

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this "Sublease") is entered into as of JANUARY 18, 2023, which date is the last of Sublandlord and Subtenant to sign this Sublease (the "Effective Date") by and between (i) **ROOTS-101 AFRICAN AMERICAN MUSEUM CORPORATION**, a Kentucky non-profit corporation ("Sublandlord") and (ii) **BOARD OF EDUCATION OF JEFFERSON COUNTY KENTUCKY**, operating as the Jefferson County Public Schools ("Subtenant").

RECITALS

A. 111 West Washington LLC, a Kentucky limited liability company ("Prime Landlord") and Sublandlord are currently the landlord and tenant, respectively, under that certain Lease Agreement dated effective as of March 11, 2021 (the "Prime Lease") for certain space (the "Leased Property") located at 124 North 1st Street, Louisville, Jefferson County, Kentucky (the "Site"), as more particularly described therein.

B. Subtenant desires to sublease from Sublandlord and Sublandlord is willing to sublease to Subtenant the portion of the Leased Property known as Room #1 on the third floor of the building (the "Building") where the Leased Property is located, consisting of 600 square feet (the "Subleased Property"), all upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual agreements hereinafter contained, Sublandlord and Subtenant mutually agree, and intend to be legally bound, as follows:

1. Subleased Property. Sublandlord hereby subleases to Subtenant and Subtenant hereby subleases from Sublandlord the Subleased Property.

2. Subordination. Subtenant agrees and acknowledges that its rights under this Sublease are subordinate to all of the terms and conditions of the Prime Lease to the extent applicable to the Subleased Property.

3. Term. The term of this Sublease shall commence on the Effective Date (the "Commencement Date") and continue until March 31, 2023, unless sooner terminated pursuant to the terms of this Sublease or pursuant to Sublandlord's or Subtenant's express right to do so set forth in this Sublease (the "Term").

4. Rent. Subject to the last sentence of this Section 4, the total rent for the Term shall be Five Thousand and No/100 Dollars (\$5,000.00). Subject to the last sentence of this Section 4, the rent shall be paid to Sublandlord at Sublandlord's address set forth in Section 11 below in quarterly installments of One Thousand Two Hundred Fifty and No/100 Dollars (\$1,250.00) each. Subtenant shall pay the first quarterly installment of rent within three (3) business days after the Effective Date. Subtenant shall pay the second quarterly installment of rent in advance on or before the first (1st) business day of July 2022, and the third quarterly installment of rent in advance on or before the first (1st) business day of October 2022, and the fourth and final quarterly installment of rent in advance on or before the first (1st) business day of January 2023. If the Commencement Date is a day other than the first day of a calendar month, the rent for such first fractional month shall be prorated on the basis of the number of days during such month this Sublease is in effect

in relation to the total number of days in such month, and the first quarterly installment of rent shall be adjusted accordingly.

5. **Security Deposit.** No security deposit shall be due under this Sublease.

6. **Subtenant's Use and Operations.** Subtenant may use, occupy and operate the Subleased Property for its Diversity, Equity & Poverty programs and any related use. Subtenant shall operate the Subleased Property in a safe and orderly fashion, and in compliance with all applicable laws, regulations and codes.

7. **Sublandlord's Obligations.**

A. Sublandlord shall perform and be responsible for all obligations to Prime Landlord under the Prime Lease throughout the Term, at no expense to Subtenant, including without limitation, the obligation to pay rent to Prime Landlord, and to perform and pay for any and all obligations concerning utilities, repairs, maintenance, janitorial services, insurance, taxes, and any and all other obligations Sublandlord owes to Prime Landlord under the Prime Lease.

B. Sublandlord shall provide, or cause to be provided, to the Subleased Property and the Common Areas (as hereinafter defined) throughout the Term, at no expense to Subtenant, all services currently provided to the Leased Property and the Common Areas, including without limitation utilities, repairs, maintenance, janitorial, maintenance and any and all other services. Sublandlord shall provide, or cause to be provided, to the Subleased Property throughout the Term, at no expense to Subtenant, telephone, internet and wifi communication services. In addition to the foregoing, Sublandlord shall provide, or cause to be provided, to the Subleased Property throughout the Term, cleaning and maintenance services promptly after Subtenant's request, and in no event less than on a weekly basis.

C. Sublandlord shall not do or suffer or permit anything to be done or suffered which could cause the Prime Lease to be terminated or forfeited by virtue of any right of termination or forfeiture reserved or vested in Prime Landlord.

