

CONSENT TO SUBLETTING

THIS CONSENT TO SUBLETTING (this “**Consent**”) is made as of July ____, 2021, by and among **RED HOOK RANCHO LLC**, a Delaware limited liability company (“**Landlord**”), **TEACH LAS VEGAS**, a Nevada non-profit corporation (“**Tenant**”), and **EXPLORE ACADEMY LAS VEGAS**, a Nevada non-profit corporation (“**Subtenant**”), with reference to the following facts:

RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement dated April 8, 2021 (the “**Master Lease**”), relating to certain premises more particularly described in the Master Lease (the “**Premises**”).

B. Tenant and Subtenant have entered into a Sublease Agreement of even date herewith (“**Sublease**”). By the terms of the Sublease, Tenant will sublease to Subtenant and Subtenant will sublease from Tenant, a portion of the Premises, consisting of (i) two (2) classrooms in Building 1(A), also known as 4660 North Rancho Drive; (ii) eight (8) classrooms in Building 4(B), also known as 4656 North Rancho Drive; and (iii) at least six (6) classrooms in Building 10(C), also known as 4648 North Rancho Drive, all as more particularly described in the Sublease.

C. Tenant has requested that Landlord consent to Tenant subletting the Premises to Subtenant pursuant to the Sublease. Landlord has agreed to consent to the subletting on the following terms and conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual agreements and covenants hereinafter set forth, Landlord, Tenant and Subtenant agree as follows:

1. Definitions. Unless otherwise defined in this Consent, all defined terms used in this Consent shall have the same meaning and definition given them in the Master Lease.

2. Master Lease.

2.1 The Sublease is and shall be at all times subject and subordinate to all of the terms and conditions of the Master Lease and, notwithstanding anything to the contrary contained in the Sublease, Subtenant agrees to perform all of the covenants of Tenant contained in the Master Lease insofar as the same relate to the Premises, provided that Subtenant shall not be obligated to pay rent, operating expenses or other charges or perform any of Tenant’s obligations in excess of the amounts and obligations specified in the Sublease. In case of any conflict between the provisions of the Master Lease and the provisions of the Sublease, as between Tenant and Landlord, the provisions of the Master Lease shall prevail unaffected by the Sublease. Subtenant shall not violate any of the terms and conditions of the Master Lease to the extent applicable to the use and occupancy of the Premises. Any breach of the Master Lease by Tenant or any breach of the Sublease or Master Lease by Subtenant that results in a breach of the Master Lease shall entitle Landlord to all the rights and remedies provided in the Master Lease.

2.2 Subtenant acknowledges and agrees that, except as provided below, the term of the Sublease shall automatically terminate upon the termination of the Master Lease for any reason whatsoever, including, without limitation, the termination of the Master Lease prior to the expiration of

the term thereof pursuant to a written agreement by and between Landlord and Tenant; provided, Subtenant agrees, at the option and upon written demand of Landlord, to attorn to Landlord for the remainder of the term of the Sublease, such attornment to be upon all of the terms and conditions of the Master Lease. The foregoing provisions shall be self-operative upon such written demand of Landlord, and no further instrument shall be required to give effect to said provisions. Upon demand of Landlord, however, Subtenant agrees to execute, from time to time, such documents as Landlord deems desirable to effect and acknowledge such attornment. Notwithstanding any provision to the contrary in the Sublease or in any other agreement, Subtenant acknowledges that it shall have no right and there shall not be vested in Subtenant any right to exercise rights of first refusal, options, or other similar preferential rights, if any, given to Tenant under the Master Lease.

2.3 Tenant represents and warrants to Landlord that (a) attached to this Consent as Exhibit A is a true and correct copy of the Master Lease, and there exist no amendments, modifications, or extensions of or to the Master Lease except as specified herein, and the Master Lease is now in full force and effect; and (b) to Tenant's actual knowledge, there exist no defenses or offsets to enforcement of the Master Lease by Landlord or Tenant. To Tenant's actual knowledge, (i) Landlord is not in default in the performance of the Master Lease; (ii) Landlord has not committed any breach thereof; and (iii) no event has occurred which, with the passage of time, or the giving of notice, or both, would constitute a default or breach by Landlord. Tenant confirms that it has not assigned or transferred its interest under this Lease or subleased any portion of the Premises except pursuant to the Sublease.

