

**BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF COLUMBIA
UDC RESOLUTION NO. 2017-**

SUBJECT: APPROVAL OF D.C. LAW STUDENTS IN COURT LEASE EXTENSION AT BUILDING 52 OF THE UNIVERSITY

WHEREAS, pursuant to D.C. Official Code 38-1202.06, the Board of Trustees has responsibility to generally determine, control, supervise, manage, and govern all affairs of the University of the District of Columbia (the "University"), including oversight of facilities; and

WHEREAS, pursuant to 8B DCMR §2101.1, the "President of the University, subject to the approval of the Board of Trustees, is authorized and empowered to rent any building or land ... under jurisdiction of the President, or any available space therein, whenever such building, land or space is not then required for the purpose for which it was acquired"; and

WHEREAS, D.C. Law Students in Court (DCLSIC) is a 501(c)(3) nonprofit organization that provides civil and criminal legal assistance and representation to low-income individuals and families each year in Washington, D.C., as well as experiential learning opportunities for law students; and

WHEREAS, DCLSIC and desired to lease on an exclusive basis the commercial retail Unit B of Building 52, which is approximately 1,065 rentable square feet, and to use other classrooms and facilities of the David A. Clarke School of Law; and

WHEREAS, the University has determined that the space proposed to be leased to DCLSIC is not currently required for the purpose for which it was acquired"; and

WHEREAS, the Board of Trustees previously approved such lease by and between DCLSIC and the University on April 29, 2014; and

WHEREAS, DCLSIC and the University desire to extend the term of the lease, revise the monthly rent, and revise the premises leased by DCLSIC in accordance with the Lease Amendment and Extension Agreement attached hereto as Appendix A.

NOW THEREFORE, BE IT RESOLVED, that the Board approves the proposed Lease Amendment and Extension Agreement attached hereto as Appendix A and authorizes the President to take all necessary actions to finalize and execute the Lease Amendment and Extension Agreement.

Submitted by the Operations Committee:

May 18, 2017

Approved by the Board of Trustees:

June 6, 2017

Christopher Bell
Chairperson of the Board

Appendix A

LEASE AMENDMENT AND EXTENSION AGREEMENT

This Lease Amendment and Extension Agreement (this “**Amendment**”) is entered into as of April [], 2017, by and between the University of the District of Columbia (“**Landlord**”), with principal address at 4200 Connecticut Avenue, NW, Washington D.C. 20008, and D.C. Law Students in Court Program, Inc. (“**Tenant**”), with principal address at 123 W Street, N.W., Washington, DC 20001 (collectively, the “**Parties**” and each individually a “**Party**”) who agree as follows:

1. **Recitals.** This Amendment is made with reference to the following facts and circumstances:
 - (a) Landlord is the landlord and Tenant is the tenant under that certain Lease Agreement, dated as of April 29, 2014 (together with all prior amendments thereto, if any, the “**Lease**”). Capitalized terms used but not otherwise defined in this Amendment have the meanings given to them in the Lease.
 - (b) The initial Term under the Lease (the “**Initial Lease Term**”) is scheduled to expire on July 31, 2017, and the Parties have the option to extend Initial Lease Term of the Lease by written agreement, all as provided in the Lease.
 - (c) The current Monthly Rent of the Leased Premises is \$1,666.67, calculated in accordance with Section 3(a)(1) of the Lease, and the Parties desire to change the Monthly Rent amount by written agreement, all as provided in the Lease.
 - (d) The current Premises leased by Tenant includes the: (1) Leased Premises with an approximate square footage of 1,065 in the Building as well as; (2) Assigned Building Space with an approximate square footage of 3,300 that Tenant may request access and permission to use from time to time for a total approximate square footage of 4,365.
 - (e) The Parties desires to extend the Initial Lease Term, revise the Monthly Rent, and revise the Premises leased by Tenant in accordance with the terms of the Lease; and by this Amendment, Landlord and Tenant desire to set forth their agreements with respect thereto.
2. **Amendments.** Landlord and Tenant agree that the Lease is amended as follows:

The Initial Lease Term of the Lease shall expire on July 31, 2018, rather than July 31, 2017. Tenant will have two (2) one (1) year renewal options (each a “**Renewal Option**”) to further extend the Initial Lease Term. The first year Renewal Option would extend the Initial Lease Term through July 31, 2019 (the “**First Year Renewal Option Term**”) and the second year renewal option would extend the Initial Lease Term through July 31, 2020 (the “**Second Year Renewal Option Term**” and together with the First Year Renewal Option Term, the “**Renewal Option Terms**”). The Renewal Options may be exercised by Tenant only by the giving of written notice of such exercise (the “**Renewal**”

Option Notice”) to Landlord at least four (4) months before the expiration of the Initial Lease Term or the First Year Renewal Option Term, as applicable. If Tenant fails to timely deliver the Renewal Option Notice, or if this Lease is terminated pursuant to any of its other terms or provisions prior to the expiration of the Initial Lease Term or the First Year Renewal Option Term, as applicable, all remaining Renewal Option Terms shall lapse, and Tenant shall have no right to renew or further renew the Initial Lease Term. The Renewal Option Terms shall be exercisable by Tenant on the express condition that at the time of delivery of Tenant’s Renewal Option Notice and at all times thereafter and prior to the commencement of either Renewal Option Term, Tenant shall not be in default under the Lease beyond any applicable cure period(s). In the event of the failure of any such conditions, all unexercised Renewal Option Terms shall lapse and shall be null and void and of no further force or effect. After exercise of a Renewal Option by Tenant in accordance with the foregoing provisions, Tenant’s obligation to renew shall be irrevocable by Tenant. The First Year Renewal Option Term and the Second Year Renewal Option Term will be at the same Monthly Rent of the Initial Lease Term and otherwise on all of the same terms and conditions as are in effect under the Lease immediately preceding the commencement of the Renewal Option Term.

