforesaid, Landlord shall restore as aforesaid. In such case, if Landlord does not commence repair and restoration of the Building within thirty (30) days following the later of the expiration of the foregoing forty-five (45) day period or ninety (90) days of the date of the casualty, or fails to complete such repair and restoration within one hundred eighty (180) days following the date of the casualty (or such longer period as may have been estimated by Landlord's architect or construction manager as set forth above), then at any time thereafter until such repair and restoration are completed Tenant shall have the right to terminate this Lease by written notice to that effect to Landlord. In the event of a fire or other casualty and this Lease is not terminated, the Base Rent and Additional Rent to be paid under this Lease shall be abated proportionately in the ratio which Tenant's use of the Building has been impaired from the date of such partial destruction of the Building until repair and restoration of unusable space has been completed by Landlord and Tenant, provided that Landlord has no obligation to repair or restore any Tenant Work or other property of Tenant. Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of said Premises or for any inconvenience or annoyance occasioned by any such damage, repair or restoration.

19. SUBORDINATION; RIGHTS OF MORTGAGEE.

19.1. Subject to the provisions of this Section 19, this Lease shall be subject and subordinate at all times to the lien of any mortgages now or hereafter placed upon the Premises or Building and land of which they are a part. Tenant agrees to execute and deliver upon demand such further instrument or instruments evidencing such subordination of this Lease to the lien of any such mortgage and such further instrument or instruments of attornment as shall be desired by any mortgagee or proposed mortgagee. Notwithstanding the foregoing, any mortgagee may at any time subordinate its mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates of execution and delivery and in that event such mortgagee shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution and delivery of the mortgage. As a condition to the subordination to any now existing or future Landlord's Mortgagee, Landlord shall cause a subordination, attornment and nondisturbance agreement ("Nondisturbance Agreement") to be

delivered to Tenant by each existing or future Landlord's Mortgagee and by each third party who hereafter shall have a voluntary lien in the Premises which is superior to the interest of Tenant, on each such mortgagee's standard form, which shall provide, *inter alia*, that the Leasehold estate granted to Tenant under this Lease will not be terminated or disturbed by reason of the foreclosure of the mortgage held by Landlord's Mortgagee, so long as Tenant shall not be in default under this Lease and shall pay all sums due under this Lease without offsets or defenses thereto and shall fully perform and comply with all of the terms, covenants and conditions of this Lease on the part of Tenant to be performed and/or complied with, and in the event a mortgagee or its respective successor or assigns shall enter into and lawfully become possessed of the Premises covered by this Lease and shall succeed to the rights of Landlord hereunder, Tenant will attorn to the successor as its landlord under this Lease and, upon the request of such successor landlord, Tenant will execute and deliver an attornment agreement in favor of the successor landlord.

19.2. In the event Landlord shall be or is alleged to be in default of any of its obligations owing to Tenant under this Lease, Tenant agrees to give to the holder of any mortgage (collectively the "Mortgagee") now or hereafter placed upon the Premises or the Building, notice by overnight mail of any such default which Tenant shall have served upon Landlord, provided that prior thereto Tenant has been notified in writing (by way of Notice of Assignment of Rents and/or Leases or otherwise in writing to Tenant) of the name and addresses of any such Mortgagee. Tenant shall not be entitled to exercise any right or remedy as there may be because of any default by Landlord without having given such notice to the Mortgagee; and Tenant further agrees that if Landlord shall fail to cure such default the Mortgagee shall have forty-five (45) additional days (measured from the later of the date on which the default should have been cured by Landlord or the Mortgagee's receipt of such notice from Tenant), within which to cure such default, provided that if such default be such that the same could not be cured within such period and Mortgagee is diligently pursuing the remedies necessary to effectuate the cure (including but not limited to foreclosure proceedings if necessary to effectuate the cure); then Tenant shall not exercise any right or remedy as there may be arising because of Landlord's default, including but not limited to, termination of this Lease as may be expressly provided for herein or available to Tenant as a matter of law, if the Mortgagee either has cured the default within such time periods, or as the ease may be, has initiated the cure of same within such period and is diligently pursuing the cure of same as aforesaid.

20. CONDEMNATION.

20.1. If all or substantially all of the Premises shall be taken or condemned for a public or quasi-public use (a sale in lieu of condemnation to be deemed a taking or condemnation for purposes of this Lease), this Lease shall, at either party's option, terminate as of the date title to the condemned real estate vests in the condemnor, and the Net Base Rent and Additional Rent herein reserved shall be apportioned and paid in full by Tenant to Landlord to that date and all rent prepaid for period beyond that date shall forthwith be repaid by Landlord to Tenant and neither party shall thereafter have any liability hereunder.

20.2. If less than all or substantially all of the Premises of the Premises shall be taken or if neither Landlord nor Tenant have elected to terminate this Lease pursuant to the

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preceding sentence, Landlord shall do such work as may be reasonably necessary to restore the portion of the Premises not taken to tenantable condition for Tenant's uses, but shall not be required to expend more than the net award Landlord reasonably expects to be available for restoration of the Premises. If Landlord reasonably determines that the damages available for restoration of the Building will not be sufficient to pay the cost of restoration, or if the condemnation damage award is required to be applied on account of any mortgage which encumbers any part of the Premises or Building, Landlord may terminate this Lease by giving Tenant thirty (30) days prior notice specifying the termination date.

20.3. If this Lease is not terminated after any such taking or condemnation, the Net Base Rent and the Additional Rent shall be equitably reduced in proportion to the area of the Premises which has been taken for the balance of the Term.

20.4. If a part or all of the Premises shall be taken or condemned, any compensation awarded upon such condemnation or taking shall go to Landlord and Tenant shall have no claim thereto other than Tenant's damages associated with moving, storage and relocation and the value of Tenant's leasehold improvements and leasehold estate; and Tenant hereby expressly waives, relinquishes and releases to Landlord any claim for damages or other compensation to which Tenant might otherwise be entitled because of any such taking or limitation of the leasehold estate hereby created.

21. ESTOPPEL CERTIFICATE.

Each party agrees at any time and from time to time, within ten (10) business days after the other party's written request, to execute, acknowledge and deliver to the other party a written instrument in recordable form certifying all information reasonably requested, including but not limited to, the following: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that it is in full force and effect as modified and stating the modifications); (ii) the Commencement Date, the expiration date of this Lease, the square footage of the Premises, the rental rates applicable to the Premises, the dates to which Rent, Additional Rent, and other charges have been paid in advance, if any; and (iii) stating whether or not to the best knowledge of the party signing such certificate, the requesting party is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge. It is intended that any such certification and statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the Project or any mortgagee thereof or any assignee of Landlord's interest in this Lease or of any mortgage upon the fee of the Premises or any part thereof.

22. DEFAULT.

22.1 The occurrence of any of the following shall constitute an "Event of Default" and there shall be no cure period therefor except as otherwise expressly provided in this Section 22:

22.1.1 Tenant fails to pay any installment of Net Base Rent or any amount of Additional Rent when due; provided, however, Landlord shall provide written notice of the failure to pay such Rent and Tenant shall have a five (5)

day grace period from its receipt of such Landlord's notice (facsimile receipt being deemed to be notice hereunder) within which to pay such Rent without creating a default hereunder. **No additional notice shall be required thereafter and Landlord shall be entitled to immediately exercise its remedies hereunder if payment is not received during the grace period,**

22.1.2. Tenant fails to discharge or bond over a construction or mechanics lien within the time period set forth in Section 11.

22.1.3. Tenant fails to observe or perform any of Tenant's other non-monetary agreements or obligations herein contained within thirty (30) days after written notice specifying the default, or the expiration of such additional time period as is reasonably necessary to cure such default, provided Tenant immediately commences and thereafter proceeds with all due diligence and in good faith to cure such default,

22.1.4. Tenant makes any assignment for the benefit of creditors,

22.1.5. a petition is filed or any proceeding is commenced against Tenant or by Tenant under any federal or state bankruptcy or insolvency law and such petition or proceeding is not dismissed within sixty (60) days,

22.1.6. a receiver or other official is appointed for Tenant or for a substantial part of Tenant's assets or for Tenant's interests in this Lease provided that if the appointment is involuntary, Tenant shall have a period of sixty (60) days within which to obtain the dismissal of such appointment,

22.1.7. any attachment or execution against a substantial part of Tenants assets or of Tenant's interests in this Lease remains unstayed or undismissed for a period of more than ten (10) days, or

22.1.8. a substantial part of Tenant's assets or of Tenant's interest in this Lease is taken by legal process in any action against Tenant, then, in any such event, an Event of Default shall be deemed to exist and Tenant shall be in default hereunder.

22.2. If an Event of Default shall occur, the following provisions shall apply and Landlord shall have, in addition to all other rights and remedies available at law or in equity, the rights and remedies set forth herein, which rights and remedies may be exercised upon or at any time following the occurrence of an Event of Default unless, prior to such exercise, Landlord shall agree in writing with Tenant that the Event(s) of Default has been cured by Tenant in all respects.

22.2.1. Acceleration of Rent. By five (5) days additional notice to Tenant (and provided that prior to the expiration of such additional notice Tenant shall have failed to cure such Event of Default), Landlord shall have the right to accelerate all Net Base Rent and all expense installments due hereunder and otherwise payable in installments over the remainder of the Term, and, at Landlord's option, any other

Additional Rent to the extent that such Additional Rent can be determined and calculated to a fixed sum; and the amount of accelerated rent to the termination date, without further notice or demand for payment, shall be due and payable by Tenant within five (5) days after Landlord has so notified Tenant, such amount collected from Tenant shall be discounted to present value using an interest rate of six percent (6%) per annum. Additional Rent which has not been included, in whole or in part, in accelerated rent, shall be due and payable by Tenant during the remainder of the Term, in the amounts and at the times otherwise provided for in this Lease.