2.4 Tenant and Subtenant represent and warrant to Landlord that (a) there are no additional payments of rent or consideration of any type payable by Subtenant to Tenant with regard to the Premises other than as disclosed in the Sublease; (b) a true, correct and complete copy of the Sublease is attached hereto as Exhibit B; (c) no amendment to the Sublease shall be effective or enforceable between Tenant and Subtenant unless and until Landlord shall have consented to such amendment in writing; and (d) Landlord is not obligated to make any repairs or perform work of any kind with respect to the Premises or Subtenant's occupancy.

3. Consent of Landlord.

3.1 Landlord hereby consents to the subletting of the Premises to Subtenant pursuant to the terms of the Sublease and subject to the terms of this Consent. Landlord's consent as set forth herein shall not release or discharge Tenant of any of its obligations under the Master Lease or release, discharge or alter the primary liability of Tenant to pay rent and all other sums due under the Master Lease and to perform and comply with all other obligations of Tenant under the Master Lease.

3.2 As between Landlord and Tenant, the Sublease shall not alter, amend or otherwise modify any provisions of the Master Lease. Landlord shall have no obligations to any party in connection with the Premises other than those obligations set forth in the Master Lease. Notwithstanding anything to the contrary herein, Tenant and Subtenant hereby acknowledge and agree that Landlord is not a party to the Sublease and is not bound by the provisions thereof, including, without limitation, any modifications or amendments thereof. Further, Tenant acknowledges that Landlord provides no assurance or representation regarding any form of Sublease (regardless of whether any such form or agreement may have been provided by Landlord), or any of the terms or provisions thereof. This Consent shall not be construed as a consent by Landlord to, or as permitting, any other or further subletting or assignment by Tenant or Subtenant. Landlord shall not be bound or estopped in any way by the provisions of the Sublease. Landlord shall not (i) be liable to Subtenant for any act, omission or breach of the Sublease by Tenant; (ii) be subject to any offsets or defenses that Subtenant might have against Tenant; (iii) be bound by any base rent or other rent

that Subtenant might have paid in advance to Tenant; or (iv) be bound to honor any rights of Subtenant in any security deposit made with Tenant, except to the extent Tenant has delivered such security deposit to Landlord. Tenant hereby agrees that in the event of termination of the Master Lease, Tenant shall, upon the written demand of Landlord, immediately pay or transfer to Master Landlord any security deposit, rent or other sums then held by Tenant from Subtenant.

4. Assignment of Rent.

4.1 Subject to the terms of Section 4.2, Tenant hereby absolutely and irrevocably assigns and transfers to Landlord Tenant's rights under the Sublease to all rentals and other sums due Tenant under the Sublease.

4.2 Landlord agrees that until a default shall occur in the performance of Tenant's obligations under the Master Lease, Tenant shall have a license to receive, collect and enjoy the rentals and other sums due Tenant under the Sublease except as otherwise provided under the Master Lease. However, said license shall automatically terminate without notice to Tenant upon the occurrence of a default by Tenant in the performance of its obligations under the Master Lease, and Landlord may thereafter, at its option, receive and collect, directly from Subtenant, all rentals and other sums due or to be due Tenant under the Sublease. Landlord shall not, by reason of the assignment of all rentals and other sums due Tenant under the Sublease nor by reason of the collection of said rentals or other sums from the Subtenant, (a) be bound by or become a party to the Sublease, (b) be deemed to have accepted the attornment of Subtenant, or (c) be deemed liable to Subtenant for any failure of Tenant to perform and comply with Tenant's obligations under the Sublease. Tenant hereby irrevocably authorizes and directs Subtenant, upon receipt by Subtenant of any written notice from Landlord stating that a default exists in the performance of Tenant's obligations under the Master Lease, to pay directly to Landlord the rents and other income due and to become due under the Sublease. Tenant agrees that Subtenant shall have the right to rely solely upon such notice from Landlord, notwithstanding any conflicting demand by Tenant or any other party. Tenant hereby agrees to indemnify, defend and hold Subtenant harmless from any and all claims, losses, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, attorneys' fees and consultants' fees) (collectively, "**claims**") that Subtenant may incur in relying on any written notice from Landlord and/or paying rent and other sums due under the Sublease directly to Landlord in accordance with this Section 4.2. Without limiting the generality of the foregoing, the acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant or Subtenant of the Master Lease or Sublease other than the failure of Tenant or Subtenant, as the case may be, to pay the particular rental so accepted. Tenant and Subtenant each agree and acknowledge that the foregoing provides actual and sufficient knowledge to Tenant and Subtenant, respectively, that acceptance of a partial rent payment by Landlord does not constitute a waiver of any of Landlord's rights, including any right Landlord may have to recover possession of the Premises.

