



MEETING AGENDA - Empower Generations Board

Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all of the Board members shall be available for public inspection at the main office of the school between 9:00 am and 3:30 pm.

Meeting

Meeting Date	Thursday, November 4, 2021
Start Time	4:00 PM
End Time	5:30 PM
Location	Address: 44248 10th Street West, Lancaster, CA 93534 Address: LACOE 12830 Columbia, Downey, CA 90242 Zoom Meeting: https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Regular Scheduled Meeting

Agenda

1. Opening Items

1.1. Call The Meeting To Order

1.2. Roll Call

1.3. Pledge Of Allegiance

1.4. Approve Agenda

Due date: 11/4/2021

1.5. Approve Minutes

Due date: 11/4/2021

Documents

- Minutes-2021-09-02-v1.pdf
 - Minutes-2021-09-09-v1 (1).pdf
-

2. Public Comments

2.1. Public Comments

The public may address the Empower Generations governing board regarding any item within the Board's jurisdiction whether or not that item appears on the agenda during this time. If you wish to address the Board, please complete a public comment card. Comments for the public will be limited to 3 minutes.

3. Consent Items

3.1. Personnel Report

Due date: 11/4/2021

Documents

- Personnel Report_Empower 10.19.2021.pdf

3.2. Check Register

Due date: 11/4/2021

Documents

- EG Payment Register 20211020 (1).pdf

4. Discussion and Reports

4.1. School Director Report

4.2. The iDEAL Process

Documents

- iDEAL Tool, Rollout, & Implementation.pdf

4.3. Revised 2021 - 2022 Budget Report

5. Action Items

5.1. 2020-2021 Unaudited Actuals

Request approval of the unaudited actuals as proposed for last schools year.

Due date: 11/4/2021

Documents

- EmpowerGenerations_FY2021_UnauditedActuals_FinalforDistrict_09102021.pdf

5.2. ESSER III Expenditure Report

Request approval of required Expenditure Plan For ESSER III one time funding based on allowable expenditures.

Due date: 11/4/2021

Documents

- Empower Generations 2021-22 ESSER III Expenditure Plan DRAFT.docx.pdf

5.3. Lease Agreement

Request ratification of the lease agreement for the new location of the school.

Due date: 11/4/2021

Documents

- 10th St Commerce - EG - EXECUTED LEASE (1) (1).pdf

5.4. iCA and Empower Generations Arts Grant MOU and Everyday Arts Agreement

Request approval of this Art Grant MOU with iLEAD CA to allow the LA County Grant to continue an arts program again this school year.

Due date: 11/4/2021

Documents

- FY2122 Empower Generations iPERFORM MOU with ICC1.pdf
 - Everyday Arts & iLEAD Empower Generations Innovation Studios 2021-2022 MOU (1).pdf
-

5.5. Revised iCA Special Education MOU

Request approval of iCA Special Education with the removal of Counselors who work directly for the schools and are not a shared resource.

Due date: 11/4/2021

Documents

- 21-22 SPED RESOURCE SHARING (2).pdf
-

5.6. Revised- Independent Study Policy

Request approval of required revised Independent Study Policy based on newly adopted law by the State.

Due date: 11/4/2021

Documents

- Redline Empower Generations Updated Independent Study Policy(5227348.1) (1).pdf
-

5.7. Equity Policy

Request approval of the Equity Policy which is required by the Federal Government due to the receipt of Federal Funding (Title I, Title II, Title IV).

Due date: 11/4/2021

Documents

- Equity Policy - Empower Generations.pdf
-

5.8. Physical Education Policy

Request approval of the PE Policy which is required by the Federal Government due to the receipt of Federal Funding (Title I, Title II, Title IV)

Due date: 11/4/2021

Documents

- P.E. Policy - Empower Generations Innovation Studios.pdf
-

5.9. AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements

Request approval of required Analysis of AB 361 Emergency Legislation regarding the ability of the Board and public to meet safely in person given measures to promote social distancing.

Due date: 11/4/2021

Documents

- EG - AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements.pdf
-

6. Board Comments

6.1. Board Comments

7. Closing Items

7.1. Board Retreat Dates - January 28 and 29

7.2. Next Meeting Date - December 9

7.3. School Tour

Board Members will take a tour of the new location.

7.4. Adjournment

Please note: items on the agenda may not be addressed in the order they appear. The Board of Directors may alter the order at their discretion.

- **Board Room Accessibility:** The Board of Directors encourage those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services to participate in the public meeting, please contact the office at least 48 hours before the scheduled Board of Directors meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132).]

The Secretary of the Board of Directors, hereby certifies that this agenda was publicly posted 72 or 24 hours prior to the meeting as required by law.



MEETING MINUTES - Empower Generations Board

Meeting

	Special meeting
Date	Thursday, September 2, 2021
Started	5:30 PM
Ended	6:15 PM
Location	This meeting will be held virtually. You may join us on ZOOM at: Zoom Meeting: https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Closed Session - CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Chaired by	Michelle Fluke
Recorder	Kim Lytle

Minutes

1. Opening Items

1.1. Call The Meeting To Order

The Meeting was called to order at 5:30.

Status: Completed

1.2. Roll Call

All Board Members were present except Hannah Marie Scott.

Status: Completed

1.3. Approve Agenda

Motion: Sharon

Seconded: Annaliisa

Motion Passed Unanimously

Status: Completed

2. Public Comments

2.1. Public Comments

The public may address the Empower Generations governing board regarding any item within the Board's jurisdiction whether or not that item appears on the agenda during this time. If you wish to address the Board, please complete a public comment card. Comments for the public will be limited to 3 minutes.

No Public Comments Were Made

Status: Completed

3. Closed Session

3.1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code section 54956.8.)

Property: 44236 W 10th Street, Suite A and 44234 W 10th Street, Lancaster CA

Agency negotiator: Empower Generations Board of Trustees & School Director - Michelle Fluke

Negotiating parties: Abby Group/AP Lancaster LLC - Josh Hunsberger

Under negotiation: Lease Termination Clause

Status: Completed

3.2. Report of Closed Session

No Report of Closed Session Made. No Action Taken.

Status: Completed

4. Board Comments

4.1. Board Comments

No Board Comments Made

Status: Completed

5. Closing Items

5.1. Next Meeting Date - September 9

Status: Completed

5.2. Adjournment

Meeting Adjourned at 6:15

Status: Completed



MEETING MINUTES - Empower Generations Board

Meeting

Date	Thursday, September 9, 2021
Started	4:02 PM
Ended	4:21 PM
Location	Address: 44248 10th st W. Lancaster CA 93534 Zoom Meeting: https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Regular scheduled meeting
Chaired by	Michelle Fluke
Recorder	Kim Lytle

Meeting package

- Meeting-package-2021-09-09-V1.pdf

Minutes

1. Opening Items

1.1. Call The Meeting To Order

Meeting began at 4:02

Status: Completed

1.2. Roll Call

Michelle Fluke - Present

Sharon Calvert - Present

Marica Reily - Present

Annaliisa Wilson - Arrived at 4:10

Hannah Marie Scott - Absent

Status: Completed

1.3. Pledge Of Allegiance

Pledge of Allegiance was recited.

Status: Completed

1.4. Approve Agenda

Motion: Sharon

Second: Marica

Unanimously Approved

Hannah Marie - Absent

Due date:

Status: Completed

1.5. Approve Minutes

Motion: Sharon

Second: Marcia

Unanimously Approved

Hannah Marie - Absent

Due date:

Status: Completed

2. Public Comments

2.1. Public Comments

The public may address the Empower Generations governing board regarding any item within the Board's jurisdiction whether or not that item appears on the agenda during this time. If you wish to address the Board, please complete a public comment card. Comments for the public will be limited to 3 minutes.

No Public Comments made

Status: Completed

3. Consent Items

3.1. Personnel Report

Motion: Sharon

Second: Marcia

Unanimously Approved

Hannah Marie - Absent

Due date:

Status: Completed

3.2. Check Register

Motion: Sharon

Second: Marci

Unanimously Approved

Hannah Marie - Absent

Due date:

Status: Completed

4. Discussion and Reports

4.1. School Director Report

Malaka presented her School Director Report and answered questions of the Board.

Status: Completed

4.2. Budget Report

Kelly O'brien, iCA Support Provider, presented a budget report and answered questions of the Board.

Status: Completed

5. Action Items

5.1. Revised Uniform Complaint Policy

Kim Lytle, iCA Support Provider, presented the revised Uniform Complaint Policy and answered questions of the Board.

Motion: Marcia

Second: Sharon

Unanimously Approved

Hannah Marie - Absent

Due date:

Status: Completed

5.2. Lease Agreement

Malaka reported on the progress of the Lease and anticipates it will be finalized and brought back for ratification at the next meeting.

No Vote Taken

Due date:

Status: Completed

6. Board Comments

6.1. Board Comments

No Board Comments

Status: Completed

7. Closing Items

7.1. Next Meeting Date - October 28

Status: Completed

7.2. Adjournment

Meeting adjourned at 4:21.

Status: Completed

EMPLOYMENT – NEW HIRES

Troy Bondar - Care Team - Student Support 1:1 - 10/4/21

RESIGNATIONS/TERMINATIONS

Jocelyn Fitzgerald - School Counselor - 9/23/21

Shantoria Goodman - Office Manager - 10/18/21

STATUS CHANGE

N/A

Company Name: Empower Generations
Report Name: Payment Register
Report Title 2: XXXX4724 - EG Main - Mission Valley Bank
Footer Text: 09/01/2021-10/20/2021
Created On: 10/21/21
Location: 115--Empower Generations

Date	Vendor	Method	Amount	GL account/Account label	Memo
9/3/21	DON000--Donovan, Malaka	EFT	516.02	4420--NonClassroom Furniture &	EG- Facilities, Staff and Classroom Supplies
9/3/21	THEM001--The Moving and Storage Company	EFT	5,401.75	5630--Repairs & Maintenance -	iAD-Moving-Balance
9/7/21	AMAZ100--Amazon Capital Services (iCA)	EFT	90.97	4330--Health & Safety	EG-Office and Facilities Supplies
9/7/21	CAL1012--California School Finance Authority (CSFA)	EFT	8,415.00	9640--Current Loans	Empower Generations- September Loan Payment
9/7/21	EDI115A--Southern California Edison 2767	EFT	139.25	5510--Utilities - Electricity	Empower- Acct# 700039112767
9/7/21	EDTE000--EdTech 101	EFT	492.75	4430--IT Equipment & Supplies	EG-Computer
9/7/21	NAVI001--Navigate360, LLC	EFT	724.20	4420--NonClassroom Furniture &	EG- Equipment
9/7/21	PROJ001--Project WayFinder, LLC.	EFT	8,913.68	4120--Core Curriculum - Softwa	EG- Belonging Digital
9/7/21	TREE001--Tredom Tools,Inc	EFT	100.00	4120--Core Curriculum - Softwa	Empower- Software Subscriptions
9/8/21	AMAZ100--Amazon Capital Services (iCA)	EFT	299.12	4305--Educational Supplies (CI	EG-Classroom Supplies
9/8/21	LIFE000--Life Insurance Company of North America	EFT	1,647.42	3402--Health & Welfare Benefit	EE Benefits Retro Activity 09.20
9/13/21	ANTE012--Antelope Valley Partners for Health	EFT	1,500.00	5610--Rent - Facilities Rent a	Empower- Aug Rent
9/13/21	THEA008--The Abbey Company	EFT	2,000.00	5610--Rent - Facilities Rent a	Empower- August Rent
9/14/21	AMAZ100--Amazon Capital Services (iCA)	EFT	384.80	4430--IT Equipment & Supplies	EG-IT Supplies
9/14/21	FRES001--Fresh Start Healthy Meals, Inc.	EFT	595.00	4710--Vended Food Service	EG- Food Service August 2021
9/16/21	AETN000--Aetna	EFT	630.72	3401--Health & Welfare Benefit	EE Benefits 08.21
9/16/21	CIGN000--Cigna Healthcare	EFT	439.24	3402--Health & Welfare Benefit	EE Benefits 09.21
9/16/21	CIGN000--Cigna Healthcare	EFT	535.12	3402--Health & Welfare Benefit	EE Benefits 08.21
9/16/21	KAIS000--Kaiser Foundation Health Plan	EFT	3,785.87	3402--Health & Welfare Benefit	EE Benefits 09.21
9/16/21	KAIS000--Kaiser Foundation Health Plan	EFT	4,085.01	3402--Health & Welfare Benefit	EE Benefits 08.21
9/16/21	LEGA003--Legal Shield	EFT	31.90	3402--Health & Welfare Benefit	EE Benefits 08.21
9/16/21	LIFE000--Life Insurance Company of North America	EFT	198.15	3402--Health & Welfare Benefit	EE Benefits 08.21
9/16/21	MESV000--MES Vision	EFT	112.01	3401--Health & Welfare Benefit	EE Benefits 09.21
9/16/21	MESV000--MES Vision	EFT	122.70	3402--Health & Welfare Benefit	EE Benefits 08.21
9/20/21	ILEA300--iLEAD California	EFT	1,233.92	4120--Core Curriculum - Softwa	Empower- iCA Intercompany Transactions 21-22
9/20/21	PROC000--Procopio, Cory, Hagreaves & Savitch	EFT	5,510.00	5808--Professional Services -	EG- General Operational Legal Advice
9/20/21	PURE000--Pure Oasis Water	EFT	20.00	4340--Office Supplies	EG- Office Supplies
9/23/21	ARTH000--First Insurance Funding	EFT	1,744.43	5826--Operating Expenditures -	Empower Generations-3rd Installment Acct# ILEASCH-02
9/23/21	ILEA300--iLEAD California	EFT	2,575.37	5920--Internet Services	Empower- iCA Intercompany Transactions
9/23/21	QCLO000--QC Locksmith	EFT	172.56	4355--Facilities Supplies	Empower- Locksmith
9/23/21	SMIT000--Smith and June Media	EFT	1,700.00	5830--Operating Expenditures -	Empower Generations- Marketing and Advertising
9/24/21	EMP1940	EFT	1,253.93	9520--Payroll Liabilities	Empower Generation- Payroll
9/27/21	PURE000--Pure Oasis Water	EFT	30.00	4340--Office Supplies	EG- Office Supplies
9/29/21	LOSA001--Los Angeles County Office of Education (LACOE)	Check 2556	6,530.89	9535--Retirement Liability	Empower STRS
10/1/21	ANTE012--Antelope Valley Partners for Health	EFT	1,500.00	5610--Rent - Facilities Rent a	Empower- Oct Rent
10/1/21	COMB002--Combs & Miguel, Inc	EFT	4,026.25	5630--Repairs & Maintenance -	EG- Maintenance
10/1/21	MAKE000--Maker Learning Network	EFT	4,134.40	5801--Professional Services -	Empower- Monthly Service Fees
10/7/21	AMAZ100--Amazon Capital Services (iCA)	EFT	453.21	4210--Professional Development	EG-PD Supplies
10/7/21	ILEA300--iLEAD California	EFT	635.50	5240--Professional Development	Empower- iCA Services Services
10/7/21	SEAS000--Sea Supply	EFT	407.80	4325--Custodial Supplies	EG - Facility Supplies - Cleaning Supplies
10/7/21	THEA008--The Abbey Company	EFT	50,000.00	9320--Deposits	Empower- Security Deposit
10/13/21	AMAZ100--Amazon Capital Services (iCA)	EFT	444.45	4355--Facilities Supplies	EG-Classroom, IT and Facilities Supplies
10/13/21	JIVE000--Jive Communications, Inc.	EFT	178.12	5910--Telephone & Fax	Empower Phone 10.01.21-10.31.21
10/18/21	AMAZ100--Amazon Capital Services (iCA)	EFT	103.28	4330--Health & Safety	EG- Health and Safety and Facilities Supplies
10/18/21	ERIC000--Eric Armin Inc	EFT	408.30	4305--Educational Supplies (CI	Empower Generations
10/18/21	PROC000--Procopio, Cory, Hagreaves & Savitch	EFT	2,508.00	5808--Professional Services -	EG- General Operational Legal Advice
10/20/21	ILEA300--iLEAD California	EFT	39.98	5940--Postage Expense	Empower- iCA -Postage
10/20/21	THEA008--The Abbey Company	EFT	2,000.00	5610--Rent - Facilities Rent a	Empower- October Rent
10/20/21	VALE006--Valencia Fulfillment Inc	EFT	21.50	5829--Operating Expenditures -	EG- Graduation Supplies

\$128,792.57



iDEAL

iLEAD Design Element Alignment Lens

Board Presentation
October, 2021



The Composition

A decade in the
making...



...through the
eyes of MY
story!
:)

iDEAL



Design
Element

Indicator

Look-fors

Indicator

Look-fors

Indicator

Look-fors

Design
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"THE ILEAD WAY"

iDEAL



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HOW WE DO IT



iDEAL

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Look-fors

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WHAT IT LOOKS LIKE

The Rollout Process



iDEAL Rollout Process

Directors'
Basic
Training
(August SDC)

Initial Staff
Training
(Camp Make)

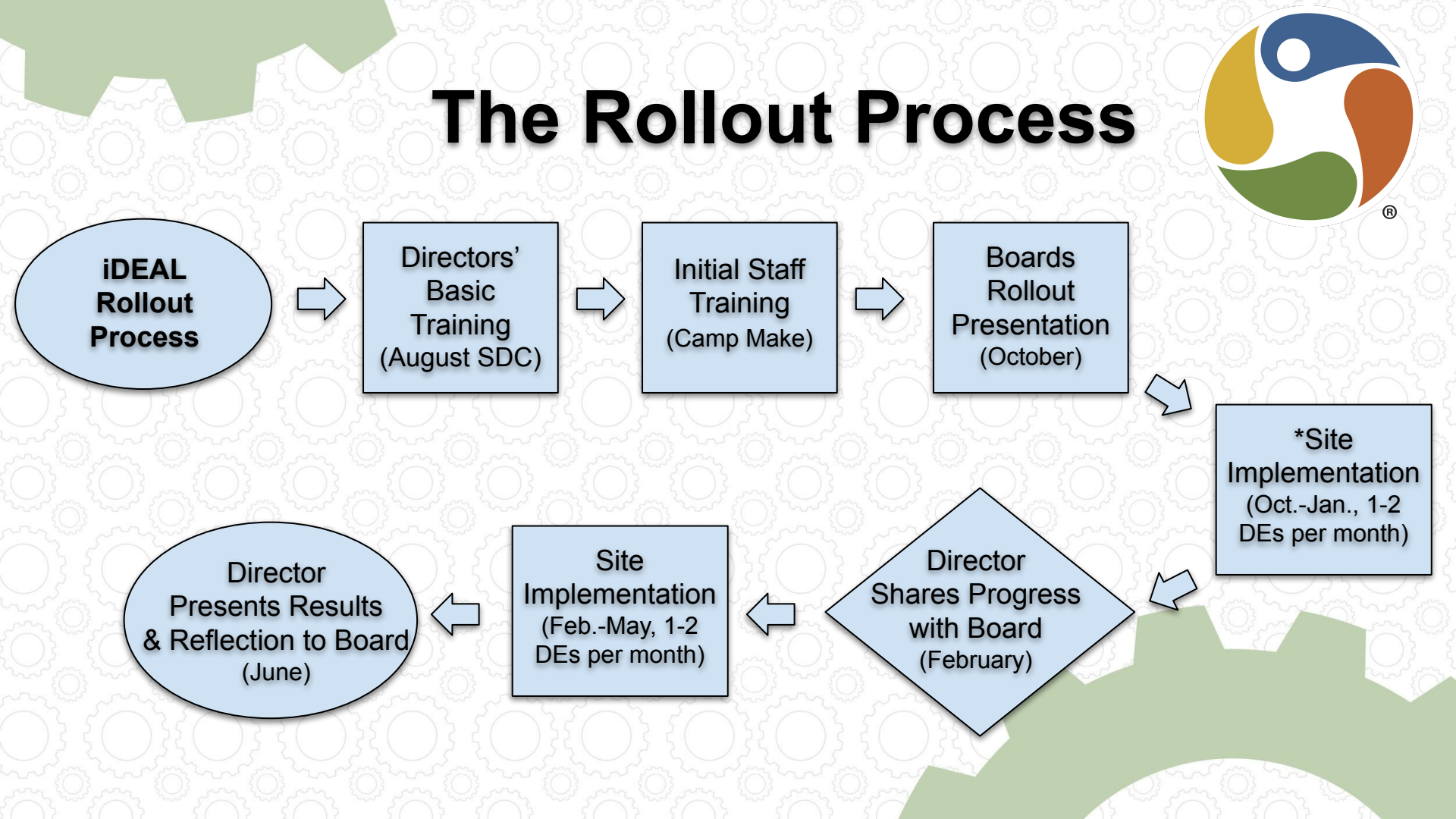
Boards
Rollout
Presentation
(October)

*Site
Implementation
(Oct.-Jan., 1-2
DEs per month)

Director
Presents Results
& Reflection to Board
(June)

Site
Implementation
(Feb.-May, 1-2
DEs per month)

Director
Shares Progress
with Board
(February)

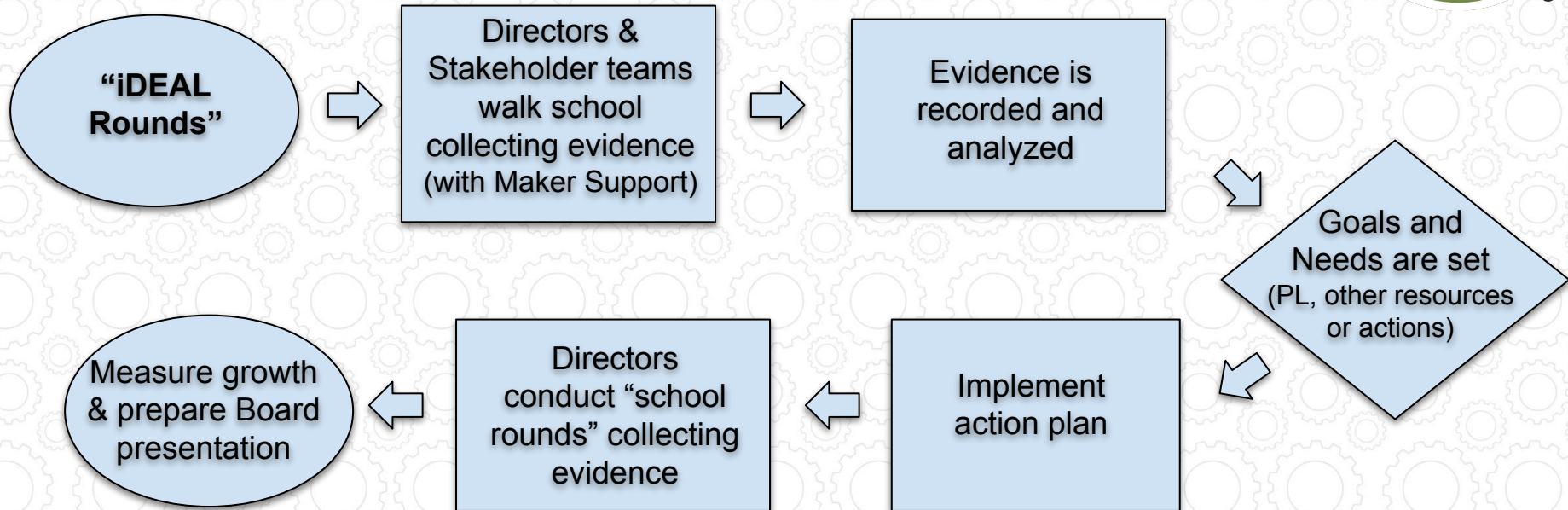


The Implementation

- Short and mid-range targets
- At the class/facilitator level
- At the team/grade level
- At the school level



The Implementation Process





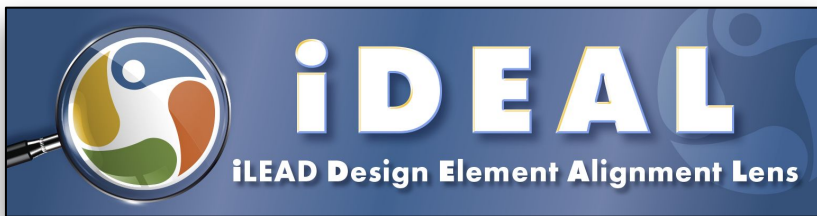
Implementation Timeline

2021-2022

Month	Design Element Focus Areas
Oct/Nov	SEL: iRESPECT Learning Environment
Nov/Dec	Inclusion
January	Project-Based Learning
February	Literacy Instruction Math Instruction
March	Technology – Learners Technology – Educators
April	Accountability & Assessment
May	College & Career Readiness English Language Development
June	The 5 Pillars of iLEAD STEAM Instruction



The Design



Social-Emotional Learning

iRESPECT

iLEAD creates a culture of collaboration and respect through this framework that begins with inspiring joy and building relationships to trust between learners, facilitators, parents, and administration. This framework creates behavior expectations and routines that establish a classroom culture promoting beautiful work, mutual respect, cooperation, self-discipline, and personal responsibility, while also providing the structure and security learners need to reach their academic and social-emotional potential.

iDEAL Continuum of Practice - Evaluation Legend

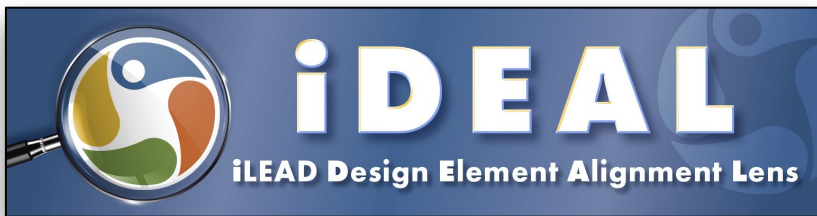
Not yet (NY) - This is not something I/we have explored yet.

Exploring (EX) - I/We understand this. I/We have checked this out.

Experimenting (EP) - I/We sometimes do this. I/We are trying it out.

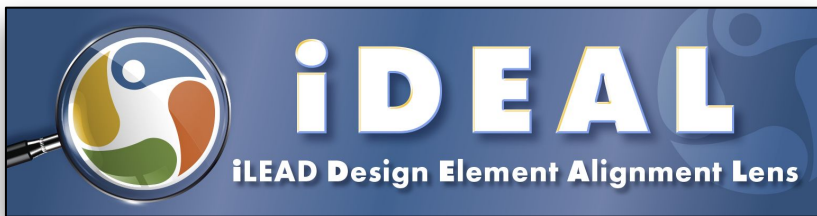
Embracing (EM) - This is central to my/our practice.

Indicator/Criteria	Rubric Score				Evidence: For each element, please list the evidence that was collected and analyzed, and supports the assigned scores
	NY	EX	EP	EM	
Inspire Joy					<ul style="list-style-type: none"> Self-Evaluation Rubric Suggested “Look fors” Survey for goal-setting
Relationships					
Engagement					
Shared Control and Responsibility					



iLEAD iRESPECT Look Fors	
Inspire Joy	<ul style="list-style-type: none"> • Learners play, explore, and experiment in the Outdoor classroom • Learners are encouraged to play, tinker, build, and create • Learners have opportunities for passion-based learning • Learning activities include opportunities for games, hands-on exploration, innovation, and collaboration • Learners have opportunities to learn outside the classroom through field trips, community service projects, etc.
Relationships	<ul style="list-style-type: none"> • Learners participate in Morning Meeting (K-5) and Advisory (Secondary) daily • School leaders and staff use a variety of strategies to encourage learners to • School leaders and staff build a positive school culture and community and manage behavior effectively • Parents are viewed as partners and encouraged to participate in:

- Self-Evaluation Rubric
- **Suggested “Look fors”**
- Survey for goal-setting



Section 2 of 10

Inspire Joy



The school learning environment is a place where facilitators and learners are joyful about the learning and the work. Deep engagement and curiosity are the norm along with learners and facilitators who are self-directed.

What evidence of Inspiring Joy can you find in your school or program? Select all that apply.

- ☐ Play-based Learning
- ☐ Outdoor Classroom
- ☐ Project-based Learning
- ☐ Voice and Choice

- Self-Evaluation Rubric
- Suggested “Look fors”
- **Survey for goal-setting**



Questions?