Notwithstanding the foregoing or the application of any rule of law based on election of remedies or otherwise, if Tenant fails to pay the accelerated rent in full when due, Landlord thereafter shall have the right by notice to Tenant, (i) to terminate Tenant's further right to possession of the Premises and (ii) to terminate this Lease under subparagraph 22.2.2. below; and if Tenant shall have paid part but not all of the accelerated rent, the portion thereof attributable to the period equivalent to the part of the Term remaining after Landlord's termination of possession or termination of this Lease shall be applied by Landlord against Tenant's obligations owing to Landlord, as determined by the applicable provisions of subparagraphs 22.2.3 and 22.2.4 below.

22.2.2. Termination of Lease. By notice to Tenant, Landlord shall have the right to terminate this Lease as of a date specified in the notice of termination and in such case, Tenant's rights, including any based on any option to renew, to the possession and use of the Premises shall end absolutely as of the termination date; and this Lease shall also terminate in all respects except for the provisions hereof regarding Landlord's damages and Tenant's liabilities arising prior to, out of and following the Event of Default and the ensuing termination.

Following such termination and the notice of same provided above (as well as upon any other termination of this Lease by expiration of the Term or otherwise) Landlord immediately shall have the right to recover possession of the Premises; and to that end, Landlord may enter the Premises and take possession, without the necessity of giving Tenant any notice to quit or any other further notice, with or without legal process or proceedings, and in so doing Landlord may remove Tenant's property (including any improvements or additions to the Premises which Tenant made, unless made with Landlord's consent which expressly permitted Tenant to not remove the same upon expiration of the Term), as well as the property of others as may be in the Premises, and make disposition thereof in such manner as Landlord may deem to be commercially reasonable and necessary under the circumstances.

22.2.3. Tenant's Continuing Obligations/Landlord's Reletting Rights.

- i. Unless and until Landlord shall have terminated this Lease under subparagraph 22.2.2 above, Tenant shall remain fully liable and responsible to perform all of the covenants and to observe all the conditions of this Lease throughout the remainder of the Term to the early termination date; and, in addition, Tenant shall pay to Landlord, upon demand and as Additional Rent, the total sum of all costs,

losses, damages and expenses, including reasonable attorneys' fees, as Landlord incurs, directly or indirectly, because of any Event of Default having occurred.

ii. If Landlord terminates this Lease and Tenant's leasehold estate as above provided, then, subject to the provisions below, Landlord shall have the unrestricted right to relet the Premises or any part(s) thereof to such tenant(s) on such provisions and for such period(s) as Landlord may deem appropriate. Landlord agrees, however, to use reasonable efforts to mitigate its damages, provided that Landlord shall not be liable to Tenant for its inability to mitigate damages if it shall endeavor to relet the Premises in like manner as it offers other comparable vacant space or property available for leasing to others in the Project of which the Building is a part. If Landlord relets the Premises after such a default, the costs recovered from Tenant shall be reallocated to take into consideration any additional rent which Landlord receives from the new tenant which is in excess to that which was owed by Tenant.

22.2.4. Landlord's Damages.

i. The damages which Landlord shall be entitled to recover from Tenant shall be the sum of:

(a) all Net Base Rent and Additional Rent accrued and unpaid as of the termination date; and

(b) (1) all costs and expenses incurred by Landlord in recovering possession of the Premises, including removal and storage of Tenant's property, (2) the costs and expenses of restoring the Premises to the condition in which the same were to have been surrendered by Tenant as of the expiration of the Term, and (3) the costs of reletting commissions; and

(c) all Net Base Rent and Additional Rent (to the extent that the amount(s) of Additional Rent has been then determined) otherwise payable by Tenant over the remainder of the Term as reduced to present value.

Less, deducting from the total determined under subparagraphs (a), (b) and (c) all Rent and all other Additional Rent to the extent determinable as aforesaid, (to the extent that like charges would have been payable by Tenant) which Landlord receives from other tenant(s) by reason of the leasing of the Premises or part during or attributable to any period falling within the otherwise remainder of the Term.

ii. The damage sums payable by Tenant under the preceding provisions of this Section 22.2.4. shall be payable on demand from time to time as the amounts are determined; and if from Landlord's subsequent receipt of rent as aforesaid from reletting, there be any excess payment(s) by Tenant by reason of the crediting of such rent thereafter received, the excess payment(s) shall be refunded by Landlord to Tenant, without interest.

iii. Landlord may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, including, without limitation, injunctive relief, and for recovery of consequential damages and all moneys due or to become due from Tenant under any of the provisions of this Lease.

22.2.5. Landlord's Right to Cure. Without limiting the generality of the foregoing, if Tenant shall be in default in the performance of any of its obligations hereunder, following the expiration of any and all applicable notice, grace and cure periods, Landlord, without being required to give Tenant any further notice or further opportunity to cure, may (but shall not be obligated to do so), in addition to any other rights it may have in law or in equity, cure such default on behalf of Tenant, and Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred by Landlord in curing such default, including reasonable attorneys' fees and other legal expenses, together with interest at 10% per annum Rate from the dates of Landlord's incurring of such costs or expenses.

22.2.6. Interest on Damage Amounts. Any sums payable by Tenant hereunder, which are not paid after the same shall be due, shall bear interest from that day until paid at the rate of four (4%) percent over the then Prime Rate as published daily under the heading "Money Rates" in The Wall Street Journal, unless such rate be usurious as applied to Tenant, in which case the highest permitted legal rate shall apply (the "Default Rate").

22.2.7. Landlord's Statutory Rights. Landlord shall have all rights and remedies now or hereafter existing at law or in equity with respect to the enforcement of Tenant's obligations hereunder and the recovery of the Premises. No right or remedy herein conferred upon or reserved to Landlord shall be exclusive of any other right or remedy, but shall be cumulative and in addition to all other rights and remedies given hereunder or now or hereafter existing at law, Landlord shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any covenant, agreement, condition or provision of this Lease, or to a decree compelling performance of any covenant, agreement, condition or provision of this Lease.

22.2.8. Remedies Not Limited. Nothing herein contained shall limit or prejudice the right of Landlord to exercise any or all rights and remedies available to Landlord by reason of default or to prove for and obtain in proceedings under any bankruptcy or insolvency laws, an amount equal to the maximum allowed by any law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater than, equal to, or less than the amount of the loss or damage referred to above.

22.2.9. No Waiver by Landlord. No delay or forbearance by Landlord in exercising any right or remedy hereunder, or Landlord's undertaking or performing any act or matter which is not expressly required to be undertaken by Landlord

shall be construed, respectively, to be a waiver of Landlord's rights or to represent any agreement by Landlord to undertake or perform such act or matter thereafter. Waiver by Landlord of any breach by Tenant of any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by Landlord) or failure by Landlord to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of Landlord's right to have any such covenant or condition duly performed or observed by Tenant, or of Landlord's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of Landlord in respect of such breach or any subsequent breach. Landlord's receipt and acceptance of any payment from Tenant which is tendered not in conformity with the provisions of this Lease or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of Landlord to recover any payments then owing by Tenant which are not paid in full, or act as a bar to the termination of this Lease and the recovery of the Premises because of Tenant's previous default.

23. LANDLORD WAIVER.

Landlord shall deliver to Tenant's equipment vendors, lenders and lessors one or more landlord's waivers in form and content reasonably required by such equipment vendors, lenders and lessors and reasonably acceptable to Landlord.

24. LANDLORD'S REPRESENTATIONS AND WARRANTIES.

Landlord represents and warrants to Tenant that: (a) Landlord is the owner of the Premises; (b) Landlord has the authority to enter into this Lease and this Lease has been duly authorized by all requisite corporate action on behalf of Landlord; (c) the person executing this Lease is duly authorized to execute and deliver this Lease on behalf of Landlord; and (d) except as disclosed to the Tenant in writing, there are no persons other than Landlord who have any interest in the Premises.

25. SURRENDER.

Tenant shall, at the expiration of the Term, promptly quit and surrender the Premises in good order and condition and in conformity with the applicable provisions of this Lease, excepting only reasonable wear and tear and damage by fire or other insured casualty. Tenant shall have no right to hold over beyond the expiration of the Term and in the event Tenant shall fail to deliver possession of the Premises as herein provided, such occupancy shall not be construed to effect or constitute other than a tenancy at sufferance. During the first six (6) months of occupancy beyond the expiration of the Term the amount of Net Base Rent owed to Landlord by Tenant shall automatically become one hundred fifty percent (150%) the sum of the Net Base Rent as such sum is at that time calculated under the provisions of the Lease. If Tenant fails to surrender the space within six (6) months of the termination date, Landlord may elect to automatically extend the Term for an additional month, at Landlord's option, with a Net Base Rent of two hundred percent (200%) the sum of the Net Base Rent as that sum is at that time calculated under the provisions of the Lease. The acceptance of rent by Landlord or the failure or delay of Landlord in notifying or evicting Tenant following the expiration or sooner

termination of the Term shall not create any tenancy rights in Tenant and any such payments by Tenant may be applied by Landlord against its costs and expenses, including attorney's fees, incurred by Landlord as a result of such holdover.