5. Indemnification. Except as a result of the negligence or willful misconduct of Landlord, its agents, contractors and/or employees, Tenant and Subtenant each, collectively and individually, agree to indemnify and hold harmless Landlord and Landlord's members, agents, employees, partners, shareholders, directors, invitees, and independent contractors (collectively "**Agents**") of Landlord, against and from any and all Claims arising from or related to the following: (a) Subtenant's use of the Premises or any activity done, permitted or suffered by Subtenant in, on or about the Premises, or the Building; (b) the Sublease and any act or omission by Subtenant or its Agents in connection with or related to the Sublease, the Premises, or the Building; (c) any Hazardous Substance (as defined in the Lease) used, stored, released, disposed, generated, or transported by Subtenant or its Agents in, on, or about the Premises, including without limitation, any Claims arising from or related to any Hazardous Substance

investigations, monitoring, cleanup or other remedial action; and (d) any action or proceeding brought on account of any matter referred to in items (a), (b), and/or (c). In addition to the foregoing, the indemnifications of Landlord by Tenant as set forth in Sections 8.2(d) and 10.5 of the Master Lease for any loss, cost, damage, expense and liability (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause in, on or about the Premises or from liability related to Hazardous Substances, shall extend to, and be the additional obligation of, Subtenant. If any action or proceeding is brought against Landlord by reason of any such Claims, upon notice from Landlord, Tenant and Subtenant each agree to defend the same at their own expense with counsel reasonably satisfactory to Landlord. The respective obligations of Tenant and Subtenant under this Section 5 shall survive any termination of the Sublease or the Master Lease.

6. Assignment and Sub-Subletting. Subtenant shall not voluntarily or by operation of law, (1) mortgage, pledge, hypothecate or encumber the Sublease or any interest therein; (2) assign or transfer the Sublease or any interest therein; (3) sub-sublet the Premises or any part thereof, or any right or privilege appurtenant thereto; or (4) allow any other person (the employees, agents and invitees or Subtenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Landlord.

7. Miscellaneous Provisions.

7.1 Tenant Defaults. Landlord shall use reasonable efforts to notify Subtenant of any default by Tenant under the Master Lease of which Landlord has actual knowledge and which is not cured within any applicable notice and cure period provided in the Master Lease; provided, however, that the failure of Landlord to provide such notice shall not give rise to liability on the part of Landlord or otherwise alter or modify the rights and obligations of the parties hereunder. The giving of any such notice to Subtenant shall not vest in Subtenant any rights or remedies except as otherwise expressly set forth herein.

7.2 Modification. Tenant and Subtenant agree not to amend, modify, supplement, or otherwise change in any respect the Sublease except with the prior written consent of Landlord. This Consent shall not create in Subtenant, as a third party beneficiary or otherwise, any rights except as set forth in this Consent.