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2020 to June 30, 2021

Charter School Name: 19753090134619

CDS #: EmpowerGenerations FY2021 UnauditedActuals FinalforDistrict 09102021

Charter Approving Entity: Acton-Aqua Dulce Unified School District

County: Los Angeles

Charter #: 1836

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

☐ **Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 7438, 9400-9489, 9660-9669, 9796, and 9797)

☒ **Modified Accrual Basis** (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
A. REVENUES				
1. LCFF Sources				
State Aid - Current Year	8011	1,060,161.00		1,060,161.00
Education Protection Account State Aid - Current Year	8012	18,192.00		18,192.00
State Aid - Prior Years	8019	(38.00)		(38.00)
Transfers to Charter Schools in Lieu of Property Taxes	8096	42,479.00		42,479.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		1,120,794.00	0.00	1,120,794.00
2. Federal Revenues (see NOTE in Section L)				
No Child Left Behind/Every Student Succeeds Act	8290		27,556.00	27,556.00
Special Education - Federal	8181, 8182		13,094.00	13,094.00
Child Nutrition - Federal	8220		57.00	57.00
Donated Food Commodities	8221		0.00	0.00
Other Federal Revenues	8110, 8260-8299		7,921.00	7,921.00
Total, Federal Revenues		0.00	48,628.00	48,628.00
3. Other State Revenues				
Special Education - State	StateRevSE		54,752.00	54,752.00
All Other State Revenues	StateRevAO	17,885.00	16,985.00	34,870.00
Total, Other State Revenues		17,885.00	71,737.00	89,622.00
4. Other Local Revenues				
All Other Local Revenues	LocalRevAO	84,900.00		84,900.00
Total, Local Revenues		84,900.00	0.00	84,900.00
5. TOTAL REVENUES		1,223,579.00	120,365.00	1,343,944.00
B. EXPENDITURES (see NOTE in Section L)				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	204,578.22	13,192.78	217,771.00
Certificated Pupil Support Salaries	1200		56,160.09	56,160.09
Certificated Supervisors' and Administrators' Salaries	1300			0.00
Other Certificated Salaries	1900			0.00
Total, Certificated Salaries		204,578.22	69,352.87	273,931.09
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	83,757.00		83,757.00
Noncertificated Support Salaries	2200		2,655.84	2,655.84
Noncertificated Supervisors' and Administrators' Salaries	2300	82,000.00		82,000.00
Clerical, Technical and Office Salaries	2400	53,251.00		53,251.00
Other Noncertificated Salaries	2900	8,221.00		8,221.00
Total, Noncertificated Salaries		227,229.00	2,655.84	229,884.84

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2020 to June 30, 2021

Charter School Name: 19753090134619

CDS #: EmpowerGenerations FY2021 UnauditedActuals FinalforDistrict 09102021

Description	Object Code	Unrestricted	Restricted	Total
3. Employee Benefits				
STRS	3101-3102	34,848.31	8,492.69	43,341.00
PERS	3201-3202			0.00
OASDI / Medicare / Alternative	3301-3302	9,297.11	10,887.89	20,185.00
Health and Welfare Benefits	3401-3402	48,987.39	932.61	49,920.00
Unemployment Insurance	3501-3502	5,396.00		5,396.00
Workers' Compensation Insurance	3601-3602	7,703.00		7,703.00
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902			0.00
Total, Employee Benefits		106,231.81	20,313.19	126,545.00
4. Books and Supplies				
Approved Textbooks and Core Curricula Materials	4100	6,421.00		6,421.00
Books and Other Reference Materials	4200	860.00		860.00
Materials and Supplies	4300	7,219.00		7,219.00
Noncapitalized Equipment	4400	5,206.00		5,206.00
Food	4700	1,374.00		1,374.00
Total, Books and Supplies		21,080.00	0.00	21,080.00
5. Services and Other Operating Expenditures				
Subagreements for Services	5100			0.00
Travel and Conferences	5200	2,358.00		2,358.00
Dues and Memberships	5300	5,125.00		5,125.00
Insurance	5400	3,430.00		3,430.00
Operations and Housekeeping Services	5500			0.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	89,988.00		89,988.00
Transfers of Direct Costs	5700-5799			0.00
Professional/Consulting Services and Operating Expend.	5800	255,515.00	96,674.00	352,189.00
Communications	5900	10,451.00		10,451.00
Total, Services and Other Operating Expenditures		366,867.00	96,674.00	463,541.00
6. Capital Outlay				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Depreciation Expense (accrual basis only)	6900			0.00
Total, Capital Outlay		0.00	0.00	0.00
7. Other Outgo				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438			0.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		0.00	0.00	0.00
Total, Other Outgo		0.00	0.00	0.00
8. TOTAL EXPENDITURES		925,986.03	188,995.90	1,114,981.93

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2020 to June 30, 2021

Charter School Name: 19753090134619

CDS #: EmpowerGenerations FY2021 UnauditedActuals FinalforDistrict 09102021

Description	Object Code	Unrestricted	Restricted	Total
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		297,592.97	(68,630.90)	228,962.07
D. OTHER FINANCING SOURCES / USES				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999			0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)		297,592.97	(68,630.90)	228,962.07
F. FUND BALANCE / NET POSITION				
1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	209,308.60	(79,274.08)	130,034.52
b. Adjustments/Restatements	9793, 9795	55,578.00		55,578.00
c. Adjusted Beginning Fund Balance /Net Position		264,886.60	(79,274.08)	185,612.52
2. Ending Fund Balance /Net Position, June 30 (E+F 1c)		562,479.57	(147,904.98)	414,574.59
Components of Ending Fund Balance (Modified Accrual Basis only)				
a. Nonspendable				
1. Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712	652.67		652.67
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740		0.00	0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M	561,826.90	(147,904.98)	413,921.92
3. Components of Ending Net Position (Accrual Basis only)				
a. Net Investment in Capital Assets	9796			0.00
b. Restricted Net Position	9797			0.00
c. Unrestricted Net Position	9790A			0.00

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2020 to June 30, 2021

Charter School Name: 19753090134619

CDS #: EmpowerGenerations FY2021 UnauditedActuals FinalforDistrict 09102021

Description	Object Code	Unrestricted	Restricted	Total
G. ASSETS				
1. Cash				
In County Treasury	9110			0.00
Fair Value Adjustment to Cash in County Treasury	9111			0.00
In Banks	9120	621,245.00		621,245.00
In Revolving Fund	9130			0.00
With Fiscal Agent/Trustee	9135			0.00
Collections Awaiting Deposit	9140			0.00
2. Investments	9150			0.00
3. Accounts Receivable	9200	479,675.00	(147,904.98)	331,770.02
4. Due from Grantor Governments	9290			0.00
5. Stores	9320	652.67		652.67
6. Prepaid Expenditures (Expenses)	9330			0.00
7. Other Current Assets	9340			0.00
8. Capital Assets (accrual basis only)	9400-9489			0.00
9. TOTAL ASSETS		1,101,572.67	(147,904.98)	953,667.69
H. DEFERRED OUTFLOWS OF RESOURCES				
1. Deferred Outflows of Resources	9490			0.00
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
I. LIABILITIES				
1. Accounts Payable	9500	149,093.00		149,093.00
2. Due to Grantor Governments	9590			0.00
3. Current Loans	9640	390,000.00		390,000.00
4. Unearned Revenue	9650			0.00
5. Long-Term Liabilities (accrual basis only)	9660-9669			0.00
6. TOTAL LIABILITIES		539,093.00	0.00	539,093.00
J. DEFERRED INFLOWS OF RESOURCES				
1. Deferred Inflows of Resources	9690			0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
K. FUND BALANCE /NET POSITION				
Ending Fund Balance /Net Position, June 30 (G9 + H2) - (I6 + J2) (must agree with Line F2)		562,479.67	(147,904.98)	414,574.69

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2020 to June 30, 2021

Charter School Name: 19753090134619

CDS #: EmpowerGenerations FY2021 UnauditedActuals FinalforDistrict 09102021

L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT

NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. none	\$ 0.00	0.00	0.00
b. none	0.00	0.00	0.00
c. none	0.00	0.00	0.00
d. none	0.00	0.00	0.00
e. none	0.00	0.00	0.00
f. none	0.00	0.00	0.00
g. none	0.00	0.00	0.00
h. none	0.00	0.00	0.00
i. none	0.00	0.00	0.00
j. none	0.00	0.00	0.00
TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE	0.00	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures	Amount (Enter "0.00" if none)
a. Certificated Salaries 1000-1999	0.00
b. Noncertificated Salaries 2000-2999	0.00
c. Employee Benefits 3000-3999	0.00
d. Books and Supplies 4000-4999	0.00
e. Services and Other Operating Expenditures 5000-5999	0.00
TOTAL COMMUNITY SERVICES EXPENDITURES	0.00

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2020 to June 30, 2021

Charter School Name: 19753090134619

CDS #: EmpowerGenerations_FY2021_UnauditedActuals_FinalforDistrict_09102021

3. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2019-20 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2022-23.

a. Total Expenditures (B8)	1,114,981.93
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	48,628.00
c. Subtotal of State & Local Expenditures [a minus b]	1,066,353.93
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total]	0.00
TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE [c minus d minus e]	\$ 1,066,353.93



ESSER III Expenditure Plan

Board Approved:

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Empower Generations	Malaka Donovan, Director	malaka.donovan@empowergenerations.org (818) 675-7500

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address learners' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support learners.

Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
Empower Generations LCAP	LCAP
COVID-19 Safety Plan & Prevention Program	COVID Safety Plan

Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of learners.

Total ESSER III funds received by the LEA

\$171,703

Plan Section	Total Planned ESSER III Expenditures
Strategies for Continuous and Safe In-Person Learning	\$95,000
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	\$38,351
Use of Any Remaining Funds	\$38,352

Total ESSER III funds included in this plan

\$171,703

Community Engagement

An LEA's decisions about how to use its ESSER III funds will directly impact the learners, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA's ESSER III Expenditure Plan.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

Through working with parent groups, the school received feedback on specific needs as a result of the pandemic. The staff analyzed data to develop the plan. They reviewed the plan with staff at meetings on the development of the plan. State and local requirements were monitored so that the plan remained current to ensure the facilities were prepared to be an ongoing safe space for instruction, social emotional needs were being met, and learning gaps addressed. The information was also discussed at board meetings that are open to the public.

A description of how the development of the plan was influenced by community input.

Based on input and learner need, additional technology, staffing, safety measures, curriculum, and/or social emotional supports were added to support the learners and mitigate learning loss.

Actions and Expenditures to Address Learner Needs

The following is the LEA's plan for using its ESSER III funds to meet learners' academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan.

Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

\$95,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
COVID-19 Safety Plan & Prevention Program; LCAP Goal 1, Action 9	Additional Staff	Assure a safe and clean space for in-person instruction including but not limited to hiring additional office staff, custodians, care team providers, social workers, substitute facilitators, a nurse and/or facilitators (to support learners who are quarantined).	\$90,000
COVID-19 Safety Plan & Prevention Program; LCAP Goal 1, Action 9	Cleaning	Purchase supplies and/or support to sanitize and clean the facilities, and/or equipment and furniture to maximize social distancing. This includes but is not limited to masks, signage, desk dividers, hand sanitizer, etc.	\$2,500
COVID-19 Safety Plan & Prevention Program; LCAP Goal 1, Action 9	Facility Repair & Improvements	School facility repairs and improvements to maximize preparedness and reduce the risk of virus transmission and exposure.	\$2,500

Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

Total ESSER III funds being used to address the academic impact of lost instructional time

\$38,351

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
LCAP: Goal 1, Actions 3, 5, 6 & 7; Goal 2, Action 5	Learning Loss	Mitigate learning loss targeting all kids below proficiency including but not limited to professional development, curriculum, and/or school supplies.	\$28,351
N/A	Staffing	Incentive for hiring hard-to-fill positions.	\$10,000

Use of Any Remaining Funds

A description of how the LEA will use any remaining ESSER III funds, as applicable.

Total ESSER III funds being used to implement additional actions

\$38,352

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
LCAP Goal 2, Actions 7, 8, 9, 10	Mental Health	Purchase of advisory curriculum and trauma-informed curriculum and/or programs to support social-emotional learning.	\$25,000
N/A	Technology	Provide technology and/or additional support for learning activities.	\$8,000

N/A	School Equipment	School equipment updates and purchases to support classroom activities and hands-on learning opportunities.	\$2,352
LCAP Goal 2, Action 2; Goal 3, Action 2	High School	Increase opportunities for high school learners to pursue career interests.	\$2,000
LCAP Goal 2, Action 4	Transportation	Transportation services to serve low income learner needs, return learners to in-person instruction, mitigate learner attendance loss, and improve engagement.	\$1,000

Ensuring Interventions are Addressing Learner Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all learners, and particularly those learners most impacted by the COVID–19 pandemic. The following is the LEA’s plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its learners, and particularly those learners most impacted by the COVID–19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
State & Local Assessments	Analysis of state and local assessment: NWEA MAP assessments will be administered to learners in all grades levels in ELA and Math to measure learner progress on specific standards addressed during the school year. CAASPP results for ELA and Math	Semester/Annually
Social Emotional Supports	Staff feedback based on semester social-emotional reports of progress of each learner across all grade levels.	Semester
Cleaning and Maintaining Healthy and Safe Facilities	Safety walks FIT tool for SARC	Ongoing/Annually

**ESSER III Expenditure Plan
Executive Summary for Board Information
October 2021**

Local educational agencies (LEAs) that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan detailing how they will use their ESSER III funds to, at a minimum, address learners' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. The plan is required to address the following:

- The extent to which and how the funds will be used to implement prevention and mitigation strategies that are, to the greatest extent practicable, consistent with the most recent CDC guidance on reopening schools, in order to continuously and safely open and operate schools for in-person learning.
- How the LEA will use the minimum of 20% of funds it reserves for learning loss to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive after school programs, or extended school year programs.
- How the LEA will spend its remaining ESSER III funds consistent with the allowable uses.
- How the LEA will ensure that the interventions it implements, including but not limited to the interventions to address learning loss, will respond to the academic, social, emotional, and mental health needs of all learners, and particularly those learners disproportionately impacted by the COVID-19 pandemic, including learners from low-income families, learners of color, English learners, children with disabilities, learners experiencing homelessness, children in foster care, and migratory learners.

In developing their plan, LEAs must engage in meaningful consultation with specified educational partners, including: learners; families; school and charter school administrators (including special education administrators); and facilitators, directors, school leaders, other educators, school staff, and their unions. In addition, LEAs must also engage in meaningful consultation, to the extent they are present or served by the LEA, with: Tribes; civil rights organizations (including disability rights organizations); and stakeholders representing the interests of children with disabilities, English learners, children experiencing homelessness, children in foster care, migratory learners, children who are incarcerated, and other underserved learners. Finally, LEAs must provide the opportunity to provide public input and take such input into account.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its County Office of Education (COE) for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval. In addition, the plan must be made publicly available on the LEA's website.

Malaka Donovan, School Director

**10TH STREET COMMERCE CENTER
LEASE AGREEMENT**

BASIC LEASE INFORMATION

Date: September 1, 2021.

Landlord: AP-LANCASTER LLC, a Delaware limited liability company.

Tenant: EMPOWER GENERATIONS, a California non-profit corporation.

The Premises: 44236 W. 10th Street, Suite A, and 44234 W. 10th Street, Lancaster, California, containing a total of approximately 9,810 rentable square feet.

The Project: 10th Street Commerce Center in the City of Lancaster, California.

Term: One Hundred Twenty-nine (129) full calendar months after the Commencement Date; subject to extension as provided in Section 4.5 below.

Commencement Date: The later of (i) the Delivery Date (as defined in Section 4.3 below), and (ii) November 1, 2021, subject to Sections 4.2 and 4.3 below.

Base Rent: \$10,300.50 per month, subject to adjustment as provided in Section 5.2 below and Exhibit "B" attached hereto.

Tenant's Percentage Share: 10.33%.

Monthly Operating Expense Charge: \$3,240.33 per month, subject to adjustment as provided in Section 5.3 below.

Security Deposit: \$50,000.00. See also Section 7 below.

Use: Subject to all applicable zoning and use requirements of the City of Lancaster and all applicable local, state and federal laws, the Premises shall be used for educational purposes including the operation of Empower Generations public charter school and other uses reasonably ancillary thereto and related general office, and no other use or purpose without Landlord's prior written consent.

Landlord's and Tenant's Address for Notices:

If to Landlord:

AP-Lancaster LLC
c/o The Abbey Management Company LLC
12447 Lewis Street, Suite 203
Garden Grove, CA 92840
Attn: Property Manager
Fax: 562.435.2109
Phone: 562.435.2100

If to Tenant:

Empower Generations
Attn: Malaka Donovan, Director
44236 W. 10th St., Suite A
Lancaster, CA 93534
Phone: 661.429.3264
Email: malaka.donovan@empowergenerations.org

Parking: Thirty-nine (39) unreserved parking permits.

Brokers: InSite EFS, LLC for Tenant; The Abbey Management Company LLC for Landlord.

This Basic Lease Information shall be a part of this Lease, provided that in the event of any conflict between any Basic Lease Information and the provisions contained in the body of this Lease, the latter shall control.

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into by and between **AP-LANCASTER LLC, a Delaware limited liability company** ("Landlord") and **EMPOWER GENERATIONS, a California non-profit corporation** ("Tenant"), as of September 1, 2021.

A. Unless this Lease provides for a contrary standard, whenever in this Lease the consent or approval of Landlord or Tenant is required, such consent or approval shall not be unreasonably withheld or delayed (except, however, with respect to any Landlord consent, for matters which could possibly have an effect on the Building's plumbing, heating, mechanical, life safety, ventilation, air conditioning or electrical systems (the "Building Systems"), which could affect the structural integrity of the Building, which could affect the exterior appearance of the Building, or which could affect the security of the Building. Landlord may withhold such consent or approval in its sole discretion but shall act in good faith); and

B. Unless a contrary standard or right is set forth in this Lease, whenever Landlord or Tenant is granted a right to take action, exercise discretion, or make an allocation, judgment or other determination, Landlord or Tenant shall act reasonably and in good faith and take no action which might result in the frustration of the reasonable expectations of a sophisticated tenant and a sophisticated landlord concerning the benefits to be enjoyed under this Lease.

Landlord and Tenant specifically agree as follows:

1. **LEASE OF PREMISES.** In consideration of the Rent (as defined at Section 5.4) and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises shown on the floor plan attached hereto as Exhibit "A". The Premises are located within the Building and Project described in Section 2 below. Tenant shall have the nonexclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants and invitees, to use the "Common Areas".

2. **DEFINITIONS.** As used in this Lease, the following terms shall have the following meanings:

a. **Base Rent:** \$10,300.50 per month, subject to adjustment as provided in Section 5.2 and Exhibit "B".

b. **Brokers:** InSite EFS, LLC for Tenant ("Tenant's Broker"); The Abbey Management Company LLC for Landlord.

c. Intentionally deleted.

d. **Commencement Date:** The later of (i) the Delivery Date (as defined in Section 4.3 below), and (ii) November 1, 2021, subject to Sections 4.2 and 4.3 below.

e. **Common Areas:** The term "Common Areas" shall mean those portions of the Project which are provided, from time to time, for use in common by Landlord, Tenant and any other tenants of the Project, which may include, without limitation, public entrances, lobbies and rest rooms, fitness centers and similar amenities, elevators, stairways and access ways, loading docks, ramps, drives and platforms and any passageways and service ways thereto, common pipes, conduits, wires and appurtenant equipment serving the Project or any portion thereof, loading and unloading areas, trash areas, parking areas, roadways, sidewalks, walkways, parkways, driveways, and landscaped areas, and other generally understood public or common areas. Landlord shall have the right to regulate or restrict the use of the Common Areas.

f. **Expiration Date:** One Hundred Twenty-nine (129) full calendar months after the Commencement Date, unless otherwise sooner terminated in accordance with the provisions of this Lease, subject to extension as provided in Section 4.5 below.

g. Intentionally deleted.

h. **Term:** The period commencing on the Commencement Date and expiring at 11:59 p.m. on the Expiration Date.

i. **Monthly Operating Expense Charge.** \$3,240.33 per month, subject to adjustment as provided in Section 5.3 below.

j. Intentionally deleted.

k. Premises: That portion of the Building containing a total of approximately 9,810 rentable square feet of space and known as 44236 W. 10th Street, Suite A, and 44234 W. 10th Street, Lancaster, California, as more particularly shown on Exhibit "A".

l. Project: The building of which the Premises are a part (the "Building") and any other improvements on the real property located at 44204 - 44276 W. 10th Street, Lancaster, California and known as 10th Street Commerce Center (the "Project"). The Project is located on the site plan attached hereto as Exhibit "A".

m. Tenant's Use Clause: Subject to all applicable zoning and use requirements of the City of Lancaster and all applicable local, state and federal laws, the Premises shall be used for educational purposes including the operation of Empower Generations public charter school and other uses reasonably ancillary thereto and related general office, and no other use or purpose without Landlord's prior written consent.

n. Rentable/Usable Area: As to both the Premises and the Project, the respective measurements of floor area as may from time to time be subject to lease by Tenant and all tenants of the Project, respectively, as determined by Landlord from time to time and applied on a consistent basis throughout the Project. Any adjustments to the Rentable Area or Usable Area of the Premises or the Rentable Area of the Project made by Landlord shall accordingly adjust all amounts and figures in this Lease which are specifically determined based upon Rentable Area or Usable Area.

o. Security Deposit: \$50,000.00. See also Section 7 below.

p. Tenant's Percentage Share: 10.33%. Such share is the product obtained by multiplying (i) 100 by (ii) the quotient obtained by dividing the Rentable Square Feet of the Premises by the total Rentable Square Feet of the Project. Tenant's Percentage Share shall initially be as specified in this paragraph 2(p) and shall be subject to adjustment in the event of a change in the Rentable Square Feet of the Premises and/or the Project (with Tenant's Percentage Share as to the calendar year in which any such change occurs being determined on a pro rata basis based on the number of days during such calendar year at each such percentage share). The Project contains a total Rentable Area of 96,588 square feet as of the date of this Lease.

q. Intentionally deleted.

r. Parking Privileges: Thirty-nine (39) unreserved parking permits.

3. **EXHIBITS**. The exhibits listed below are incorporated by reference in this Lease:

- a. EXHIBIT "A" - BUILDING SPACE PLAN SHOWING THE PREMISES
- EXHIBIT "A-1" - FLOOR PLAN OF THE PREMISES
- EXHIBIT "A-2" - SITE PLAN OF THE PROJECT
- b. EXHIBIT "B" - SCHEDULED INCREASES OF BASE RENT
- c. EXHIBIT "C" - EARLY TERMINATION PAYMENT-COSTS AND AMORTIZATION SCHEDULE
- d. EXHIBIT "D" - SIGNAGE PROGRAM
- e. EXHIBIT "E" - RULES AND REGULATIONS
- f. EXHIBIT "F" - TENANT'S INSURANCE REQUIREMENTS
- g. EXHIBIT "G" - SAMPLE FORM OF NOTICE OF LEASE TERM DATES
- h. EXHIBIT "H" - WORK LETTER AGREEMENT
- EXHIBIT "H-1" - SCOPE OF WORK
- EXHIBIT "H-2" - THE CONSTRUCTION DOCUMENTS

4. **COMMENCEMENT DATE; DELIVERY OF THE PREMISES; OPTIONS TO EXTEND THE TERM.**

4.1 Effective Date. The Lease will become effective when signed and delivered by Landlord to Tenant.

4.2 Commencement Date. Subject to Section 4.3 below, the Term of this Lease and Tenant's obligation to pay Rent, as such term is defined in Section 5.4 below, shall commence on the date that is the later of (i) the Delivery Date (as defined in Section 4.3 below), and (ii) November 1, 2021 – which date, once determined, shall be referred to herein as the "Commencement Date".

4.3 Delivery of Premises. Landlord will deliver possession of the Premises to Tenant in its current "as is" condition following the date that Landlord's Work is substantially completed (as defined in Exhibit "H" attached hereto); which date, once determined, shall be referred to herein as the "Delivery Date". Except for Landlord's Work, Landlord shall deliver the Premises to Tenant with Landlord performing no tenant improvement work, nor providing any warranty regarding the condition of the Premises or its fitness for Tenant's intended use. If, for any reason not caused by Tenant, Landlord cannot deliver possession of the Premises to Tenant on the Delivery Date, this Lease will not be void or voidable, nor will Landlord be liable to Tenant for any loss or damage resulting from such delay, but in such event, the Commencement Date and Tenant's obligation to pay Rent will not commence until the date that Landlord delivers the Premises to Tenant as contemplated herein. If the delay in possession is caused by Tenant, then the Term and Tenant's obligation to pay Rent will commence as of the Commencement Date even if Tenant has not had early possession of the Premises. Notwithstanding the foregoing, Landlord will not be obligated to deliver possession of the Premises to Tenant (but Tenant will be liable for Rent if Landlord can otherwise deliver the Premises to Tenant) until Landlord has received from Tenant all of the following: (i) a copy of this Lease fully executed by Tenant; (ii) the Security Deposit and the first installment of monthly Base Rent; and (iii) copies of insurance certificates as required in this Lease.

4.4 Early Entry Into Premises. Upon the Delivery Date or upon sooner notice from Landlord pursuant to Sections 2 and 6 of the Work Letter Agreement (Exhibit "H"), Tenant may enter into the Premises for the purpose of completing the Initial Leasehold Improvements, installing furniture, special flooring or carpeting, trade fixtures, telephones, computers, photocopy equipment, and other business equipment. Such early entry will not advance the Commencement Date, provided Tenant does not commence business operations from any part of the Premises. If Tenant is allowed early entry, Landlord shall not be responsible for, and Tenant is required to obtain insurance covering, any loss, including theft, damage or destruction to any work or material installed or stored by Tenant or Landlord, or by any contractor or individual involved in the completion of the tenant improvement work for Tenant, or for any injury to Tenant or Tenant's agents, contractors or employees or to any other person. Landlord shall have the right to post the appropriate notices of non-responsibility and to require Tenant to provide Landlord with evidence that Tenant has fulfilled its obligation to provide insurance pursuant to this Lease. All terms and conditions of this Lease shall apply to Tenant's early entry into the Premises except for the payment of Rent.

4.5 Notice of Commencement Date. Upon the establishment of the Commencement Date, Landlord shall send Tenant notice of the occurrence of the Commencement Date in the form attached hereto as Exhibit "G", which notice Tenant shall acknowledge by executing a copy of the notice and returning it to Landlord. If Tenant fails to sign and return the notice to Landlord within ten (10) days of receipt of the notice from Landlord, the notice as sent by Landlord shall be deemed to have correctly set forth the Commencement Date. Failure of Landlord to send such notice shall have no effect on the Commencement Date. Notwithstanding anything in this Lease to the contrary, in the event that the Expiration Date of this Lease is scheduled to occur on a date that falls within a regularly scheduled school session, then the Term of this Lease shall be increased (using the notice set forth above) so that it falls on the next occurring July 31st; it is the parties' intent to make such an adjustment at the time that the foregoing notice is used to establish the Commencement Date and re-state the schedule of Base Rent.

4.6 Options to Extend the Term. Provided Tenant is not in default at the time an Extension Notice (as hereinafter defined) is received by Landlord, or thereafter until the commencement of the applicable Option Term (as hereinafter defined), Tenant shall have the option to extend the Term for two (2) additional terms (each an "Option Term") of sixty (60) months following the expiration of the original Term, or the first Option Term, as applicable. Tenant shall exercise its rights under this Section 4.6, if at all, by delivering written notice (an "Extension Notice") to Landlord of Tenant's election to so extend the then current Term by the applicable Option Term, no later than nine (9) full calendar months, and no earlier than fifteen (15) full calendar months, prior to the expiration of the then current Term. Tenant's occupancy of the Premises during an Option Term shall be subject to all of the terms and conditions of this Lease, except that (i) an Option Term, having been exercised, shall no longer be available, (ii) Base Rent payable by Tenant shall be equal to the greater of (A) the fair market rental rate (as to comparable space in the Project) for the Premises as of the commencement date of the Option Term (the "FMRR"), as determined pursuant to this Section 4.6, and (B) 102.5% of the Base Rent payable by Tenant as of the last day of the current Term; (iii) on each one (1) year anniversary of the commencement date of the Option Term, the Base Rent payable by Tenant shall increase by 2.5% of the Base Rent payable immediately prior to such anniversary; and (iv) Landlord shall have no obligation to pay any rental concession to Tenant or to improve or otherwise modify the Premises, nor to contribute to the costs of the same. If Tenant fails to deliver its Extension Notice within the time and in the manner set forth above, then Tenant's right to extend the Term of this Lease by an Option Term shall expire and be of no further force and effect.

Within thirty (30) days following the date it receives an Extension Notice from Tenant, Landlord shall deliver written notice ("Landlord's FMRR Notice") to Tenant stating Landlord's proposed FMRR for the Premises upon commencement of the then applicable Option Term. Following Tenant's receipt of Landlord's FMRR Notice, Tenant shall accept or reject the FMRR stated in Landlord's notice within thirty (30) days following Tenant's receipt of such

notice, and Tenant shall be deemed to have approved Landlord's proposed FMRR if it fails to deliver written notice of rejection within such time. If Tenant timely rejects the FMRR stated in Landlord's FMRR Notice, then Landlord and Tenant shall meet within ten (10) days following such rejection in an effort to agree upon the FMRR of the Premises.