26. RULES AND REGULATIONS.

Tenant agrees that at all times during the Term of this Lease (as same may be extended) it, its employees, agents, invitees and licensees shall comply with all rules and regulations specified on Exhibit "C" attached hereto and made a part hereof, together with all reasonable Rules and Regulations as Landlord may from time to time promulgate provided they do not increase the financial burdens of Tenant or unreasonably restrict Tenant's rights under this Lease. Tenant's right to dispute the reasonableness of any changes in or additions to the Rules and Regulations shall be deemed waived unless asserted to Landlord within thirty (30) business days after Landlord shall have given Tenant written notice of any such adoption or change. In case of any conflict or inconsistency between the provisions of this Lease and any Rules and Regulations, the provisions of this Lease shall control. Landlord shall have no duty or obligation to enforce any Rule and Regulation, or any term, covenant or condition of any other lease, against any other tenant, and Landlord's failure or refusal to enforce any Rule or Regulation or any term, covenant or condition of any other lease against any other tenant shall be without liability of Landlord to Tenant. However, if Landlord does enforce Rules or Regulations, Landlord shall endeavor to enforce same equally in a non-discriminatory manner.

27. GOVERNMENTAL REGULATIONS.

27.1. Tenant shall, in the use and occupancy of the Premises and the conduct of Tenant's business or profession therein, at all times comply with all applicable laws, ordinances, orders, notices, rules and regulations of the federal, state and municipal governments, or any of their departments and the regulations of the insurers of the Premises, Building and/or Project.

27.2. Without limiting the generality of the foregoing, Tenant shall (i) obtain, at Tenant's expense, before engaging in Tenant's business or profession within the Premises, all necessary licenses and permits including (but not limited to) state and local business licenses or permits, and (ii) remain in compliance with and keep in full force and effect at all times all licenses, consents and permits necessary for the lawful conduct of Tenant's business or profession at the Premises. Tenant shall pay all personal property taxes, income taxes and other taxes, assessments, duties, impositions and similar charges which are or may be assessed, levied or imposed upon Tenant and which, if not paid, could be liened against the Premises or against Tenant's property therein or against Tenant's leasehold estate.

27.3. As of the Commencement Date, the Premises shall be in compliance with Title III of the Americans with Disabilities Act of 1990, 42 U.S.C. §1218 et seq. and its regulations, (collectively, the "ADA"). Tenant shall be responsible for compliance in all respects concerning the use and occupancy of the Premises in accordance with the ADA, which compliance shall include, without limitation (i) provision for full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations of the Premises as contemplated by and to the extent required by the ADA, (ii) compliance relating to requirements under the ADA or amendments thereto arising after the date of this Lease and (iii) compliance

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relating to the design, layout, renovation, redecorating, refurbishment, alteration, or improvement to the Premises made or requested by Tenant at any time following completion of the Work, to the extent same is performed by the Landlord.

28. NOTICES.

Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other party, such notice or demand shall be deemed to have been duly given or served if in writing and either: (i) delivered by prepaid nationally recognized overnight courier service (e.g. Federal Express) with evidence of receipt required for delivery; (ii) forwarded by Registered or Certified mail, return receipt requested, postage prepaid; (iii) facsimile with a copy mailed by first class United States mail or (iv) e-mailed with evidence of receipt and delivery of a copy of the notice by first class mail; in all such cases addressed to the parties at the addresses set forth in Section 1.10 hereof. Each such notice shall be deemed to have been given to or served upon the party to which addressed on the date the same is delivered or delivery is refused. Either party hereto may change its address to which said notice shall be delivered or mailed by giving written notice of such change to the other party hereto, as herein provided.

29. BROKERS. Tenant and Landlord warrant and represent to each other that neither has dealt with any broker or brokers regarding the negotiation of this Lease, excepting only the Brokers. Landlord shall be responsible for the payment of commissions payable to the Brokers pursuant to separate agreements with the Brokers. Tenant and Landlord agree to be responsible for and to indemnify and save the other harmless from and against any claim for a commission or other compensation by any other person claiming to have negotiated with the indemnifying party with respect to the Premises or to have called the said Premises to Tenant's attention or to have called Tenant to Landlord's attention.

30. RIGHTS RESERVED BY LANDLORD. Landlord excepts and reserves exclusively to itself any and all rights not specifically granted to Tenant under this Lease. Landlord reserves the right to make changes to the Premises, Building and Project as Landlord deems appropriate, including, without limitation, the right to grant easements, rights of way, utility raceways and make dedications, to grant lease, license or use rights to third parties, to utilize the foregoing easements or licenses on the Premises and/or the Project, to dedicate for public use portions of the Premises and/or the Project, to improve the energy efficiency or sustainability of the Building, the Premises and/or the Project, and to change the name of the Building, the Premises and/or the Project.

31. LANDLORD'S LIABILITY.

Landlord's obligations hereunder shall be binding upon Landlord only for the period of time that Landlord is in ownership of the Building; and, upon termination of that ownership, Tenant, except as to any obligations which are then due and owing, shall look solely to Landlord's successor in interest in the Building for the satisfaction of each and every obligation of Landlord hereunder. Landlord shall have no personal liability under any of the terms, conditions or covenants of this Lease and Tenant shall look solely to the equity of Landlord in the Building of which the Premises form a part for the satisfaction of any claim, remedy or cause

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of action accruing to Tenant as a result of the breach of any section of this Lease by Landlord. In addition to the foregoing, no recourse shall be had for an obligation of Landlord hereunder, or for any claim based thereon or otherwise in respect thereof, against any past, present or future trustee, member, partner, shareholder, officer, director, partner, agent or employee of Landlord, whether by virtue of any statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such other liability being expressly waived and released by Tenant with respect to the above-named individuals and entities. None of the provisions of this Lease shall cause Landlord to be liable to Tenant, or anyone claiming through or on behalf of Tenant, for any special, indirect or consequential damages, including, without limitation, lost profits or revenues, and provided that no remedy expressly set forth in this Lease shall be deemed special, indirect or consequential.

32. AUTHORITY.

Tenant represents and warrants that (a) Tenant is duly organized and validly existing under the laws of the State of Delaware and is legally authorized to do business in the State of Delaware, (b) the persons executing this Lease are duly authorized to execute and deliver this Lease on behalf of Tenant.

33. NO OFFER.

The submission of the Lease by Landlord to Tenant for examination does not constitute a reservation of or option for the Premises or of any other space within the Building or in other buildings owned or managed by Landlord or its affiliates. This Lease shall become effective as a Lease only upon the execution and legal delivery thereof by both parties hereto.

34. FORCE MAJEURE. In the event Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act (excluding monetary obligations) required under this Lease to be performed by either party by reason of (i) strikes, lockouts and labor troubles, provided such strikes, lockouts or labor troubles are affecting the industry in general and not particular to labor disputes involving Landlord or its affiliates, or (ii) inability to procure materials, failure of power, restricted governmental law or regulations, riots, insurrection, civil commotion, epidemic, pandemic, public health emergency, war or other reason of a like nature not the fault of such party, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Landlord or Tenant shall have the right to invoke the benefit of the force majeure provisions of this Section 34 only if the affected party uses commercially reasonable efforts to mitigate the impact of such force majeure event to the extent it is within the affected party's reasonable ability to do so under the circumstances.

35. RIGHT OF FIRST REFUSAL. Provided that there then exists no Event of Default by Tenant under this Lease, nor any event that with the giving of notice and/or the passage of time would constitute an Event of Default, Tenant shall have the following right of first refusal to purchase the Project (the "ROFR"): if Landlord receives a bona-fide offer to purchase (a "Third Party Offer") the Project which is acceptable to Landlord, Landlord shall promptly, and prior to acceptance of such offer, provide Tenant with written notice of such offer (including all material economic terms of such offer) (the "Offer Notice"). An "offer" does not

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include (a) any transfer, whether by sale or gift, to any spouse, child, parent, niece, nephew or sibling of a party, or any trust for a party or any spouse, sibling (including brother-in-law or sister-in-law), child or grandchild (including adoptees and stepchildren), niece or nephew of any party, (b) counteroffers, provided the same are subject to the 90% Test, (c) a lease, sublease or ground lease, (d) a gift, (e) a transfer of ownership interests of Landlord (e.g., limited liability company interests) by operation of law or otherwise for estate planning purposes, (f) a foreclosure of a bona fide mortgage or other lien genuinely in default, (d) transfers of ownership interests of any party by operation of law or otherwise for estate planning purposes, and (e) by virtue of will or intestacy laws. Following delivery of the Offer Notice, Tenant shall have a period of ten (10) days to give written notice (the "Election Notice") to Landlord of Tenant's election either (i) to purchase the Project upon the material economic terms and otherwise in accordance with the terms and conditions set forth in the Offer Notice, or (ii) to waive the right to purchase the Project. Failure of Tenant to give an Election Notice within said 10-day period shall be deemed to be an irrevocable waiver by Tenant of the right to purchase the Project. In the event Tenant elects to purchase the Property, Tenant shall enter into a contract for the sale and purchase of the Project on such terms and conditions as are customary for commercial real estate properties located in New Castle County, Delaware (the "ROFR Contract"). In the event Tenant elects to waive its right to purchase the Project or is deemed to have waived such right, Landlord may proceed to sell pursuant to the terms and conditions of such Third Party Offer upon terms not less than ninety percent (90%) of the material economic terms of the Third Party Offer (the "90% Test"), and the right of first refusal shall terminate upon the sale of the Project if the Project is sold within one year after the date of the Third Party Offer so long as such sale meets the 90% Test, but if the Project is not sold within such one year period, then the ROFR shall be refreshed (but such refreshed ROFR shall, for the avoidance of doubt, terminate on the Termination Date (defined below)). The ROFR shall commence on the Lease Commencement Date, and shall automatically terminate on expiration of the Term or the earlier termination of this Lease (the "Termination Date"), except that such termination shall not terminate any Election Notice exercised before the Termination Date. The terms of this Section 35 and the rights of Tenant hereunder shall fully and completely subordinate to any a *bona fide* commercial or institutional lender providing financing for or to Landlord in the manner and form required by any such lender.