7.3 Entire Agreement; Successors. This Consent, together with the provisions of the Master Lease relating to subletting or assigning, contains the entire agreement between the parties hereto regarding the matters which are the subject of this Consent. In the event of a permitted assignment under the Master Lease by Landlord or Tenant of its interest in the Master Lease, then the assignee of either Landlord or Tenant, as applicable, shall automatically be deemed to be the assignee of Landlord or Tenant under this Consent, and such assignee shall automatically assume the obligations of Landlord or Tenant under this Consent. No other assignments of this Consent shall be permitted, except with the written consent of all parties hereto. Any attempted assignment in violation of this section shall be void. The terms, covenants and conditions of this Consent shall apply to and bind the heirs, successors, the executors and administrators and permitted assigns of all the parties hereto. The parties acknowledge and agree that no rule or construction, to the effect that any ambiguities are to be resolved against the drafting party, shall be employed in the interpretation of this Consent. If any provision of this Consent is determined to be illegal or unenforceable, such determination shall not affect any other provisions of this Consent, and all such other provisions shall remain in full force and effect.

7.4 Notices. All notices, demands, statements, or communications (collectively, “**Notices**”) given or required to be given by any other party to another shall be in writing, shall be sent by (i) United States certified or registered mail, postage prepaid, return receipt requested, or (ii) a reputable national overnight courier service with receipt therefor or (iii) delivered personally. Any Notice will be deemed given three (3) days after it is mailed or upon the date personal delivery is made. If Tenant or Subtenant are notified of the identity and address of Landlord’s mortgagee or ground or underlying lessor (if applicable), Tenant and Subtenant agree to provide such mortgagee or ground or underlying lessor written notice of any default by Landlord under the terms of this Consent by registered or certified mail, and such mortgagee or ground or underlying lessor (if applicable) shall be given a reasonable opportunity to cure such default prior to Tenant’s exercising any remedy available to Tenant. All Notices shall be sent to the following addresses, or to such other place as each party may from time to time designate in a written notice to the other parties:

Landlord: Red Hook Rancho LLC
2120 E Grand Avenue, Suite 135
El Segundo, CA 90245
Attention: Craig Underwood
Email: cunderwood@redhookcap.com

With a copy to: Seyfarth Shaw LLP
601 S. Figueroa Street, #3300
Los Angeles, CA 90017
Attention: Alex S. Johnson, Esq.
Email: asjohnson@seyfarth.com

Tenant: c/o TEACH, Inc.
10600 S. Western Avenue
Los Angeles, CA 90047
Attention: Matthew Brown
Email: mbrown@teachps.org

Subtenant: _____

Attention: _____
Email: _____

Without limiting the generality of the notice requirements set forth in the Master Lease, Tenant hereby agrees to give Landlord immediate notice when any one or more of the following conditions arise: (1) the Sublease expires or is terminated; (2) the rent due pursuant to the Sublease is adjusted; or (3) if applicable, Subtenant renews or extends the term of the Sublease. In addition, notwithstanding anything in the Master Lease or this Consent to the contrary, Landlord’s failure to give a notice of any breach or default under the Master Lease or this Consent to Tenant or Subtenant shall not be construed to release Tenant or Subtenant from any of the covenants, agreements, terms, provisions and conditions of the Master Lease or this Consent.

7.5 Attorneys’ Fees. If any party hereto fails to perform any of its obligations under this Consent or if any dispute arises between or among the parties or any of them concerning the meaning or interpretation of any provision of this Consent, then the defaulting party or parties or the party or

parties not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party or parties on account of such default and/or in enforcing or establishing their respective rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by any party in enforcing a judgment in its favor under this Consent shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Consent and to survive and not be merged into any such judgment.

7.6 Counterparts. This Consent may be executed in any number of counterparts, provided each of the parties hereto executes at least one counterpart; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

7.7 Brokerage Commissions. Tenant and Subtenant covenant and agree that under no circumstances shall Landlord be liable for any brokerage commission or other charge or expense in connection with the Sublease or this Consent, and Tenant and Subtenant agree to protect, defend, indemnify and hold Landlord harmless from the same and from any cost or expense (including but not limited to attorneys' fees) incurred by Landlord in resisting any claim for any such brokerage commission.