If Landlord and Tenant are unable to agree upon the FMRR within ten (10) days following the expiration of the preceding 10-day period, then Landlord and Tenant shall each appoint an appraiser to appraise the FMRR of the Premises upon the commencement of an Option Term, and shall concurrently with such appointment notify the other party, in writing, of the appraiser so appointed. Each appraiser shall complete his/her appraisal within fourteen (14) days following the expiration of the 10-day period within which their appointment was to occur, and shall deliver a copy of his/her final appraisal to both Landlord and Tenant. If the two appraisers' appraisals differ by ten percent (10%) or less, then the FMRR of the Premises upon commencement of an Option Term shall be the average of the two appraisals. If the two appraisers' appraisals differ by more than ten percent (10%), then the two appraisers shall within ten (10) business days jointly appoint a third appraiser (who shall not be provided with a copy of the prior appraisals or otherwise informed of the results thereof), and the FMRR of the Premises upon commencement of an Option Term shall be the average of the third appraisal and the other of the two appraisals which is closest in value to the third appraisal. The third appraiser shall complete its appraisal within fourteen (14) days following his/her appointment. Any appraiser appointed pursuant to this Section 4.6 must be a licensed commercial real estate appraiser with at least 10 years of experience in the market in which the Project is located.

Tenant acknowledges and agrees that the Option Terms granted herein are consecutive, and therefore Tenant's proper and timely exercise of the option right giving rise to the first Option Term is a condition precedent to Tenant's right to exercise the option right giving rise to the second Option Term. The option rights granted above are personal to the original Tenant named in this Amendment, and may be exercised only by the original Tenant named in this Lease, or Tenant's Permitted Transferee as described in Section 16(e) below, while occupying the entire Premises, and who does so without the intent to thereafter assign the Lease or sublet all or any portion of the Premises. Following Tenant's exercise of an Option Term, at Landlord's option, the parties shall enter into a written agreement reflecting the extension of the Term upon the terms provided for herein, which agreement shall be executed within fifteen (15) days after determination of the FMRR of the applicable Option Term.

4.7 Tenant's Limited Right of Early Termination. Provided Tenant is not in default at the time of Landlord's receipt of Tenant's Early Termination Notice (as defined below), or thereafter until the Early Termination Date (as defined below), Tenant shall have the one-time right to terminate this Lease on **August 1, 2026** (the "**Early Termination Date**"), subject to the terms and provisions of this Section 4.7. The early termination rights of Tenant described in this Section 4.7 are expressly conditioned upon the termination or nonrenewal of Tenant's charter for Tenant's operation as contemplated under this Lease, provided that the same is brought about by circumstances outside of Tenant's reasonable control, or upon the enactment, repeal, or change of any valid federal, state, or local law, regulation, or court or administrative decision or order, or any other action by an applicable governmental authority possessing jurisdiction which prohibits Tenant's continued operation pursuant to its charter at the Premises.

Notwithstanding the terms and provisions contained in this Section 4.7, if Tenant desires to exercise the foregoing early termination right, then Tenant shall deliver to Landlord concurrently with the Early Termination Notice, written documentation or other reasonably sufficient evidence (the "Supporting Documentation") indicating that one or more of the circumstances described above has occurred, and a reasonably detailed explanation of the circumstances of same. Tenant shall exercise this early termination right, if at all, by providing Landlord (i) not less than ninety (90) days' written notice (the "Early Termination Notice") prior to the Early Termination Date, (ii) the Supporting Documentation, and (iii) a termination fee (the "Early Termination Payment") equal to the sum of the unamortized portion of (1) Landlord's Work, (2) all leasing commissions paid by Landlord in connection with this Lease, and (3) the Abated Amount (as defined in Section 5.2 below), amortized over the Lease Term at eight percent (8%) per annum as set forth in the Early Termination Payment – Costs and Amortization Schedule in Exhibit "C", which Landlord shall provide to Tenant when transmitting the Notice of Lease Term Dates (as described in Section 4.5 above) and shall be attached hereto and incorporated herein.

If Tenant timely and properly exercises the early termination right and delivers the Supporting Documentation and the Early Termination Payment, then (i) monthly Rent and all other charges payable under this Lease shall be paid through and apportioned as of the applicable Early Termination Date; (ii) neither party shall have any rights, liabilities, or obligations under the Lease for the period accruing after the applicable Early Termination Date, except those which, by the provisions of this Lease, expressly survive the expiration or termination of this Lease; (iii) Tenant shall surrender and vacate the Premises and deliver possession thereof to Landlord on or before the applicable Early Termination Date in the condition required under this Lease; (iv) Tenant shall be deemed to have surrendered the then-current Security Deposit amount to Landlord and Landlord shall be entitled to retain such amount as additional consideration for Tenant's right to terminate this Lease early; and (v) Landlord and Tenant shall enter into a written agreement, to be prepared by Landlord, reflecting the termination of this Lease upon the terms provided for herein, which agreement shall be executed within thirty (30) days after Tenant exercises the early

termination option; Tenant's execution of such written agreement shall be a condition to the effectiveness of Tenant's exercise of its early termination option.

4.8 Contingency Period. Notwithstanding anything to the contrary herein, Tenant shall have fifteen (15) business days from the full execution of this Lease by Landlord and Tenant (the "**Contingency Period**") for Tenant and its representatives to review and inspect the Project and the Premises, including all building systems thereto, and to review all existing building warranties and representations. Landlord shall grant Tenant and its representatives such access as may be reasonably necessary to conduct the review and inspection during the Contingency Period. At any time during the Contingency Period, Landlord and/or Tenant may cancel this Lease without penalty by providing written notice to the other party prior to 5:00 p.m. on the last day of the Contingency Period. Upon the cancellation of this Lease pursuant to this Section 4.8, Landlord and Tenant shall be mutually released from this Lease without any further rights or obligations, this Lease shall terminate as of the date of Tenant's written notice to Landlord, and neither party shall be entitled to any other form of relief from the other party with respect to this Lease or the Premises.

5. **RENT.**

5.1 Payment of Base Rent. Tenant agrees to pay Base Rent for the Premises. Base Rent shall be payable monthly in advance on the first day of each calendar month of the Term. If the Term begins (or ends) on other than the first (or last) day of a calendar month, the Base Rent for the partial month shall be prorated on a per diem basis (calculated on the basis of a thirty (30) day month). Tenant shall pay Landlord the first monthly installment of Base Rent when Tenant executes this Lease.

5.2 Partial Abatement of Base Rent. Base Rent for the Premises is \$10,300.50 per month for the first 24 full calendar months of the initial Term of this Lease, but provided that Tenant is not in default of any material term or obligation of this Lease (past applicable notice and cure periods) and subject to Section 28.4 below, Landlord agrees to abate \$2,815.47 of the Base Rent due for the first twenty-four (24) full calendar months of the initial Term of this Lease, for a total abated amount of **\$67,571.28** (the "Abated Amount")

5.3 Project Operating Costs.

a. Throughout the Term of this Lease, Tenant agrees to pay to Landlord as additional rent, in addition to the Base Rent and all other payments due under this Lease, and in accordance with the terms of this Section 5, Tenant's Percentage Share of Project Operating Costs. Project Operating Costs are defined in Section 5.3(b)(1) below.

b. It is the intention hereunder to estimate from time to time the amount of Tenant's Percentage Share of Project Operating Costs for each calendar year during the Lease Term, and then to make an adjustment (as hereinafter provided) based on the actual amount of Tenant's Percentage Share of Project Operating Costs.

(1) The term "Project Operating Costs" shall consist of all direct costs of operation, repair and maintenance of the Project and its Common Areas as determined by standard accounting practices, calculated assuming the Building is fully occupied. Such direct costs of operation, repair and maintenance shall include, without limitation, the cost of: (a) intentionally deleted; (b) intentionally deleted; (c) water, sewer and other similar governmental charges; (d) insurance for which Landlord is responsible hereunder or which Landlord or any lender with a first lien affecting the Premises or Project reasonably deems necessary in connection with the operation of the Project; (e) Common Area utilities; (f) janitorial services ((unless Landlord requires Tenant to procure the same directly through one or more service contracts); (g) security; (h) labor; (i) utilities surcharges, or any other costs levied, assessed or imposed by, or at the direction of, or resulting from statutes or regulations or interpretations thereof promulgated by, any federal, state, regional, municipal or local government authority in connection with the use or occupancy of the Project or the Premises; (j) the cost (amortized over such reasonable period as Landlord shall determine together with interest at the maximum rate allowed by law on the unamortized balance) of any capital improvements made to the Project by Landlord that (i) reduce other Project Operating Costs, (ii) are required under any governmental law or regulation, (iii) are required to comply with insurance requirements, (iv) are intended to expand telecommunications service to the Building, or (v) reasonably calculated to improve or maintain the safety, health or access of Project occupants, and otherwise maintain the quality, appearance, or integrity of the Project; (k) costs incurred in the management of the Project, if any (including supplies, wages, salaries and fringe benefits of employees used in the management, operation, repair and maintenance of the Project, and payroll taxes and similar governmental charges with respect thereto; Project management office rental; a management fee; and, if Landlord directly participates in the administration of the Project, an administrative fee in the amount of the expenses actually incurred by Landlord due to such participation); (l) air-conditioning; (m) waste disposal and refuse removal; (n) heating; (o) ventilating; (p) elevator maintenance; (q) supplies; (r) materials; (s) equipment; (t) tools; (u) repair and

maintenance of the structural portions of the Project, including the roof, plumbing, heating, ventilating, air-conditioning, telecommunications and electrical systems installed or furnished by Landlord; (v) operation, maintenance, repair, upkeep and replacement costs of all Common Areas, including related utilities and payroll expenses, rental of (or a reasonable depreciation allowance on) personal property used in such operation or maintenance, painting, lighting, resurfacing, cleaning and similar items, and appropriate reserves for future maintenance, repairs, upkeep or replacement; (w) costs and expenses of gardening and landscaping; (x) maintenance of signs (other than Tenant's signs); (y) intentionally deleted; (z) reasonable audit or verification fees in connection with maintaining and preparing tax and accounting records for the Project; and (aa) any and all impositions and assessments imposed with respect to the Building pursuant to any covenants, conditions and restrictions affecting the Project, the Common Areas, or the Building.

(2) If less than one hundred percent (100%) the total Rentable Area of the Project is occupied during any calendar year during the Term, then Landlord may adjust actual Project Operating Costs for such year (during which less than one hundred percent (100%) occupancy exists) to equal Landlord's reasonable and good faith estimate of what Project Operating Costs would have been had one hundred percent (100%) of the total Rentable Area of the Project been occupied; provided, however, that such adjustment shall apply only to Project Operating Costs which are variable and therefore increase as occupancy of the Project increases. If Landlord is not furnishing any particular work or service (the cost of which, if performed by Landlord, would be included in Project Operating Costs) to a tenant who has undertaken to perform such work or service in lieu of the performance thereof by Landlord, Project Operating Costs shall be deemed to be increased by an amount equal to the additional Project Operating Costs which would reasonably have been incurred during such period by Landlord if Landlord had at its own expense furnished such work or service.

(3) The parties hereby acknowledge and agree that the Rent payable by Tenant under this Lease has been reduced by Landlord based on the representations by Tenant that (i) Tenant is a tax exempt entity under the laws of the United States and the State of California and thus eligible for an exemption or reduction of Real Property Taxes for the portion of the Project that is used for exempt purposes, (ii) during the entire term of this Lease, Tenant shall take all necessary steps to maintain its tax exempt status, and (iii) Tenant shall provide any reasonable cooperation requested by Landlord to assist in Landlord's filing of any documents, forms, affidavits, etc. that Landlord may elect to submit to the applicable taxing authorities in order to seek an exemption or reduction of Real Property Taxes related to the Project. Similarly, Landlord shall provide any reasonable cooperation requested by Tenant to assist in Tenant's filing of any documents, forms, affidavits, etc. that Tenant may elect to submit to the applicable taxing authorities in order to seek an exemption or reduction of Real Property Taxes related to the Project. The parties acknowledge and agree that any exemption or reduction of Real Property Taxes related to Tenant's use of any portion of the Project for exempt purposes shall inure to the benefit of Tenant as required by California Revenue and Taxation Code Section 202.2, and not inure to the benefit of Landlord or other tenants at the project, which the parties agree shall be achieved as follows: provided that Tenant remains a tax-exempt organization, then Tenant shall not be required to pay for any Real Property Taxes associated with the Project. If for any reason outside of Landlord's reasonable control, Tenant's tax exemption (or Landlord's exemption through Tenant's tax exempt status) related to Real Property Taxes associated with the Project is found by the applicable taxing authorities to not apply to any period of time during the term of this Lease, then (notwithstanding anything in this Lease to the contrary) the Security Deposit burn-down provisions set forth in Section 7(b) shall be deemed null and void, Landlord shall be permitted to deduct the amount of property tax assessed after the Commencement Date of this Lease from the Security Deposit, and Tenant shall be required to replenish those amounts deducted from the Security Deposit so that the Security Deposit will always contain at least \$15,000.00 at all times; provided, however, that Landlord agrees to reasonably cooperate with Tenant if Tenant elects to appeal such finding and/or apply to the applicable taxing authorities for a refund of any Real Property Taxes that Tenant is required to pay under this Lease.

(4) Tenant shall pay Tenant's Monthly Percentage Share of Project Operating Costs in advance with each installment of Base Rent, provided, however, that Landlord may at any time during the Lease Term, following written notice to Tenant, adjust Tenant's Monthly Percentage Share of Project Operating Costs to reflect current expenditures, and thereafter, all payments by Tenant shall be based upon such notice.

(5) On or before May 1st of each calendar year (or as soon thereafter as is practical), Landlord shall deliver to Tenant a statement (the "Statement") setting forth the actual amount of Tenant's Percentage Share of Project Operating Costs for the preceding calendar year. If the actual amount of Tenant's Percentage Share of Project Operating Costs for the previous calendar year exceeds the total payments of Tenant's Monthly Percentage Share of Operating Costs made by Tenant for such year, Tenant shall pay Landlord the amount of the deficiency within thirty (30) days of the receipt of the Statement. If such total exceeds the actual amount of Tenant's Percentage Share of Project Operating Costs for such calendar year, then Landlord shall credit against Tenant's next ensuing payment(s) of Tenant's Monthly Percentage Share of Operating Costs an amount equal to the difference until the credit is exhausted. Upon termination of this Lease, Landlord may bill Tenant, and Tenant shall pay within thirty (30) days of its receipt of such bill, Landlord's estimate of Tenant's Percentage Share of Operating Costs for the year of such termination; Tenant shall receive a credit for any installments of Tenant's Monthly Percentage Share of

Operating Costs paid prior to termination. If a credit is due from Landlord on the Expiration Date, Landlord shall pay Tenant the amount of the credit within thirty (30) days of the Expiration Date. The obligations of Tenant and Landlord to make payments required under this Section 5.3 shall survive the Expiration Date. Tenant's Percentage Share of Project Operating Costs in any calendar year having less than 365 days shall be appropriately prorated.

(6) Tenant shall have a period of twelve (12) months following receipt of the Statement, within which to inspect, at Landlord's office during normal business hours, Landlord's books and records concerning Project Operating Costs for the Building for the preceding calendar year period in question. It is agreed and understood that the period within which Tenant may inspect Landlord's books and records concerning Project Operating Costs for any given year shall expire twelve (12) months following Tenant's receipt of the Statement furnished to Tenant pursuant to (c) above or else Tenant's rights to inspect or audit such books and records for the Project Operating Costs for such year shall be deemed waived. Any such inspection may only be done by Tenant, Tenant's authorized agent or representative, or a certified public accountant, and in no event may such inspection be done by a person or entity which is being paid on a contingency fee basis. If Tenant shall not have availed itself of such inspection within the time period set forth above, Tenant shall be deemed to have accepted as final and determinative the amounts shown on the Statement. If Tenant shall have availed itself of its right to inspect the books and records for the Building within the time period set forth above, and then disputes the accuracy of the information set forth in Landlord's books and records with respect to the Statement, Tenant shall nevertheless continue to pay the amounts as required by the provisions of this Section; provided however, that no later than eighteen (18) months after receipt of the Statement, Tenant must (or its right to contest such charges shall be deemed waived) institute arbitration proceedings against Landlord in an arbitration proceeding governed by the rules of the American Arbitration Association to collect and recover any overpayments made by Tenant resulting from errors in the books and records of Landlord; and provided further, that Tenant shall, within ten (10) days of filing of the complaint, serve Landlord with a copy of the complaint filed in any such proceeding. Tenant shall be precluded from contesting Project Operating Costs and Landlord's computations of the amounts payable by Landlord or Tenant pursuant to this Section unless an arbitration complaint is filed and served within such 18-month period. Should the arbitrator(s) in any such arbitration proceeding find errors in excess of ten percent (10%) of the Project Operating Costs, then Landlord shall be responsible for all reasonable fees incurred by Tenant with respect to the arbitration proceeding ("Audit Fee"), but in no event shall Landlord be responsible for the amount of any Audit Fee which is in excess of the total amount of the overcharge determined by the arbitrator(s). Should the arbitrator(s) find errors of less than four percent (4%) of the Project Operating Costs, then Tenant shall be responsible for all the reasonable fees incurred by Landlord with respect to the arbitration proceeding. Should the arbitrator(s) find errors of between four percent (4%) and ten percent (10%) of the Project Operating Costs, then each party shall be responsible for all fees incurred by it with respect to the arbitration proceeding and Tenant shall be entitled to receive interest at the Interest Rate (as defined elsewhere in the Lease) on the amount of the overcharge for the period from the payment thereof by Tenant to the date on which such amount is refunded to Tenant by Landlord.

(7) If Tenant institutes such arbitration proceedings, then the arbitrator(s) shall have the power to, and shall inquire into and determine, not only whether or not Tenant was overcharged for any Project Operating Costs, but whether or not Tenant was undercharged for any Project Operating Costs. At the conclusion of the arbitration, the arbitrator(s) shall issue a ruling as to what Tenant's Percentage Share of Project Operating Costs should have been had Landlord strictly complied with the provisions of this Lease. If Landlord overcharged Tenant for Tenant's Percentage Share of Project Operating Costs, the amount of the overcharge shall be returned to Tenant within thirty (30) days following the issuance of the arbitration ruling. If the arbitrator(s) determine(s) that Tenant was undercharged for Tenant's Percentage Share of Project Operating Costs, Tenant shall pay the amount of such undercharge to Landlord within thirty (30) days following the issuance of the arbitration ruling. Tenant's rights and remedies with respect to any errors and/or overcharges made by Landlord with respect to Project Operating Costs shall be limited to those expressly set forth in this Section.

(8) Tenant shall not divulge, or allow its agents or representatives to divulge, the results of any inspection or audit performed pursuant to this Section to any third parties (other than Tenant's officers, directors, employees, accountants, auditor, charter authorizers and attorneys as required in the conduct of Tenant's business, or as otherwise required by applicable Laws, including without limitation the California Public Records Act and the Charter Schools Act); except in the case of any litigation concerning this Lease, in which event Tenant shall use its best efforts to keep such terms and provisions confidential. Except as otherwise set forth in this Section 5.3, Tenant's disclosure of such information to any other person shall constitute a material breach of this Lease.

5.4 Definition of Rent. All costs and expenses which Tenant assumes or agrees to pay to Landlord under this Lease shall be deemed additional rent (which, together with the Base Rent, is sometimes referred to as the "Rent"). The Rent shall be paid to the Building manager (or other person) and at such place as Landlord may from time to time designate in writing, without any prior demand therefor and without deduction or offset, in lawful money of the United States of America. As to delinquent payment of Rent, such payments will be applied to any outstanding items in order of priority as determined by Landlord in its sole and absolute discretion.

5.5 Rent Control. If the amount of Rent or any other payment due under this Lease violates the terms of any governmental restrictions on such Rent or payment, then the Rent or payment due during the period of such restrictions shall be the maximum amount allowable under those restrictions. Upon termination of the restrictions, Landlord shall, to the extent it is legally permitted, recover from Tenant the difference between the amounts received during the period of the restrictions and the amounts Landlord would have received had there been no restrictions.

5.6 Taxes on Tenant's Property. If required by applicable laws, Tenant shall be liable for and shall pay, at least ten (10) days before delinquency, taxes levied against any personal property or trade fixtures placed by Tenant in or about the Premises. If any such taxes on Tenant's personal property or trade fixtures are levied against Landlord or Landlord's property, or if the assessed value of the Premises is increased by the inclusion of any value placed upon Tenant's personal property or trade fixtures, and if Landlord, after written notice to Tenant, pays the taxes based upon such increased assessment, which Landlord may do regardless of the validity of such taxes (but only under proper protest if requested by Tenant), Tenant shall upon demand repay to Landlord the taxes levied against Landlord, or the proportion of such taxes resulting from such increase in the assessment. In any such event, Tenant shall have the right, at Tenant's sole cost and expense, to bring suit in any court of competent jurisdiction in the name of Landlord and with Landlord's full cooperation, to recover the amount of any such taxes so paid under protest. Any amount so recovered shall belong to Tenant.

6. **INTEREST AND LATE CHARGES**. If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at 10% per annum (the "Interest Rate") from the date such amount is due until the date paid. Tenant acknowledges that the late payment of any Rent due hereunder will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs, processing and accounting expenses, and late charges that may be imposed on Landlord by the terms of any encumbrance (and companion promissory note) covering the Project, the exact amount of which are extremely difficult to ascertain. Therefore, in addition to interest, if any monthly installment of Rent or other sum of money due hereunder is not received by Landlord within five (5) days from the date it is due, Tenant shall pay Landlord a late charge equal to (i) ten percent (10%) of the delinquent amount, or (ii) \$500.00, whichever is greater. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses of and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease. If Tenant incurs a late charge more than two (2) times in any period of twelve (12) months during the Lease Term, then, notwithstanding that Tenant cures the late payments for which such late charges are imposed, Landlord will have the right to require Tenant thereafter to pay all installments of Monthly Base Rent quarterly in advance in the form of a cashier's check throughout the remainder of the Lease Term. In the event that any payments of any kind made by Tenant are returned for insufficient funds, Tenant shall pay to Landlord upon receipt of written demand (1) the actual NSF fee charged by the respective bank, and (2) an additional handling charge of up to \$60.00 (which amounts shall be deemed Additional Rent), and thereafter, Landlord may require Tenant to pay all future payments of Rent or other sums due by money order or cashier's check.

7. **SECURITY DEPOSIT.**

(a) Tenant agrees to deposit with Landlord the Security Deposit set forth in paragraph 2(o) upon execution of this Lease, as security for Tenant's faithful performance of its obligations under this Lease. Landlord and Tenant agree that the Security Deposit may be commingled with funds of Landlord and Landlord shall have no obligation or liability for payment of interest on such deposit. Tenant shall not mortgage, assign, transfer or encumber the Security Deposit without the prior written consent of Landlord and any attempt by Tenant to do so without prior written consent of Landlord shall be void, without force or effect and shall not be binding upon Landlord.

If Tenant fails to pay any Rent or other amount when due and payable under this Lease, or fails to perform any of the terms hereof, Landlord may appropriate and apply or use all or any portion of the Security Deposit for Rent payments or any other amount then due and unpaid, for payment of any amount for which Landlord has become obligated as a result of Tenant's default or breach, and for any loss or damage sustained by Landlord as a result of Tenant's default or breach, and Landlord may so apply or use this deposit without prejudice to any other remedy Landlord may have by reason of Tenant's default or breach. If Landlord so uses any of the Security Deposit, Tenant shall, within ten (10) days after written demand therefor, restore the Security Deposit to the full amount originally deposited; Tenant's failure to do so shall constitute an act of default hereunder and Landlord shall have the right to exercise any remedy provided for at Section 28 hereof. Within a reasonable amount of time after the Term (or any extension thereof) has expired or Tenant has vacated the Premises, whichever shall last occur, and provided Tenant is not then in default of any of its obligations hereunder, Landlord shall return the Security Deposit (or balance remaining after application of the Security Deposit to remedy defaults on the part of Tenant in the payment of Rent or other obligations of Tenant pursuant to this Lease) to Tenant or, if Tenant has assigned its interest under this Lease,

to the last assignee of Tenant. If Landlord sells its interest in the Premises, Landlord may deliver the Security Deposit to the purchaser of Landlord's interest and thereupon be relieved of any further liability or obligation with respect to the Security Deposit. Tenant expressly waives the benefits California Civil Code Section 1950.7, or any statute now or hereafter in effect which would otherwise restrict the application of any portion of the Security Deposit to remedy any default, whenever occurring, by Tenant under this Lease.

(b) Provided Tenant has not previously been in default (past applicable notice and cure periods) of any material term of this Lease, then (i) on or about the first day of the 61st full calendar month of the initial Term of this Lease, \$10,000.00 of the Security Deposit amount held by Landlord will be drawn and allocated to Tenant's lease account, to be applied to the next due installments of Rent, and (ii) on or about the first day of the 73rd full calendar month of the initial Term of this Lease, \$10,000.00 of the Security Deposit amount held by Landlord will be drawn and allocated to Tenant's lease account, and (iii) on or about the first day of the 85th full calendar month of the initial Term of this Lease, \$5,000.00 of the Security Deposit amount held by Landlord will be drawn and allocated to Tenant's lease account to be applied to the next due installments of Rent, and the remaining amount shall be held as the Security Deposit by Landlord in accordance with the terms of this Section 7.

8. USE.

a. Tenant's Use of the Premises. Tenant shall use the Premises solely for the purposes set forth in Section 2(m) above. Tenant shall not use or occupy the Premises in violation of law or any covenant, condition or restriction affecting the Building or Project or Certificate of Occupancy issued for the Premises, Building or Project, and shall, upon notice from Landlord, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or any such Certificate of Occupancy. Tenant, at Tenant's own cost and expense, shall comply with all laws, ordinances, regulations, rules and/or any directives of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or its use or occupation. A judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, rules and/or directives in the use of the Premises shall be deemed to be a conclusive determination of that fact as between Landlord and Tenant. In the event that Tenant is found to have knowingly used the Premises for any use that is felonious and/or criminal, then such use may be deemed by Landlord to be an incurable default, and Landlord shall have the right to terminate this Lease upon three (3) days prior written notice to Tenant. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Building or Project and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Services Office or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this Section. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or Project, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises. Tenant shall not place a load upon the Premises exceeding the average pounds of live load per square foot of floor area specified for the Building by Landlord's architect, with the partitions to be considered a part of the live load. Landlord reserves the right to prescribe the weight and position of all safes, files and heavy equipment which Tenant desires to place in the Premises so as to distribute their weight properly. Further, Tenant's business machines and mechanical equipment which cause vibration or noise that may be transmitted to the Building structure or to any other space in the Building shall be installed, maintained and used by Tenant so as to eliminate such vibration or noise. Tenant shall be responsible for the cost of all structural engineering required to determine structural load. The business name under which Tenant will do business at the Project is subject to Landlord's prior written approval.

b. Play Area. Subject to the applicable provisions of this Section 8(b), Tenant shall have the exclusive use of the approximately 500 square foot portion of the Project Common Area (the "Play Area") depicted on Exhibit "A" attached hereto and incorporated herein, for use as a fenced play area for Tenant's students during hours of Tenant's business. The Play Area shall be deemed a part of the Premises for all purposes under this Lease except for the calculation of Base Rent and Project Operating Costs.

(1) Maintenance of the Play Area. Tenant shall, at its sole cost and expense, maintain and repair the entire Play Area (including all barriers and fences), and keep the same in a safe and sanitary condition during the Term of this Lease which shall include, without limitation, using commercially reasonable efforts to preventing moisture from the acts of Tenant (or its agents, contractors, employees and invitees) from entering, penetrating or otherwise damaging any portion of the Building or other building at the Project, including but not limited to walls, ceilings, floors, electrical wiring and mechanical apparatus. In the event that the underground sewer, water supply, electrical supply or other cabling that serves the Project in general (and not the Play Area exclusively)

requires repair and/or maintenance, and the same is not necessitated by the negligence or willful misconduct of Tenant or its employees, agents or guests, Landlord shall be responsible for performing such maintenance or repair, and Tenant shall provide Landlord and its employees, contractors, and agents reasonable access to the Play Area in order to perform such repair and/or maintenance work. In the event that Landlord incurs any expenses in connection with the repair and maintenance of the Play Area that would otherwise be the responsibility of Tenant pursuant to the applicable terms of this Lease, then (A) provided Tenant is provided prior written notice from Landlord of its intent to complete such repairs or maintenance, and (B) Tenant fails commence such repairs and maintenance within five (5) business days after its receipt of such notice (and diligently pursues such repairs and maintenance to completion), Tenant shall reimburse Landlord for any such expenses within fifteen (15) days of receiving an invoice from Landlord setting forth the detail of such expenses.

(2) Landlord's Approval. Except as specifically set forth in this Section 2, Tenant shall not install any alterations or improvements of any kind (including, without limitation planters, medians or landscaping) without first obtaining Landlord's written approval, which shall not be unreasonably withheld, conditioned or delayed, of the type, scope and location of such alterations or improvements.