(a) Section 1(a) of the Lease is hereby replaced in its entirety with the following provision:

“(a) In consideration of Tenant’s agreement to pay the Monthly Rent (defined below) and subject to the covenants and conditions hereinafter set forth,

- (1) Landlord agrees to lease to Tenant an approximate square footage of 933 space located at 4340 Connecticut Avenue, NW Washington, D.C. (hereinafter, the “Leased Premises”) and known as Building 52 of Landlord’s facilities (the “Building”). The Leased Premises consists of, and shall not be subject to remeasurement during the Term.
- (2) During the term of this Lease, Landlord may grant to Tenant an exclusive right to use, subject to temporary or permanent relocation within the Building if required for University renovations, improvements or related activities, certain facilities with an approximate square footage of up to 4,086 in the Building (“Assigned Building Space”) that Tenant may request access and permission to use from time to time. Tenant shall schedule all use of such areas in advance with the Office Manager of the David A. Clarke School of Law or other authorized officer/manager of Landlord that may be designated from time to time. Landlord will make best efforts to accommodate Tenant’s request or offer an equivalent space.”

(b) Section 1(b) of the Lease is hereby replaced in its entirety with the following provision:

““Premises” shall be defined as Leased Premises and Assigned Building Space, comprising an approximate square footage of 5,019.”

(c) Section 3(a) of the Lease is hereby replaced in its entirety with the following provision:

“Tenant shall provide payments to Landlord that, in combination, totals One Hundred Four Dollars and 00/100 (\$104,000.00) annually, inclusive of the annual base rent (\$20,000.00, as further described in subsection 1 below) and the waiver of annual program payments (\$84,000.00, as further described in subsection 2 below), for a blended rate of not less than \$21.00 per square foot. Rent and program payments due from Tenant are further described as follows:”

(d) Section 3(a)(1) of the Lease is hereby replaced in its entirety with the following provision:

“Rent. Beginning on August 1, 2017, rent shall be paid for the Leased Premises in the annualized amount of Twenty Thousand Hundred Fifty Dollars and 00/100 (\$20,000.00) in equal monthly payments of \$1,666.67 (“Monthly Rent”). Based on the rentable square footage of the Leased Premises, the annual rental rate is approximately \$21.44 per square foot.

3. Lease Remains in Effect. Except as amended hereby, the Lease remains unmodified and in full force and effect.
4. Miscellaneous. This Amendment constitutes the entire understanding and agreement of the parties with respect to its subject matter and it supersedes all other understandings and agreements of the Parties with respect thereto.
5. Counterparts. This Amendment may be executed in counterparts, each of which is an original but all of which together constitute but one and the same instrument. Signature pages of this Amendment may be detached from any counterpart and re-attached to any other counterpart of this Amendment which is identical in form hereto but having attached to it one or more additional signature pages.

WITNESS/ATTEST

WITNESS/ATTEST

LANDLORD

**UNIVERSITY OF THE DISTRICT OF
COLUMBIA**

By: _____

Name: Ronald F. Mason, Jr.

Title: President

TENANT

**D.C. LAW STUDENTS IN COURT
PROGRAM, INC.**

By: _____

Name: _____

Titles: Executive Director

By: _____

Name: _____

Titles: President, Board of Directors

FISCAL IMPACT STATEMENT

TO: The Board of Trustees
FROM: Managing Director of Finance *David L. Franklin*
DATE: April 28, 2017
SUBJECT: District of Columbia Law School Students in Court Lease

Conclusion

The District of Columbia Law Students in Court (“DCLSIC”) and the University of the District of Columbia (the “University”) have entered into a proposed lease amendment and extension agreement (the “Lease Amendment and Extension”) to the Lease Agreement dated April 29, 2014 (the “Lease”) which will not have a negative financial impact to the University.

Background

The current Lease allows twelve (12) DCLSIC members to gain criminal law clinical experience at zero cost to the University’s David A. Clark School of Law. Additionally, the Lease allows DCLSIC to rent 1,065 square feet of storefront space at Building 52 until the Lease expires on July 31st, 2017.

The University’s Lease Amendment and Extension proposes a one (1) year extension with two (2) one (1) year options; the Lease would therefore expire on July 31, 2018, rather than July 31, 2017.

Fiscal Impact

DCLSIC will provide payments to the University, in combination, total One Hundred Four Thousand Dollars (\$104,000) during Lease Year 1, Option Year 1, and Option Year 2. During each lease and option year, the University will:

- retain the waiver of program payments for twelve (12) Law Students, valued at Eighty Four Thousand Dollars (\$84,000) annually, which would otherwise cost \$7,000 per student;
- relocate DCLSIC from the storefront space where the new rent is Twenty Thousand Dollars (\$20,000) for 933 square feet of interior space of Building 52 for each option year exercised; and
- utilize additional spaces within Building 52 at the discretion of the University ranging from a total of 3,000-4,100 square feet.

Option Year	Annual Law Program In-Kind Contribution	Annual Cash Contribution	Total Contribution
Lease Year 1	84,000	20,000	104,000
Option Year 1	84,000	20,000	104,000
Option Year 2	84,000	20,000	104,000

MEMORANDUM

TO: Ronald Mason, Jr., President
FROM: Troy Lemaile-Stovall, Chief Operating Officer
DATE: April 28, 2017
SUBJECT: District of Columbia Law School Students in Court Lease

The District of Columbia Law Students in Court (“DCLSIC”) and the University of the District of Columbia (the “University”) have entered into a lease agreement dated April 29, 2014 (the “Lease”), that allows twelve (12) DCLSIC members to realize the benefits of participating in a criminal law clinic at zero cost to the David A. Clark School of Law. Additionally, the Lease allows for DCLSIC to rent 1,065 square feet of storefront space at Building 52 until the Lease expires on July 31st, 2017. The Lease also allows for DCLSIC to utilize additional spaces within Building 52 at the discretion of the University. Since Building 52 has often been the swing space for campus renovations, the University has exercised the option to relocate the clinic on numerous occasions to spaces ranging from a total of 2,000-4,100 square feet.