8. **Access.**

A. **Sublandlord's Access.** Upon at least twenty-four (24) hours' prior notice, Sublandlord shall have the right to enter upon the Subleased Property to inspect the same, provided Sublandlord shall not thereby unreasonably interfere with Subtenant's operations on the Subleased Property and that any such access shall occur during reasonable business hours, *i.e.*, between 8:00 am and 6:00 pm, Monday through Friday excluding school recognized holidays, and when a Subtenant representative can be and is present.

B. **Subtenant's Access; Common Areas.** Subtenant and its officers, employees, agents, licensees, and invitees shall be entitled to full use and access to the Subleased Property at all times during the Term. In addition, Subtenant shall have a non-exclusive right of use and access to all common areas that Sublandlord is entitled to use and access under the Prime Lease, including without limitation the driveways, parking areas, sidewalks, public lobbies, hallways, kitchens and kitchenettes, restrooms and other facilities ("Common Areas").

C. Subtenant's Use of Large Conference Room. Subtenant and its officers, employees, agents, licensees and invitees shall be entitled to use and access the 1500 square feet area of the Leased Property known as the large conference room (the "Large Conference Room") at such times that Subtenant requests the use of the Large Conference Room if at the time of such request the Large Conference Room has not already been reserved by a third party, and at a fifty percent (50%) discount from the normal rate Sublandlord charges to third parties for access and use of the Large Conference Room. Sublandlord hereby acknowledges and agrees that (i) the normal rate Sublandlord charges to third parties for such access and use during a day is \$1,600 for three (3) hours, and \$350 for each additional hour that day and (ii) the rate Sublandlord shall charge to Subtenant for such access and use during a day is \$800 for three (3) hours, and \$175 for each additional hour that day.

9. Termination of Prime Lease. In the event that the Prime Lease shall be terminated for any reason whatsoever, this Sublease shall terminate at the same time without obligations or liability to Subtenant, except the surrender of the Subleased Property as described in Section 15 below. In the event of such termination, Sublandlord shall promptly reimburse Subtenant for any rent paid in advance by Subtenant applicable to days of the Term in which the Sublease has been terminated.

10. Sublandlord's Representations and Warranties. Sublandlord represents, warrants and covenants that it is lawfully seized of the Subleased Property and has a right to sublease same to Subtenant for the Term; that the consent of Prime Landlord to this Sublease has been obtained by Sublandlord or is not required under the Prime Lease; that the terms and conditions of this Sublease do not conflict with the terms and conditions of the Prime Lease; that, during the time when Subtenant shall not be in default hereunder, Subtenant shall have the peaceful and quiet enjoyment of the Subleased Property, and Sublandlord shall indemnify, defend and save Subtenant harmless from the adverse possessory claim of any and all persons including Prime Sublandlord and from any claim that this Sublease violates the Prime Lease; that as of the Commencement Date, the Sublease Property and all existing base building systems serving the Subleased Property (including without limitation plumbing, electrical, mechanical, HVAC, fire/life safety systems, sprinkler) are in good working order, and the Building and Subleased Property are in compliance with the Prime Lease and all applicable laws, regulations and codes. Sublandlord shall ensure with Prime Landlord that the Site and all leases and operations thereon are in compliance throughout the Term with all laws, regulations and codes applicable to real property in which there is a tenant or subtenant with educational occupancy and use.

11. Notices. Any notice to be given under this Sublease shall be in writing. Notices may be delivered in person, by email, by prepaid registered or certified mail, or by a recognized overnight delivery service addressed to the parties hereto at the following addresses or at such other place as the parties hereto may designate by giving notice as specified herein.

The address of Sublandlord is:
Roots-101
124 N. 1st Street,
Louisville, Kentucky 40202
Attn: Lamont Collins, Executive Director
Email: lcollins@roots-101.org

The address of Subtenant is:
JCPS
CB Young Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209
Attn: Greg Vann, Associate of D.E.P.
Email: gregory.vann@jefferson.kyschools.us

Such notices shall be deemed delivered on the date of delivery if personally delivered or emailed, three (3) business days after mailing if sent by certified or registered mail, and the next business day if sent by overnight courier.

12. **Decorations and Relocations.** Consent of the Sublandlord shall not be required for decorations by Subtenant or for the installation or relocation of any trade fixtures, equipment, furnishings and other personal property by Subtenant.