(3) Restoration of the Play Area. Tenant, at its sole cost and expense, at the expiration or earlier termination of the Term of the Lease, shall remove from the Play Area any non-softscape improvements or alterations installed by Tenant, and repair any damages to the Premises, the Project, and/or the Play Area that are caused by such removal.

c. Hazardous Materials. Except for ordinary and general office supplies, such as copier toner, liquid paper, glue, ink, ordinary and customary materials reasonably used in the normal course of Tenant's Use, including materials as may be used in art, science and other instructional activities, and common household cleaning materials and medical supplies and medical waste stored, used, handled, and disposed of in compliance with all applicable laws and or regulations (some or all of which may constitute "Hazardous Materials" as defined in this Lease), Tenant agrees not to cause or permit any Hazardous Materials to be brought upon, stored, used, handled, generated, released or disposed of on, in, under or about the Premises, the Building, the Common Areas or any other portion of the Project by Tenant, its agents, employees, permitted subtenants, permitted assignees, permitted licensees, contractors or invitees (collectively, "Tenant's Parties"), without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. Upon the expiration or earlier termination of this Lease, Tenant agrees to promptly remove from the Premises, the Building and the Project, at its sole cost and expense and in compliance with all applicable Requirements, any and all Hazardous Materials, including any equipment or systems containing Hazardous Materials which are installed, brought upon, stored, used, generated or released upon, in, under or about the Premises, the Building and/or the Project or any portion thereof by Tenant or any of Tenant's Parties. To the fullest extent permitted by law, Tenant agrees to promptly indemnify, protect, defend and hold harmless Landlord and Landlord's members, and their respective members, partners, officers, directors, employees, agents, successors and assigns (collectively, "Landlord Indemnified Parties") from and against any and all claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs (including, without limitation, investigation, monitoring, clean up, removal, remediation and restoration costs, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees and court costs) which arise or result from the presence of Hazardous Materials on, in, under or about the Premises, the Building or any other portion of the Project and which are caused or permitted by Tenant or any of Tenant's Parties. Tenant agrees to promptly notify Landlord of any release of Hazardous Materials at the Premises, the Building or any other portion of the Project which Tenant becomes aware of during the Term of this Lease, whether caused or permitted by Tenant, Tenant's Parties or any other persons or entities. In the event of any release of Hazardous Materials caused or permitted by Tenant or any of Tenant's Parties, Landlord shall have the right, but not the obligation, to cause Tenant to immediately take all steps Landlord deems necessary or appropriate to investigate or remediate such release and prevent any similar future release to the satisfaction of Landlord and Landlord's mortgagee(s). At all times during the Term of this Lease, Landlord will have the right, but not the obligation, to enter upon the Premises to inspect, investigate, sample and/or monitor the Premises to determine if Tenant is in compliance with the terms of this Lease regarding Hazardous Materials. As used in this Lease, the term "Hazardous Materials" shall mean and include any substance or material that is now or hereafter described or designated as a toxic or hazardous substance, waste or material or a pollutant or contaminant or medical, infectious, biohazardous, biomedical or "sharps" waste, or words of similar import under any law, statute, ordinance, rule, regulation, order or ruling of any agency of the State, the United States Government or any local governmental authority, including, without limitation, asbestos, petroleum, petroleum hydrocarbons and petroleum based products, urea formaldehyde foam insulation, polychlorinated biphenyls ("PCBs"), and freon and other chlorofluorocarbons and chemicals which may cause cancer or reproductive toxicity. The provisions of this section 8(c) shall survive the expiration or earlier termination of this Lease.

d. Hours of Operation. Subject to closures due to (i) events of strikes, fire, pandemics, or casualty, public health orders, restrictions or other public health recommendations related to school closures or operations, and reasonable periods of time for actual remodeling of the Premises as permitted hereunder and (ii) regularly scheduled

closures for holidays and breaks between school sessions, the entire Premises shall be continuously and uninterrupted used and operated during normal school hours, between the hours of 8:00 am to 2:00 pm Monday through Friday (but in any event Tenant need not operate its business during school breaks or on Easter Sunday or on Christmas, Thanksgiving or New Year's Days) and for no other purpose whatsoever, without the prior written consent of Landlord which shall be given in Landlord's sole and absolute discretion. The hours of operation set forth herein are suggested business hours and are not to be interpreted as preventing Tenant from operating its business at times other than as set forth herein, provided any such operation is in compliance with all the terms and conditions of this Lease and is approved in writing by Landlord.

e. Noise. Tenant shall, throughout the Lease Term and at Tenant's sole expense, take reasonable steps, at the request of Landlord, to keep the Premises and/or premises occupied by other tenants free of loud sounds, including music, loudspeakers, television or radio associated with Tenant's business or from the operation of any instrument, apparatus, equipment, radio, television or amplification system, noting that Tenant's Use of the Premises, including the Play Area, as a school is subject to causing some noise and disruption. Upon Tenant's receipt of notice of any complaint of noise that may be resulting from, directly or indirectly, the operation of Tenant's business that is objectionable to Landlord or to other tenants, Tenant, at Tenant's sole expense, shall take such reasonable steps as may be necessary to remedy such noise. Notwithstanding the foregoing, if Tenant fails to immediately remedy such noise to Landlord's sole satisfaction, the parties shall meet and confer to identify a reasonable solution to accommodate Tenant's Use without ongoing noise complaints, and noting that Landlord's Work includes the installation of new walls that provide noise proofing materials and/or barriers.

f. Odors. Tenant shall, at all times, at Tenant's sole cost and expense, maintain and use the Premises so that no odors, fumes, vapors or gases of any kind shall emanate from the Premises and/or permeate the Building. Upon Tenant's receipt of notice of any complaint of odor that may be resulting from, directly or indirectly, the operation of Tenant's business, that is objectionable to Landlord or any other third party, Tenant, at Tenant's sole expense, shall take such steps as may be necessary to immediately remedy such odor. Notwithstanding the foregoing, if Tenant fails to immediately remedy such odor to Landlord's sole satisfaction, Landlord may, in addition to Landlord's other remedies for breach of Tenant's obligations hereunder, take such action it deems appropriate to cure such odor and the total costs incurred by Landlord therefor, plus a charge of twenty percent (20%) of such costs, shall be paid by Tenant to Landlord within thirty (30) calendar days after written demand by Landlord, provided such action by Landlord shall not be deemed to cure Tenant's breach of its obligations hereunder.

g. Deliveries. All deliveries to and from the Premises shall be made only in such manner and at such times as Landlord may from time to time designate and in a manner so as not to inconvenience other tenants, visitors or invitees of the Building and/or Project. No deliveries shall be made at any hour other than the hours which Landlord shall from time to time prescribe.

h. Licenses and Permits. Tenant shall procure, at its sole cost and expense, any and all licenses and permits which may be required for the conduct of Tenant's business in accordance with the terms of this Lease.

9. **SERVICES AND UTILITIES.** Landlord has installed, or may elect to install, in the Premises utility meters and/or sub-meters to measure all utility services consumed in or for the Premises, and Tenant shall, at Tenant's sole cost and expense, keep said meters and/or sub-meters in good working order, condition and repair. Should Tenant desire to have any other utilities available at the Premises, Tenant shall in similar fashion install the appropriate meters and service-lines and equipment therefore, and maintain the same throughout the duration of the Lease, at Tenant's sole cost and expense, in good working order, condition and repair. Commencing on the Delivery Date and then throughout the Term of this Lease, Tenant shall promptly pay directly to the utility company providing such service all costs for any services metered, chargeable, or provided to the Premises and the Play Area. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (i) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, (ii) failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Premises, Building or Project, or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Premises, Building or Project. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through or in connection with or incidental to failure to furnish any such services. Tenant shall not connect any apparatus with electric current except through existing electrical outlets in the Premises. Tenant specifically agrees to install and maintain at Tenant's expense such basic fire protection equipment as is required by any governmental authority or insurer, including, without limitation, basic emergency lighting, and if so required, Tenant shall appoint one of Tenant's personnel to coordinate with the fire protection facilities and personnel of Landlord.

10. **CONDITION OF THE PREMISES.** Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises, Building or Project or with respect to their suitability for the conduct of Tenant's business, the storage capacity of the Premises, nor to the compliance of the Premises (including without limitation, any tenant improvements or alterations existing in the Premises as of the Commencement Date) with applicable code. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises, Building and Project were at such time in satisfactory condition for Tenant's permitted use. Unless otherwise stated elsewhere in this Lease, as of the date of this Lease, the Premises have not undergone inspection by a Certified Access Specialist (CASp). A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

11. **REPAIRS AND MAINTENANCE.**

a. Landlord's Obligations. Landlord shall repair and maintain the structural portions of the Project, including the foundations, bearing and exterior walls (excluding glass), sub-flooring, roof (excluding skylights), and those portions of the electrical systems, plumbing systems, and main sewer system that are outside the Premises, as well as the gutters and downspouts on the Building which serve the Premises. If such maintenance or repairs are necessitated in whole or part by the act, neglect, fault or omission of Tenant, its agents, servants, employees or invitees, Tenant shall pay to Landlord, as additional rent, the reasonable cost of such maintenance and repairs. Landlord shall not be liable for any failure to make any repairs or perform any maintenance unless such failure persists for an unreasonable time after written notice of the need for such repairs or maintenance is given to Landlord by Tenant. Except as provided in Section 19 hereof, there shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Project, Building or Premises, or in or to the fixtures, appurtenances and equipment therein. Tenant shall not undertake any repair to the Premises, Building or Project that is Landlord's obligation hereunder. Tenant waives the right to make repairs at Landlord's expense under any law, statute, ordinance, rule, regulation, order or ruling (including, without limitation, to the extent the Premises are located in California, the provisions of California Civil Code Sections 1941 and 1942 and any successor statutes or laws of a similar nature).

Notwithstanding the foregoing, if Tenant notifies Landlord in writing of any maintenance or repair required of Landlord as set forth in this Section 11.a., and Landlord fails to commence such maintenance or repair within thirty (30) days after receipt of such written notice from Tenant and to diligently pursue such action to completion as required by the terms of this Lease, then Tenant may perform such maintenance or repair on behalf of Landlord; provided, however, that in the case of emergency repairs, Tenant need only provide Landlord one (1) day written notice. If any action undertaken by Tenant following the requisite notice and cure period under this Section 11.a. was required under the terms of this Lease to be taken by Landlord, then Tenant shall be entitled to offset against Rent payable hereunder the reasonable costs and expenses incurred by Tenant in taking such action.

b. Tenant's Obligations.

(1) By entry hereunder, Tenant accepts the Premises (including the Play Area) in an "AS IS" condition, subject to Landlord's substantial completion of Landlord's Work prior to the Delivery Date. Except as provided in Sections 10 and 11.a. above, Tenant shall, at its sole cost and expense, when and if needed or whenever requested by Landlord to do so, maintain and make all repairs to the Premises (including the Play Area) and every part thereof, and keep, maintain and preserve the Premises in first class condition (excepting ordinary wear and tear) and repair. All costs and expenses incurred in such maintenance and repair shall be paid by Tenant within thirty (30) days after billing by Landlord or such contractor(s). Landlord shall have no obligation to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof and the parties hereto affirm that Landlord has made no representations to Tenant respecting the condition of the Premises, Building or Project, except as specifically herein set forth. Notwithstanding anything to the contrary contained in Section 11.a. and this Section 11.b., Tenant shall maintain and repair at its sole cost and expense, and with maintenance contractors approved by Landlord, which approval shall not be unreasonably withheld, the Premises (including the Play Area) and every part thereof including, without limitation, all walls, storefronts, storefront glass, all other interior and exterior glass, floors, concrete warehouse floors, floor coverings, columns, ceilings, interior and exterior doors, docks, dock doors, dock seals, dock bumpers, load levelers, ramps, truck wells, sump pumps, trash enclosures, rail facilities, fire sprinkler and suppression systems, heating, ventilation, air conditioning, air diffusers, ducting, windows and fixtures, skylights, signs, all electrical systems including without limitation sub-panels, electrical fixtures, lights, ballasts, outlets, j-boxes,

disconnects, all plumbing systems including without limitation water, sewer, and gas mains, lateral lines, connections and fixtures, and all other improvements on or about the Premises excluding Landlord's obligations defined above.

(2) Tenant shall be responsible for performing or paying for (as is applicable) all repairs, maintenance and alterations in and to the Premises (including the Play Area), Building and Project and the facilities and systems thereof, the need for which arises out of (i) Tenant's use or occupancy of the Premises, (ii) the installation, removal, use or operation of Tenant's Property (as defined in Section 13) in the Premises, (iii) the moving of Tenant's Property into or out of the Building, or (iv) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees.

(3) If Tenant fails to maintain the Premises (including the Play Area) in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be repaid by Tenant promptly after demand with interest at the Interest Rate (as such term is defined in Section 6), from the date of such work, but not to exceed the maximum rate then allowed by law. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the use of the Premises by Tenant as a result of performing any such work.

(4) Service Contracts. Tenant shall procure and maintain, at Tenant's sole cost and expense, maintenance contracts with contractors specializing and experienced in the maintenance of the following systems: (i) heating, ventilation and air conditioning ("HVAC") providing for not less than four (4) inspections per year including, but not limited to, annual coil cleaning, quarterly filter changes, pressure checks, condensate pan cleaning, electrical testing, belt inspections, motor lubrication, and visual inspections; if applicable, (ii) fire sprinkler and Fire suppression systems providing for not less than four (4) inspections per year including, but not limited to, all risers, standpipes, lateral lines, jockey boxes, pumps, halon, chemical or other dry systems, sprinkler heads, valves, pressure tests, and monitoring systems. Tenant shall provide Landlord with copies of all maintenance contracts and immediately notify Landlord of any changes, modifications, or cancellations thereof. The foregoing notwithstanding, in the event that Landlord elects to provide maintenance for the items in (i) and (ii) above, Tenant shall reimburse Landlord for Tenant's Percentage Share of such costs, which costs shall be considered an Operating Cost.

Tenant shall arrange for the janitorial services at the Premises on a daily basis, which services can be provided by either an outside janitorial services contractor or by Tenant's employees or agents. The foregoing notwithstanding, in the event that Tenant receives any notice of violation by the Department of Health Services or any other applicable local or state governmental or quasi-governmental body, then Tenant must, at its sole cost and expense, enter into (and keep in full force and effect throughout the Term of this Lease and any extensions hereof) a full service janitorial contract with a janitorial company approved by Landlord to provide janitorial service to the Premises. Landlord shall not provide any janitorial or cleaning service for the Premises. If Tenant directly contracts with a third party for its janitorial services for the Premises, (i) Tenant shall do so at its sole cost and expense, (ii) such third party and its janitors shall comply with Landlord's reasonable rules and regulations with respect to their access to and work in the Premises.

(5) Refuse, Sewage, and Medical Waste. Tenant shall, at Tenant's own cost and expense, cause the removal and disposal of its refuse from the Premises after 5:00 p.m. and before 10:00 a.m. of each day, so as not to create an unsightly appearance, or to inconvenience, render uncomfortable or annoy the tenants, visitors or invitees of or to the Building or Project. All such refuse will be removed through the rear door of the Premises to the location designated by Landlord from which said refuse is to be picked up.

Tenant agrees to not keep any trash, garbage, non-medical waste or other refuse on the Premises except in sanitary containers and agrees to regularly and frequently remove same from the Premises. Tenant shall keep all containers or other equipment used for storage of such materials in a clean and sanitary condition. Tenant shall properly dispose of all sanitary sewage and shall not use the sewage disposal system for the disposal of anything except sanitary sewage. Tenant shall keep the sewage disposal system free of all obstructions and in good operating condition. If the volume of Tenant's trash becomes excessive in Landlord's judgment, Landlord shall have the right to charge Tenant for additional trash disposal services and/or require that Tenant contract directly for additional trash disposal services at Tenant's sole cost and expense. Tenant agrees to handle, store, and dispose of all medical waste (including without limitation all "sharp" waste) in compliance with all applicable requirements.

Without limiting the generality of the foregoing, all such refuse shall be kept in closed cans within the Premises, which cans shall be kept completely out of sight, except when the same are being physically transported, in such closed cans by Tenant to the place of collection designated from time to time by Landlord. Landlord retains the right to require such refuse to be kept in adequately refrigerated space, if any such refrigeration is reasonably

deemed necessary by Landlord. Tenant shall not accumulate or permit materials to accumulate in hallways, service corridors or other Common Areas.

(6) Store Front. Tenant shall, at Tenant's sole cost and expense, professionally maintain and keep clean at all times the interior and exterior of the store front forming the exterior of the Premises, including but not limited to the interior and exterior of all glass windows, partitioning, cases, glass side lights and metal trim around and between the windows, doors and thresholds thereof (the "Store Front"), in a first class manner. Landlord shall not be obligated to clean or otherwise maintain the Store Front. Tenant agrees that any cleaning of the Store Front will, at Tenant's expense, be performed only by a professional contractor approved in advance in writing by Landlord.

Tenant acknowledges that the entire appearance of the Premises, including but not limited to the Store Front, is an essential element of the first class appearance of the Building. Therefore, Tenant agrees that Landlord shall have the right, upon reasonable prior notice to Tenant, to inspect the exterior and interior of the Store Front to verify that Tenant is maintaining and cleaning the interior and exterior of the Store Front in a first-class manner. If Landlord determines that Tenant is not maintaining and cleaning the interior or exterior of the Store Front in a first-class manner, Landlord shall provide notice of this fact to Tenant, and if Tenant does not commence to cure such non-compliance within ten (10) days after receipt of Landlord's notice and thereafter diligently pursue such cure to completion, Landlord may, at Landlord's option, in addition to Landlord's other remedies for breach of Tenant's obligations hereunder cure such non-compliance and charge Tenant for Landlord's costs in connection therewith, plus a fee of 20% of such costs, which charges shall be paid by Tenant to Lessor within ten (10) days after Tenant's receipt of Landlord's demand therefor provided such action by Landlord shall not be deemed to cure Tenant's breach of its obligations hereunder.

(7) Pests. Tenant shall enter into (and keep in full force and effect throughout the Term of the Lease), a full service preventive and remedial extermination contract, with a licensed and bonded pest control operator approved in writing in advance by Landlord, to keep the Premises at all times free from pests and vermin, including control coverage for the following: cockroaches, ants, earwigs, weevils, silverfish, spiders, beetles, rats, mice and rodents of all types, and dry rot and fungus. Without limiting the foregoing, if the Premises becomes infested with pests or vermin, including cockroaches, ants, earwigs, weevils, silverfish, spiders, beetles, rats, mice and rodents of all types or dry rot or fungus, Tenant shall, at Tenant's own cost and expense, cause the same to be exterminated and/or removed, from time to time, to the satisfaction of Landlord.

Notwithstanding the foregoing, if Tenant or Tenant's pest control operator fails to immediately remedy such event of infestation to Landlord's sole satisfaction, Landlord may in addition to Landlord's other remedies for breach of Tenant's obligations hereunder contract with its own pest control operator to remedy such event of infestation, and the total costs incurred by Landlord, plus a fee of 20% of such costs, shall be paid by Tenant to Landlord within thirty (30) calendar days after written demand by Landlord, provided such action by Landlord shall not be deemed to cure Tenant's breach of its obligations hereunder.

(8) Plumbing. Tenant shall, at all times, at Tenant's sole cost and expense, maintain the "Plumbing" for the Premises in good working order. "Plumbing" shall mean all plumbing equipment and related pipes and fixtures which are located within or outside the Premises which solely are for the use of the Premises. Notwithstanding the foregoing, if fails to immediately remedy any problems with the Plumbing to Landlord's sole satisfaction, Landlord may in addition to Landlord's other remedies for breach of Tenant's obligations hereunder remedy such problem, and the total costs incurred by Landlord, plus a fee of 20% of such costs, shall be paid by Tenant to Landlord within thirty (30) calendar days after written demand by Landlord provided such action by Landlord shall not be deemed to cure Tenant's breach of its obligations hereunder.

c. Compliance with Law. Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein.

d. Waiver by Tenant. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.

e. No Liability of Landlord. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other tenant's lease or required by law to make in or to any portion of the Project, Building or Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's business in the Premises.

f. Tenant's Notice. Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.

g. Return of Premises. Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear. Any damage to the Premises, including any structural damage, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment pursuant to Section 13.b. shall, at Landlord's election, be repaired by either Landlord or Tenant, but in either case at Tenant's expense.

12. ALTERATIONS AND ADDITIONS.

a. Tenant shall be allowed to modify the Premises to meet the operational needs of a school. However, Tenant shall not make any additions, alterations or improvements (collectively referred to as "Changes") to the Premises without obtaining the prior written consent of Landlord, which shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant may make minor non-structural Changes costing less than \$5,000.00 in any twelve (12) month period to the Premises without Landlord's consent, but after providing Landlord with ten (10) business days prior written notice of its intent to make such Changes. Landlord's consent may be conditioned on Tenant removing any such Changes upon the expiration of the Term and restoring the Premises to the same condition as on the date Tenant took possession. All work with respect to any Changes shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Landlord, during normal business hours (unless otherwise approved by Landlord), and such work shall be diligently prosecuted to completion. If Landlord permits Tenant to work on Changes before or after normal business hours, any additional costs incurred in operating the Building or Project on account of such work shall be paid for by Tenant promptly after receipt of a bill therefor from Landlord. No Changes shall be permitted which alter the appearances or impair the structural strength of the Building, or in Landlord's opinion lessen the value of the Building or create a potential for unusual expense upon removal of such Changes and restoration of the Premises. Further, no Changes shall be permitted which impair the proper functioning of or access to, any mechanical, electrical, sanitary or other service systems of the Building. Landlord may, at Landlord's option, require that any such work be performed by Landlord's contractor, in which case the cost of such work shall be paid for before commencement of the work.

b. Tenant shall pay the costs of any work done on the Premises pursuant to Section 12.a., and shall keep the Premises, Building and Project free and clear of liens of any kind. Tenant shall indemnify, defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant.

Tenant shall keep Tenant's leasehold interest, and any additions or improvements which are or become the property of Landlord under this Lease, free and clear of all attachment or judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, Tenant shall give Landlord notice of the intended commencement date a sufficient time before that date to enable Landlord to post notices of nonresponsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises, Building or Project, and Landlord shall have the right to enter the Premises and post such notices at any reasonable time. If any such liens are filed, Landlord may, without waiving its rights and remedies based on such breach of Tenant and without releasing Tenant from any of its obligations, cause such liens to be released by any means it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. Tenant shall pay to Landlord at once, upon notice by Landlord, any sum paid by Landlord to remove such liens, together with interest at the maximum rate per annum permitted by law from the date of such payment by Landlord.

c. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1 1/2) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises, to protect Landlord against any liability for mechanic's and materialmen's liens and to insure timely completion of the work. Nothing contained in this Section 12.c. shall relieve Tenant of its obligation under Section 12.b. to keep the Premises, Building and Project free of all liens.

d. All Tenant's Changes and the performance thereof shall at all times comply with (i) all laws, rules, orders, ordinances, directives, regulations and requirements of all governmental authorities, agencies, offices, departments, bureaus and boards having jurisdiction thereof, (ii) all rules, orders, directives, regulations and requirements of the Pacific Fire Rating Bureau, Insurance Services Office or of any similar insurance body or bodies, and (iii) all rules and regulations of Landlord. Tenant shall cause Tenant's Changes to be performed in compliance with the foregoing requirements and in a good and first class workmanlike manner, using materials and equipment at least equal in quality and class to the original installations of the Building. Tenant's Changes shall be performed in such manner as not to interfere with the occupancy of any other tenant in the Building, nor delay, or impose any additional expense

upon Landlord in the construction, maintenance or operation of the Building or Project. Changes shall be performed by contractors or mechanics approved by Landlord who shall coordinate their work in cooperation with any other work being performed in or to the Building. Throughout the performance of Tenant's Changes, Tenant, at its expense, shall carry, or cause to be carried, worker's compensation insurance in statutory limits, and general liability insurance for any occurrence in or about the Building or Project. Such liability policy shall (a) name Landlord and its managing agent as additional insureds, (b) have such limits as Landlord may reasonably prescribe, and (c) be with insurers reasonably satisfactory to Landlord. Tenant shall furnish Landlord with reasonably satisfactory evidence that such insurance is in effect at or before the commencement of construction of such Changes and, on request, at reasonable intervals thereafter during the continuance of construction of such Changes.

e. Tenant further covenants and agrees that any mechanic's lien filed against the Premises, Building, or Project for work claimed to have been done for, or materials claimed to have been furnished to Tenant, will be discharged by Tenant, by bond or otherwise, within fifteen (15) days after the filing thereof, at the cost and expense of Tenant.

f. Unless their removal is required by Landlord as provided in Sections 12.a. and 13.a., all additions, alterations and improvements made to the Premises shall become the property of Landlord and be surrendered with the Premises upon the expiration of the Term; provided, however, Tenant's equipment (including without limitation projectors, smart boards, white boards, food preparation and server equipment, and technology equipment), machinery and indoor and outdoor fixtures installed at the Premises by Tenant shall remain the property of Tenant, shall not be considered a fixture improvement to the Premises, and may be removed by Tenant, subject to the provisions of Section 13.b.

g. Landlord reserves the right at any time and from time to time to make such changes, alterations, additions, improvements, repairs or replacements in or to the Building and/or the Project (including the Premises if required to do so by any law or regulation) and the fixtures and equipment thereof, as well as in or to the street entrances, halls, passages and stairways thereof, as Landlord may deem necessary or desirable. Such changes, alterations, additions, improvements, repairs or replacements shall be without liability to Tenant and shall not constitute an actual or constructive eviction of Tenant nor affect Tenant's obligations under this Lease. Nothing contained in this Section shall be deemed to relieve Tenant of any duty, obligation or liability of Tenant with respect to making any repair, replacement or improvement or complying with any law, order or requirement of any government or other authority and nothing contained in this Section shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, supervision or repair of the Building or Project or any part thereof other than as otherwise provided in this Lease.

h. Tenant agrees to pay Landlord, as additional rent, the reasonable costs of professional services and costs for general conditions of Landlord's third party consultants if utilized by Landlord for review of all plans, specifications and working drawings for any Changes within ten (10) business days after Tenant's receipt of invoices either from Landlord or such consultants.

13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY.

a. All alterations, decorations, additions or improvements upon the Premises made by either party, including (without limiting the generality of the foregoing) all wallcovering, built-in cabinet work, paneling and the like ("Leasehold Improvements"), shall, unless Landlord elects otherwise, become the property of Landlord, and shall remain upon, and be surrendered with and as a part of the Premises at the end of the Term, except that Landlord may by written notice to Tenant given at least thirty (30) days prior to the end of the Term, require Tenant to remove all partitions, counters, railings and the like installed by Tenant, and Tenant shall repair any damage to the Premises arising from such removal, or, at Landlord's option, pay to Landlord all of Landlord's costs of such removal and repair.

b. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal Property owned by Tenant and located in the Premises (collectively "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal. If Tenant fails to remove any of its effects from the Premises upon termination of this Lease for any reason whatsoever, Landlord may, at its option, either (a) remove them in any manner that Landlord shall choose, and store said effects without liability to Tenant for loss thereof, and Tenant agrees to pay Landlord upon demand any and all expenses incurred in such removal, including court costs and attorneys' fees and storage charges on such effects for any length of time that they are in Landlord's possession, or (b) without notice, sell said effects, or any of them at private sale and without legal process, for such price as Landlord may obtain and apply the proceeds of such sale to any amounts due under this Lease from Tenant to Landlord and to the expense incident to the removal and sale of said effects.

14. **RULES AND REGULATIONS.** Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations attached hereto as Exhibit "E" and with such reasonable modifications thereof and additions thereto as Landlord may from time to time make, except for such rules or regulations that conflict with this Lease. Landlord shall not be responsible for any violation of said rules and regulations by other tenants or occupants of the Building or Project, but shall enforce such rules and regulations pursuant to Landlord's rights and obligations under its lease agreements with such other tenants or occupants.

15. **RIGHTS RESERVED BY LANDLORD.** Landlord reserves the following rights, exercisable without liability to Tenant for disturbing Tenant's use or possession of the Premises: a. To name the Building and Project and to change the name or street address of the Building or Project; b. To install and maintain all signs on the exterior and interior of the Building and Project; c. To have pass keys to the Premises and all doors within the Premises, excluding Tenant's vaults and safes; d. At any time during the Term, and on reasonable prior notice to Tenant, to inspect the Premises, and to show the Premises to any prospective purchaser or mortgagee of the Project, or to any assignee of any mortgage on the Project, or to others having an interest in the Project or Landlord, and during the last six (6) months of the Term, to show the Premises to prospective tenants thereof; e. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Building (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises, Building or Project or Landlord's interest therein, or as may be necessary or desirable for the operation or improvement of the Building or in order to comply with laws, orders or requirements of governmental or other authority and f. To enter the Premises for the purpose of posting Notices of Non-Responsibility or other similar notices. Landlord agrees to use its best efforts (except in an emergency) to provide at least 48 hours' advanced notice prior to entering the Premises, to minimize interference with Tenant's business in the Premises in the course of any such entry, and for Landlord and Landlord's representatives to show identification and follow Tenant security protocols to access the Premises during school hours.