The University is proposing to enter into an amendment and extension to the Lease (the “Lease Amendment and Extension”) on the following terms:

- A one (1) year extension with two (2) one (1) year options; the Lease would therefore expire on July 31, 2018, rather than July 31, 2017.
- Retain the same waiver of program payments for twelve (12) Law Students, valued at Eighty Four Thousand Dollars (\$84,000) annually, which would otherwise cost \$7,000 per student; and
- Relocate DCLSIC from the storefront space which is valued at Twenty Thousand (\$20,000) to an interior space of Building 52.
 - Reduce the space rented to approximately 933 square feet; whereas,
 - the University holds the ability, in its sole discretion, to provide access to adjacent unassigned spaces on the floor, and
 - this space is not to exceed 4,100 square feet.
 - Reduce the annual rent paid to approximately \$20,000.

My office is prepared to respond to questions regarding the Lease, particularly in efforts to further advance the University’s objectives while serving the communities impacted by our presence. If you require any additional information, please do not hesitate to contact me.

LEASE AGREEMENT

This Lease Agreement (this "Lease") is made and entered into by and between the University of the District of Columbia ("Landlord"), with principal address at 4200 Connecticut Avenue, NW, Washington D.C. 20008, and D.C. Law Students in Court Program, Incorporated ("Tenant"), with principal address at 123 W Street, N.W., Washington, DC 20001 (collectively, the "Parties" and each individually a "Party").

1. PREMISES:

(a) In consideration of Tenant's agreement to pay the Monthly Rent (defined below) and subject to the covenants and conditions hereinafter set forth,

1. Landlord agrees to lease to Tenant the space defined under Exhibit A attached hereto, located at 4340 Connecticut Avenue, NW Washington, D.C. (hereinafter, the "Leased Premises") and known as Building 52 of Landlord's facilities (the "Building"). The Leased Premises consists of an approximate square footage of 1,065 in the Building, and shall not be subject to remeasurement during the Term.
2. During the term of this Lease, Landlord may grant to Tenant an exclusive right to use, subject to temporary or permanent relocation within the Building if required for University renovations, improvements or related activities, certain facilities with an approximate square footage of 3,300 in the Building ("Assigned Building Space") that Tenant may request access and permission to use from time to time. Tenant shall schedule all use of such areas in advance with the Office Manager of the David A. Clarke School of Law or other authorized officer/manager of Landlord that may be designated from time to time. Landlord will make best efforts to accommodate Tenant's request or offer an equivalent space.

(b) "Premises" shall be defined as Leased Premises and Assigned Building Space, comprising an approximate square footage of 4,365.

(c) Unless otherwise agreed to by the Parties, Landlord shall deliver the Leased Premises to Tenant in an "as-is-condition" subject to Landlord's maintenance and repair obligations under this Lease. Landlord will not make, and is under no obligation to make, any alterations, decorations, additions or improvements in or to the Premises.

2. TERM:

(a) The term of this Lease shall commence upon the date (the "Lease Commencement Date") on which the Board of Trustees of the University of the District of Columbia approves this Lease, and shall continue until July 31, 2017 ("Term"). Unless extended by written agreement of the parties or unless earlier terminated in accordance with the terms and conditions

of this Lease, the Term shall expire and terminate at 11:59 p.m. (EST) on July 31, 2017 ("Term Expiration Date"). Promptly following the determination of the Commencement Date, Landlord and Tenant shall sign a letter confirming the Commencement Date. Tenant's obligations under this Lease (including Tenant's obligation to timely pay Rent and Program Payments) shall not commence until the Commencement Date.

(b) "Lease Year" means a period of twelve (12) consecutive months commencing on the Lease Commencement Date, and each successive twelve (12) month period thereafter until the Term ends; provided, however, if the Lease Commencement Date is other than the first day of a calendar month, then the first Lease Year shall extend to the end of the calendar month in which the first anniversary of the Lease Commencement Date occurs.

3. RENT AND PROGRAM PAYMENTS:

(a) Tenant shall provide payments to Landlord that, in combination, totals Ninety Seven Thousand Dollars and 00/100 (\$97,000.00) annually, inclusive of the annual base rent (\$25,000.00, as further described in subsection 1 below) and the waiver of annual program payments (\$72,000.00, as further described in subsection 2 below), for a blended rate of not less than \$22.23 per square foot. Rent and program payments due from Tenant are further described as follows:

1. Rent. Beginning on the Lease Commencement Date, rent shall be paid for the Leased Premises in the annualized amount of Twenty Five Thousand Dollars and 00/100 (\$25,000.00) in equal monthly payments of \$2,083.33 ("Monthly Rent"). Based on the rentable square footage of the Leased Premises, the annual rental rate is approximately \$23.47 per square foot.
2. Program Payments. (i) Waiver of program payments equal to \$6,000 per student for twelve (12) UDC law students annually ("Program Payments") to finance their participation in the D.C. Law Students in Court Program (the "Program") for the annualized total of Seventy Two Thousand Dollars and 00/100 (\$72,000.00) or not less than approximately \$21.82 per square foot of Assigned Building Space per lease year.

Program Payments shall be made and/or provided in accordance with the Program and the terms and conditions to be memorialized between the Program and the University of the District of Columbia. The terms and conditions for the Program shall be memorialized in a separate agreement signed by authorized representatives of the University of the District of Columbia and the Program and, upon execution, shall be herein incorporated by reference; provided that, no provision of such separate agreement shall have the effect of reducing or eliminating the Tenant's obligation to make Program Payments as defined herein during the Term or Monthly Rent payments of this Lease.

(b) **Payments.** Payments under this Lease shall be made by check payable to "The University of the District of Columbia", with the first installment of Monthly Rent to be paid by Tenant to Landlord upon Tenant's execution of the Lease. All future payments will be due on the first day of each month during the Term.