36. TENANT FINANCIAL INFORMATION.

Tenant shall submit to Landlord as Landlord shall request any time and from time to time during the Term (but not more than once during any twelve month period unless a default, beyond applicable notice and cure periods, has occurred under this Lease or Landlord has a reasonable basis to suspect that Tenant has suffered a material adverse change in its financial position) upon not less than thirty (30) days prior written request from Landlord, Tenant's most current audited financial statements. Landlord shall be entitled to share such financial information with institutional lenders, future investors, prospective purchasers and Landlord's representatives to the extent necessary to evaluate the Lease and the Premises, so long as such parties agree to keep such information confidential.

37. ANTI-TERRORISM AND ANTI-MONEY LAUNDERING. Neither Landlord nor Tenant nor any affiliate of Landlord or Tenant nor any person or entity holding any legal or beneficial interest whatsoever in Landlord or Tenant or any affiliate of Landlord or Tenant, is or may be a person or entity (i) listed on the Specially Designated Nationals or Blocked Person List maintained by the

Office of Foreign Assets Control ("OFAC"), Department of the Treasury, or any other similar lists maintained by OFAC or any other governmental authority pursuant to any authorizing statute, Executive Order or regulation; (ii) designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation, or any other similar Executive Orders; or (iii) subject to any trade restrictions under any Applicable Law, including those referenced in clauses (i) and (ii) above. Landlord and Tenant, each of the affiliates of Landlord and Tenant and such other persons or entities above mentioned are in full compliance with all approval provisions of the Bank Secrecy Act ("BSA") and of all other laws, regulations, and governmental guidance relating to the prevention and detection of money laundering violations or terrorist activities or threats. Neither Landlord or Tenant may take any action or engage in any activity of any nature whatsoever, and will use its best efforts to ensure that no affiliate of Landlord or Tenant or any aforesaid holder of a legal or beneficial interest takes any such action or engages in any such activity that would or could result in Landlord or Tenant, such affiliate of Landlord or Tenant or such other person or entity being (i) listed on the Specially Designated Nationals and Blocked Person List maintained by OFAC or any other similar lists maintained by OFAC or any other governmental authority pursuant to any authorizing statute, Executive Order or regulation; (ii) designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation, or any other similar Executive Orders; or (iii) subject to any trade restrictions under any Applicable Law, including those referenced in clauses (i) and (ii) of this sentence. Neither Landlord nor Tenant may fund any contractual obligations with funds derived from any person referred to in clauses (i) and (ii) of the immediately preceding sentence. Landlord and Tenant must comply with, and will use its best efforts to ensure that each of the affiliates of Landlord or Tenant (as the case may be) and such other persons and entities above mentioned comply with, the applicable provisions of the BSA and all other laws, regulations, and governmental guidance relating to the prevention and detection of money laundering violations or terrorist activities or threats.

38. MISCELLANEOUS PROVISIONS.

38.1. Successors. The respective rights and obligations provided in this Lease shall bind and inure to the benefit of the parties hereto, their successors and assigns; provided, however, that no rights shall inure to the benefit of any successors or assigns of Tenant unless Landlord's written consent for the transfer to such successor and/or assignee has first been obtained as provided in, and to the extent required by Section 12 hereof. Landlord shall have the right to sell or convey the Premises subject to this Lease or to assign its right, title and interest as Landlord under this Lease in whole or in part, and no consent from Tenant shall be required. In the event of any such sale or assignment, Tenant shall attorn to such purchaser or assignee and Landlord shall be relieved, from and after the date of such transfer or conveyance, of liability for the performance of any obligation of Landlord contained in this Lease, except for obligations or liabilities accrued prior to such assignment or sale.

38.2. Governing Law. This Lease shall be construed, governed and enforced in accordance with the laws of the State of Delaware, without regard to principles relating to conflicts of law.

38.3. Severability. If any provisions of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall remain in full force and effect.

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38.4. Captions. Marginal captions, titles and the table of contents in this Lease are for convenience and reference only, and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Lease.

38.5. Gender. As used in this Lease, the word "person" shall mean and include, where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and the words of any gender shall mean to include any other gender.

38.6. Entire Agreement. This Lease, including the Exhibits and any Riders hereto (which are hereby incorporated by this reference, except that in the event of any conflict between the printed portions of this Lease and any Exhibits or Riders, the term of such Exhibits or Riders shall control), supersedes any prior discussions, proposals, negotiations and discussions between the parties and this Lease contains all the agreements, conditions, understandings, representations and warranties made between the parties hereto with respect to the subject matter hereof, and may not be modified orally or in any manner other than by an agreement in writing signed by both parties hereto or their respective successors in interest. Without in any way limiting the generality of the foregoing, this Lease can only be extended pursuant to the terms hereof, and in Tenant's case, with the terms hereof, with the due exercise of an option (if any) contained herein pursuant to a written agreement signed by both Landlord and Tenant specifically extending the term. No negotiations, correspondence by Landlord or offers to extend the term shall be deemed an extension of the termination date for any period whatsoever.

38.7. Counterparts. This Lease may be executed in any number of counterparts, each of which when taken together shall be deemed to be one and the same instrument.

38.8. PDF Signatures. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, each party hereto may rely upon an electronically transmitted portable document format (PDF) file or telecopy (fax) of a counterpart of this Lease or detached signature page therefrom that has been executed by the other party hereto as if the same were the executed original thereof, and the other party shall be bound thereby.

38.9. Calculation of Time. In computing any period of time prescribed or allowed by any provision of this Lease, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. Unless otherwise provided herein, all Notices and other periods expire as of 5:00 p.m. (local time in Wilmington, Delaware) on the last day of the Notice or other period.

38.10. No Merger. There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Premises or any part thereof by reason of the fact that the same person, firm, corporation, or other legal entity may acquire or hold,

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directly or indirectly, this Lease of the leasehold estate and the fee estate in the Premises or any part thereof. Premises or any interest in such fee estate, without the prior written consent of Landlord's mortgagee.

38.11. Time of the Essence. TIME IS OF THE ESSENCE IN ALL PROVISIONS OF THIS LEASE, INCLUDING ALL NOTICE PROVISIONS TO BE PERFORMED BY OR ON BEHALF OF TENANT.

38.12. Recordation of Lease. Tenant shall not record this Lease without the written consent of Landlord.

38.13. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any payment of Net Base Rent or Additional Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Net Base Rent or Additional Rent due and payable hereunder, nor shall any endorsement or statement or any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other right or remedy provided for in this Lease, at law or in equity.

38.14. No Partnership. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant. This Lease establishes a relationship solely of that of a landlord and tenant.

38.15. No Presumption Against Drafter. Landlord and Tenant understand, agree, and acknowledge that: (i) this Lease has been freely negotiated by both parties; and (ii) in the event of any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease, or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

39. WAIVER OF TRIAL BY JURY.

LANDLORD AND TENANT WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS LEASE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY TENANT AND TENANT ACKNOWLEDGES THAT NEITHER LANDLORD NOR ANY PERSON ACTING ON BEHALF OF LANDLORD HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. TENANT FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS LEASE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. TENANT FURTHER ACKNOWLEDGES THAT IT HAS READ

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AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION AND AS EVIDENCE OF SAME HAS EXECUTED THIS LEASE.

40. CONSENT TO JURISDICTION.

Landlord and Tenant each hereby consent to the exclusive jurisdiction of the state courts located in New Castle County and to the federal courts located in the District of Delaware.

[SIGNATURE PAGE FOLLOWS]

EXECUTION VERSION

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the dates set forth below.

WITNESS:

Morgan Burns

LANDLORD:

LILYCAP, LLC, a Delaware limited liability company

By: *[Signature]*
Louis J. Capano, III
Manager

Date: November 1, 2021

WITNESS

TENANT:

ACADEMIA ANTONIA ALONSO CHARTER SCHOOL, a Delaware non-stock, non-profit corporation