16. **ASSIGNMENT AND SUBLETTING.**

(a) Restriction on Transfer. Except as expressly provided in this Paragraph 16, Tenant will not, either voluntarily or by operation of law, assign or encumber this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use or occupancy of the Premises by any party other than Tenant (any such assignment, encumbrance, sublease or the like will sometimes be referred to as a "Transfer"), without the prior written consent of Landlord, which consent Landlord will not unreasonably withhold. For purposes of this Paragraph 16, if Tenant is a corporation, partnership or other entity, any transfer, assignment, encumbrance or hypothecation of fifty percent (50%) or more (individually or in the aggregate) of any stock or other ownership interest in such entity, and/or any transfer, assignment, hypothecation or encumbrance of any controlling ownership or voting interest in such entity, will be deemed a Transfer and will be subject to all of the restrictions and provisions contained in this Paragraph 16; provided, however, this provision will not apply to public corporations, the stock of which is traded through a public stock exchange or over the counter system.

Landlord shall not unreasonably withhold its consent to any proposed Transfer to the proposed transferee on the terms specified in the Transfer Notice (as defined below). The parties hereby agree that it shall be deemed reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed Transfer where one or more the following apply, without limitation as to other reasonable grounds for withholding consent: (1) the transferee is of a character or reputation or engaged in a business which is not consistent with the quality of the Building or Project, or would be a less prestigious occupant of the Building or Project than Tenant; (2) the transferee's intended use of the Premises is inconsistent with the permitted use; (3) the transferee is not a party of reasonable financial worth and/or financial stability in light of the responsibilities involved under the Lease on the date consent is requested; (4) the proposed transferee is a government entity (other than another charter school); (5) the proposed Transfer would cause Landlord to be in violation of another lease or agreement to which Landlord is party, or would give an occupant of the Building a right to cancel its lease; or (6) either the proposed transferee or any person or entity which directly or indirectly controls, is controlled by, or is under the common control with, the proposed transferee, (i) occupies space in the Building or the Project at the time of the request for consent, (ii) is negotiating with Landlord to lease space in the Building at such time, or (iii) has negotiated with Landlord during the 6-month period immediately preceding the Transfer Notice.

In the event Landlord withholds or conditions its consent and Tenant believes that Landlord did so contrary to the terms of this Lease, Tenant may prosecute an action for declaratory relief to determine if Landlord properly withheld or conditioned its consent, but Tenant waives and discharges any claims it may have against Landlord for damages arising from Landlord's withholding or conditioning its consent. In any such action, each party shall bear its own attorneys' fees. Tenant shall indemnify, defend and hold harmless Landlord from any and all liability, losses, claims, damages, costs, expenses, causes of action and proceedings involving any third party or parties (including without limitation Tenant's proposed transferee) who claim they were damaged by Landlord's wrongful withholding or conditioning of Landlord's consent. If Landlord consents to any Transfer pursuant to the terms of this Paragraph 16

(and does not exercise any recapture rights Landlord may have under this Lease), Tenant may within six (6) months after receipt of Landlord's consent, but not later than the expiration of said six-month period, enter into an agreement effectuating such Transfer upon the same terms and conditions as are set forth in the Transfer Notice furnished by Tenant to Landlord pursuant to this Paragraph 16, provided that if they are any material changes in the terms and conditions from those specified in the Transfer Notice (i) such that Landlord would initially have been entitled to refuse its consent to such Transfer, or (ii) which would cause the proposed Transfer to be more favorable to the transferee than the terms set forth in Tenant's original Transfer Notice, Tenant shall again submit the Transfer to Landlord for its approval and other action under this Paragraph 16 (including Landlord's right to recapture the Premises).

(b) Transfer Notice. If Tenant desires to effect a Transfer, then at least thirty (30) days prior to the date when Tenant desires the Transfer to be effective (the "Transfer Date"), Tenant agrees to give Landlord a notice (the "Transfer Notice"), stating the name, address and business of the proposed assignee, sublessee or other transferee (sometimes referred to hereinafter as "Transferee"), reasonable information (including references) concerning the character, ownership, and financial condition of the proposed Transferee, the Transfer Date, any ownership or commercial relationship between Tenant and the proposed Transferee, and the consideration and all other material terms and conditions of the proposed Transfer, all in such detail as Landlord may reasonably require.

(c) Landlord's Options. Within fifteen (15) days of Landlord's receipt of any Transfer Notice, and any additional information requested by Landlord concerning the proposed Transferee's financial responsibility, Landlord will notify Tenant of its election to do one of the following: (i) consent to the proposed Transfer subject to such reasonable conditions as Landlord may impose in providing such consent; or (ii) refuse such consent, which refusal shall be on reasonable grounds.

(d) Additional Conditions. A condition to Landlord's consent to any Transfer of this Lease will be the delivery to Landlord of a true copy of the fully executed instrument of assignment, sublease, transfer or hypothecation, in form and substance reasonably satisfactory to Landlord. Tenant agrees to pay to Landlord, as additional rent, one-half of all sums and other consideration payable to and for the benefit of Tenant by the assignee or sublessee in excess of the rent payable under this Lease for the same period and portion of the Premises. In calculating excess rent or other consideration which may be payable to Landlord under this paragraph, Tenant will be entitled to deduct commercially reasonable third party brokerage commissions and attorneys' fees and other amounts reasonably and actually expended by Tenant in connection with such assignment or subletting if acceptable written evidence of such expenditures is provided to Landlord. No Transfer will release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant hereunder. Landlord may require that any Transferee remit directly to Landlord on a monthly basis, all moneys due Tenant by said Transferee. Consent by Landlord to one Transfer will not be deemed consent to any subsequent Transfer. In the event of default by any Transferee of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such Transferee or successor. If Tenant effects a Transfer or requests the consent of Landlord to any Transfer (whether or not such Transfer is consummated), then, upon demand, Tenant agrees to pay Landlord a nonrefundable administrative fee of \$1,500.00, plus Landlord's reasonable attorneys' fees.

(e) Permitted Transferees. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right, without Landlord's consent but after prior written notice to Landlord, to assign this Lease or sublease any portion thereof to any of the following (each, a "**Permitted Transferee**"): (i) an Affiliate, or (ii) a corporation or other entity resulting from a reorganization of Tenant, or from a merger or consolidation with Tenant, or a successor through revisions to Tenant's charter to operate its school (each, a "**Permitted Transfer**"). As used herein, "**Affiliate**" shall mean an entity controlled by, controlling or under the common control with Tenant (e.g., any related entity, parent company, subsidiary, successor or affiliate).

17. **HOLDING OVER**. Tenant shall surrender possession of the Premises immediately upon the expiration of the Term of this Lease. If Tenant shall continue to occupy or possess the Premises after such expiration or termination with the consent of Landlord, then unless Landlord and Tenant have otherwise agreed in writing, Tenant shall be a tenant from month-to-month. All of the terms, provisions and conditions of this Lease shall apply to the month-to-month tenancy, except those terms, provisions and conditions pertaining to the Term, and except that Base Rent shall be immediately adjusted upward upon the expiration or termination of this Lease to equal 200% of the current Base Rent on the date of the expiration or termination of this Lease. This month-to-month tenancy may be terminated by Landlord or Tenant upon fifteen (15) days' prior notice to the non-terminating party. In the event that Tenant fails to surrender the Premises upon such termination or expiration, then Tenant shall indemnify and hold Landlord harmless against all loss or liability resulting from or arising out of Tenant's failure to surrender the Premises, including, but not limited to, any amounts required to be paid to any tenant or prospective tenant who was to have occupied the Premises after said termination or expiration, and any amounts related to attorneys' fees and brokerage commissions.

18. SURRENDER OF PREMISES.

a. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, operate as an assignment to it of any or all subleases or subtenancies. Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date, in broom-clean condition and in as good condition as when Tenant took possession, except for (i) reasonable wear and tear, (ii) loss by fire or other casualty, and (iii) loss by condemnation. Tenant shall remove Tenant's Property and any non-standard tenant improvements on or before the Expiration Date and promptly repair all damage to the Premises or Building caused by such removal. No later than thirty (30) days prior to the Expiration Date and/or the date Tenant is to surrender the Premises to Landlord, Tenant shall give Landlord prior written notice of the exact date Tenant will surrender the Premises so that Landlord and Tenant can schedule a walk-through of the Premises to review the condition of the Premises and identify the Changes and Tenant's Property which Tenant is to remove and any repairs Tenant is to make upon surrender of the Premises. If Tenant fails to provide Landlord with such 30 days' prior written notice (as required above) and the Premises is unavailable for reletting for any time after the Expiration Date due to Tenant's failure to return the Premises to Landlord in the condition required under this Lease, then Landlord may apply any portion of the Security Deposit that may remain after the application of such amount pursuant to Section 7 above as partial reimbursement of Landlord for any period of such unavailability at the then-current market rate.

b. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Building caused by such removal, shall be paid by Tenant. On the Expiration Date Tenant shall surrender all keys to the Premises. No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the Term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of this Lease.

19. DESTRUCTION OR DAMAGE.

a. If the Premises or the portion of the Building necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements or other casualty, Landlord shall, subject to the provisions of this Section, promptly repair the damage, if such repairs can, in Landlord's opinion, be completed within ninety (90) days. If Landlord determines that repairs can be completed within ninety (90) days, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees or invitees, the Base Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord under Section 19.e.

b. If in Landlord's opinion, such repairs to the Premises or portion of the Building necessary for Tenant's occupancy cannot be completed within ninety (90) days, Landlord may elect, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19.a. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.

c. If any other portion of the Building or Project is totally destroyed or damaged to the extent that in Landlord's opinion repair thereof cannot be completed within ninety (90) days, Landlord may elect upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19.a. If Landlord does not elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.

d. Except for obligations which have previously accrued and are then unpaid or unperformed, any termination of this Lease under any of the provisions of the Section 19 shall release the parties from any further obligation to the other from and after the date Tenant surrenders possession of the Premises to Landlord.

e. If the Premises are to be repaired under this Section, Landlord shall repair at its cost any injury or damage to the Building and Building Standard Work in the Premises. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises, Building or Project as a result of any damage from fire or other casualty.

f. Tenant shall not be released from any of its obligations under this Lease due to damage or destruction except to the extent and upon the conditions expressly stated in this Section 19. Notwithstanding anything to the contrary contained in this Section 19, if this Lease is not terminated but Landlord is delayed or prevented from repairing or restoring the damaged Premises within six (6) months after the occurrence of such damage or destruction by reason of acts of God, war, governmental restrictions, inability to procure necessary labor or materials, or other cause beyond Landlord's control, Landlord may, at its election, be relieved of its obligation to make such repairs or restoration and if Landlord so elects, Landlord and Tenant shall be released from their obligations under this Lease as of the end of such six (6) month period. Landlord shall give Tenant notice of such election within thirty (30) days following expiration of such six (6) month period.

g. Notwithstanding anything to the contrary contained in this Section 19, Landlord shall have no obligation to repair, reconstruct or restore the Premises, Building or Project when the damage resulting from any casualty covered under this Section 19 (i) occurs during the last twelve (12) months of the Term or any extension thereof or (ii) is not fully covered by Landlord's insurance.

h. In the event of any damage or destruction of all or any part of the Premises, Tenant agrees to immediately (i) notify Landlord thereof, and (ii) deliver to Landlord all property insurance proceeds received by Tenant with respect to any tenant improvements installed by or at the cost of Tenant and any alterations, but excluding proceeds for Tenant's furniture, fixtures, equipment and other personal property, whether or not this Lease is terminated as permitted in this Paragraph 19, and Tenant hereby assigns to Landlord all rights to receive such insurance proceeds. If for any reason (including Tenant's failure to obtain required insurance), Tenant fails to receive insurance proceeds covering the full replacement cost of any tenant improvements and any alterations which are damaged, Tenant will be deemed to have self insured the replacement cost of such items, and upon any damage or destruction thereto, Tenant agrees to immediately pay to Landlord the full replacement cost of such items, less any insurance proceeds actually received by Landlord from Landlord's or Tenant's insurance with respect to such items.

i. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises, Building or Project by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absence of express agreement shall have no application.

j. Landlord and Tenant agree that the foregoing provisions of this Paragraph 19 are to govern their respective rights and obligations in the event of any damage or destruction and supersede and are in lieu of the provisions of any applicable law, statute, ordinance, rule, regulation, order or ruling now or hereafter in force which provide remedies for damage or destruction of leased premises (including, without limitation, to the extent the Premises are located in California, the provisions of California Civil Code Section 1932, Subsection 2, and Section 1933, Subsection 4 and any successor statute or laws of a similar nature).

20. EMINENT DOMAIN.

a. If the whole of the Building or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such taking, and Rent shall be prorated to such date. If less than the whole of the Building or Premises is so taken, this Lease shall be unaffected by such taking, provided that (i) Tenant shall have the right to terminate this Lease by notice to Landlord given within ninety (90) days after the date of such taking if twenty percent (20%) or more of the Premises is taken and the remaining area of the Premises is not reasonably sufficient for Tenant to continue operation of its business, and (ii) Landlord shall have the right to terminate this Lease by notice to Tenant given within ninety (90) days after the date of such taking. If either Landlord or Tenant so elects to terminate this Lease, this Lease shall terminate on the thirtieth (30th) day after such notice. The Rent shall be prorated to the date of termination. If this Lease continues in force upon such partial taking, the Base Rent and Tenant's Percentage Share shall be equitably adjusted according to the remaining Rentable Square Feet of the Premises and Project.

b. In the event of any taking, partial or whole, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be the exclusive property of Landlord, and Tenant hereby assigns to Landlord all of its right, title and interest in any award, judgment or settlement from the condemning authority. Tenant, however, shall have the right to the extent that Landlord's award is not reduced or prejudiced, to claim from the condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for relocation expenses and damage to Tenant's personal property.

c. In the event of a partial taking of the Premises which does not result in a termination of this Lease, Landlord shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking, but only to the extent of Building Standard Work. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvement and Tenant's Property.

d. In the event of a taking of the Premises or any part thereof for temporary use, (i) this Lease shall be and remain unaffected thereby and Rent shall not abate, and (ii) Tenant shall be entitled to receive for itself such portion(s) of any award made for such use for the period of the taking which is within the Term, provided that if such taking shall remain in force at the expiration or earlier termination of this Lease, Tenant shall then pay to Landlord a sum equal to the reasonable cost of performing Tenant's obligations under Section 18 with respect to surrender of the Premises, and upon such payment Tenant shall be excused from such obligations. For purposes of this Section 20.d., a temporary taking shall be defined as a taking for a period of two hundred seventy (270) days or less.

21. INDEMNIFICATION.

a. Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Landlord, Tenant or any other person, or for any injury to or death of any person, arising out of: (1) Tenant's use and occupancy of the Premises, or any work, activity or other things allowed or suffered by Tenant to be done in, on or about the Premises, the Common Areas, the Building and/or the Project; (2) any breach or default by Tenant of any of Tenant's obligations under this Lease; or (3) any act or omission of Tenant, its agents, employees, invitees or contractors. Tenant shall, at Tenant's sole cost and expense, and by counsel approved by Landlord in writing, promptly defend Landlord in any action or proceeding arising from any such claim and shall indemnify Landlord against all costs, attorneys' fees, expert witness fees and any other expenses incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property (including the loss of property by theft or otherwise) in, on or about the Premises, the Common Areas, the Building and/or the Project from any cause.

b. Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, heating, ventilation or air-conditioning systems or lighting fixtures, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or Project or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any other tenant of the Building or Project. Landlord or its agents shall not be liable for any claims of interference with any easements of right or air claimed to belong to Tenant or the Premises or with other incorporeal hereditaments (if any) associated with this Lease of the Premises. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises, Building or Project or of defects therein or in the fixtures or equipment located therein.

22. TENANT'S INSURANCE.

(a) On or before the earlier to occur of (i) the Commencement Date, or (ii) the Delivery Date, and continuing throughout the entire Term hereof and any other period of occupancy, Tenant agrees to keep in full force and effect, at its sole cost and expense, the insurance specified on Exhibit "F" attached hereto and to add Landlord as an additional insured on such policies. Landlord reserves the right to require any other form or forms of insurance as Tenant or Landlord or any mortgagees of Landlord may reasonably require from time to time in form, in amounts, and for insurance risks against which, a prudent tenant would protect itself, but only to the extent coverage for such risks and amounts are available in the insurance market at commercially acceptable rates. Landlord makes no representation that the limits of liability required to be carried by Tenant under the terms of this Lease are adequate to protect Tenant's interests and Tenant should obtain such additional insurance or increased liability limits as Tenant deems appropriate.

(b) All policies required to be held by Tenant under this Lease must be in a form reasonably satisfactory to Landlord and issued by an insurer admitted to do business in the State. All policies must be issued by insurers with a policyholder rating of "A-" and a financial rating of "VIII" in the most recent version of Best's Key Rating Guide, or be issued through a governmental joint powers authority insurance pool for California charter schools. To the extent commercially available, all policies must contain a requirement to notify Landlord (and Landlord's property manager and any mortgagees or ground lessors of Landlord who are named as additional insured, if any) in writing not less than thirty (30) days prior to any material change, reduction in coverage, cancellation or other termination thereof. Tenant agrees to deliver to Landlord, as soon as practicable after placing the required insurance, but in any event within the time frame specified in Subparagraph 22(a) above, certificate(s) of insurance and/or if required by Landlord, certified copies of each policy evidencing the existence of such insurance and Tenant's compliance with the provisions of this Paragraph 22. Tenant agrees to cause replacement policies or certificates to be delivered to Landlord not less than thirty (30) days prior to the expiration of any such policy or policies. If any such initial or replacement policies or certificates are not furnished within the time(s) specified herein, Landlord will have the right, but not the obligation, to obtain such insurance as Landlord deems necessary to protect Landlord's interests at Tenant's expense. Each policy shall contain: (A) a cross-liability endorsement; (B) a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord which shall be excess insurance; and (C) a waiver by the insurer of any right of subrogation against Landlord, its

agents, employees and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives.

(c) Notwithstanding anything contained herein to the contrary, the foregoing shall not be construed, interpreted, or deemed (i) a waiver of any default created by reason of Tenant's failure to provide the insurance called for in this Lease; (ii) limit any other right or remedy of Landlord; (iii) relieve Tenant of its obligations regarding maintenance of insurance as provided by the Lease; or (iv) be considered a policy of insurance in favor of Tenant.

23. **LANDLORD'S INSURANCE.** During the Term Landlord shall maintain casualty insurance covering the Project, Building and the Building Standard Work (excluding any property which Tenant is obligated to insure under Sections 22.b. and 22.c. hereof). Such insurance shall provide protection against any peril included within the classification "Fire and Extended Coverage". Landlord shall also maintain comprehensive public liability and property damage insurance with respect to the use, operation and condition of the Common Areas of the Building and Project. Such insurance shall be in such amounts and with such deductibles as Landlord considers appropriate. Landlord may, but shall not be obligated to, obtain and carry any other form or forms of insurance as it or Landlord's mortgagees or deed of trust beneficiaries may determine advisable. Notwithstanding any contribution by Tenant to the cost of insurance premiums as provided in this Lease, Tenant acknowledges that it has no right to receive any proceeds from any insurance policies maintained by Landlord.

24. **WAIVER OF SUBROGATION.** Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party or its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that this mutual waiver of subrogation is contained in this Lease.

25. **SUBORDINATION AND ATTORNMEN.** This Lease will be subject and subordinate at all times to: (i) all ground leases or underlying leases which may now exist or hereafter be executed affecting the Building and/or the Project; and (ii) the lien of any mortgage or deed of trust or any other hypothecation for security now or hereafter placed upon the Building, the Project or any portion thereof, or Landlord's interest and estate in any of same, and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof which may now exist or hereafter be executed. Such subordination shall be effective automatically and without the need for further documentation, but, if requested by the Landlord and/or the mortgagee of any such mortgage or the lessor under any such ground lease, Tenant shall, within five (5) business days after Tenant's receipt of such request, execute such further instruments or assurances as such mortgagee or ground lessor shall reasonably require. Notwithstanding the foregoing, if any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage or deed of trust or to its ground lease, and shall give written notice thereof to Tenant at any time prior to the transfer of the Premises in foreclosure or by deed in lieu of foreclosure of such lien or otherwise (or at any time prior to the termination of the ground lease, as the case may be), then, notwithstanding any prior subordination, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof, and Tenant shall, within ten (10) days after Tenant's receipt of such election, execute, acknowledge and deliver to such mortgagee any and all documents and instruments required by such mortgagee to confirm the priority of this Lease. Tenant waives the provisions of any current or future statute, rule or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event of any foreclosure proceeding or sale.

Notwithstanding the foregoing provisions of this Section 25, in the event of (i) the termination of any ground lease of the real property relating to the Premises, or (ii) any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Premises, Tenant shall, at the new owner's option, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as "Landlord" under this Lease for the balance then remaining of the Term, and thereafter this Lease shall continue as a direct Lease between such party, as "Landlord", and Tenant, as "Tenant," subject, however, to the provisions of Section 46(j) below. Additionally, the transferee of the Premises upon any foreclosure sale or pursuant to any deed in lieu of foreclosure or other transfer (or the ground lessor in the event of a termination of a ground lease) shall have the right, whether or not this Lease has been terminated by or in connection with such transfer or termination of ground lease (whether voluntarily, involuntarily or by operation of law), to require Tenant to enter into a new lease of the Premises (with the transferee or ground lessor as landlord) on terms and conditions identical to those as set forth in this Lease, except that the term of the new lease shall expire on the date specified herein for the expiration of the term of this Lease.

The provisions hereof are intended to be self-executing and do not require the necessity of any additional document being executed by Tenant for the purpose of effecting same. Tenant nevertheless agrees to execute and deliver to Landlord, within ten (10) days after request therefor, any documents reasonably requested by Landlord to

effectuate or evidence any subordination or attornment, to make this Lease prior to the lien of any mortgage, deed of trust or ground lease or to enter into a new lease, each as described above in this Section 25, and failing to do so Tenant shall be in default hereunder with no right to further notice or cure. Without limitation on any of the foregoing, Tenant hereby waives its rights under any law which gives or purports to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event of any such foreclosure proceeding, sale or termination of ground lease.

26. **TENANT ESTOPPEL CERTIFICATES.** Within fifteen (15) business days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's lender and/or purchaser, a written statement substantially in the form as may be required by Landlord's lender and/or purchaser certifying (a) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default; and (e) as to such other items relating to this Lease as may be reasonably requested by Landlord or Landlord's lender and/or purchaser. Any such statement may be relied upon by a purchaser, assignee or lender. Tenant's failure to execute and deliver such statement within five (5) business days after delivery of a second notice from Landlord informing Tenant that Tenant has failed to execute and deliver such statement within the foregoing 15 business-day period, shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured defaults in Landlord's performance and that Tenant has no right of offset, counterclaim or deduction against Rent; and (3) not more than one month's Rent has been paid in advance.

27. **TRANSFER OF LANDLORD'S INTEREST.** In the event of any sale or transfer by Landlord of the Premises, Building or Project, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises, Building, Project or Lease occurring after the consummation of such sale or transfer. If any security deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer Landlord shall be relieved of any and all further liability with respect thereto.

28. **DEFAULT.**

28.1 Tenant's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) if Tenant abandons or vacates the Premises (abandonment is herein defined to include, but is not limited to, any absence by Tenant from the Premises for five (5) days or longer (excluding school breaks) while in default of any provision of this Lease); or

(b) if Tenant fails to pay any Rent or any other charges required to be paid by Tenant under this Lease and such failure continues for three (3) days after written notice from Landlord to Tenant; or

(c) if Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease except as set forth in b. and c. above and in Section 8(e) and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant (such notice shall be in lieu of, and not in addition to, any notice required under applicable Unlawful Detainer statutes); or

(d) if Landlord obtains reasonably reliable information from its Property Manager or from any state, federal or local law enforcement agency, evidencing that illegal activity of any kind is or has been taking place within the Premises with the knowledge of Tenant and/or the person(s) in possession of the Premises (such default shall immediately be deemed an incurable default and Landlord shall have the right to terminate this Lease upon five (5) days written notice); or

(e) if a writ of attachment or execution is levied on this Lease or on any of Tenant's Property; or

(f) if Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or

(g) if in any proceeding or action in which Tenant is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises or Tenant's Property (or has the authority to do so) for the purposes of enforcing a lien against the Premises or Tenant's Property; or

(h) if Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs e. through g above.

The provisions of this Section 28.1 are subject to any applicable provisions of Section 30 of this Lease.

28.2 Remedies. In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:

(a) Terminate this Lease and Tenant's right to possession of the Premises and reenter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or

(b) Continue this Lease in effect, reenter and occupy the Premises for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or

(c) Reenter the Premises under the provisions of subparagraph b., and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

If Landlord reenters the Premises under the provisions of subparagraphs b. or c. above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any reentry or retaking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's Property in the Premises and to place such property in storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Premises for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such reletting; third, to the payment of the cost of any alterations or repairs to the Premises; fourth to the payment of Rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting which is applied against the Rent due hereunder is less than the amount of the Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by Landlord in connection with such reletting or in making alterations and repairs to the Premises, which are not covered by the rent received from the reletting.

Should Landlord elect to terminate this Lease under the provisions of subparagraph a. or c. above, Landlord may recover as damages from Tenant the following: (i) the worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus (ii) the worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus (iii) the worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant proves could be reasonably avoided; plus (iv) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses (including attorneys' fees), incurred by Landlord in (a) retaking possession of the Premises, (b) maintaining the Premises after Tenant's default, (c) preparing the Premises for reletting to a new tenant, including any repairs or alterations, and (d) reletting the Premises, including broker's commission.

"The worth at the time of the award" as used above, is to be computed by allowing interest at the rate of ten percent (10%) per annum. "The worth at the time of the award" as used in subparagraph 3. above, is to be computed by discounting the applicable amount at the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus one percent (1%).

All rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of any other, and Landlord shall have the right to pursue any one or all of such remedies or another remedy or relief which may be provided by law, whether or not stated in this Lease.

28.3 Landlord's Default. If Landlord fails to perform any covenant, condition, or agreement contained in this Lease within thirty (30) days after receipt of written notice from Tenant specifying such failure (or if such failure cannot reasonably be cured within thirty (30) days, if Landlord does not commence to cure the failure within that thirty (30) day period), then such failure shall constitute a default hereunder and Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's default; provided, however, it is expressly understood and agreed that if Tenant obtains a money judgment against Landlord resulting from any default or other claim arising under this Lease, that judgment shall be satisfied only out of the rents, issues, profits, and other income actually received on account of Landlord's right, title and interest in the Premises, Building or Project, and no other real, personal or mixed property of Landlord (or of any of the partners which comprise Landlord, if any, or of the officers, shareholders, directors, partners or principals of such partners comprising Landlord, (if any) wherever situated), shall

be subject to levy, attachment or execution, or otherwise used to satisfy any such judgment. Tenant hereby waives any right to satisfy a judgment against Landlord except from the rents, issues, profits and other income actually received on account of Landlord's right, title and interest in the Premises, Building or Project. Tenant shall not have the right to terminate this Lease or to withhold, reduce or offset any amount against any payments of Rent or any other charges due and payable under this Lease except as otherwise specifically provided herein.

28.4 Intentionally deleted.

28.5 Inducement Recapture. Any agreement for early occupancy, free, reduced or abated rent or other charges, all of which concessions are hereinafter referred to as "Inducement Provisions", shall be deemed conditioned upon Tenant's full and faithful performance of all of the terms, covenants and conditions of this Lease. In the event that this Lease is terminated early due to a default committed by Tenant, then without any waiver of rights or remedies by Landlord, any amounts paid, abated or deferred by Landlord pursuant to any Inducement Provisions shall become immediately due and payable by Tenant to Landlord, and Landlord shall retain the right to pursue any and all remedies available under this Lease and applicable laws.

29. **CURING TENANT'S DEFAULTS**. Without limiting any of Landlord's remedies under Section 28.2, if Tenant fails to pay any sum of money required to be paid by it hereunder or fails to perform any of its obligations under this Lease, and such failure continues beyond the expiration of all notice and cure periods set forth in Section 28.1, Landlord may (but shall not be obligated to) without waiving such default, make such payment or perform such obligation for the account and at the expense of Tenant. Promptly upon receipt of a bill therefor, Tenant shall pay Landlord all costs of such performance, plus interest thereon at the maximum rate permitted by law from the date of such payment by Landlord. In the event of nonpayment by Tenant of such bill, Landlord shall have the same rights and remedies as in the case of default by Tenant in the payment of Rent.

30. **TENANT'S BANKRUPTCY**

(a) Prior to Commencement Date. If prior to the Commencement Date there is filed by or against Tenant in any court pursuant to any statute of the United States or any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee or conservator of all or a portion of Tenant's Property, or if Tenant makes an assignment for the benefit of creditors, this Lease shall ipso facto be canceled and terminated. In such event neither Tenant nor any person claiming through or under Tenant or by virtue of any statute or by an order of any court shall be entitled to possession of the Premises, and Landlord, in addition to the other rights and remedies given by Section 30.4 hereof, any other provisions in this Lease, or any statute or rule of law, may retain as damages any Rent, security deposit or sums received by it from or on behalf of Tenant.