4. **RELOCATION:** Subject to applicable laws, events of casualty or condemnation and Landlord's repair and maintenance obligations under this Lease, Landlord shall not alter the location (or configuration) of the Premises or any of Tenant's equipment or other personal property located during the Premises during the Term, as the same may be extended, without Tenant's prior consent, which will not be unreasonably withheld, conditioned or delayed.

5. **IMPROVEMENTS:** Any material changes or alterations to the Premises proposed by Tenant are subject to review and prior approval of Landlord.

6. **EQUIPMENT AND ALTERATIONS:** Tenant shall provide and maintain all required telephone and computer equipment. All equipment and fixtures installed by Tenant within the Premises shall at all times remain the property of Tenant. If such equipment and fixtures are removed by Tenant, Tenant shall return the Premises to the condition existing at the time of installation, normal wear and tear, damage due to casualty or condemnation or repairs that are the responsibility of Landlord excepted, at Tenant's sole cost and expense. Notwithstanding anything in the Lease to the contrary, Landlord may only require that an alteration be removed upon the expiration or earlier termination of the Term if in Landlord's reasonable professional judgment such alteration (i) is not customarily found in buildings of comparable class, age, size, use and location; and (ii) would, as a result of the unique nature of such items or the anticipated difficulty or expense required to remove such items, expose Landlord to unreasonable expense and effort in order to remove such items.

7. **REPAIRS:** During the Term, Tenant shall (at Tenant's sole cost and expense) keep or cause to be kept the Premises and all parts thereof clean and in good productive condition and repair free of accumulation of rubbish. Landlord shall, at its own expense, maintain and keep in good order and repair the structure and the mechanical, utility, fire and life safety, and HVAC systems of the Premises. Tenant shall have no obligation to maintain or repair any portion of the Property that is not part of the Premises or that is part of the base building structure and systems regardless whether the same are located in or run in, under or through the Premises; provided, however, that Tenant shall reimburse Landlord for any actual, reasonable, out-of-pocket costs incurred for maintenance or repair to the extent any such maintenance or repair is necessitated by the negligence or willful misconduct of Tenant. The liability of Tenant for any maintenance or repair costs and expenses shall be reduced by the amount of any insurance proceeds for which Landlord is entitled (or for which Landlord would have been entitled had Landlord obtained and maintained the insurance required pursuant to the terms of this Lease) on account of any breakage or injury.

8. **SUBROGATION:** Tenant hereby waives and releases Landlord from any and all liabilities, claims and losses for which Landlord is or may be held liable to the extent Tenant either is required to maintain insurance pursuant to the Lease or receives insurance proceeds on

account thereof. Landlord hereby waives and releases Tenant from any and all liabilities, claims and losses for which Tenant is or may be held liable to the extent Landlord either is required to maintain insurance pursuant to the Lease or receives insurance proceeds on account thereof. Both parties shall secure waiver of subrogation endorsements from their respective insurance carriers as to the other party.

9. SUBLETTING AND ASSIGNMENT: Tenant shall not sublet the Premises either in whole or in part or assign this Lease, except as approved by the Landlord in writing. Tenant shall have no right to mortgage or pledge its interest under this Lease.

10. INSURANCE:

(a) Tenant, at Tenant's expense, shall carry and keep in full force and effect at all times during the Term of this Lease for the protection of Landlord, Landlord's managing agent, any mortgagee and any other parties in interest designated from time to time by Landlord by written notice to Tenant, and Tenant, commercial general liability insurance including contractual liability insurance with limits of at least Two Million Dollars (\$2,000,000.00) in the aggregate, per location, and One Million Dollars (\$1,000,000.00) for each occurrence of bodily or personal injury, death or property damage. Liability coverage provided for hereunder shall extend beyond the Premises to portions of the common area of the Building used from time to time by Tenant, its agents, employees, contractors, invitees, licensees, customers, clients, and guests, and, further, shall include contractual liability coverage insuring the indemnity provisions of this Lease. Tenant shall, at Tenant's expense, carry and keep in full force and effect Workers Compensation insurance with statutory limits for the State/Jurisdiction of operations and Employers Liability limits of at least Two Million Dollars (\$2,000,000.00) in the aggregate, per location, and One Million Dollars (\$1,000,000.00) for each occurrence, with such required limits being achieved through primary and/or umbrella policy limits. Tenant, at Tenant's expense, shall further carry a policy of fire and extended coverage insurance, special form, covering all of Tenant's personal property in the Premises. Such policies may be carried by blanket policies of insurance.

(b) Said commercial general liability and property damage insurance policies and any other insurance policies carried by Tenant with respect to the Premises and common areas accessible to Tenant shall (i) be issued in form reasonably acceptable to Landlord by insurance companies qualified to do business in the District of Columbia that have received an A:X or better rating by the latest edition of Best's Insurance Rating Service and that are otherwise reasonably satisfactory to Landlord; (ii) designate as additional insureds, besides Tenant as named insured, Landlord (including trustees, agents, employees, representatives and/or other individuals or entities so affiliated with the Landlord), Landlord's managing agent, any mortgagee and any other parties in interest from time to time designated in writing by notice from Landlord to Tenant (collectively, the "Additional Insureds"); (iii) be written as primary policy coverage and not contributing with or in excess of any coverage which Landlord may carry; (iv) provide for thirty (30) days' prior written notice to Landlord and any mortgagee of any cancellation or other expiration or material modification of such policy or any defaults thereunder; and (v) contain an express waiver of any right of subrogation by the insurance

company against the Additional Insureds. Neither the issuance of any insurance policy required hereunder nor the minimum limits specified herein with respect to Tenant's insurance coverage shall be deemed to limit or restrict in any way Tenant's liability arising under or out of this Lease. Prior to Tenant's entry onto the Building or the Premises, and as may be requested by Landlord during the Term, Tenant shall deliver to Landlord copies of all policies required to be carried by Tenant or, at Landlord's option, binders or certificates showing the same to be in full force and effect. Tenant shall obtain such additional amounts of insurance and additional types of coverage as Landlord may reasonably request from time to time. If Tenant fails to comply with any of the insurance requirements of this Lease, Landlord may obtain such insurance and keep the same in effect, and Tenant shall pay Landlord as additional rent the premium cost thereof with the next installment of Monthly Rent otherwise due.