By: *[Signature]*
Maria Alonso, Board President

Date: October 29, 2021

EXHIBIT A

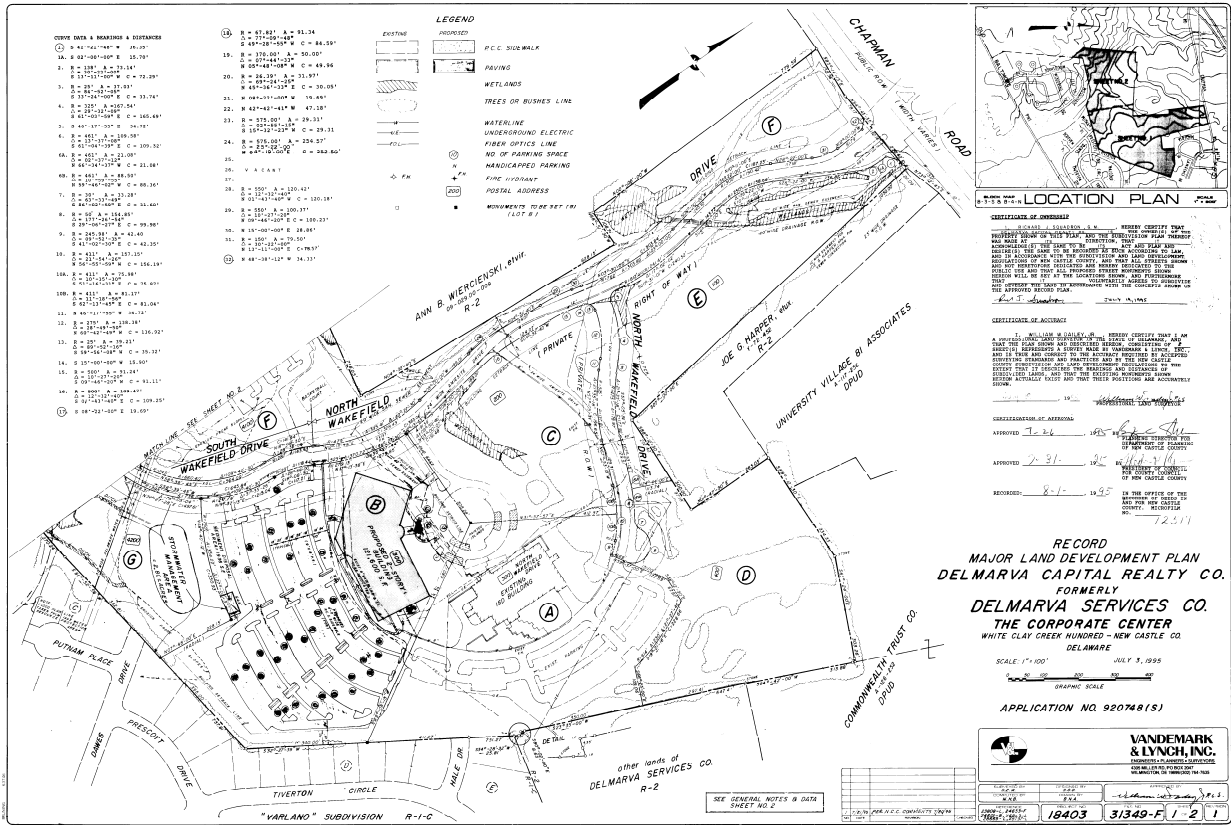


EXHIBIT B

PARCEL NO. 1

ALL that certain lot, piece or parcel of land with structures and improvements, if any, situate in the Corporate Center, White Clay Hundred, New Castle County, Delaware and designated Parcel B on a Record Major Land Development Plan prepared by VanDemark & Lynch, Inc. Engineers, Planners and Surveyors, Wilmington, Delaware, dated December 17, 1990; revised through February 7, 1991 and recorded April 25, 1991 in the Office of the Recorder of Deeds in and for New Castle County on Microfilm No. 10849 and more particularly bounded and described as follows:

BEGINNING at a point on the Northeasterly side of North Wakefield Drive (50 feet wide) said point being a corner for Parcel C; thence from the said point of beginning leaving said Northeasterly side of said North Wakefield Drive and along the Southerly line for said Parcel C North $90^{\circ}00'00''$ East, (due East) 308.28 feet to a point, a corner for Parcel A; thence along the Southwesterly line of said Parcel A, South $29^{\circ}08'15''$ East, 680.17 feet to a point in the line of a subdivision known as Variano; thence partially along the Northwesterly and partially along the Northeasterly lines of the said subdivision of Variano, the two following described courses and distances: (1) South $32^{\circ}27'39''$ West, 340.00 feet to a point; (2) South $81^{\circ}52'58''$ West, 355.00 feet to a point, a corner for Parcel G; thence along the Southeasterly and Northeasterly lines of said Parcel G, the two following described courses and distances: (1) North $07^{\circ}48'00''$ East, 228.15 feet to a point; (2) Northwesterly by a curve to the right having a radius of 750.00 feet an arc distance of 354.22 feet to a point on the Southeasterly side of South Wakefield Drive, said point being distant by a chord North $68^{\circ}40'12''$ West, 350.93 feet from the last described point; thence along the various courses of the Southeasterly side of South Wakefield Drive and the Southeasterly side of North Wakefield Drive, the three following described courses and distances: (1) Northeasterly by a curve to the left having a radius of 395.00 feet, an arc distance of 217.79 feet to a point of reverse curvature, said point being distant by a chord of North $19^{\circ}37'13''$ East, 215.04 feet from the last described point; (2) Northeasterly by a curve to the right having a radius of 237.00 feet, an arc distance of 118.44 feet to a point of reverse curvature, said point being distant by a chord of North $18^{\circ}08'30''$ East, 117.21 feet from the last described point; (3) Northeasterly by a curve to the left having a radius of 525.00 feet, an arc distance of 279.13 feet to the point and place of beginning, said point being distant by a chord of North $17^{\circ}13'38''$ East, 275.85 feet from the last described point.

PARCEL NO. 2

TOGETHER WITH all rights, reservations and easements as set forth in the Cross Easement and Maintenance Declaration recorded April 25, 1991 in the Office of the Recorder of Deeds in and for New Castle County in Deed Book 1166 page 296; as amended by a Supplement to Cross Easements and Maintenance Declaration recorded October 23, 1995 in the Office of the Recorder of Deeds in and for New Castle County in Deed Book 1999 page 249; as further amended by a Second Supplemental Declaration of Easements, Covenants and Restrictions recorded October 23, 1995 in the Office of the Recorder of Deeds in and for New Castle County in Deed Book 1999 page 254.

EXHIBIT C

RULES AND REGULATIONS

1. Tenant shall not impair in any way the fire safety system and shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord, any governmental agency or any insurance company insuring the Building. No person shall go on the roof without Landlord's prior written permission.
2. Skylights, windows, doors and transoms shall not be covered or obstructed by Tenant.
3. Any sidewalks, lobbies, passages, elevators and stairways shall not be obstructed or used by Tenant for any purpose other than ingress and egress from and to the Premises. Landlord shall in all cases retain the right to control or prevent access by all persons whose presence, in the reasonable judgment of Landlord, shall be prejudicial to the safety, peace or character of the Property. Without Landlord's prior written consent, Tenant shall not hang, install, mount, suspend or attach anything from or to any sprinkler, plumbing, utility or other lines. If Tenant hangs, installs, mounts, suspends or attaches anything from or to any doors, windows, walls, floors or ceilings, then Tenant shall spackle and sand all holes and repair any damage caused thereby or by the removal thereof at or prior to the expiration or termination of the Lease.
4. No antenna, aerial, discs, dishes or other such device shall be erected on the roof or exterior walls of the Premises, or on the grounds, without the written consent of the Landlord in each instance. Any device so installed without such written consent shall be subject to removal by Tenant, at Tenant's sole cost and expense, without notice at any time. Tenant, at its sole cost and expense, shall repair any damage resulting from such removal and shall restore the Property to good order and condition.
5. No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises, except sporting events and Tenant sponsored student events without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.
6. The outside areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish introduced by the Tenant to the reasonable satisfaction of Landlord and Tenant shall not place or permit any obstruction or materials in such areas or permit any work to be performed outside the Premises.
7. No open storage shall be permitted in the exterior areas.
8. All garbage and refuse shall be placed in containers placed at the location designated for refuse collection, in the manner specified by Landlord.
9. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke in the exterior areas of the Project, unless a portion of the exterior areas have been declared a designated smoking area by Landlord, nor shall the above parties allow smoke from the Premises to emanate into the exterior areas or any other part of the Building. Landlord shall have the right to designate the Building (including the Premises) as a non-smoking building.
10. Tenant shall not use or keep in the Building (i) intentionally deleted, (ii) any explosive or highly flammable material, or (iii) any form of hemp or marijuana or ingredient thereof (e.g., THC or CBD) or any product containing same.
11. Tenant assumes all responsibility for protecting the Premises from theft and vandalism.
12. Tenant shall comply with any reasonable move-in/move-out rules provided by Landlord.
13. Tenant shall not place oversized cartons, crates or boxes in any area for trash pickup without Landlord's prior written approval.

14. Tenant shall use commercially reasonable efforts to cause all Tenant's invitees, students, employees, contractors and agents to comply with these Building Rules.

15. Landlord shall not be responsible or liable to Tenant for the non-performance of any other tenant or occupant of the Project of the Rules and Regulations. Landlord agrees to use commercially reasonable efforts to uniformly enforce the Rules and Regulations against other tenants or occupants of the Project.

16. Capitalized terms used but not defined herein shall have the meanings given in the Lease.

EXHIBIT D

WORK LETTER

1. Landlord's Work. Landlord shall, subject to the provisions of this Work Letter, furnish and install or cause to be furnished and installed in the Premises, in a good and workmanlike manner and with reasonable diligence, the items of work (the "Work") shown on the Approved Plans and Specifications (as hereinafter defined).