(b) During Term. If during the Term there is filed by or against Tenant in any court pursuant to any statute of the United States or any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee or conservator of all or a portion of Tenant's Property, or if Tenant makes an assignment for the benefit of creditors, this Lease may, at the option of Landlord (which option shall be exercised within a reasonable time after notice of the occurrence of any one or more of such events), be canceled and terminated. In the event of such termination by Landlord, neither Tenant nor any person claiming through or under Tenant or by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the Premises, and shall forthright quit and surrender the Premises. Landlord, in addition to the other rights and remedies granted by Section 30.4 hereof, any other provision in this Lease or any statute or rule of law, may retain as damages any Rent, security deposit or sums received by it from or on behalf of Tenant.

(c) Tenant's Assumption or Rejection of Lease. If any event specified in this Section 30 occurs and Landlord has not, or by law cannot, exercise its right to terminate this Lease, then subject to any other rights of Landlord hereunder or conferred by law, (i) Tenant, as debtor in possession, or its trustee in bankruptcy shall assume or reject this Lease within sixty (60) days after issuance of an order for relief by the Bankruptcy Court; (ii) Tenant or its trustee shall honor and timely perform all obligations of Tenant under this Lease until the decision to assume or reject this Lease is made; and (iii) if no decision to assume or reject this Lease is made within the sixty (60) day period provided for, this Lease shall be deemed rejected and Tenant or its trustee shall surrender possession of the Premises to Landlord immediately. If Tenant or its Trustee elects to assume this Lease, Tenant and/or its trustee in bankruptcy shall timely perform all obligations of Tenant hereunder.

Notwithstanding anything contained in this Lease to the contrary, if this Lease is rejected in any bankruptcy proceeding filed by or against Tenant, and the effective date of rejection is on or after the date upon which that month's rent is due and owing, then the Rent owing under this Lease for the month during which the effective date of such rejection occurs shall be due and payable in full and shall not be prorated.

(d) Measure of Damages. In the event of termination of this Lease pursuant to Sections 30.1 or 30.2 above, or rejection of this Lease pursuant to Section 30(c) above, Landlord shall be entitled to the same rights and remedies as are set forth in Section 28.2 of this Lease.

31. **BROKERS.** Tenant is represented in the negotiation of this Lease by Tenant's Broker. Following the mutual execution and delivery of this Lease by Landlord and Tenant, Landlord shall pay a leasing commission to Tenant's Broker pursuant to a separate agreement, which amount shall be the entire compensation of any kind paid by Landlord to Tenant's Broker in connection with this Lease. Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except Tenant's Broker. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees (1) claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Tenant, and/or (2) claimed by Tenant's Broker in excess of the commission amount agreed to in the separate agreement referenced above.

32. **NOTICES AND CONSENTS; CONFIDENTIALITY.**

(a) All notices, consents, demands and other communications from one party to the other that are given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been fully given two (2) full business days following deposit in the United States mail, certified or registered, postage prepaid, or one (1) business day following transmittal by reputable overnight courier (such as Federal Express), or when hand delivered, to the respective addresses for delivery of notices specified in the Basic Lease Information, or to such other place as either party may from time to time designate in a notice to the other party. Notwithstanding the foregoing, Tenant hereby appoints as its agent to receive the service of all dispossession or distraint proceedings and notices thereunder the person in charge of or occupying the Premises at the time, and, if no person shall be in charge of or occupying the same, then such service may be made by attaching the same on the main entrance of the Premises.

(b) Tenant shall not divulge the terms and provisions of this Lease to any third parties (other than Tenant's officers, directors, employees, accountants, and attorneys as required in the conduct of Tenant's business, or as otherwise required by applicable Laws, including without limitation the California Public Records Act and the Charter Schools Act); except in the case of any litigation concerning this Lease, in which event Tenant shall use its best efforts to keep such terms and provisions confidential. Except as otherwise set forth in this Section 32(b), Tenant's disclosure of such information to any other person shall constitute a material breach of this Lease.

33. **GOVERNMENT ENERGY OR UTILITY CONTROLS.** In the event of imposition of federal, state, or local government controls, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Landlord and Tenant shall be bound thereby. In the event of a difference in interpretation by Landlord and Tenant of any such controls, the interpretation of Landlord shall prevail, and Landlord shall have the right to enforce compliance therewith, including the right to enter the Premises to affect such compliance.

34. **RELOCATION OF PREMISES.** If Landlord requires the Premises for use in conjunction with another suite or for other reasons connected with the planning program for the Building or the Project, Landlord will have the right, upon thirty (30) days prior written notice to Tenant, to move Tenant to other space in the Project of substantially similar size as the Premises, with comparable outdoor space for a substantially similar Play Area, and with tenant improvements of substantially similar age, quality and layout as then existing in the Premises. To be clear, Landlord shall be solely responsible to improve any substitute premises to be consistent with Tenant's improvements to the Premises so that the substitute premises may operate as a school, including all necessary permitting, code compliance and obtaining e-occupancy for Tenant's Use. Any such relocation must occur during Tenant's summer break with Landlord's improvements to be completed before the school year commences and will be at Landlord's cost and expense, including the cost of providing such substantially similar tenant improvements (but not any furniture or personal property) and Tenant's reasonable moving, telephone installation and stationary reprinting costs. If Landlord so relocates Tenant, the terms and conditions of this Lease will remain in full force and effect and apply to the new space, except that (a) a revised Exhibit "A" will become part of this Lease and will reflect the location of the new space, (b) Paragraph 1 of this Lease will be amended to include and state all correct data as to the new space, (c) the new space will thereafter be deemed to be the "Premises", and (d) all economic terms and conditions will be adjusted on a per square foot basis based on the total number of rentable square feet of area contained in the new space. Landlord and Tenant agree to cooperate fully with one another in order to minimize the inconvenience to Tenant resulting from any such relocation.

35. **QUIET ENJOYMENT.** Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease or other agreement to which this Lease may be subordinate.

36. **OBSERVANCE OF LAW.** Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not relating to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.

37. **FORCE MAJEURE.** Any prevention, delay or stoppage of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Section 37 shall excuse or delay Tenant's obligation to pay Rent or other charges under this Lease.

38. **DEFINITION OF LANDLORD.** The term "Landlord" as used in this Lease and as it relates to covenants or obligations of Landlord hereunder, shall be limited to mean and include only the owner or owners, at the time in question, of the fee title to, or a lessee's interest in a ground lease of the Property. In the event of any transfer, assignment or other conveyance or transfers of any such title or interest, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer, assignment or conveyance of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed and, without further agreement, the transferee of such title or interest shall be deemed to have assumed and agreed to observe and perform any and all obligations of Landlord hereunder, during its ownership of the Premises. Any funds in the possession of Landlord or the then grantor in which Tenant has an interest shall be delivered to the grantee. Landlord may transfer its interest in the Premises without the consent of Tenant and such transfer or subsequent transfer shall not be deemed a violation on Landlord's part of any of the terms and conditions of this Lease.

39. **SIGNAGE.**

(a) Tenant may install signage at Tenant's sole expense and pursuant to Tenant's specification, in and on the Premises to the maximum extent permitted by applicable laws. Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises, Building or Project, including without limitation, the inside or outside of windows or doors, or on the Common Area sidewalks without the written consent of Landlord, which shall not be unreasonably withheld. Landlord shall have the right to remove any signs or other matter installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.

(b) Window Displays. No window display case or platform or menu or signage of any type whatsoever shall be constructed or placed by Tenant in the Premises, nor shall Tenant store anything in the Premises, so that it may be viewed from or through an outside window or door unless Tenant first obtains Landlord's consent to its placement therein and approval as to its design, quality and construction, which consent and approval will not be unreasonably withheld. Tenant will not place a display or change a display in or on any aforementioned window display case or platform or in any window without prior approval of Landlord as to the suitability of the subject matter, design and quality of the display. Tenant shall not be permitted to blackout or obstruct the view through any storefront windows.

Subject to applicable laws, Tenant shall have its window displays, exterior signs and exterior advertising displays adequately illuminated continuously during those hours and days that the Premises are required to be open for business pursuant to Section 8(d) and shall maintain its show windows, signs and storefront entrance door in neat, clean and orderly condition. If, as to any such sign, show window or entrance floor located on an exposure to other stores, the Common Area or the parking areas, Tenant shall fail to do so within two (2) days after receipt of written notice from Landlord, Landlord may repair, clean or maintain such exterior sign, show window or entrance floor and the cost thereof shall be payable by Tenant to Landlord upon demand as Additional Rent. Tenant shall not be entitled to render any service or sell any product or item not included in the Permitted Use.

40. PARKING.

a. Unless Tenant is in default hereunder, Tenant shall be entitled to the number of vehicle parking spaces designated in paragraph 2(r). Parking shall be on those portions of the Common Areas designated by Landlord for parking. Landlord may assign any unreserved and unassigned parking privileges and/or make all or a portion of such privileges reserved, if it determines in its sole discretion that it is necessary or desirable for orderly and efficient parking. The employees of Tenant shall not be permitted to park their cars in the parking areas which may from time to time be designated for tenants, visitors, or invitees of the Building or Project. Tenant shall not use more parking privileges than it is allocated. If Landlord has not assigned specific spaces to Tenant, Tenant shall not use any spaces which have been specifically assigned by Landlord to other tenants or for such other uses as visitor parking or which have been designated by governmental entities with competent jurisdiction as being restricted to certain uses.

b. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities.

c. If Tenant permits or allows any activity prohibited by this Section 40, then Landlord shall have the right, without notice and in addition to any other rights and remedies as it may have, to remove or tow away the vehicle involved and charge the cost to Tenant, which cost shall be immediately payable by Tenant upon demand by Landlord.

d. Tenant shall comply with (and cause its agents, contractors, employees and invitees to comply with) such parking rules and regulations (including reasonable modifications thereof and additions thereto) as Landlord may from time to time make. Landlord shall not be responsible for any violation of said rules and regulations by other tenants or occupants of the Building or Project.

e. Landlord reserves at all times the right to substitute any parking privileges being used by Tenant with an equivalent number of parking privileges located in a parking structure, subterranean parking facility, or surface parking area within a reasonable distance of the Premises.

f. Landlord shall identify and designate up to three (3) of Tenant's available 41 unreserved parking spaces to be used as a drop-off area for Tenant's students; Landlord shall have the right to relocate such drop-off area on prior reasonable notice to Tenant.

41. MODIFICATION AND CURE RIGHTS OF LANDLORD'S MORTGAGEES AND LESSORS. Tenant, within ten (10) days after request therefor, agrees to negotiate in good faith and to timely execute any reasonable amendments to this Lease which may be requested by any lender or ground lessor of the Project, provided any such amendments do not increase the obligations of Tenant under this Lease or adversely affect the leasehold estate created by this Lease. In the event of any default on the part of Landlord, Tenant will give notice by registered or certified mail to any beneficiary of a deed of trust or mortgage covering the Premises or ground lessor of Landlord whose address has been furnished to Tenant, and Tenant agrees to offer such beneficiary, mortgagee or ground lessor a reasonable opportunity to cure the default (including with respect to any such beneficiary or mortgagee, time to obtain possession of the Premises, subject to this Lease and Tenant's rights hereunder, by power of sale or a judicial foreclosure, if such should prove necessary to effect a cure). Tenant will accept performance of any provision of this Lease by such beneficiary or mortgagee as performance by, and with the same force and effect as though performed by, Landlord. If any act or omission of Landlord would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction, Tenant shall not exercise such right until (A) Tenant gives notice of such act or omission to Landlord and to each such beneficiary or mortgagee, and (B) a reasonable period of time for remedying such act or omission elapses following the time when such beneficiary or mortgagee becomes entitled under such mortgage or deed of trust to remedy same (which reasonable period shall in no event be less than the period to which Landlord is entitled under this Lease or otherwise, after similar notice, to effect such remedy and which reasonable period shall take into account such time as shall be required to institute and complete any foreclosure proceedings).

42. WAIVER. The waiver by either party of any breach of any term, covenant or condition herein contained will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained, nor will any custom or practice which may develop between the parties in the administration of the terms hereof be deemed a waiver of or in any way affect the right of either party to insist upon performance in strict accordance with said terms. The subsequent acceptance of rent or any other payment hereunder by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No acceptance by Landlord of a lesser sum than the basic rent and additional rent or other sum then due will be deemed to be other than on account of the earliest installment of such rent or other amount due, nor will any endorsement or statement on any check or any letter accompanying any check be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or other amount or pursue any other remedy provided in

this Lease. The consent or approval of Landlord to or of any act by Tenant requiring Landlord's consent or approval will not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

In the event that a payment of Rent is submitted to Landlord from any party other than Tenant and Landlord accepts such payment, then such payment will be deemed to have been accepted on behalf of Tenant as an accommodation to Tenant, and in no event shall such acceptance by Landlord be deemed the creation of a tenancy between the third-party payer and Landlord; provided, however, Landlord's acceptance of a third-party payment of Rent shall not be deemed a waiver of Landlord's right to reject future third-party payments for Tenant, regardless of how many times in the past Landlord may have elected to accept a third-party payment on behalf of Tenant.

43. **SIGNS.** In connection with the signage program for the Project, Landlord will designate the location on the Premises, if any, for one or more Tenant identification sign(s). Tenant has no right to install Tenant identification signs in any other location in, on or about the Premises or the Project and will not display or erect any other signs, displays or other advertising materials that are visible from the exterior of the Building or from within the Building in any interior or exterior common areas.

The location, size, design, color and other physical aspects of any and all permitted signs will be subject to (i) Landlord's written approval prior to installation, which shall not be unreasonably withheld, (ii) any covenants, conditions or restrictions and sign criteria governing the Project, and (iii) any applicable municipal or governmental permits and approvals. Tenant will be solely responsible for all costs for installation, maintenance, repair and removal of any Tenant identification sign(s). Landlord shall supply one (1) 110v outlet to the exterior facade of the Premises for Tenant's signage, if lighting is required by the Signage Program as detailed in Exhibit "D". If Tenant fails to remove Tenant's sign(s) upon termination of this Lease and repair any damage caused by such removal, Landlord may do so at Tenant's sole cost and expense. Tenant agrees to reimburse Landlord for all costs incurred by Landlord to affect any installation, maintenance or removal on Tenant's account, which amount will be deemed additional rent, and may include, without limitation, all sums disbursed, incurred or deposited by Landlord including Landlord's costs, expenses and actual attorneys' fees with interest thereon at the Interest Rate from the date of Landlord's demand until paid by Tenant. Any sign rights granted to Tenant under this Lease are personal to Tenant and may not be assigned, transferred or otherwise conveyed to any assignee or subtenant of Tenant without Landlord's prior written consent, which consent Landlord may withhold in its sole and absolute discretion.

44. **LIMITATION ON LIABILITY.** In consideration of the benefits accruing hereunder, Tenant on behalf of itself and all successors and assigns of Tenant covenants and agrees that, in the event of any actual or alleged failure, breach or default hereunder by Landlord: (a) Tenant's recourse against Landlord for monetary damages will be limited to Landlord's interest in the Building including, subject to the prior rights of any Mortgagee, Landlord's interest in the rents of the Building and any insurance proceeds payable to Landlord, and in no event shall Tenant have the right to levy upon any of Landlord's other property or assets to satisfy any judgment or claim Tenant may have against Landlord; (b) except as may be necessary to secure jurisdiction of the partnership, no partner of Landlord shall be sued or named as a party in any suit or action and no service of process shall be made against any partner of Landlord; (c) no partner of Landlord shall be required to answer or otherwise plead to any service of process; (d) no judgment will be taken against any partner of Landlord and any judgment taken against any partner of Landlord may be vacated and set aside at any time after the fact; (e) no writ of execution will be levied against the assets of any partner of Landlord; (f) the obligations under this Lease do not constitute personal obligations of the individual partners, directors, officers or shareholders of Landlord, and Tenant shall not seek recourse against the individual partners, directors, officers or shareholders of Landlord or any of their personal assets for satisfaction of any liability in respect to this Lease; and (g) these covenants and agreements are enforceable both by Landlord and also by any partner of Landlord.

45. **FINANCIAL STATEMENTS.** In order to induce Landlord to enter into this Lease, Tenant agrees that it shall promptly furnish to Landlord from time to time (but not more often than twice per calendar year), within fifteen (15) business days of Landlord's written request, financial statements reflecting Tenant's current financial condition and that of any guarantors of Tenant, and financial statements for the two (2) years prior to the current financial statement year for Tenant and any guarantors of Tenant. Landlord shall be entitled to make the information contained in the financial statements available to any potential partner or lenders of Landlord or purchasers of the Project and/or the Building. Tenant represents and warrants that all financial statements, records, and information furnished to Landlord in connection with this Section shall be true, correct and complete in all respects.

46. CONTINUOUS USE COVENANT.

(a) Failure to Operate. In the event Tenant fails to continuously remain open for business during the hours described in Section 8(d), Tenant shall, nonetheless, have its window displays, exterior signs and exterior advertising displays adequately illuminated continuously during those hours and days identified in Section 8(d) above.

(b) Recapture Rights. In the event that Tenant breaches or intends to breach the operating covenant set forth in Section 46(a) above, Tenant shall give to Landlord immediate written notice specifying the hours of Tenant's business operation at the Premises and the reasons for varying from the prescribed days and/or times of operation. The giving of the foregoing notice shall not serve as a waiver by Landlord of the breach of the operating covenant. In addition, in the event that Tenant ceases to conduct full active business operations permitted hereunder at the Premises for thirty (30) consecutive days or forty-five (45) days in any three hundred sixty-five (365) day period, and the Premises is not under actual substantial and continuous remodeling or reconstruction, Landlord shall, in addition to Landlord's other rights and remedies hereunder for a breach of Tenant's obligations hereunder, have the right (i) commencing upon the expiration of such thirty (30) consecutive day or forty-five (45) day period, as the case may be, through and including the day prior to the date upon which Tenant recommences permanent, full active business operations at the Premises as required hereunder, to increase Base Rent to an amount equal to one and one-quarter (1-1/4) times the Base Rent otherwise in effect (with any such amount, to the extent applicable to a partial calendar month, prorated on the basis of thirty (30) days), which increased amount Tenant hereby agrees to pay, and (ii) of giving Tenant written notice (the "Recapture Notice") at any time after the subject thirty (30) consecutive day or forty-five (45) day period, that Landlord has elected to recapture the Premises, in which event the Term of the Lease shall expire and be of no further force or effect on the effective date of the Recapture Notice which effective date shall not be later than one hundred eighty (180) days following the date of the Recapture Notice.

47. TEMPORARY OUTSIDE STORAGE. Notwithstanding anything in the Lease to the contrary, Landlord shall permit Tenant to temporarily store building materials behind the Premises while Tenant is completing the Initial Leasehold Improvements, subject to the following limitations: (a) Landlord shall have the right to restrict such storage to a certain area or areas of the Project, subject to Landlord's sole and absolute discretion; (b) Tenant's storage of materials shall comply with all applicable laws, codes and ordinances; (c) Landlord has the right, in its sole and absolute discretion, to limit the size, type and amount of materials stored by or on behalf of Tenant; (d) Landlord shall not be obligated to protect, insure or provide any security for Tenant's materials or other personal property stored at the Project by or on behalf of Tenant; (e) Tenant shall indemnify and hold harmless Landlord and Landlord's employees, members and managers from and against all claims, damage, loss, liability or expense related to such storage and/or other use of the Project in connection with such storage and/or the completion of the Initial Leasehold Improvements; and (f) any of Tenant's materials and/or property that is "tagged" with graffiti or any other form of similar vandalism, must be, within 24 hours of Tenant's discovery of such condition, either (1) painted and/or cleaned so that such graffiti or other vandalism is removed, or (2) removed from the Project.

48. MISCELLANEOUS.

a. Accord and Satisfaction; Allocation of Payments. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.

b. Addenda. If any provision contained in an addendum to this Lease is inconsistent with any other provisions herein, the provisions contained in the addendum shall control, unless otherwise provided in the addendum.

c. Captions and Section Numbers. The captions appearing in the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Section numbers refer to Sections in this Lease.

d. Changes Requested by Lender. Neither Landlord nor Tenant shall unreasonably withhold its consent to negotiate and timely approve changes or amendments to this Lease requested by any lender of Landlord having a security interest in the Project or this Lease, so long as these changes do not alter the basic business terms of this Lease, do not increase the obligations of Tenant under this Lease or adversely affect the leasehold estate created by this Lease as described in Section 41, or otherwise materially diminish any rights or materially increase any obligation of the party from whom consent to such change or amendment is requested.

e. Choice of Law. This Lease shall be construed and enforced in accordance with the laws of the state of California, without regard to any choice of law principles that would require the application of the laws of any other jurisdiction.

f. Consent. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction. Tenant's only remedies therefor shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.

g. Counterparts. This Lease 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 one and the same instrument. Any party may transmit its signature hereto by facsimile or by email attachment, and such facsimile or email attachment signature page shall be deemed an original ink signature for all purposes.

h. Execution of Lease: No Option. The submission of this Lease to Tenant is for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to lease, or otherwise create any interest of Tenant in, the Premises or any other premises within the Building or Project. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.

i. Further Assurances. The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.

k. Prior Agreements; Amendments. This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.

l. Professional Fees. Any expenses of any nature incurred by Landlord in connection with any performance by it for the account of Tenant, and all costs and expenses, including reasonable attorneys' fees (whether or not legal proceedings are instituted) involved in collecting monies due under this Lease and enforcing or interpreting the obligations of Tenant under this Lease, including but not limited to the cost and expense of instituting and prosecuting legal proceedings or recovering possession of the Premises after default by Tenant or upon expiration or sooner termination of this Lease (whether in the State Courts or in the United States Bankruptcy Court), shall be due and payable by Tenant, on demand, as Additional Rent. Additionally, and without any limitation by any of the foregoing, in the event that either Landlord or Tenant shall institute any action or proceeding (whether in the State Courts or in the United States Bankruptcy Court) against the other relating to the provisions of this Lease, or any default hereunder, the unsuccessful party in such action or proceeding agrees to pay to the successful party the reasonable attorneys' fees and costs incurred therein by the successful party.

If Landlord is named as a defendant in any suit brought against Tenant in connection with or arising out of Tenant's occupancy hereunder, Tenant shall pay to Landlord its costs and expenses incurred in such suit, including without limitation, actual professional fees (such as those of appraisers, accountants, and attorneys).

m. Recording. Tenant shall not record this Lease or any memorandum thereof without the prior written consent of Landlord.

n. Severability. A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.

o. Successors and Assigns. This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.

p. Time of the Essence. Time is of the essence in the performance of all obligations under this Lease.

q. Authority to Execute. Each individual executing this document on behalf of a partnership, corporation or other entity represents that he or she is duly authorized to execute and deliver this document on behalf of the corporation, partnership and/or other entity and agrees to deliver evidence of his or her authority if requested by Landlord.

[SIGNATURES ON FOLLOWING PAGE]

The parties hereto have executed this Lease on the date set forth in the Basic Lease Information.

LANDLORD:

**AP-LANCASTER LLC, a
Delaware limited liability company**

By: DGA-Properties LLC, a
Delaware limited liability company
Its: Managing Member

By: Abbey-Properties LLC, a
California limited liability company
Its: Managing Member

By: _____
Its: Tracey R. Bard, Jr.
Vice President

TENANT:

**EMPOWER GENERATIONS, a
California non-profit corporation**

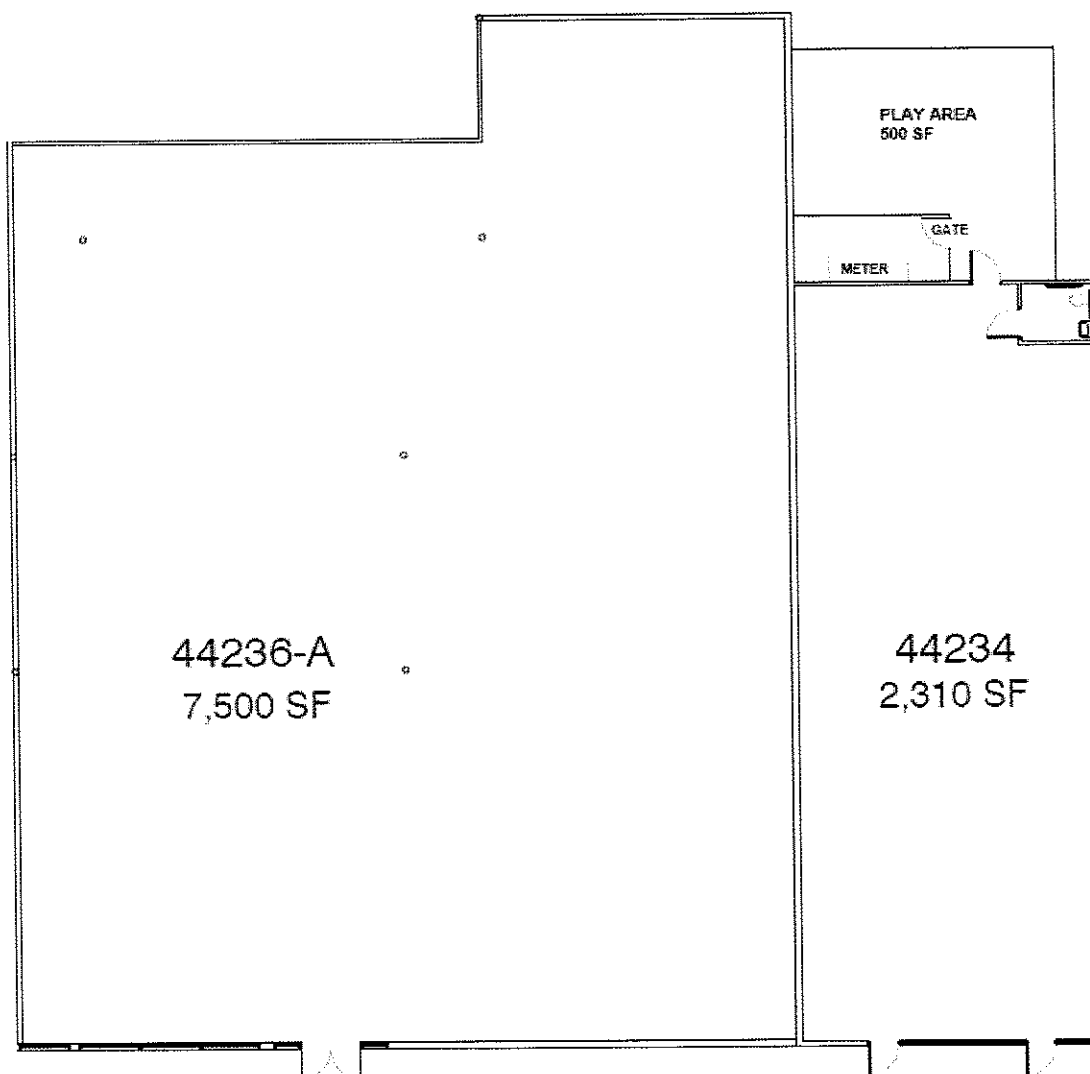
DocuSigned by:

By: _____
Malaka Donovan
Name: _____
Its: School Director

By: _____
Name: _____
Its: _____

EXHIBIT "A"

BUILDING SPACE PLAN SHOWING THE PREMISES SHOWING THE PLAY AREA



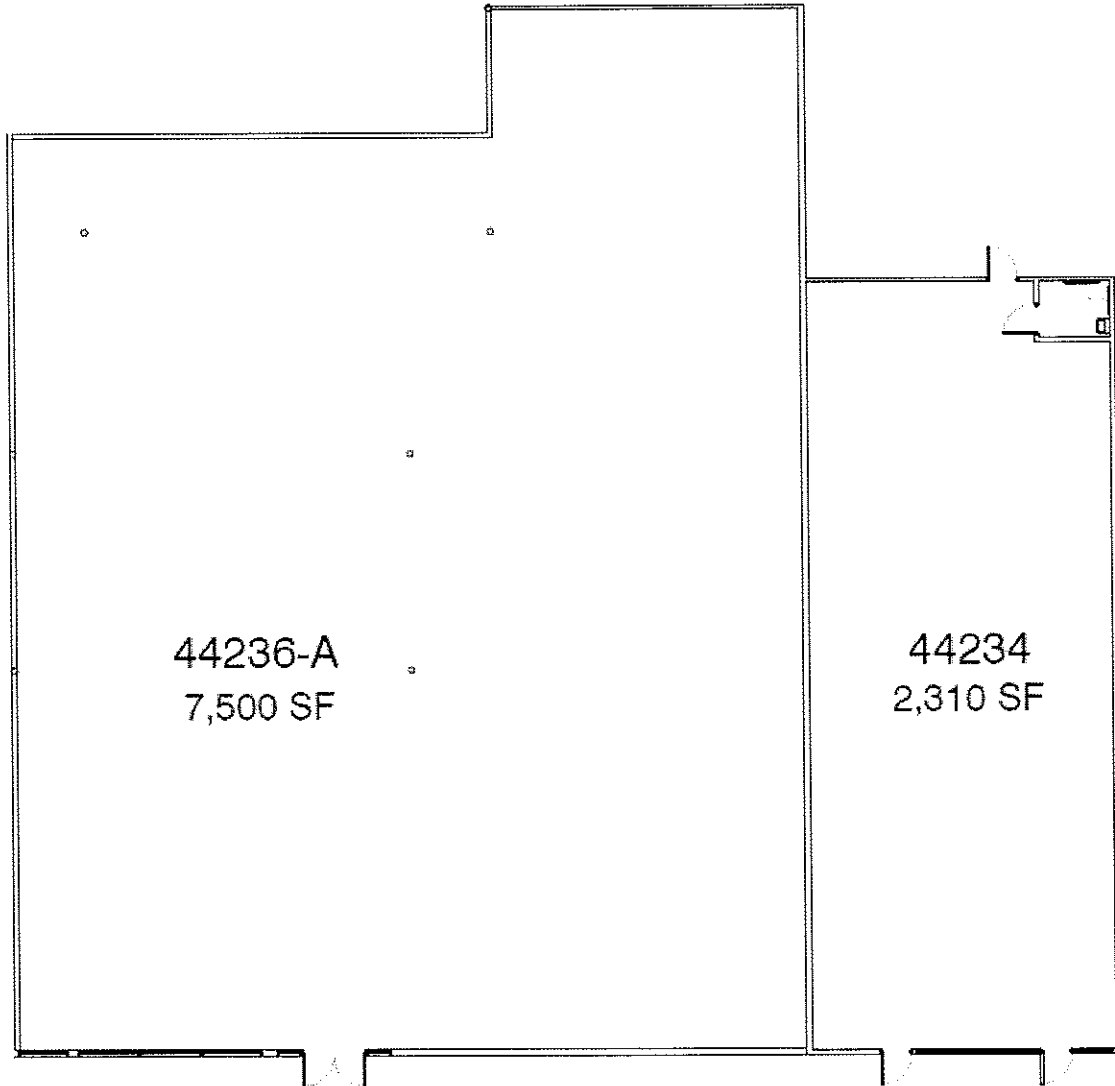
10th Street Commerce Center

9,810 SF

44234 & 44236-A W. Tenth St., Lancaster

EXHIBIT "A-1"