13. **Personal Property.** Any trade fixtures, equipment, furnishings and other personal property installed or placed upon the Subleased Property by or on behalf of Subtenant shall be removed by Subtenant on the expiration date of the Term or earlier termination date of this Sublease.

14. **Signage.** Subject to Sublandlord's prior written approval, not to be unreasonably withheld, conditioned or delayed, Subtenant shall have the right to install and maintain exterior signage on the Subleased Property throughout the Term, so long as such signage complies with all applicable laws, regulations and codes.

15. **Surrender.** Upon the expiration or earlier termination of this Sublease, Subtenant will promptly surrender and deliver the Subleased Property to Sublandlord in broom-clean condition.

16. **Destruction or Condemnation of Subleased Property.** In the event of total or partial destruction of the Subleased Property, or a taking by governmental authority of all or any part of the Subleased Property, Subtenant shall have the option, in its sole discretion, to either terminate this Sublease or abate rent for the period in which Subtenant is unable to use one hundred percent (100%) of the Subleased Property for Subtenant's operations. In the event of such termination, Sublandlord shall promptly reimburse Subtenant for any rent paid in advance by Subtenant applicable to days of the Term in which the Sublease has been terminated.

17. **Commission.** Subtenant and Sublandlord each represent and warrant to each other that it has not dealt with any real estate broker with regard to the Subleased Property. To the extent permitted by applicable law, Sublandlord and Subtenant shall indemnify and hold the other harmless against any claim which may be made by any broker or agent which it dealt with in connection with this Sublease.

18. **Entire Agreement.** This Sublease constitutes the entire understanding of the parties hereto with respect to Subtenant's use and occupancy of the Subleased Property hereunder and any agreement hereafter made between Sublandlord and Subtenant shall be ineffective to change,

modify, relieve, discharge, terminate or effect an abandonment of this Sublease, in whole or in part unless such agreement is in writing signed by the party against whom enforcement of the change, modification, release, discharge, termination or effecting of an abandonment is sought.

19. **Binding Effect.** The agreements herein contained shall be binding upon and inure to the benefit of the parties hereto, their successors, heirs, legal representatives and assigns.

20. **Applicable Law.** This Sublease shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without regard to conflict of law rules. Each party hereby waives the right to a trial by jury in the event of any dispute arising hereunder.

21. **Counterparts.** This Sublease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute one and the same instrument. A signed copy of this Sublease delivered by either facsimile, email or other electronic signature shall be deemed to have the same legal effect as delivery of an original signed copy of this Sublease.

<the remainder of this page is intentionally left blank; signature page follows>

IN WITNESS WHEREOF, Sublandlord and Subtenant have caused this Sublease to be executed the day and year first above written.

SUBLANDLORD:

ROOTS-101 AFRICAN AMERICAN MUSEUM CORPORATION, a Kentucky nonprofit corporation

By: _____
Lamont Collins, Chief Executive Officer

Date: _____

SUBTENANT:

BOARD OF EDUCATION OF JEFFERSON COUNTY, operating as the Jefferson County Public Schools

By: _____
Dr. Martin A. Pollio, Ed.D., Superintendent

Date: _____

Andy Beshear
Governor



Jamie Link
Secretary, Education and
Workforce Development Cabinet

Jason E. Glass, Ed.D.
Commissioner of Education and Chief Learner

KENTUCKY DEPARTMENT OF EDUCATION

300 Sower Boulevard • Frankfort, Kentucky 40601
Phone: (502) 564-3141 • www.education.ky.gov

November 18, 2022

Mr. Marty Pollio, Superintendent
Jefferson County Public Schools
3332 Newburg Road
Louisville, KY 40218

**RE: JEFFERSON COUNTY: Lease – 600 SF +/-
124 N. 1st St.
Louisville, KY 40202**

Dear Superintendent Pollio:

We have received and reviewed the proposed Lease Agreement between Jefferson County Board of Education (Lessee) and Roots 101 African American Museum Corporation (Lessor), dated March 11, 2021, including Recitals.

Approval is given to Jefferson County Board of Education to complete the lease agreement with Roots-101 African American Museum Corporation. Please provide a copy of the executed lease within thirty (30) days after it is signed by all parties.

If you have questions about this matter, please call us at (502) 564-4326.

Sincerely,

Gregory C. Dunbar, AIA, Manager
Division of District Support
District Facilities Branch

GCD/JaB

cc: Amanda Satterly & Kevin Brown, JCPS
Todd Allen, James Bauman, KDE
KDE District File/Property/Lease