2. Preparation and Approval of Plans and Specifications.

(a) Tenant shall prepare and submit to Landlord, for its approval, Tenant's Overall Site Plan, Architectural Floor Plans, showing room layouts and major building components, Food Service Diagram, Narrative & Plans, Architectural Narrative of Construction Materials; Room Finish Schedule, Mechanical/Electrical/Plumbing Narrative to describe Scope of Work, An Order of Magnitude Construction Cost Estimate, Development Schedule, Construction Drawings and all such drawings and plans necessary to complete the Work (the "Plans and Specifications") for the Premises. The Plans and Specifications shall be delivered to Landlord no later than January 15, 2022, provided Tenant may deliver its finishing schedule no later than January 31, 2022, provided, further, however, Tenant shall endeavor to deliver such Plans as soon as possible notwithstanding the foregoing dates. The Plans and Specifications shall be prepared in such form (and at such scale in the case of plans and drawings) as Landlord may require to obtain applicable approvals to the extent required by Legal Requirements, and in such form as Landlord may require to allow Landlord to perform or let contracts for the performance of the Work (the "Approved Plans and Specifications"). Tenant shall cooperate with Landlord in all matters related to the Plans and Specifications and shall promptly and completely respond to all requests for information, including finish selections. If the Approved Plans and Specifications have not been accepted by Landlord by January 31, 2022 for any reason other than a delay caused by Landlord, then Landlord may terminate the Lease, in which case Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in connection with this Lease. Tenant recognizes that certain elements of Landlord's Work include Long Lead Work, the components of which must be ordered as soon as possible. Accordingly, Tenant shall cooperate in good faith with Landlord to deliver to Landlord its Plans and Specifications as soon as possible, it being understood that time is of the essence. Notwithstanding anything herein to the contrary, Tenant shall employ best efforts to deliver to Landlord any HVAC specifications applicable to the Work by December 1, 2021 and all kitchen plans and equipment and electrical equipment and switch boxes by December 15, 2021. Tenant and Landlord shall cooperate in good faith with due diligence, time being of the essence, to ensure that Landlord is provided with all relevant and necessary information and details applicable to the Plans and Specifications to facilitate Landlord's Work.

(c) Upon acceptance of the Approved Plans and Specifications by Landlord, in its sole discretion, such documents shall be deemed attached to this Work Letter and incorporated herein by reference and shall become a part of the Lease as if fully set forth therein.

3. Governmental Approvals and Permits. Landlord shall file, or cause to be filed, with the appropriate governmental authority or authorities the Approved Plans and Specifications and take whatever action shall be necessary to obtain and maintain all governmental permits and authorizations which may be required in connection with the Work. Tenant shall cooperate with Landlord in connection with the aforesaid.

4. Terms. As used in this Work Letter, the following capitalized words and phrases shall have the meanings set forth below:

(a) **Change Costs** - shall mean all costs or expenses, if any, incurred by Landlord as a result of any change in the Approved Plans and Specifications requested by Tenant (subject to Landlord's approval), which changes shall include, without limitation, changes relating to (i) any additional architectural or engineering services, (ii) any changes to materials in process of fabrication, (iii) cancellation or modification of supply or fabricating contracts or (iv) removal or alteration of work or plans completed or in process. Notwithstanding the foregoing, Change Costs shall not include any cost or expense due to errors of Landlord. Tenant shall pay all Change Costs to Landlord in installments as the Work progresses, within ten (10) days after receipt of such bills by Tenant, so that the full amount thereof shall be paid during the progress of the Work and the balance, if any, within ten (10) days after Landlord's demand following the Substantial Completion of the Work. All sums paid or to be paid by Tenant to Landlord as Change Costs in accordance with the terms and conditions set forth in this Work Letter shall be treated as payments of Additional Rent.

(b) **Long Lead Work** - shall mean any item which is not a stock item and must be specifically manufactured, fabricated or installed and the delivery of such item in the ordinary course would delay Substantial Completion (defined below) of the Work. Landlord shall advise Tenant of any Long Lead Work items included in the Work.

(c) **Tenant Delay** - the following shall each constitute a "Tenant Delay" for the period of time herein described: (i) any delay in achieving Substantial Completion that due to a change in the final Approved Plans and Specifications requested by Tenant (subject to Landlord's reasonable approval): one (1) day of delay for each day of delay in Landlord achieving Substantial Completion of the Work; (ii) any delay in achieving Substantial Completion caused by the interference of Tenant, or its officers, directors, employees, contractors or invitees with the Work: one (1) day of delay for each day of such interference; (iii) any delay caused by the fact that any Long Lead Work item contained in the Approved Plans and Specifications or revisions thereto delayed Landlord in achieving Substantial Completion of the Work: the amount of Tenant Delay resulting from any Long Lead Work item shall be reasonably determined by Landlord, and (iv) Tenant's failure to deliver to Landlord the Plans and Specifications, by January 31, 2022: one (1) day of delay for each day after January 31, 2021 until such the Approved Plans and Specifications have been delivered to Landlord. For each day of Tenant Delay there shall be a day for day acceleration of the Substantial Completion Date (e.g., if there are two (2) days of Tenant Delay caused by any of the factors set forth in this Section 5, then the Substantial Completion Date shall be the date which is two (2) days prior to the date on which Substantial Completion of the Work occurs.)

With respect to any of the changes described in Subsection 4(c)(iii) above, Landlord shall provide a non-binding, good faith estimate of (i) the amount, if any, of Change Costs arising therefrom and (ii) the amount of time of delay, if any, that will result from such change. Landlord shall use reasonable efforts to obtain the Work associated with such change at a reasonable cost to Tenant, consistent with the quality of labor and materials utilized in the Building and subject to all the terms of the Lease, and, where applicable, based on unit prices contained in any of Landlord's contracts with its contractors or suppliers applying generally to other space in the Building as well as to the Premises, but in all events Tenant shall pay to Landlord the actual Change Costs of the Work irrespective of the amount contained in any estimate thereof.

5. Changes to Building. Landlord may make such changes in the layout, configuration and use of the Building as Landlord may desire, provided that such changes shall not materially adversely affect the occupancy of the Premises.

6. Allowance; Cost of the Work.

(a) Landlord hereby grants to Tenant an allowance for completion of the Work in an amount up to, but not in excess of, \$30.00 PSF (\$3,450,000.00) (the "Allowance"). The Allowance shall only be used for the following:

(i) Construction and installation of the Work, including, without limitation, the following:

(aa) Installation within the Premises of all partitioning, doors, floor coverings, ceilings, wall coverings and painting, millwork and similar items;

(bb) All electrical wiring, lighting fixtures, outlets and switches, and other electrical work to be installed within the Premise, excluding, however low voltage, data and telecom;

(cc) The furnishing and installation of all duct work, terminal boxes, diffusers and accessories required for the completion of the heating, ventilation and air conditioning systems within the Premises;

(dd) Any additional Tenant requirements including, but not limited to, odor control, special heating, ventilation and air conditioning, noise or vibration control or other special systems;

(ee) All fire and life safety control systems such as fire walls, sprinklers, halon, fire alarms, including piping, wiring and accessories, installed within the Premises;

(ff) All plumbing, fixtures, pipes and accessories to be installed within the Premises;

(gg) Testing and inspection costs

(hh) Modifications to the parking lot, lanes or other parking and access configurations; and

(ii) General conditions and contractor's fees.

(iv) All other costs incurred by Landlord in the construction and installation of the Work.

(v) Costs arising from changes attributable to Tenant pursuant to subsection (c) below.

(b) No portion of the Allowance may be used for Tenant's personal property, including, without limitation, furniture, fixtures and equipment. Prior to commencing the Work, Tenant

shall deposit with Landlord, the amount of \$1,100,000.00, which amount (the "Tenant Contribution") shall be used to pay for the costs of the Work prior to application of the Allowance. If the actual cost of completing the Work shall exceed the Allowance (and such other sums as Tenant shall have deposited with Landlord), such amounts shall be amortized into the Annual Base Rent during the initial Term up to an additional \$10.00 PSF at an interest rate of 7% (an "Overage Rent Event"). If an Overage Rent Event occurs, Landlord and Tenant shall confirm the revised Base Rent in the "Confirmation of Lease Terms Certificate", provided, however, that (i) the enforceability of this Lease, and (ii) the determination of the revised Base Rent, in each case, shall not be affected should either party fail or refuse to execute such certificate. In the event actual cost of completing the Work shall exceed the Overage Rent Event threshold amount, any costs of completing the Work above the Overage Rent Event not added to Base Rent shall be paid by Tenant to Landlord within five (5) days of Landlord's demand. If Tenant shall fail to timely pay any such amount(s), such failure shall be a default under the Lease without notice or opportunity to cure.

(c) If, after the Approved Plans and Specifications have been accepted by Landlord, Tenant shall require any changes or substitutions to the Approved Plans and Specifications, and Landlord consents to make such changes, then any additional construction costs related to approved changes shall (to the extent in excess of the unused Allowance) be paid by Tenant to Landlord within five (5) days of Landlord's demand. If Tenant shall fail to timely pay any such amount(s), such failure shall be a default under the Lease without notice or opportunity to cure. Landlord shall have the right to decline Tenant's request for a change to the Approved Plans and Specifications if the change would, in Landlord's opinion, delay completion of the Work.

(d) Prior to commencing the Work, Landlord shall provide Tenant with a budget setting forth Landlord's good faith estimate of the costs reasonably anticipated to be incurred by Landlord in connection with the completion of the Work.

7. Completion.

(a) Landlord shall cause the Work to be pursued diligently and with adequate work forces and shall endeavor to achieve Substantial Completion by July 1, 2022. As used herein, "Substantial Completion" shall mean that (i) the Work has been substantially completed in accordance with the Approved Plans and Specifications, except for "punch-list" items the completion of which will not materially interfere with the use and occupancy of the Premises for the permitted use, and (ii) a certificate permitting occupancy has been issued for the Premises (if required under local codes and ordinances). Notwithstanding the foregoing, the date of Substantial Completion shall be subject to adjustment as a result of Tenant Delays. In addition, Landlord shall have no liability of any kind as a result of delays or claims arising out of events of Force Majeure.

(b) Before the Commencement Date, Landlord and Tenant shall jointly inspect the Premises and prepare a punch-list. The punch-list shall list necessary mechanical adjustments and any details of construction that have not been completed in material conformity with the Plans and Specifications. Landlord shall diligently pursue completion of the punch-list items.