7.8 Recapture. This Consent shall in no manner be construed as limiting Landlord's ability to exercise its rights to recapture any portion of the Premises, if any, as set forth in the Master Lease, in the event of a proposed future sublease or assignment of such portion of the Premises.

7.9 Choice of Law. The terms and provisions of this Consent shall be construed in accordance with and governed by the laws of the State of California.

7.10 Limitation on Liability. Tenant and Subtenant agree that the liability of Landlord hereunder and any recourse by Tenant or Subtenant against Landlord shall be subject to the limitations on liability set forth in the Master Lease. In addition, neither Landlord, nor any of its constituent members, partners, subpartners, or agents, shall have any personal liability, and Tenant and Subtenant each hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant and/or Subtenant.

7.11 Joint and Several. Tenant and Subtenant shall be jointly and severally liable for all bills rendered by Landlord for charges incurred by or imposed upon Tenant or Subtenant that arise during the term of the Sublease for services rendered and materials supplied to the Premises pursuant to the Master Lease, Sublease and/or this Consent.

7.12 No Merger. The voluntary or other surrender of the Master Lease by Tenant, or a mutual cancellation, termination or expiration thereof, shall not work as a merger, and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord in its sole discretion, operate as an assignment to Landlord of any or all such subleases or subtenancies.

7.13 Conditions to Effectiveness. Submission of this instrument for examination or signature by Tenant or Subtenant is not effective as a consent or otherwise, and this Consent shall not be binding upon or effective against Landlord unless and until (i) this Consent is signed by and delivered to all parties hereto; (ii) an executed original or duplicate original of the Sublease, complying in form and substance with the terms of the Master Lease and this Consent, has been delivered to Landlord; (iii) Landlord has received and reviewed financial statements in a form reasonably satisfactory to Landlord reflecting Subtenant's current financial condition and Landlord has approved the same;

(iv) Subtenant has delivered evidence of insurance in compliance with Section 10.1 of the Master Lease; and (v) Tenant shall pay to Landlord Landlord's reasonable fees incurred in connection with Landlord's review and processing of documents (including, but not limited to, legal fees) relating to the subletting of the Premises to Subtenant.

7.14 Authority; Counterparts. Each person executing this Consent on behalf of a party hereto represents and warrants that he or she is authorized and empowered to do so and to thereby bind the party on whose behalf he or she is signing. This Consent may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument.

7.15 Waiver of Subrogation. Landlord, by giving Landlord's consent to the Sublease, and Subtenant hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either party's respective property to the extent that such loss or damage is insured by an insurance policy required to be in effect at the time of such loss or damage. Each party shall obtain any special endorsements, if required by its insurer whereby the insurer waives its rights of subrogation against the other party. This provision is intended to waive fully, and for the benefit of the parties hereto, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. The coverage obtained by Subtenant pursuant to the Insurance Section of the Master Lease shall include, without limitation, a waiver of subrogation endorsement attached to the certificate of insurance. The provisions of this Section 7.15 shall not apply in those instances in which such waiver of subrogation would invalidate such insurance coverage or would cause any party's insurance coverage to be voided or otherwise uncollectible.

[Signatures Appear on Following Page(s)]

IN WITNESS WHEREOF, Landlord, Tenant and Subtenant have executed this Consent as of the day and year first hereinabove written.

LANDLORD:

RED HOOK RANCHO LLC,
a Delaware limited liability company

By: Red Hook Investor LLC,
a Delaware limited liability company,
its sole member

By: Red Hook GP I LLC,
a Delaware limited liability company,
its managing member

By: Red Hook Capital Partners IV LLC,
a Delaware limited liability company,
its managing member

By: _____
Name:
Its: Managing Member

[signatures continue on following pages]

TENANT:

TEACH LAS VEGAS,
a Nevada non-profit corporation

By: _____

Name:

Its:

[signatures continue on following page]

SUBTENANT:

EXPLORE ACADEMY LAS VEGAS,
a Las Vegas non-profit corporation

By: _____

Name:

Its:

EXHIBIT A
MASTER LEASE

(attached)

EXHIBIT B

SUBLEASE

(attached)

EXHIBIT B