11. **USE:** Tenant shall use the Premises for the operation of a law student clinic that provides civil and criminal legal assistance and representation to low income individuals and families from the D.C. metropolitan area, and related office purposes only. Tenant shall comply with all laws, rules, regulations and requirements of any federal, state, county or municipal authority applicable to the use of the Premises by Tenant. Tenant shall not permit any act to be done or any condition to exist on the Premises or any part thereof or any article to be brought thereon, which may be dangerous unless safeguarded as required by law, or which may in law constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto or shall make it impossible to obtain fire or other insurance thereon required to be furnished by Tenant hereunder. The Tenant will not use or permit the Premises or any part thereof to be used for any disorderly or extra hazardous purpose, nor for any other purpose other than as expressly permitted by the terms of this Lease.

12. **MECHANIC'S LIENS:** Tenant shall not permit any mechanic's, laborer's or materialman's statutory or similar lien (hereafter, collectively, "Mechanic's Liens") to be recorded against any part of the Premises or Tenant's interest in any part of the Premises. If any such Mechanic's Lien shall at any time be recorded against the Premises, Tenant, after notice, shall, within ten (10) days after notice thereof, cause such lien to be discharged. Subject to the foregoing provisions, if Tenant shall fail to cause such lien to be discharged or invalidated, then Landlord may cause such lien to be discharged, and in such event, Tenant, upon demand and as additional rent, shall pay Landlord any expense incurred by Landlord to discharge such lien and interest on such amount at a rate of ten percent (10%) per annum from the date Landlord paid such expense until Tenant reimburses Landlord for such expense.

13. **SIGNAGE:** Tenant shall not install any signs on the Premises or the Building without obtaining the prior written consent of Landlord, and such consent by Landlord shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing to the contrary, Landlord hereby consents to Tenant posting visible signage on the interior and exterior of the Building in a size, color and style reasonable agreed upon by Landlord. Signage shall be subject to Landlord's prior approval and any applicable rules or regulations.

14. **CASUALTY:** In the event the Premises shall be destroyed or so damaged by fire, explosion, windstorm, flooding, or other casualty as to be untenable without the fault or

neglect of Tenant, its employees, agents, contractors, invitees, licensees, customers, clients, or guests, this Lease shall automatically terminate effective as of the date of the destruction or damage.

15. FORCE MAJEURE: Neither Party shall be responsible for any failure or delay in its performance under this Lease due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of terrorism, civil unrest, an act of God (including but not limited to fire, flood, earthquakes or other natural disasters) or governmental action (including but not limited to any law, regulation, decree or denial of visas or residence permits). In the event that either Party wishes to invoke *force majeure*, that Party shall within ten (10) calendar days after the occurrence of the event of *force majeure* has become known to that Party, send written notice of such event to the other Party. In the event that a *force majeure* event prevents either Party's performance for a period of thirty (30) days, either Party shall be entitled to terminate the Lease upon written notice to the other Party.

16. CONDEMNATION: If at any time during the term of this Lease the Premises or any part thereof (or Tenant's access thereto) shall be taken or condemned for public or quasi-public use or purpose by any competent authority, the term of this Lease shall cease and terminate from the date of such governmental taking or condemnation, and neither Landlord nor Tenant shall have any claim against the other for the value of any unexpired term of this Lease, nor shall Landlord have any claim against Tenant for any rent attributable to the balance of the term after such taking. Landlord agrees to provide Tenant a copy of any notice of condemnation or to inform Tenant of any oral notice of condemnation within five (5) business days after Landlord's receipt of such notice. All compensation awarded upon any governmental taking or condemnation shall belong to Landlord, and Tenant shall not be entitled to any such compensation.

17. SUBORDINATION: Tenant hereby covenants and agrees that this Lease is subject and subordinate to any Deed of Trust or other financing method that may now or hereafter affect the Premises, and to all renewals, modifications, consolidation, replacements, and extensions thereof. To evidence such subordination and in connection with such financing, Tenant shall execute any document relating to this paragraph including, but not limited to, standard form estoppel, attornment and subordination of lease certificates that Landlord may request, within five (5) business days after receipt of notice from Landlord of the required signature.

18. ACCESS:

Landlord shall provide Tenant with reasonable access to the Premises 365 days per year, 24 hours per day during the Term of this Lease; provided that Landlord shall have the right from time to time to designate the areas of the Building that shall be used by Tenant for such access to the Premises and Tenant shall limit its access to such areas provided that Tenant shall at all times have reasonable access to the Premises except in the event of an emergency. Tenant hereby acknowledges that the Premises may not be separately demised from the remainder of the

Building and Tenant's access to the Premises may be located through portions of the Building that are used by Landlord, affiliates of Landlord, and other tenants of the Building. Accordingly, Tenant hereby acknowledges and agrees that Tenant and its employees, agents, representatives and guests shall have no right to access any portion of the Building other than the Leased Premises and Assigned Building Space including any portions authorized under the Program and related separate agreement herein incorporated by reference, and in all events subject to the terms of this Lease. Tenant agrees that it will allow the Landlord, its agents, employees, and representatives to enter the Premises, after reasonable notice to Tenant, at all reasonable times to examine, inspect or to protect the same or prevent damage or injury to the same, and to make such alterations and repairs as the Landlord may deem necessary.

In connection with any entry into the Premises (a) Landlord shall provide reasonable prior notice (except in the event of an emergency, in which event only such notice as is practicable under the circumstances shall be required); (b) Landlord shall reasonably endeavor to minimize the disruption to Tenant's use of, or access to, the Premises; and (c) Landlord shall reasonably endeavor to conduct such entry only during normal working hours (except in the event of an emergency).