SPACE PLAN OF THE PREMISES



10th Street Commerce Center

9,810 SF

44234 & 44236-A W. Tenth St., Lancaster

EXHIBIT "A-2"

SITE PLAN OF THE PROJECT

10th Street Commerce Center

44204 – 44288 West Tenth Street, Lancaster, California

APNs: 3131-010-042, -044

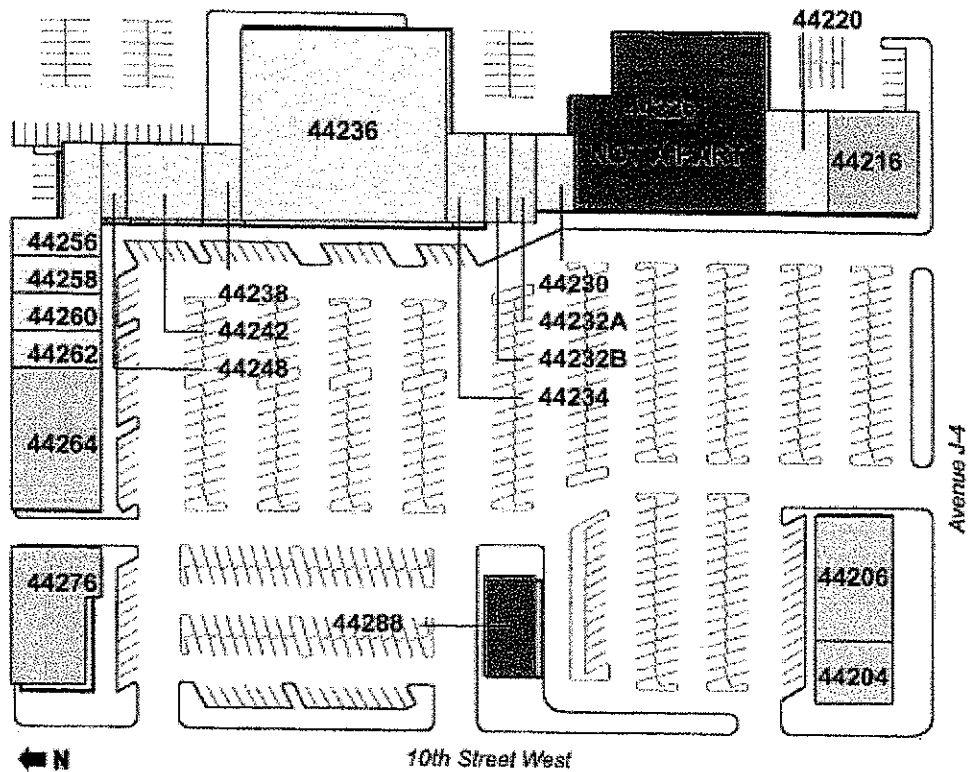


EXHIBIT "B"

Schedule of Base Rent

<u>Effective Dates</u>	<u>Base Rent</u>
Months 1 to 24	\$7,875.00 per month*
Month 25 to 36	\$10,558.00 per month
Months 37 to 48	\$10,822.00 per month
Months 49 to 60	\$11,092.50 per month
Months 61** to 72	\$11,370.00 per month
Months 73** to 84	\$11,654.00 per month
Months 85** to 96	\$11,945.50 per month
Months 97 to 108	\$12,244.00 per month
Months 109 to 129	\$12,550.00 per month

*Subject to Section 5.2 above

** Subject to Section 7(b) above

EXHIBIT "C"

Early Termination Payment – Costs and Amortization Schedule

[to be inserted]

EXHIBIT "D"**SIGNAGE PROGRAM**

This criterion establishes a uniform policy for all tenant sign identification, and is designed to establish standards, which assure an attractive business complex for the benefits of all tenants. Plans for proposed signs shall be submitted for design review and approval of Landlord, which consent may be withheld in Landlord's sole discretion. Adherence to these rules shall be the responsibility of each tenant. Conformance will be strictly enforced. Any non-conforming signage shall be brought into conformance at Tenant's expense.

A. GENERAL REQUIREMENTS FOR ALL SIGNAGE:

1. All signage shall conform to all applicable municipal and governmental rules, regulations, and ordinances.
2. All signage must be approved by Landlord prior to application for all sign permits.
3. All building signage must have an approved permit from the City of Lancaster.
4. Tenant shall pay for installation and maintenance of all signs.
5. Tenant shall obtain all necessary permits and approvals from all applicable municipal and governmental entities.
6. Any secondary signage shall comply with all applicable municipal and governmental rules, regulations, and ordinances.
7. A layout of each proposed sign, showing copy/logo and color samples, must be submitted to Landlord for approval prior to fabrication and installation.
8. Unless specifically approved by Landlord in writing, no window lettering is permitted except for Tenant's business name, which may be placed in the window immediately adjacent to the main entry door. Tenants with little or no adjacent glass may place the name on the door to the Premises. All window copy is to be fabricated from three inch (3") computer cut, two (2) mil., high performance white vinyl lettering, using Helvetica medium font. Lettering is to be centered between the window frames with a minimum 1-1/2" border on each side. Lettering is not to be condensed more than 75%. Letter height may be reduced up to 1/2" to stay within the other criteria. If the business name still cannot be accommodated on one line then it may be placed on two (2) lines using a 2-1/2" letter height and 1-3/4" spacing between lines. The top edge of the top line is to be 69" above the concrete slab, or as otherwise required by Landlord. Any and all other attachments to the glass will be in non-conformance. Subtenant names, business services or types, and all other attachments to the glass or glazing, except as described above, shall be considered non-conforming and subject to removal.
9. No mirrored, blackout, or colored tinting is permitted, nor is any other form of window covering that obscures or obstructs being able to see into the Premises. If any tinting is desired, Tenant must first submit a sample to Landlord for approval, which consent may be withheld in Landlord's sole discretion.

This criterion establishes the uniform policies for all Tenant sign identification, for the purpose of maintaining a consistent overall appearance of the Project, and to provide tenants with a consistent quality environment from which to conduct business. Any sign that does not conform to these criteria may be brought into conformity or removed by the Landlord without notice. Any cost incurred by the Landlord to remove non-conforming signs, or to correct defacement from mounting of non-conforming signs, shall be the responsibility of the Tenant.

EXHIBIT "E"

RULES AND REGULATIONS

A. General Rules and Regulations. The following rules and regulations govern the use of the Building and the Common Areas. Tenant will be bound by such rules and regulations and agrees to cause Tenant's Authorized Users, its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same, except for such rules or regulations that conflict with the Lease.

1. Except as specifically provided in the Lease to which these Rules and Regulations are attached, no sign, placard, picture, stickers, banners, advertisement, name or notice may be installed or displayed on any part of the outside or inside of the Building without the prior written consent of Landlord, which shall not be unreasonably withheld. Landlord will have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls are to be printed, painted, affixed or inscribed at the expense of Tenant and under the direction of Landlord by a person or company designated or approved by Landlord.

2. If Landlord objects in writing to any curtains, blinds, shades, screens or hanging plants or other similar objects attached to or used in connection with any window or door of the Premises, or placed on any windowsill, which is visible from the exterior of the Premises. Tenant will immediately discontinue such use. Tenant agrees not to place anything against or near glass partitions or doors or windows which may appear unsightly from outside the Premises, including, without limitation, stickers, tinting materials, foil shades, blinds or screens.

3. Tenant will not obstruct any sidewalks, passages, exits or entrances of the Project. The sidewalks, passages, exits and entrances are not open to the general public, but are open, subject to reasonable regulations, to Tenant's business invitees. Landlord will in all cases retain the right to control and prevent access thereto of all persons whose presence in the reasonable judgment of Landlord would be prejudicial to the safety, character, reputation and interest of the Project and its tenants, provided that nothing herein contained will be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal or unlawful activities. No tenant and no employee or invitee of any tenant will go upon the roof of the Building.

4. Landlord expressly reserves the right to absolutely prohibit solicitation, canvassing, distribution of handbills or any other written material or goods, peddling, sales and displays of products, goods and wares in all portions of the Project except for such activities as may be expressly permitted under the Lease. Landlord reserves the right to restrict and regulate the use of the Common Areas of the Project by invitees of tenants providing services to tenants on a periodic or daily basis including food and beverage vendors. Such restrictions may include limitations on time, place, manner and duration of access to a tenant's premises for such purposes.

5. Landlord reserves the right to prevent access to the Project in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.

6. Landlord reserves the right to approve companies providing cleaning and janitorial services for the Premises. Tenant will not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises.

7. Landlord will furnish Tenant, free of charge, with two keys to each exterior entry door lock to the Premises. Landlord may make a reasonable charge for any additional keys. Tenant shall not make or have made additional keys, and Tenant shall not alter any lock or install any new additional lock or bolt on any door of the Premises. Tenant, upon the termination of its tenancy, will deliver to Landlord the keys to all doors which have been furnished to Tenant.

8. If Tenant requires telegraphic, telephonic, burglar alarm, satellite dishes, antennae or similar services, it will first obtain Landlord's approval, and comply with, Landlord's reasonable rules and requirements applicable to such services, which may include separate licensing by, and fees paid to, Landlord, as well as all federal, state, and local regulations. Tenant will not transmit or receive any electromagnetic, microwave or other radiation which may be harmful or hazardous to any person or property in or about the Premises or elsewhere within the Project.

9. No deliveries will be made which impede or interfere with other tenants or the operation of the Building.

10. Tenant will not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment or reasonably used in the normal course of Tenant's Use, including materials as may be used in art, science and other instructional activities. Tenant will not sleep cook or wash clothes in the Premises or use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors or vibrations, intense glare, light or heat, nor will Tenant bring into or keep in or about the Premises any birds or animals.

11. Landlord reserves the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building. Without the written consent of Landlord, Tenant will not use the name of the Building or the Project in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

12. The toilet rooms, toilets, urinals, wash bowls and other apparatus will not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from any violation of this rule will be borne by the tenant who, or whose employees or invitees, break this rule.

13. Tenant will not sell, or permit the sale at retail of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise to the general public in or on the Premises, except for such sales that are related to Tenant's educational use of the Premises (e.g., school newspapers, school merchandise or other goods, school theater tickets, etc.). Tenant will not make any building to building solicitation of business from other tenants in the Project. Tenant will not use the Premises for any business or

activity other than that specifically provided for in this Lease. Tenant will not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction that is not related to Tenant's educational use (e.g., fundraising for the school) upon the Premises without first having obtained Landlord's prior written consent, which consent shall not be unreasonably withheld.

14. Except for the ordinary hanging of pictures and wall decorations, Tenant will not mark or drive nails into any partitions, woodwork or plaster or in any way deface the Premises or any part thereof, except in accordance with the provisions of the Lease pertaining to alterations. Landlord reserves the right to direct electricians as to where and how telephone and telegraph wires are to be introduced to the Premises. Tenant will not cut or bore holes for wires. Tenant will not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

15. Landlord reserves the right to exclude or expel from the Project any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.

16. Tenant will store all its trash and garbage within its Premises or in other facilities provided by Landlord. Tenant will not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal is to be made in accordance with directions issued from time to time by Landlord.

17. The Premises will not be used for lodging nor shall the Premises be used for any improper, immoral or objectionable purpose.

18. Tenant agrees to comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

19. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed. Tenant will not leave or store any equipment materials or items of any kind outside the walls of the Premises.

20. Tenant shall use at Tenant's cost such pest extermination and control contractor(s) as Landlord may direct and at such intervals as Landlord may reasonably require.

21. To the extent Landlord reasonably deems it necessary to exercise exclusive control over any portions of the Common Areas for the mutual benefit of the tenants in the Project, Landlord may do so subject to reasonable, nondiscriminatory additional rules and regulations.

22. Tenant's requirements will be attended to only upon appropriate application to Landlord's management office for the Project by an authorized individual of Tenant. Employees of Landlord will not perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and no employee of Landlord will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

23. These Rules and Regulations are in addition to, and will not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord will be construed as a waiver of such Rules and Regulations in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Project.

24. Landlord reserves the right to make such other and reasonable and nondiscriminatory Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the Project and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations herein above stated and any additional reasonable and nondiscriminatory rules and regulations which are adopted. Tenant is responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

B. Parking Rules and Regulations. The following rules and regulations govern the use of the parking facilities which serve the Building. Tenant will be bound by such rules and regulations and agrees to cause its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same:

1. Tenant will not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, subtenants, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. No vehicles are to be left in the parking areas overnight and no vehicles are to be parked in the parking areas other than normally sized passenger automobiles, motorcycles and pick up trucks. No extended term storage of vehicles is permitted.

2. Vehicles must be parked entirely within painted stall lines of a single parking stall.

3. All directional signs and arrows must be observed.

4. The speed limit within all parking areas shall be five (5) miles per hour.

5. Parking is prohibited: (a) in areas not striped for parking; (b) in aisles or on ramps; (c) where "no parking" signs are posted; (d) in cross hatched areas; and (e) in such other areas as may be designated from time to time by Landlord or Landlord's parking operator.

6. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicle if such vehicle's audio theft alarm system remains engaged for an unreasonable period of time.

7. Washing, waxing, cleaning or servicing of any vehicle in any area not specifically reserved for such purpose is prohibited.

8. Landlord may refuse to permit any person to park in the parking facilities who violates these rules with unreasonable frequency, and any violation of these rules shall subject the violator's car to removal, at such car owner's expense. Tenant agrees to use its

best efforts to acquaint its employees, subtenants, assignees, contractors, suppliers, customers and invitees with these parking provisions, rules and regulations.

9. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicles which are used or parked in violation of these rules and regulations.

10. Landlord reserves the right from time to time to modify and/or adopt such other reasonable and nondiscriminatory rules and regulations for the parking facilities as it deems reasonably necessary for the operation of the parking facilities.

RULES AND REGULATIONS FOR ALTERATIONS

ALTERATIONS. After installation of the initial Tenant Improvements for the Premises, if any, Tenant shall not make any alterations, additions, improvements or decorations to the Premises (collectively, "Alterations") without Landlord's prior written consent, which shall not be unreasonably withheld. All permitted Alterations shall be subject to the following terms and conditions:

(a) Prohibited Alterations. Tenant may not make any Alterations which: (i) affect any area outside the Premises; (ii) affect the Building's structure, equipment, services or systems, or the proper functioning thereof, or Landlord's access thereto; (iii) affect the outside appearance, character or use of the Building or any Common Areas; (iv) in the reasonable opinion of Landlord, lessen the value of the Building; or (v) will violate or require a change in any occupancy certificate applicable to the Premises.

(b) Landlord's Approval. In requesting Landlord's approval of any Alterations, Tenant must deliver to Landlord written notice requesting Landlord's approval and a copy of any plans, specifications and working drawings for any such Alterations at least ten (10) days prior to commencement of the work thereof. Landlord's approval of plans, specifications and/or working drawings for Alterations will not create any responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with applicable permits, laws, rules and regulations of governmental agencies or authorities. In approving any Alterations, Landlord reserves the right to require Tenant to increase its Security Deposit to provide Landlord with additional reasonable security for the removal of such Alterations by Tenant as may be required by the Lease.

(c) Contractors. Before proceeding with any Alterations, Tenant agrees to provide Landlord with prior written notice and Tenant's contractors must obtain and maintain, on behalf of Tenant and at Tenant's sole cost and expense: (i) all necessary governmental permits and approvals for the commencement and completion of such Alterations; and (ii) if requested by Landlord, a completion and lien indemnity bond, or other surety, reasonably satisfactory to Landlord for such Alterations. Throughout the performance of any Alterations, Tenant agrees to obtain, or cause its contractors to obtain, workers compensation insurance and general liability insurance in compliance with the provisions of Paragraph 19 of the Lease.

(d) Manner of Performance. All Alterations must be performed: (i) in accordance with the approved plans, specifications and working drawings; (ii) in a lien free and first class and workmanlike manner; (iii) in compliance with all applicable permits, laws, statutes, ordinances, rules, regulations, orders and rulings now or hereafter in effect and imposed by any governmental agencies and authorities which assert jurisdiction; (iv) in such a manner so as not to interfere with the occupancy of any other tenant in the Building, nor impose any additional expense upon nor delay Landlord in the maintenance and operation of the Building; and (v) at such times, in such manner, and subject to such rules and regulations as Landlord may from time to time reasonably designate.

(e) Ownership. Tenant's equipment, machinery and trade indoor and outdoor fixtures which can be removed without damage to installed at the Premises by Tenant shall remain the property of Tenant, shall not be considered a fixture improvement to the Premises, and may be removed by Tenant, subject to the provisions of Section 13.b of the Lease. Landlord may also require Tenant to remove Alterations which Landlord did not have the opportunity to approve. If Landlord requires Tenant to remove any Alterations, Tenant, at its sole cost and expense, agrees to remove the identified Alterations on or before the expiration or earlier termination of the Lease and repair any damage to the Premises caused by such removal (or, at Landlord's option, Tenant agrees to pay to Landlord all of Landlord's costs of such removal and repair).

(f) Personal Property. All articles of personal property owned by Tenant or installed by Tenant at its expense in the Premises (including Tenant's business and trade fixtures, furniture, movable partitions and equipment [such as telephones, copy machines, computer terminals, refrigerators and facsimile machines]) will be and remain the property of Tenant, and must be removed by Tenant from the Premises, at Tenant's sole cost and expense, on or before the expiration or earlier termination of the Lease. Tenant agrees to repair any damage caused by such removal at its cost on or before the expiration or earlier termination of the Lease.

(g) Removal of Alterations. If Tenant fails to remove by the expiration or earlier termination of the Lease all of its personal property, or any Alterations identified by Landlord for removal, Landlord may, at its option, treat such failure as a hold over pursuant to Subparagraph 11(b) of the Lease, and/or Landlord may (without liability to Tenant for loss thereof) treat such personal property and/or Alterations as abandoned and, at Tenant's sole cost and expense, and in addition to Landlord's other rights and remedies under the Lease, at law or in equity: (a) remove and store such items; and/or (b) upon ten (10) days prior notice to Tenant, sell, discard or otherwise dispose of all or any such items at private or public sale for such price as Landlord may obtain or by other commercially reasonable means. Tenant shall be liable for all costs of disposition of Tenant's abandoned property and Landlord shall have no liability to Tenant with respect to any such abandoned property. Landlord agrees to apply the proceeds of any sale of any such property to any amounts due to Landlord under this Lease from Tenant (including Landlord's attorneys' fees and other costs incurred in the removal, storage and/or sale of such items), with any remainder to be paid to Tenant.

EXHIBIT "F"**TENANT'S INSURANCE REQUIREMENTS**

This outlines the insurance requirements of your Lease. To assure compliance with these terms, we suggest you send a copy of this Exhibit to your insurer or agent. Initial Certificates must be provided to Landlord prior to occupancy of the Premises.

Insurance Carriers/Coverage Terms:

All carriers used by the Tenant must be licensed in the state in which the property is located. Insurance carriers must have a financial rating of "A-" or better as defined by the most recent AM Best's rating. The financial size of the carrier must be "VIII" or better as defined by the most recent AM Best's rating. Or, alternatively, Tenant's insurance shall be through a governmental joint powers authority insurance pool for California charter schools.

Tenant may use admitted or non-admitted insurance carrier(s) as long as the insurance carrier(s) is a licensed carrier(s) in the state in which the property is located and that the insurance carrier(s) meet the financial security as defined above, if applicable. In addition:

- Tenant's coverage should be primary and non-contributing to any insurance provided by the Landlord.
- Tenant's policies must include Landlord as an additional insured using endorsement form CG 2026 1185 or an equivalent as follows: "AP-Lancaster LLC, Abbey-Properties LLC, DGA-Properties LLC, The Abbey Management Company LLC, and their respective employees and agents, members, managers, officers and owners (and their beneficiaries, if any) are additional insureds, jointly and/or severally, regarding any coverage afforded by this policy with respect to services and/or materials performed, furnished or supplied on, for or to such properties."

SEND CERTIFICATE TO:

AP-Lancaster LLC
c/o The Abbey Management Company LLC
12447 Lewis Street, Suite 203
Garden Grove, CA 92840
Tel.: 562.435.2100
Fax: 562.435.2109

- Tenant's policies must contain a waiver subrogation clause in favor of the Landlord.
- Tenant's policies must provide severability of interest and may not contain "insured versus insured" exclusions.

1. Comprehensive or Commercial General Liability Insurance (Minimum Limits):

\$1,000,000 Combined Single Limit, each occurrence
\$2,000,000 General Aggregate (minimum) this location
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury & Advertising Injury
\$ 300,000 Fire Legal Liability Limit
\$ 5,000-\$10,000 Medical Payments

- Deductible or Self-Insured Retention not greater than \$5,000.
- Occurrence based on ISO Form (1986 edition or newer). Claims made and/or modified occurrence forms are not acceptable.
- If required, Tenant shall ensure that liquor liability coverage is provided as part of the tenant's comprehensive or commercial general liability insurance subject to the applicable minimum limits of that policy as outlined herein.
- If required, Tenant shall ensure that animal bailee coverage is provided as part of the tenant's comprehensive or commercial general liability insurance subject to the applicable minimum limits of that policy as outlined herein.

2. **Umbrella/Excess Liability Insurance:** \$2,000,000 per occurrence (annual aggregate). Coverage must be as broad as the primary and meet the same requirements as noted in Section 1.
3. **Tenant's Property Insurance:** "All Risks" coverage or utilizing the ISO Special Cause of Loss form. Coverage should extend to both the real property and to the tenant's personal business property and include earthquake sprinkler damage. Coverage to be written on a replacement costs basis sufficient to cover 100% of the replacement cost. Co-insurance must be waived.
4. **Tenant's Business Interruption Insurance:** All Risks coverage of operations at leased premises; covering at least 12 months due to insured peril.
5. **Tenant's Workers' Compensation and Employer's Liability Insurance:** Statutory Limits and terms required by law with subject statutory limits. Employers Liability should be provided at limits not less than (1) \$500,000 each accident or injury, \$500,000 each employee/disease, and \$500,000 disease/policy aggregate limit, or (2) current limit carried, whichever is greater.
6. **Tenant's Automobile Insurance (if requested):** At least \$1,000,000 Combined Single Limit per accident; covering all owned, non-owned, hired autos (Symbol 1 any auto).

EXHIBIT "G"**SAMPLE FORM OF NOTICE OF LEASE TERM DATES**

Date: _____, 2021.

Re: That certain Lease Agreement dated as of September 1, 2021 (the "**Lease**") between **AP-LANCASTER LLC**, a Delaware limited liability company ("**Landlord**") and **EMPOWER GENERATIONS, a California non-profit corporation** ("**Tenant**"), whereby Tenant leases from Landlord 9,810 rentable square feet of space of located at 44236 W. 10th Street, Suite A, and 44234 W. 10th Street, Lancaster, California (the "**Premises**"). In accordance with the above Lease, the parties desire to mutually advise and/or confirm as follows:

1. Tenant accepted delivery of the Premises on _____, 2021 with Landlord's Work substantially completed, and with no construction deficiencies.

2. Tenant is in possession of the Premises and acknowledges that under the provisions of the Lease, the Commencement Date of the Lease is hereby established to be _____, and the Expiration Date of the Lease is _____.

3. In accordance with the Lease, Tenant's obligation to pay Rent commences on _____, and shall be payable in accordance with the following schedule:

<u>Effective Dates</u>	<u>Base Rent</u>
_____, 2021 to _____, 2021	\$_____ per month
_____ to _____	\$_____ per month
_____ to _____	\$_____ per month
_____ to _____	\$_____ per month
_____ to _____	\$_____ per month
_____ to _____	\$_____ per month
_____ to _____	\$_____ per month
_____ to _____	\$_____ per month
_____ to _____	\$_____ per month
_____ to _____	\$_____ per month

The parties hereto have executed this document on the date first set forth above:

LANDLORD:

**AP-LANCASTER LLC, a
Delaware limited liability company**

By: DGA-Properties LLC, a
Delaware limited liability company
Its: Managing Member

By: Abbey-Properties LLC, a
California limited liability company
Its: Managing Member

By: _____
Tracey R. Bard, Jr.
Its: Vice President

TENANT:

**EMPOWER GENERATIONS, a
California non-profit corporation**

By: _____

Name: _____

Its: _____

EXHIBIT "H"

WORK LETTER AGREEMENT

This WORK LETTER AGREEMENT (this "**Work Letter Agreement**"), is entered into by and between **AP-LANCASTER LLC**, a Delaware limited liability company ("**Landlord**") and **EMPOWER GENERATIONS**, a California non-profit corporation ("**Tenant**"), as of September 1, 2021, with reference to the following recitals of fact:

A. Landlord and Tenant are concurrently entering into that certain Lease Agreement dated as of September 1, 2021 (the "**Lease**"), for the premises located at 44236 W. 10th Street, Suite A, and 44234 W. 10th Street, Lancaster, California (the "**Premises**"), containing approximately 9,810 rentable square feet of space (the "**Premises**").

B. As incentive for the execution of the above-referenced Lease, Landlord shall complete certain base-building improvements to the Premises, and Tenant shall construct certain tenant improvements in the Premises, as is more specifically described herein.

C. All references in this Work Letter Agreement to "the Lease" shall mean the relevant portions of the Lease to which this Work Letter Agreement is attached as Exhibit "H".

NOW, THEREFORE, in consideration of mutual consideration, the parties agree as follows:

1. **General.**

(a) Purpose. The purpose of this Work Letter is to set forth how the Landlord's Work and the Initial Leasehold Improvements (each as defined below) are to be designed and constructed, who will be responsible for the design and construction of such work, who will pay for the design and construction, and the time schedule for completion of the design and construction. The provisions of the Lease, except where clearly inconsistent or inapplicable to this Work Letter, are hereby incorporated into this Work Letter.

(b) Initial Leasehold Improvements. The "**Initial Leasehold Improvements**" shall mean all improvements and fixtures to be constructed in and for the Premises and which are permanently affixed to the Premises pursuant to the approved Construction Documents (as defined below), including, without limitation, all carpet, wall coverings, millwork, doors, counters, cabinetry and partitions; all demising walls; work stations, all corridors and modifications to the bathrooms in the Premises; all lunchrooms, kitchens, computer rooms, storage rooms, utility rooms and other special rooms; Tenant's entry door signs; all components and requirements to connect or modify the Building's HVAC, electrical, telephone, plumbing, life safety and sprinkler systems to service the Premises and prepare the Premises for occupancy (such as, but not limited to, conduits for lighting changes required to the Premises); and all other tenant improvements required for the operation of Tenant's business in the Premises.

(c) Landlord's Work. "**Landlord's Work**" shall mean the work set forth in Exhibit "H-1" to be completed at Landlord's sole cost and expense.