8. Fee. In connection with the Work, LC Construction shall be entitled to a construction management fee equal to four percent (4%) of the cost of the Work, which shall be paid in two (2) equal installments, the first when the Work is 50% complete and the second when the work is Substantially Complete. Landlord shall have the right to pay such fee directly from the Allowance.

9. Access to Premises. Landlord agrees to allow Tenant (and the approved contractors and decorators of Tenant) access to the Premises prior to the date of Substantial Completion for the purpose of making inspections, taking measurements and making installations therein which are part of the work to be performed by Tenant as well as performing its decorative work and telecommunications and data work, provided that the construction of the Premises and the performance of the Work shall have reached a point, in Landlord's judgment, such that Landlord will not be delayed or hampered in the completion thereof by the performance by Tenant of such work. In connection with any such access to the Premises, Tenant covenants (i) to cease promptly upon request by Landlord any activity or work during any period which, in Landlord's good faith judgment, shall interfere with or delay Landlord's prosecution or completion of the Work at the earliest possible date, (ii) that Tenant shall comply promptly with all procedures and regulations reasonably prescribed by Landlord from time to time for coordinating such work and activities with any other activity or work in the Premises or the Building, (iii) that such access shall be at the sole risk of Tenant and shall be deemed to be a license, (iv) that Tenant shall indemnify Landlord against any liability arising from, or claimed to arise from, or out of the performance of, any such work by or on behalf of Tenant in the Premises, any matter collateral thereto or from any negligence, act or failure to act of Tenant, its contractors, decorators, servants, agents or employees, or for any other reason whatsoever arising out of Tenant's access to or being in the Premises or in connection with the work to be performed by or for Tenant by anyone other than Landlord, unless such liability arises from Landlord's negligence, (v) that Tenant shall not employ or permit the employment of any contractor, mechanic or laborer, or permit any materials in the Premises, if the use of such contractor, mechanic, laborer or material would, in Landlord's reasonable opinion, create any difficulty, strike or jurisdictional dispute with other contractors, mechanics or laborers employed by Tenant, Landlord or others, or would in any way disturb, interfere with or delay any work being performed by Landlord or any other Tenant or their respective contractors, and (vi) to pay any loss or additional expense caused to Landlord by any delay in the completion of the Work or the Building resulting from Tenant's access and work. If Tenant fails to comply with any of the foregoing obligations, then, in addition to all other rights and remedies hereunder, Landlord may by notice require Tenant to cease the performance of such activity and work until such time as such activity would not interfere with completion of the Work. Tenant shall have no obligation to pay Rent or other sums payable under the Lease, but Tenant's early entry shall be otherwise subject to all of the terms and conditions of the Lease, including applicable insurance provisions.

10. No Other Work. Except as expressly set forth in this Work Letter, Landlord shall have no obligation of any kind to make, construct, install or pay for any improvements or other work with respect to the Premises or the Building, including, without limitation, any base building work or work with respect to the Common Areas.

EXHIBIT E
SPECIAL STIPULATIONS

1. Renewal Option: Tenant is hereby granted the option to renew the Lease for two (2) five (5) year Renewal Terms subject to the terms of this Section 1. In the event that Tenant desires to renew the Lease it shall give notice in writing to Landlord at least one hundred eighty (180) days prior to the Expiration Date, time being of the essence. All of the terms and conditions of the Lease shall remain in effect during the Renewal Terms, except that Base Rent payable during the each Lease Year of each Renewal Term shall be an amount equal to the then current Base Rent escalated by two percent (2%) per rentable square foot over the immediately preceding Lease Year and escalating annually thereafter during each such Renewal Term Lease Year by two percent (2%) per rentable square foot over the immediately preceding Lease Year. Tenant shall have no option to renew the Lease beyond the expiration of the second Renewal Term. Landlord shall have no obligation to perform any work for Tenant in connection with any Renewal Term.

EXHIBIT F

CONFIRMATION OF LEASE TERMS CERTIFICATE

[Date]

Tenant Name & Address

Re: Single-Tenant Triple Net Lease dated _____, 20__ (the "Lease"), between _____ ("Landlord") and _____ ("Tenant") for an approximate _____ rentable square foot premises ("Premises") located in Landlord's building ("Building") at _____.

Dear Tenant:

This letter serves to confirm the following with respect to the Lease:

Commencement Date: _____, 20__

Expiration Date: _____, 20__

Base Rent Schedule:

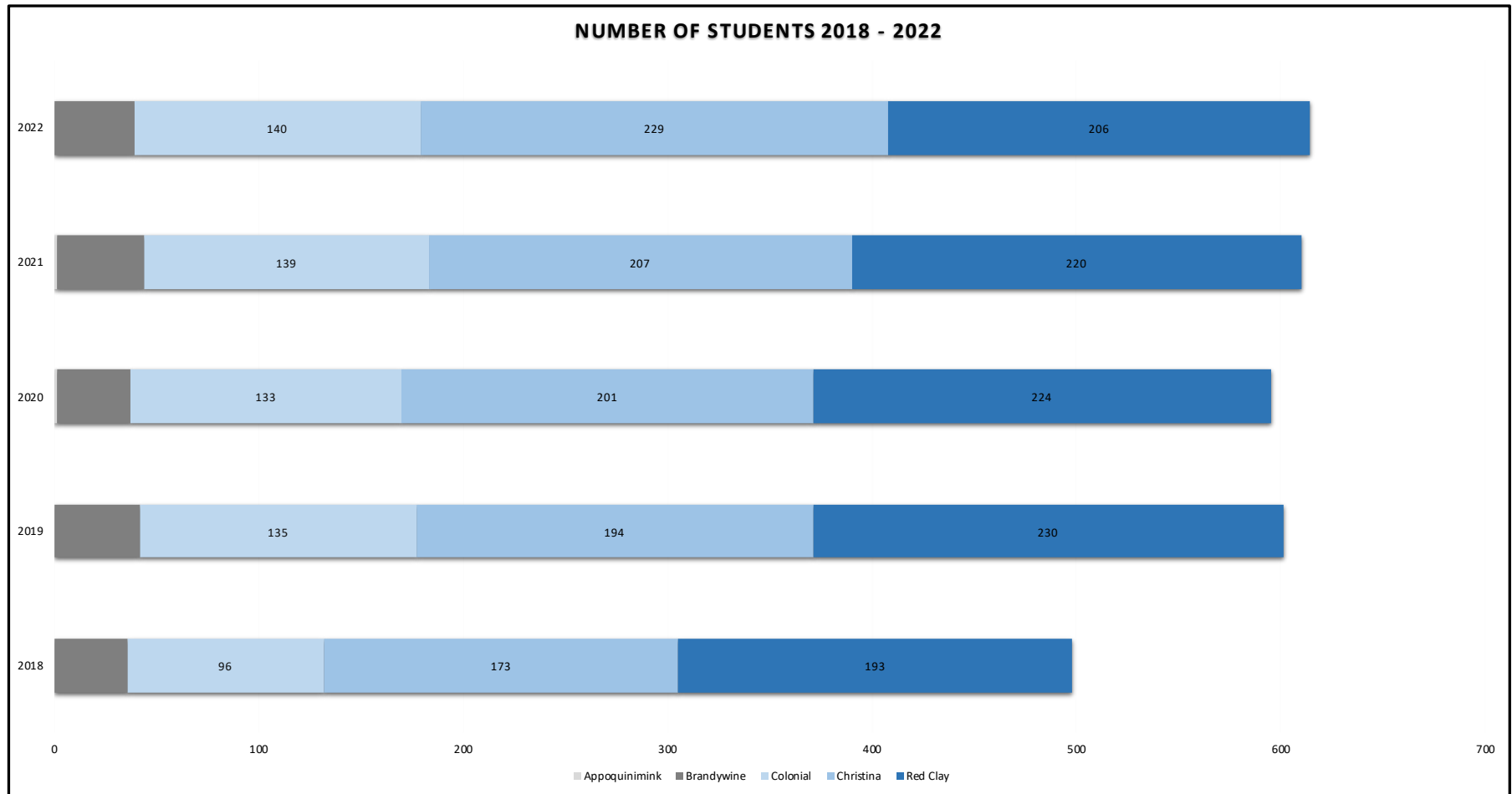
Period	Monthly Base Rent
Month/Day/Year	Amount
Month/Day/Year	Amount
Month/Day/Year	Amount
Month/Day/Year	Amount
Month/Day/Year	Amount

Notwithstanding the foregoing, monthly installments of Base Rent (as well as monthly installments of Real Property Taxes and Operating Expenses) shall be abated for the first [____] full calendar months of the Term.

Please indicate your agreement with this letter by signing where indicated below and returning same to Landlord.