(b) **Access Cards and Identification.** Tenant shall provide all required information requested by Landlord regarding its employees and agents for purposes of providing access, access cards or other forms of identification that are required for persons leasing or using the Premises, including the Leased Premises. Any identification or access cards issued by the Landlord shall at all times remain the exclusive property of Landlord and shall be returned immediately when any license, lease or other authorized use or activity at the Building (including the Leased Premises and Assigned Building Space) has been terminated or expired.

19. UTILITIES AND SERVICES: During the Term Landlord shall provide gas, water, sewer, electricity, and heating, ventilating and air conditioning to the Premises at no additional cost to Tenant, provided that Tenant's use of the same is consistent with office use of the Premises, as determined by Landlord in its reasonable discretion. Tenant shall reimburse Landlord for any costs associated with Tenant's excess usage of any such utilities, as reasonably determined by Landlord, within ten (10) days of Landlord's delivery to Tenant of an invoice for the same. Tenant shall be responsible for obtaining and maintaining directly with the service providers thereof, at Tenant's sole cost and expense, all other utilities and services used, rendered or supplied upon or in connection with the Premises throughout the Term (including without limitation internet and phone service). During the Term, Landlord shall provide to the Premises at no additional cost to Tenant, daily trash and recycling collection and periodic (as reasonably determined by Landlord) vacuuming of the floors; provided that Tenant shall be responsible to deposit all trash and recycling in the area(s) or receptacle(s) set aside for such purpose by Landlord and shall otherwise comply with the reasonable rules and regulations of Landlord regarding the same.

20. HAZARDOUS SUBSTANCES: Tenant shall have no obligation to remove hazardous substances brought onto the Premises by Landlord or that existed in the Premises as of the Commencement Date and were not brought onto the Premises by Tenant or any of

Tenant's employees, agents or contractors, nor shall Tenant be required to cure the violation of any environmental law that is caused by Landlord or any of Landlord's employees, agents or contractors or that existed as of the Commencement Date and were not caused by Tenant or any of Tenant's employees, agents or contractors.

21. QUIET ENJOYMENT: Landlord covenants and agrees that Tenant, upon paying the rent and all other charges provided for herein and upon observing and keeping all of the covenants, agreements, and provisions of this Lease on its part to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease, without hindrance and molestation by or from anyone claiming by, through or under Landlord.

22. DAMAGE: All injury to the Premises or to the Building, caused by moving the property of Tenant into or out of the Building and all breakage done by Tenant, or Tenant's agents, employees, representatives, and visitors, shall be repaired by the Tenant, at its own expense. In the event that the Tenant shall fail to do so, then the Landlord shall have the right to make necessary repairs, alterations and replacements (structural, non-structural or otherwise), and any reasonable charge or cost so incurred by the Landlord shall be paid by the Tenant. The Landlord, at its option, may regard any such charges as additional rent, due and payable within ten (10) business days after notice of the same by Landlord to Tenant. This provision shall be construed as an additional remedy granted to the Landlord and not in limitation of any other rights and remedies which the Landlord has or may have in said circumstances.

23. LIABILITY OF LANDLORD:

(a) Landlord shall not be liable to Tenant, its employees, agents, contractors, business invitees, licensees, customers, clients, or guests for any damage, compensation or claim arising from the necessity of repairing any portion of the Premises or the Building, the interruption in the use of the Premises, accident or damage resulting from the use or operation (by Landlord, Tenant, or any other person or persons whatsoever) of elevators or heating, cooling, electrical or plumbing equipment or apparatus, or the termination of this Lease by reason of the destruction of the Premises, or from any fire, robbery, theft, mysterious disappearance and/or any other casualty, or from any leakage in any part or portion of the Premises or the Building, or from water, rain or snow that may leak into, or flow from, any part of the Premises or the Building, or from drains, pipes or plumbing work in the Building, or from any other cause whatsoever, or for any personal injury arising from the use, occupancy and condition of the Premises. Except as otherwise set forth in this Lease with respect to a casualty or condemnation, Tenant shall not be entitled to any abatement or diminution of rent as a result of any of the foregoing occurrences, nor shall the same release Tenant from its obligations hereunder or constitute an eviction. Any goods, property or personal effects of Tenant, its employees, agents, contractors, business invitees, licensees, customers, clients, or guests, stored or placed in or about the Premises or Building shall be at their risk, and the Landlord shall not in any manner be held responsible therefor. The employees of the Landlord are prohibited from receiving any packages or other articles delivered to the Building by or for Tenant, and if any such employee receives any such package or articles, such employee shall be the agent of the Tenant for such purposes and not of the Landlord. Tenant acknowledges that Landlord will not carry insurance on Tenant's furniture,

furnishings, fixtures, equipment and/or improvements in or to the Premises. Tenant shall look to its business income and property damage insurance policies, and not to Landlord or its agents or employees, for reimbursement for any damages or losses incurred as a result of any of the foregoing occurrences, and that said policies must contain waiver of subrogation clauses. In no event shall Landlord be liable to Tenant or any other person for consequential, special or punitive damages, including without limitation lost profits.

(b) Tenant hereby agrees to indemnify and hold Landlord harmless from and against any cost, damage, claim, liability or expense (including reasonable attorney's fees) incurred by or claimed against Landlord, directly or indirectly, to the extent the same is occasioned by or results from any default hereunder beyond any applicable notice and cure period; or, any willful or negligent act or omission on the part of Tenant, its agents, employees, contractors, invitees, licensees, customers, clients, and guests; or, as a result of or in any way arising from Tenant's use and occupancy of the Premises. Any such cost, damage, claim, liability or expense incurred by Landlord for which Tenant is obligated to reimburse Landlord shall be deemed additional rent due and payable in accordance with the terms hereof.

(c) Tenant hereby releases Landlord and its trustees, agents, employees, and/or representatives from any claims for damage or loss to any person or the Premises, the Building, the land underlying the Building and any property contained therein or thereon, or any other property.

(d) Landlord shall not be released from liability for damage or injury caused by the gross negligence or willful misconduct of Landlord or any of the Landlord's employees, agents or contractors; provided, however, in no event shall Landlord have any liability to Tenant for indirect losses or consequential damages whatsoever.

24. LANDLORD SUCCESSORS: It is agreed that all rights, remedies and liabilities herein given to or imposed upon Landlord, shall extend to Landlord's trustees, agents, employees, and/or representatives.

25. DEFAULT:

(a) It shall be a Tenant default ("Tenant Default") hereunder if Tenant (i) fails to pay any installment of Monthly Rent or other sum due hereunder (including Program Payments) on the date or period the same is due and payable and such failure continues for five (5) business days after written notice from Landlord, or (ii) fails to perform or observe any other obligation of Tenant under this Lease within thirty (30) days after the date the Tenant receives written notice from Landlord setting forth in reasonable detail the nature and extent of the failure, provided that if such a default will take longer than this thirty (30)-day period to cure, Tenant shall have such longer period (not to exceed sixty (60) days), as may be reasonably required to effectuate such cure, as long as such cure is commenced within such thirty (30)-day period and such cure is prosecuted diligently to completion, or (iii) abandons the Premises, or (iv) generally is not paying, or admits in writing its inability to pay its debts as they become due, or files or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or

arrangement or any other petition in bankruptcy, receivership, for liquidation or to take advantage of any bankruptcy, insolvency, reorganization, moratorium or other similar law of any jurisdiction, or makes an assignment for the benefit of its creditors, or consents to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, or is adjudicated as insolvent or to be liquidated, or takes action for the purpose of any of the foregoing, any such bankruptcy, insolvency, receivership, reorganization or similar proceeding is filed against the Tenant and not dismissed within sixty (60) days, or (v) fails to comply with federal, state or other laws, rules and regulations applicable to Tenant's use and occupancy.

(b) Upon the occurrence of a Tenant Default, Landlord shall have every remedy available at law or in equity. If Landlord shall institute proceedings against Tenant and a compromise or settlement thereof shall be made, then the same shall not constitute a waiver of the same or of any other covenant, condition or agreement set forth herein, nor of any of Landlord's rights hereunder or under the Lease unless expressly agreed by Landlord and Tenant. Neither the payment by Tenant of a lesser amount than the amount due for a payment of Monthly Rent or additional rent under the Lease, nor any endorsement or statement on any check or letter accompanying a check for payment of rent or other sums payable hereunder or under the Lease shall be deemed an accord and satisfaction under this Lease. Landlord may accept the same without prejudice to Landlord's right to recover the balance of such rent or other sums or to pursue any other remedy. Notwithstanding any request or designation by Tenant, Landlord may apply any payment received from Tenant to any payment then due. No reentry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of this Lease.

(c) If Tenant defaults under the Lease, Tenant hereby waives any right of redemption and hereby expressly waives any notice to cure or quit. Tenant agrees to pay for Landlord's direct damages (and solely in connection with Tenant holding over in the Premises, Landlord's consequential damages), costs, and reasonable attorney's fees as permitted by applicable law in connection with such default.

26. HOLDING OVER: In the event that Tenant shall not immediately surrender the Premises on the date of expiration of the Term hereof, Tenant shall, by virtue of the provisions hereof, become a tenant by the month. In such event Tenant shall be required to pay each month of such hold-over tenancy 150% of the Monthly Rent in effect during the last month of the Term of this Lease. Such monthly tenancy shall commence with the first day next after the expiration of the Term of this Lease. Except as otherwise provided above with respect to the payment of Rent, Tenant shall, as a monthly tenant, be subject to all of the terms, conditions, covenants and agreements of this Lease. Tenant shall give Landlord at least thirty (30) days' written notice of any intention to quit the Premises, and Tenant shall be entitled to thirty (30) days' written notice to quit the Premises; provided, however, that if Tenant is in default hereunder, Tenant shall not be entitled to any notice to quit, the usual thirty (30) days' notice to quit being hereby expressly waived. Notwithstanding the foregoing provisions of this Section 22, in the event that Tenant shall hold over after the expiration of the Term of this Lease, and if Landlord shall desire to

regain possession of the Premises promptly at the expiration of the Term of this Lease. Tenant agrees to pay for Landlord's direct and consequential damages, costs, and reasonable attorney's fees as permitted by applicable law in connection with such holdover and with Landlord's actions in obtaining possession of the Premises as a result of the holdover.

27. **BREACH; REMEDIES:** Tenant shall have 30 days after receipt of a reasonably detailed invoice to pay any non-recurring charge due under the Lease. Before Landlord shall cure any failure of Tenant, Tenant shall be afforded the notice and opportunity to cure set forth in Section 25(a) of the Lease. If the Premises are re-let for a period that is longer than the then remaining balance of the Term, then with respect to costs incurred in re-letting the Premises, the costs for which Tenant shall be responsible, if any, shall be only a fraction thereof, the numerator of which is the number of month then remaining in the balance of the Term, and the denominator of which is the total number of months in the initial term of the replacement tenant's lease. If the Premises are re-let as part of a larger premises than the original size of the Premises, then with respect to costs incurred in re-letting the Premises, the costs for which Tenant shall be responsible, if any, shall be only a fraction thereof, the numerator of which is the rentable square footage of the Premises as of the Commencement date, and the denominator of which is the total number of rentable square feet being leased pursuant to the terms of the replacement tenant's lease. Landlord shall use commercially reasonable efforts to re-let the Premises. Landlord expressly waives all contractual and statutory rights of distraint, liens, and security interests in Tenant's property.

28. **TERMINATION:** This Lease may be terminated by either the University or LSIC, for any reason whatsoever, upon six months' prior written notice to the other party.

29. **AUTHORITY:** Tenant hereby represents and warrants that: each individual executing this Lease on behalf of Tenant is duly authorized to execute and deliver this Lease; Tenant is a duly organized entity under the laws of the state of its formation, is qualified to do business in the District of Columbia, is in good standing under the laws of the state of its formation and the laws of the District of Columbia; and Tenant has the power and authority to enter into this Lease; and that all action requisite to authorize Tenant to enter into this Lease has been duly taken.