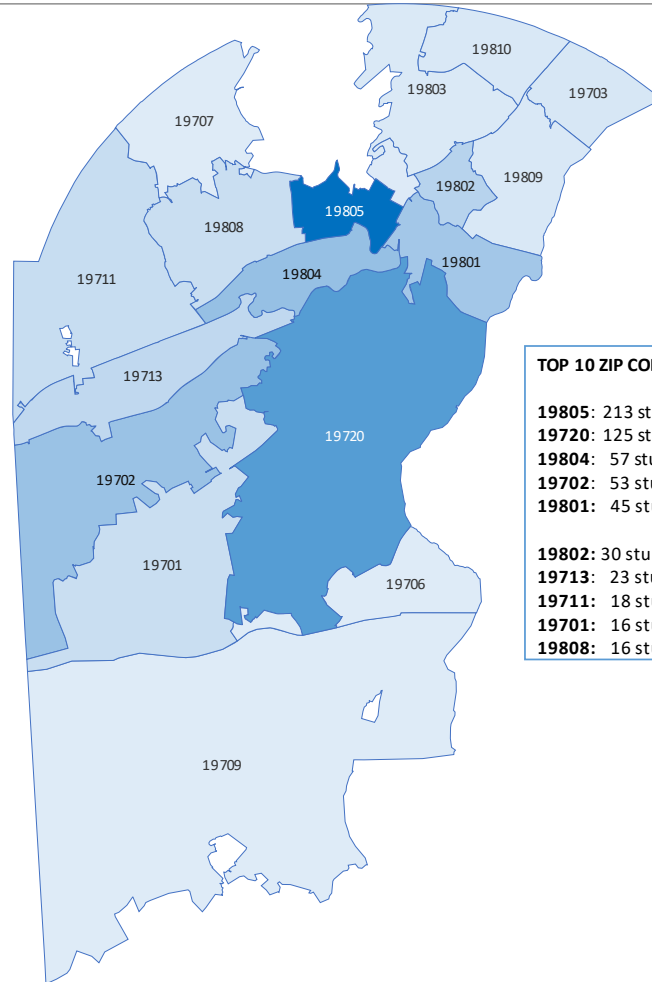
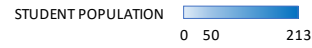
Sincerely,

5-YEAR ENROLLMENT TRENDS



- AAACS did not reach full K-5 grade expansion until 2019
 - 2018 represents only K-4
- Enrollment trends show the numbers of students residing in Red Clay are declining
 - From 230 in 2019 - to - 206 in 2022 (current school year)
- Enrollment trends show the numbers of students residing in Christina are increasing
 - From 194 in 2019 - to 229 in 2022 (current school year)
- Enrollment trends show the numbers of students residing in Colonial are stable to slightly increasing
 - From 135 in 2019 - to - 140 in 2022 (current school year)
- Enrollment trends show the numbers of students residing in Brandywine are negligible
- There are no students residing in Appoquinimink who attend La Academia

ZIP CODE ANALYSIS
SY 2021-2022 - 613 STUDENTS



SUMMARY

80% of students come from first 5 zip codes (493)

Next 5 zip codes (103)

Remaining students spread out among other zip codes (17)

TOTAL: 613

TOP 10 ZIP CODES (97% of students):

- 19805:** 213 students (Red Clay - 128; Christina - 85) *current school location*
- 19720:** 125 students (all are Colonial)
- 19804:** 57 students (all are Red Clay)
- 19702:** 53 students (all are Christina) *proposed new school location*
- 19801:** 45 students (Christina - 41; Colonial - 4)
- 19802:** 30 students (Brandywine - 23; Red Clay - 4; Colonial - 2; CSD - 1)
- 19713:** 23 students (all are Christina)
- 19711:** 18 students (all are Christina)
- 19701:** 16 students (Christina - 9, Colonial - 7)
- 19808:** 16 students (all are Red Clay)

AAACS Teacher Retention Data (past 5 years)

Teacher Retention

2016-2017 – 68.4%

2017-2018 – 73.7%

2018-2019 – 63.0%

2019-2020 – 90.0%

2020-2021 – 84.3%

AAACS EL and WIDA Data

English Language Proficiency Measure Data with State Comparison

Percent at Achievement Level								
	Proficient	Not Proficient	AL 1	AL 2	AL 3	AL4	AL5	AL6
La Academia - 2021	3.13%	96.87	28.49	24.22	31.05	13.68	2.56	0
State - 2021	6.88%	93.12	18.02	19.76	38.43	20.52	2.95	0.3
La Academia - 2020	5.07%	94.93	16.72	24.78	36.72	19.1	2.69	0
State - 2020	12.27%	87.73	13.2	15.48	36.37	28.24	6.01	0.7

WIDA Exit Data with State Comparison

Year	Number Tested	Exited
La Academia - 2021	351	3.13%/11 students
State - 2021	11485	6.88%
La Academia - 2020	335	5.07%/17 students
State - 2020	14099	12.27%



ACADEMIA
ANTONIA
ALONSO

CHARTER SCHOOL

UNIDOS in a more just, inclusive and kind world.

OUR ROOTS / NUESTRAS RAÍCES



THE LEGACY / NUESTRO LEGADO



MISSION: *To inspire children to become joyful, confident, creative, bilingual learners.*

VISION: *UNIDOS in a more just, inclusive and kind world.*

VALUES:

UNITY

NEVER GIVE UP

INTEGRITY

DISCOVERY

OWNERSHIP

SUCCESS

PAST: *Where have we been?*

PRESENT: *Where are we currently?*

FUTURE: *Where are we going?*

FOCUS: *Leadership, Operations, Academic Program,
School Culture and Climate, Community Engagement and
Partnerships*

LEADERSHIP

- 6 leaders in the first four years
- 1 leader for the past three years



OPERATIONS

Enrollment

- Past K-1 Fall of 2014
- Current K-5 Fall of 2018 to present
- Future K-8 Fall of 2022

Communications

- From school newsletter ...to every document in the organization available in both languages.

OPERATIONS

Transportation

- 1) Dependence on First State with well-known state-wide problems
- 2) Purchasing and owning our own fleet of buses
- 3) Partnering and serving a school district and in conversations to establish additional partnerships with other charter schools and districts

OPERATIONS

Grounds and Facilities

- 1) 1 floor to 60,000 sq. feet to **115,000 sq.ft.**
- 2) **Cafeteria** with 2 flights of stairs, to food service by an outside vendor, to a **full service kitchen** providing hot meals that will be culturally sensitive to our student population
- 3) **Office-size classrooms** + classrooms on a cart to **large classrooms** provided for all content and expressive arts
- 4) **Elevator building** with stairwell made for adults to no elevator building to elevator building with **ADA benefits**

OPERATIONS

Grounds and Facilities (cont'd)

5) *Small Cement Playground* at CEB to Cement playground + Interactive Playground to *11 acre campus* w/potential to create playgrounds, butterfly and vegetable gardens and sports fields

6) *Shared Gymnasium* with 2 charter schools to current 1000 sq. ft. gym to a *7000 square foot gymnasium*

7) *No Parent Resource room* to *Parent Resource Closet* to a *fully outfitted Parent Resource Area* (technology, washer/dryer/food pantry, basic needs supplies, informational resources and adequate space for parent workshops)

ACADEMIC PROGRAM

- **Expeditionary Learning to our current McGraw Hill Curriculum** that aligns to the Common Core State Standards in Math and both ELA & SLA, to Inquiry Based Learning in science through the Next Generation Science Standards (NGSS), and Project Based Learning by way of the Delaware Social Studies Curriculum
- **Differentiate instruction for all learners using Guided Language Acquisition Design (GLAD) strategies, Kagan Cooperative Learning Structures, Imagine Learning Suite (ELA, SLA, and Math) and WIDA Can Do Descriptors for scaffolding language and content for English Learners across the subject areas**

ACADEMIC PROGRAM

From Surviving to Thriving with Awards including:

- 1. Inches & Miles Award (Academic Growth)**
- 2. Cornerstone Award (Excellent/Outstanding Parent Participation)**
- 3. Imagine Nation School of Excellence Award for Literacy, Math & Espanol**
- 4. Outstanding Language Proficiency Growth of English Learner Students**
- 5. Lt. Governor's Wellness Leadership Award (Compassionate School Team) during Covid-19 year**
- 6. Excellence in Serving Special Populations**
- 7. Heart of Gold Award (Whole child-Whole body wellness)**
- 8. Teacher of the Year for SHAPE Delaware**

SCHOOL CULTURE AND CLIMATE

- UNIDOS to Trauma Informed School, Compassionate Schools, Responsive Classroom, Mindfulness School, Restorative Justice, looking towards Leadership Curriculum and Social Justice framework
- Part time School Counselor to Deans of School Culture and Climate, Dean of Equity, Inclusion & Access, School Psychologist, Partnership with PHD Psychology Externship Programs, SEL Support Staff

COMMUNITY ENGAGEMENT

- From weekly newsletter to monthly *Parent University* and weekly/monthly with *Coffee with the Executive Director* depending on the needs at the moment.

COMMUNITY PARTNERSHIPS

- *Delaware Art Museum, YMCA, University of Delaware “Health for All”,*
- *Delaware State Police (Adopt a Cop)*
- Health Services including *Dental and Vision*
- *Food Bank of Delaware* providing food boxes for families in need and
- *Backpack Program* sends kids who have been identified through their teachers home with a backpack of food every weekend
- Vision of formalizing our identity as a *Community School* as we develop our *Institutional Framework on Equity, Access, Inclusion, Belonging and Justice.*



WELCOME – BIENVENIDOS
300 N. WAKEFIELD DR., NEWARK, DE.

La Academia Team: CSAC Meeting 02/24/2022

Dr. Maria Alonso-*Board President*

Nora Lewis- *Board Member*

Celeste Payne- *Board Member*

Michelle Hastie- *Business Manager*

Jennifer Jones- *Dean of Operations*

Deb Rodenhouser- *Project Manager*

Mercedes Alonso- *Executive Director*

Dr. Alejandra Navarro-Benbow- *Dean of Equity, Access & Inclusion*

Maria Quagliata- *Dean of Special Ed.*

Daniel Primiani- *Fifth Grade Teacher*

Sylvia Simmons- *Special Ed. Consultant*

Danielle Lanier-*Dean of Culture-Climate*

Wilma Almonte- *Dean of Curriculum & Instruction*

Colleen Rajewski-*Dean of Curriculum & Instruction*

Mayara Costa- *Director of Admission*