30. **NOTICES:** Any or all notices or demands by or from Landlord to Tenant, or Tenant to Landlord, shall be in writing and shall be deemed given upon (a) personal delivery to the addressee, (b) three (3) days after deposit into United States mail, postage prepaid, certified mail, return receipt requested, and (c) one day after delivery to United States Postal Service Express Mail or similar overnight delivery service. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as follows:

If to Landlord:

University of the District of Columbia
Office of the Vice President for Real Estate, Facilities & Public Safety (REFPS)
ATTN: Vice President for REFPS

4200 Connecticut Avenue, NW
Administration Building (39), Suite 301-P
Washington, DC 20008
202-274-6409 - Office

With copies to:

University of the District of Columbia
Office of the General Counsel
ATTN: General Counsel
4200 Connecticut Avenue, NW
Administration Building (39), Suite 301-Q
Washington, DC 20008
202-274-5400 - Office

If to Tenant:

D.C. Law Students in Court Program
ATTN: Executive Director
123 W Street N.W.
Washington, DC 20001
202-638-4798 – Office

With copies to:

Morrison & Foerster LLP
Attention: Susan J. Borschel
1650 Tysons Blvd., Suite 400
McLean, VA 22102

31. COMPLIANCE WITH LAWS: Landlord also shall comply with all Laws in all material aspects applicable to the ownership, operation or maintenance of real property and Landlord shall use commercially reasonable efforts to cause such compliance with respect to the machinery, base Building systems and equipment provided by Landlord in the operation of the Building, including those located within the Premises. Notwithstanding anything to the contrary in the Lease, all additions, replacements or alterations to the Building and base Building systems (including those portions located within the Premises) that are required due to the enactment of any future Laws shall be performed by Landlord at Landlord's sole cost.

32. RELATIONSHIP OF THE PARTIES:

(a) Landlord and Tenant acknowledge and agree that Tenant is an independent entity.

(b) Landlord acknowledges and agrees that Tenant is engaged in an independent business and Landlord shall have no right to direct or control in any way or to any degree the

manner in which Tenant conducts its program activities. Tenant understands that it is not authorized to and shall not make any agreement, contract or representation on behalf of Landlord or create any obligation, express or implied, on the part of Landlord. The parties acknowledge and agree that, notwithstanding this Agreement and the relationship between the parties established by this Agreement, Tenant is free to represent present or future clients (including the adversaries of Landlord or its affiliates) and to take positions adverse to Landlord or its affiliates in any matters (whether involving business transactions, counseling, litigation or otherwise).

(c) Tenant acknowledges and agrees that Landlord shall not have any obligation to insure Tenant property. Tenant further agrees that all charges for miscellaneous services (i.e., telephone, printing, bookstore) supplied to Tenant shall be payable by Tenant directly to the supplier of such services.

33. CONFIDENTIALITY: Information concerning either Party's business methods, financial information, future plans, personnel data, trade secrets, information systems, financial and accounting policies or similar matters, or information designated as "confidential" by a disclosing Party, or released under circumstances where a reasonable person would understand that such information is to be treated as confidential, shall be treated as confidential. The Party receiving such confidential information shall take the same precautions as it takes to protect its own confidential information, but in all events reasonable precautions shall be taken, in order to preserve its confidentiality. Confidential information shall not be revealed to third parties without the written consent of the disclosing Party, and neither Party may use the other Party's confidential information for any purpose except for purposes of performing this Lease. This confidentiality requirement shall not apply to: (i) information in the public domain; (ii) information independently developed by either Party without use of the other Party's confidential information; (iii) information received by either Party from a third party under no duty of confidentiality; and (iv) a disclosure of information that is required by any Law.

34. AGENCY: The Parties agree that no student participating in the Program shall be considered an employee, agent, contractor, or representative of Tenant for the purposes of workers compensation, employee benefits or salary. The Parties agree that no employee or agent of Tenant, by virtue of employment at Tenant, shall be considered an employee, agent, contractor, or representative of the Landlord for the purposes of workers compensation, employee benefits, salary, and professional liability. Nothing contained in this Lease shall be construed to give either Party any authority, right or ability to bind or commit the other in any way. Neither Party shall, in any way, bind the other in any way unless such Party has received the written consent of the other.

35. JURISDICTION: This Lease shall be construed under the laws of the District of Columbia, irrespective of its choice-of-law rules.

36. SEVERABILITY: The invalidity of any part of this Lease shall not affect the remaining terms and conditions of the Lease, which shall remain in full force and effect.

37. **COUNTERPARTS:** This Lease may be executed in one or more counterparts, each of which shall be an original.

38. **EFFECTIVE DATE:** This Lease shall be effective upon approval by the Board of Trustees of the University of the District of Columbia pursuant to a resolution approving the same.

39. **ENTIRE AGREEMENT:** This Lease contains the entire agreement and understanding between the parties hereto, and supersedes any other agreement, oral, written, or otherwise. This Lease shall not be modified in any manner except by written agreement executed by the Parties.

[signatures appear on following page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease or have caused this Lease to be executed on the date and year first above written.

WITNESS/ATTEST



LANDLORD:

UNIVERSITY OF THE DISTRICT OF
COLUMBIA

By: 

Name: James Lyons

Title: President

WITNESS/ATTEST



TENANT:

D.C. LAW STUDENTS IN COURT
PROGRAM, INC.

By: 

Name: Moses Cook

Title: Executive Director

By: 

Name: Adam Stochak

Title: President, Board of Directors

Exhibit A

Leased Premises

A portion of the first (1st) floor of the Building identified as commercial retail Unit B at the improvement on Square 1965 Lot 0004, and as delineated in the floorplan attached hereto and marked as space Unit B. (the "Leased Premises").

The Leased Premises total approximately 1,065 square feet.