2. **Construction Documents.** Following the execution and delivery of the Lease, Tenant shall arrange for plans and specifications for the Initial Leasehold Improvements (the "**Construction Documents**") to be prepared by Tenant's architect/designer ("**Tenant's Designer**"), and for a third-party construction manager to be hired at Tenant's expense. Tenant's Designer and the third-party construction manager shall be subject to Landlord's prior approval, which shall not be unreasonably withheld. Landlord shall make available to Tenant its in-house space planning services to help Tenant prepare a "test-fit" plan and preliminary budget for the Initial Leasehold Improvements. The parties acknowledge that the space plan showing the Premises attached to the Lease as Exhibit "A" is not necessarily the final draft of the space plan for the Premises, and Tenant reserves the right to modify the same subject to Landlord's approval as set forth in this Work Letter. Landlord shall approve or disapprove any Construction Documents submitted to Landlord for approval within ten (10) business days after receipt by Landlord of the Construction Documents. If Landlord timely disapproves the Construction Documents, Landlord shall provide a reasonably detailed explanation as to the basis for such disapproval and Tenant shall, within ten (10) business days of receipt of Landlord's notice of disapproval, revise and resubmit such Construction Documents, correcting or altering such disapproved items. The Construction Documents, when approved by Landlord, shall be attached to this Work Letter as Exhibit "H-2" and made a part hereof. The cost of all architectural and design work, project management costs, as well as the cost of all engineering governmental fees relating to the development of Initial Leasehold Improvements, shall be paid by Tenant. Tenant agrees and understands that Landlord makes no

representations regarding, and shall not be the guarantor of, or responsible for, the correctness or accuracy of the Construction Documents or compliance of the Construction Documents with any applicable laws.

2. **Landlord's Work.** Following the Effective Date, Landlord will, at Landlord's sole cost and expense, arrange for Landlord's Work to be completed at Landlord's sole cost and expense, prior to the Delivery Date. Landlord shall cause Landlord's Work to be completed as soon as reasonably possible with the target date for completion being on or before November 1, 2021. The parties acknowledge some uncertainty with respect to labor and supply chain issues as a result of the COVID-19 pandemic, and therefore Landlord agrees to keep Tenant regularly updated regarding the status of Landlord's Work and the estimated date of completion of Landlord's Work as described in Section 6 below. In turn, Landlord agrees to grant Tenant access to the Premises as soon as reasonably possible during the period of Landlord's Work in order for Tenant to commence the Initial Leasehold Improvements.

3. **Permits.** Tenant shall be responsible for obtaining all governmental approvals of the Construction Documents to the full extent necessary for the issuance of a building permit for the Initial Leasehold Improvements based upon such Construction Documents. Thereafter, Tenant shall also cause to be obtained all other necessary approvals and permits from all governmental agencies having authority over the construction and installation of the Initial Leasehold Improvements in accordance with the approved Construction Documents and shall undertake all steps necessary to insure that the construction of the Initial Leasehold Improvements is accomplished in strict compliance with all Laws applicable to such construction and the requirements and standards of any insurance underwriting board, inspection bureau or insurance carrier insuring the Premises pursuant to the Lease. Landlord shall reasonably cooperate with Tenant in obtaining all of the approvals and permits described herein and shall sign all permits, applications and other instruments requested by Tenant in connection with the same.

4. **Construction.** Tenant shall employ an outside contractor or contractors of Tenant's choice (collectively, "**Contractor**"), subject to Landlord's reasonable approval as described below, to construct the Initial Leasehold Improvements in substantial conformance with the Construction Documents; provided, however, that the construction contracts between Tenant and Contractor and Tenant's subcontractors shall be subject to Landlord's prior, reasonable approval, such construction contracts shall provide for progress payments, and Tenant shall pay for the entire cost of design and construction of the Initial Leasehold Improvements and all permits, review and approval fees in connection therewith. Landlord, at its election, has the right to have its contractor submit a bid to Tenant for the completion of the Initial Leasehold Improvements. The selection of Contractor and the performance of the work shall be subject to the following conditions:

(a) Contractor shall be duly licensed and subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, but shall be conditioned on the Contractor's reputation for quality of work, timeliness of performance, integrity and Landlord's prior experience (if any) with such Contractor.

(b) Landlord or Landlord's agents shall have the right, during reasonable times following reasonable prior written notice to Tenant, to inspect the construction of the Initial Leasehold Improvements by Tenant during the progress thereof, it being the intent of the parties hereto that Landlord shall be reasonable in its inspection of the construction of the Initial Leasehold Improvements and that Landlord shall recognize, to the extent commercially reasonable and practicable, the necessity of field changes based on field conditions. Landlord shall use its best efforts, and cause its agents to use their best efforts, to minimize interference with the construction of the Initial Leasehold Improvements during such inspections. If Landlord shall give notice of faulty construction or any material deviation from the Construction Documents, Tenant shall cause Contractor to make corrections promptly. However, neither the privilege herein granted to Landlord to make such inspections, nor the making of such inspections by Landlord, shall operate as a waiver of any rights of Landlord to require good and workmanlike construction and improvements erected in accordance with the Construction Documents.

(c) Tenant shall cause the Contractor to commence to construct the Initial Leasehold Improvements within ten (10) business days (or as soon thereafter as is reasonably practical) following Landlord's approval of the Construction Documents and instruct the Contractor to cause the Initial Leasehold Improvements to be completed as soon as reasonably possible.

(d) Tenant's construction of the Initial Leasehold Improvements shall comply with the following: (i) the Initial Leasehold Improvements shall be constructed in substantial accordance with the Construction Drawings; (ii) Tenant and/or Contractor shall submit schedules of all work relating to the Initial Leasehold Improvements to Landlord for Landlord's approval within ten (10) business days following the selection of Contractor and the approval of the Construction Drawings (or as soon thereafter as is reasonably practical). Landlord shall, within ten (10) days of receipt thereof, reasonably approve or disapprove any work schedule submitted to Landlord. If Landlord fails to disapprove any work schedule within such 10-day period, the applicable work schedule shall be conclusively deemed approved. If Landlord timely disapproves any work schedule, Landlord shall provide a reasonably detailed

explanation as to the basis for such disapproval and Tenant and/or Contractor shall, within ten (10) days of receipt of Landlord's notice of disapproval, revise and resubmit such work schedule; and (iii) Tenant shall abide by all reasonable and nondiscriminatory rules made by Landlord with respect to the use of freight, loading dock and service elevators, storage of materials, coordination of work with the contractors of other Tenants, and any other matter in connection with this Work Letter, including, without limitation, the construction of the Initial Leasehold Improvements.

(e) Tenant hereby indemnifies and holds Landlord harmless with respect to any and all costs, losses, damages, injuries and liabilities related in any way to any act or omission of Tenant or Tenant's Contractor, or anyone directly or indirectly employed by any of them, or in connection with (1) Tenant's non-payment of any amount arising out of the Initial Leasehold Improvements, except to the extent that such non-payment is the result of a Landlord breach of this Lease, and (2) any defect in the Initial Leasehold Improvements to the extent the cost, loss, damage, injury or liability is (a) not caused by the negligence or willful misconduct of Landlord, (b) not covered by Landlord's insurance, and (c) covered by Tenant's insurance. In addition, Tenant shall promptly correct or cause Tenant's Contractor to promptly correct any non-compliance with applicable laws of the Initial Leasehold Improvements. The provisions of this paragraph shall survive the term of this Work Letter Agreement and the Lease.

(f) Tenant's Contractor and the subcontractors utilized by Tenant's Contractor shall guarantee to Tenant and for the benefit of Landlord that the portion of the Initial Leasehold Improvements for which it is responsible shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof. Each of Tenant's Contractor and the subcontractors utilized by Tenant's Contractor shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with its contract that shall become defective within one (1) year after the later to occur of (i) completion of the work performed by such contractor or subcontractors and (ii) the Commencement Date. All such warranties or guarantees as to materials or workmanship of or with respect to the Initial Leasehold Improvements shall be contained in the Contract or subcontract and shall be written such that such guarantees or warranties shall inure to the benefit of both Landlord and Tenant, as their respective interests may appear, and can be directly enforced by either. Tenant covenants to give to Landlord any assignment or other assurances which may be necessary to affect such right of direct enforcement.

5. **Default.** Any default by Tenant under the terms of this Work Letter shall constitute a default under the Lease to which this Work Letter is attached, and shall entitle Landlord to exercise all remedies set forth in the Lease. Tenant shall have any and all rights to remedy such default pursuant to the provisions of the Lease.

6. **Reasonable Diligence.** Both Landlord and Tenant agree to use reasonable diligence in performing all of their respective obligations and duties under this Work Letter and in proceeding with the construction and completion of Landlord's Work and the Initial Leasehold Improvements in the Premises. Landlord shall provide regular updates to Tenant regarding the status of Landlord's Work and the estimated date of completion of Landlord's Work so that Tenant can plan for its own facilities needs during the school year and commence its Initial Leasehold Improvements as soon as possible.

7. **Insurance Requirements.**

(a) **General Coverages.** Contractor shall carry worker's compensation insurance covering all of their respective employees, and shall also carry public liability insurance, including property damage, all with limits, in form and with companies as are required to be carried by Tenant as set forth in the Lease.

(b) **Special Coverages.** Tenant shall carry "Builder's All Risk" insurance in a commercially reasonable amount covering the construction of the Initial Leasehold Improvements, it being understood and agreed that the Initial Leasehold Improvements shall be insured by Tenant as required under the Lease immediately upon completion thereof.

(c) **General Terms.** Certificates for all insurance carried pursuant to this Work Letter must comply with the requirements of the Lease and shall be delivered to Landlord before the commencement of construction of the Initial Leasehold Improvements and before Contractor's equipment is moved onto the site. In the event that the Initial Leasehold Improvements are damaged by any cause during the course of the construction thereof, Tenant shall immediately repair the same at Tenant's sole cost and expense. Contractor shall maintain all of the foregoing insurance coverage in force until the Initial Leasehold Improvements are fully completed and accepted by Landlord. All policies carried under this paragraph shall insure Landlord and Tenant, as their interests may appear, as well as Contractor. All insurance, except Workers' Compensation, maintained by Contractor shall preclude subrogation claims by the insurer against anyone insured thereunder. Such insurance shall provide that it is primary insurance as respects the owner and that any other insurance maintained by owner is excess and noncontributing with the insurance required hereunder.

8. **Notice of Completion; Copy of Plans.** Within ten (10) days after completion of construction of the Initial Leasehold Improvements, Tenant shall cause a Notice of Completion to be recorded in the office of the recorder of the county in which the Project is located, and shall furnish a copy thereof to Landlord upon such recordation. If Tenant fails to do so, Landlord may execute and file the same on behalf of Tenant as Tenant's agent for such purpose. If Tenant prepares "as built drawings", it shall cause them to be delivered to Landlord and/or Landlord's representative no later than thirty (30) days after the completion of the Tenant Improvements. If "as built" drawings are not prepared, then Tenant shall provide to Landlord a full set of the approved plans and specifications for the Initial Leasehold Improvements.

9. **Representatives.**

(a) Tenant's Representative. Tenant has designated Malaka Donovan as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to the Landlord, shall have full authority and responsibility to act on behalf of the Tenant as required in this Work Letter.

(b) Landlord's Representative. Landlord has designated TJ Bard, Elycia Child and Keith Moore as its representatives with respect to the matters set forth in this Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of the Landlord as required in this Work Letter.

NOW, THEREFORE, the parties hereby execute this Agreement on the date first above-written.

LANDLORD:

**AP-LANCASTER LLC, a
Delaware limited liability company**

By: DGA-Properties LLC, a
Delaware limited liability company
Its: Managing Member

By: Abbey-Properties LLC, a
California limited liability company
Its: Managing Member

By: _____
Its: Tracey R. Bard, Jr.
Vice President

TENANT:

**EMPOWER GENERATIONS, a
California non-profit corporation**

DocuSigned by:

By: _____
Name: Malaka Donovan
Its: School Director

EXHIBIT "H-1"

The Scope of Work for Landlord's Work (page 1 of 2)

AP-Lancaster LLC - Empower Generations
 44236 W. 10th St., Suite A, & 44234 W. 10th St., Lancaster, CA

Date: 8/16/2021

Job #: 21-076

WORK DESCRIPTION**Division 2 Site Work****Demolition**

Demo t-bar grid for new demising wall
 Sawcut and remove concrete block wall for double doors and frame
 Sawcut concrete for new restrooms
 Break up concrete
 Remove Concrete

Division 3 Concrete**Concrete**

Back fill trenches
 Dowel in concrete
 Concrete 8 Yards
 Concrete Pumping
 Deputy Inspection

Division 7 Thermal Protection**Insulation**

Rock wool insulation 6" in demising wall
 Equipment rental

Roofing

Patch Roof Top Units and plumbing stub outs

Division 9 Finishes**Drywall**

Frame and drywall new 2 x 6 x 18 demising wall with 4 hour rating
 Drywall 4' one side of roof joist at demising wall
 Stocking

Acoustical

Suspended Ceilings repair

Fire Sprinklers

Relocate & Add Semi Recessed Heads

Plumbing

Form after Rough-Tie In Waste & stub up vent
 Form after Rough-Tie In cold water in demising walls and hot and cold above t-bar for remaining fixtures
 install vent line through roof
 For rough-in 8 Water Closets, 3 urinals, 1 washer, 2 floor drains and 10 sinks

HVAC

Air Distribution
 Upgrade ducting in suite 44234 suite
 T-est
 Supply Diffuser
 Return Grill
 Smoke / Fire Dampers
 HVAC Demolition
 New 10 Ton A/C Unit

EXHIBIT "H-1" (continued)

The Scope of Work for Landlord's Work (page 2 of 2)

Division 16 Electrical

Electric

Stub in Duplex outlets in demising wall

Furnish and install A/B light switch

Division 1 General Requirements

Project Coordination

Superintendent

Dumpsters 40 yards

Miscellaneous/ Protection

Furnish steel frame support after block wall is removed

Furnish and install double door and frame with self-closing releases with FLS controls

EXHIBIT "H-2"

The Construction Documents

[to be attached]

iLEAD California Charters 1 and Empower Generations

MEMORANDUM OF UNDERSTANDING

This agreement is entered into between iLEAD California Charters1, hereinafter referred to as “iCC1,” and Empower Generations, for the purpose of implementing the Los Angeles County Department of Arts and Culture Arts Advancement Grant and project received by iCC1 on behalf of Empower Generations.

WHERE AS, iLEAD California Charters 1, provides shared services to Empower Generations, including supporting with grants, iCC1 has obtained a grant that will support Empower Generations’s arts program;

WHERE AS, Empower Generations, has been identified as a school that will be supported by the LA County Department of Arts and Culture Arts Advancement Grant, in coordination with iCC1;

In furtherance of the foregoing purpose, iCC1, and Empower Generations agree as follows:

1. Term of Agreement.

This agreement shall be in effect from July 1, 2021 and shall remain effective through June 30, 2022. Modifications to the agreement shall be made only after mutual agreement is reached between all parties and documented in writing. Either party may terminate this agreement at any time giving the other party written notice 20 days prior to such action. Any portion, or all, of this agreement is severable in the event any portion, or all, of the grant funds provided through LA County Department of Arts and Culture Arts Advancement Grant are withdrawn or canceled.

2. Description of Roles and Responsibilities, and Services

iCC1 will coordinate services from Everyday Arts to provide arts support to Empower Generations, in furtherance of the LA County Department of Arts and Culture Arts Advancement Grant received by iCC1 for FY 2020/21.

Empower Generations implements the arts program as detailed in the LA County Department of Arts and Culture Arts Advancement Grant.

3. Certifications and Assurances.

i. All parties certify that any person who will provide arts education with students and their families are adequately screened (Live Scan, or equivalent) so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students.

ii. All parties certify that any person who will provide services are adequately trained and prepared according to prevailing professional standards for providing such services and are licensed or otherwise legally qualified, as necessary.

iii. All parties certify any person providing services will follow laws and regulations concerning the legal rights of students, including reporting child abuse/neglect, Federal Education Rights and Privacy Act (FERPA), and other public health and safety laws and regulations, as applicable.

iv. All parties will hold adequate levels of workers' compensation insurance for their own staff, and that contracted partners will provide adequate levels of workers' compensation insurance for their own staff.

v. All parties certify cyber security measures as outlined in CIPA and COPPA regulations are in place and all cyber security measures will be in place.

5. **Equipment/Property.**

All parties and partners will be responsible for the cost and care of their own property, and shall take care to keep their personal property in secure.

6. **Conflict Resolution.**

Should any problems or conflicts arise in the course of the delivery of services, it is understood that the authorized representative of the Parties will work to accomplish an effective resolution through a collaborative process, including but not limited to mediation.

7. **Payment and Billing.**

iCC1 will pay Everyday Arts \$8,550 to implement iPERFORM. The LA County Department of Arts and Culture Arts Advancement Grant will provide reimbursement to iCC1 for \$8,550 of services rendered by Everyday Arts on behalf of Empower Generations. In the event the grant is withdrawn or cancelled, or otherwise no longer available, Empower Generations will pay the remaining balance owed for the project.

8. **Insurance and Risk Management.**

Any deductibles or self-insured retentions (SIR) must be declared to and approved by the Maker Learning Network. At the option of Maker Learning Network, either the party shall reduce or eliminate such deductibles or self-insured retentions with respect to this Contract to be awarded or shall procure a bond guaranteeing the amount of the deductible or self-insured retention. If Maker Learning Network agrees in writing to a deductible or self-insured retention, then in the event of any claims or suits which may arise for which Maker Learning Network seeks coverage under such policy as an additional insured, each party shall satisfy such deductible or self-insured retention to the extent of any loss covered by such policy arising from or connected with any alleged act or omission of each party its officers, directors, employees, agents, Subcontractors, or suppliers, even if Contractor is not a named defendant in the lawsuit. Contractor's policies shall neither obligate nor prohibit the Maker Learning Network or any Additional Insured, from paying any portion of any Contractor deductible or SIR.

9. **Hold Harmless, Liability, Indemnification**

The iCC1 and Empower Generations shall hold harmless, defend, and indemnify its officers, agents, employees, and volunteers, from every liability, claim, or demand which may be made by reason of (1) any injury to volunteers, learners, and employees; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any act, neglect, default, or omission of the entity, its officers, employees or agents. In cases of such liabilities, claims, or demands, the entity at its own expense and risk shall defend all legal proceedings which may be brought against it and/or its officers, agents, employees, and volunteers, and satisfy any resulting judgments up to the required amounts that may be rendered against any of them. iCC1 and Empower Generations shall indemnify and hold harmless iCC1, Empower Generations, Maker Learning Network, and all iLEAD locations and affiliates and managed entities.

10. **Independent Contractor.**

While engaged in performance of this agreement, the iCC1, contracted service providers such as Everyday Arts, and Empower Generations are independent contractors and not an officer, agent, or employee of the Charter School.

11. Notwithstanding the preceding, this agreement is not intended to modify any other agreements in place between iCC1 and Empower Generations.

It is hereby agreed and accepted:

Malaka Donovan

Date

School Director, Empower Generations

Dwn Evenson

Date

CEO, iLEAD California Charters I



October 1st, 2021

**Memorandum of Understanding Between
Everyday Arts
and
iLEAD Empower Generations Innovation Studios**

Article 1: Introduction

This Agreement (hereinafter “Agreement”), is effective as of the date of the last signatory hereto (hereinafter “Effective Date”), by and between the 501(c)(3) organization Everyday Arts and iLEAD Empower Generations Innovation Studios for the iPERFORM (Putting Emotional Resources First - Our Resiliency Matters!) program. Everyday Arts and iLEAD Empower Generations Innovation Studios are in mutual agreement and commitment to the project and understand and commit to the roles and responsibilities of each party to implement the programming.

Article 2: General Provisions

Scope of the Agreement

The scope of this agreement outlines the coordination, management, funding, and resources provided by Everyday Arts and in conjunction with iLEAD Empower Generations Innovation Studios.

Purpose of Project

The purpose of this project is for Everyday Arts to develop and facilitate iPERFORM (Putting Emotional Resources First - Our Resiliency Matters), and artist-in-residence program in partnership with the iLEAD Empower Generations Innovation Studios community. iPERFORM will use techniques of devised theater and playbuilding to create an original performance piece that centers student-generated themes inside of a social justice lens to ask what we might do, together, to move towards collective social and emotional wellbeing. The iPERFORM curriculum will align with the Theater VAPA Standards as well as the principles of Creative Youth Development and Culturally Responsive Arts Teaching.

Article 3: Everyday Arts responsibilities

- A. Everyday Arts will provide Teaching Artists, Coordinators, Guest Artists, and Materials to create and implement the iPERFORM program.



- B. Everyday Arts will secure \$8,550 in funding from California Arts Council, through a 2021-2022 “Impact Project” grant.

Article 5: iLEAD Empower Generations Innovation Studios Responsibilities

- A. iLEAD Empower Generations Innovation Studios will support the recruitment, coordination, and marketing of the program to high school student participants.
- B. iLEAD Empower Generations Innovation Studios will secure \$8,550 in matching funding from a Los Angeles County Arts Ed Collective “Arts Advancement” grant, payable to Everyday Arts.

Article 6: Timeline for the development of iPERFORM

iPERFORM will provide creative programming for pregnant and parenting youth through positive arts engagement, mentorship, and authentic self-expression. The Planning Phase will occur in Fall 2021, with select Learning Ambassador participation.

In the Spring of 2022, iPERFORM will consist of weekly performing arts workshops, designed to be stand-alone creative experiences as well as discrete components of a sequential skill-building introductory unit to the discipline and practice of the performing arts. This may include, but is not limited to: drama games, dance and movement, physical theater, character creation, scriptwriting, improvisation, story development, and more, culminating in an original piece of theater. Sessions will run once a week for 20 weeks.

Teaching Artists will also conduct a professional development workshop with iLEAD Empower Generations Innovation Studios staff and iLEAD Lancaster staff, offering training in the facilitation tools used in the iPERFORM space in order to encourage continuity and sustainability of programming after the residency concludes.

Article 7: Mutual indemnification clause:

iLEAD Empower Generations Innovation Studios agrees to:

Defend, indemnify and hold harmless Everyday Arts its directors, trustees, employees, agents, student interns and representatives from and against any and all claims, demands, damages, suits, and judgments, (including reasonable and actually incurred attorneys’ fees, court costs related thereto) arising directly or indirectly from or out of any act, error, negligence, or omission of any University Party



**EVERYDAY
ARTS**

Everyday Arts agrees to:

Defend, indemnify and hold harmless iLEAD Empower Generations Innovation Studios, its directors, trustees, employees, agents, student interns and representatives from and against any and all claims, demands, damages, suits and judgments (including reasonable and actually incurred attorneys' fees and court costs), arising directly or indirectly from or out of any act, error, negligence, or omission of any Agency Party.

Article 8: Termination Clause:

The term of this Agreement shall be one year from the Effective Date stated at that outset of this Agreement, unless terminated earlier as provided below. If the parties continue to operate under this Agreement after the one-year term has expired, this Agreement shall continue month to month thereafter, until terminated as provided below.

This Agreement may be terminated by either party for cause because of a material breach of this Agreement by the other party. In such event, the nonbreaching party shall notify the breaching party of the breach in writing and shall give the breaching party ten days to cure the breach. If the breach has not been cured within this ten-day period, this Agreement shall terminate.

Article 11: Signatures

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date herein below set forth.

Vanessa Ramirez, Director of Operations and Programs, Everyday Arts

10/08/2021

Date

Malaka Donovan School Director, iLEAD Empower Generations
Innovation Studios

Date

SPECIAL EDUCATION RESOURCE SHARING AGREEMENT

Board Approved:

This Special Education Resource Sharing Agreement (“**Agreement**”) is entered into as of _____ (“**Effective Date**”) by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a “**Party**” and collectively as the “**Parties**” to this Agreement: iLEAD California Charters 1 (“**iCA**”); iLEAD Agua Dulce (“**iAD**”); iLEAD Lancaster; iLEAD Online Charter School (“**iLEAD Online**”); Empower Generations (“**EG**”); and Santa Clarita Valley International (“**SCVi**”).

WHEREAS, iCA, iAD, iLEAD Lancaster, iLEAD Online, EG, and SCVi are each nonprofit that operates a California public charter school based on the iLEAD program.

WHEREAS pursuant to Education Code section 47641, the Parties are each a local educational agency (“**LEA**”) for purposes of special education as defined in Education Code section 47640.

WHEREAS, each Party participates in the El Dorado Charter Special Education Local Plan Area (“**SELPA**”) pursuant to the SELPA membership process and its SELPA Agreement for Participation (“**SELPA Participation Agreement**”).

WHEREAS, under each Party’s SELPA Participation Agreement:

- (a) the El Dorado County Office of Education is designated as the “responsible local agency” for the SELPA (i.e., the administrative entity) as set forth in Section 4 of the SELPA Participation Agreement;
- (b) the SELPA provides various policies, procedures, forms, coordination, training, reporting, and technical assistance services and supports to accomplish the goals of the local plan as set forth in Section 3 of the SELPA Participation Agreement; and
- (c) each Party is solely responsible for all of the mandated activities set forth in Section 2 of the SELPA Participation Agreement, in order to provide special education programs and services to its eligible students enrolled in the LEA.

WHEREAS, each Party’s responsibilities include employing, or establishing appropriate contracts for the provision of, special education teachers, instructional aides, and other personnel necessary to conduct the program specified in the SELPA’s local plan, and in compliance with state and federal mandates.

WHEREAS, iCA, which currently operates the largest of the Parties’ charter schools, employs numerous personnel and houses other resources necessary for the provision of special education programs and services in conformance with the SELPA’s local plan and the state and federal mandates, such as a director of student support, coordinators, psychologists, speech and language pathologists, speech and language pathologist assistants, occupational therapists, certified occupational therapy assistants, physical therapists, deaf and hard of hearing specialists, adaptive physical education specialists, board-certified behavior analysts, and other related administrative support.

WHEREAS the Parties have determined that it is in each of their best interests to share these resources among them, so that iAD, iLEAD Lancaster, iLEAD Online, EG, and SCVi have access to the valuable, specialized personnel and other resources of iCA, so that all Parties achieve the cost savings and other scale benefits of sharing such resources, and in furtherance of each Party's goal to successfully implement special education programs and services at their iLEAD school.

WHEREAS, the law expressly permits the Parties to share these special education resources, in that Education Code section 56369 provides that an LEA may contract with another public agency to provide special education or related services to students with disabilities, and Education Code section 56195.1(e) provides that an LEA's membership in a SELPA does not limit the LEA's authority to contract for special education services with another LEA whether or not the LEAs are part of the same SELPA.

WHEREAS, because a charter school serving a larger number of students with disabilities requires more resources, the Parties seek to share costs for the special education services pro-rata based on the number of students with disabilities enrolled at each Party's respective school.

WHEREAS the Parties have also entered into a separate agreement to share other resources of iCA, including educational support functions, professional development, program assessment, human resources functions, leadership and board support, technology support systems, facility and operations support, bookkeeping, and accounting, budget development, and compliance and reporting (the "***General Resource Sharing Agreement***").

WHEREAS, the Parties understand and agree that the General Resource Sharing Agreement—and not this Agreement—includes the costs of the Director of Student Support, which position provides the following special education oversight services: (a) training, coaching, and support, and assistance monitoring Student Support programs; (b) assistance with monitoring data and fixing errors in Special Education Information System (SEIS) to ensure data is uploaded correctly into state system; and (c) assistance in communications with SELPA and legal counsel, and through due process and mediation.

WHEREAS, now, other than the Director of Student Support which is covered by the General Resource Sharing Agreement, the Parties seek to share the special education resources of iCA among them cooperatively and allocate costs among them according to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of their mutual promises set forth in this Agreement, the Parties desire to, and hereby agree as follows:

1. Student Support Shared Resources. During the term of this Agreement, the Parties agree to share the iCA special education personnel and other resources necessary for the functions described in Attachment A (the "***Student Support Shared Resources***") in furtherance of each Party's provision of special education programs and services in conformance with the SELPA's local plan and the state and federal mandates, and in accordance with the cost allocation and payment provisions described in Sections 2 and 3 herein.

2. Cost Allocation. The Parties will share the actual costs incurred by iCA for the Student Support Shared Resources on a pro-rata calculation that is based on their enrollment of

students with disabilities who receive special education or related services through an individualized education program (“*IEP*”). On the last day of each month, iCA personnel will provide each Party a report identifying the special education students enrolled in the Party’s school as of the last day of the month. On or before the 5th of each month, each Party will review their respective report for accuracy and either provide their written approval to iCA or, if the report is incorrect, contact iCA to request a revised report. iCA will provide a revised report if supported by appropriate backup documentation. The approved reports will be used by iCA to calculate the pro-rata share of each Party by dividing the number of special education students enrolled at each Party’s school on the last day of the month by the total number of special education students enrolled at all of the Parties’ schools on the last day of the month. Each Party will provide access to reasonable backup documentation for the numbers in its approved report upon request from another Party.

3. Monthly Invoicing and Payment. On or before the 20th of each month, iCA will generate invoices for each Party for the previous month’s Student Support Shared Resources. Each invoice will include the total costs of the Student Support Shared Resources for the previous month and each Party’s pro-rata share based on the allocation described in Section 2 above. iCA will provide each Party access to reasonable backup documentation for such costs upon request. Each Party will submit payment to iCA for its pro-rata share of the costs of the Student Support Shared Resources within thirty (30) days after receipt of the monthly invoice. In the event a Party discovers an error in a previously approved report, such Party shall immediately inform iCA of the error, and iCA will perform a reconciliation, which iCA will endeavor to perform within sixty (60) days. Any amounts overpaid or underpaid by a Party will be reflected as credits or additional charges on all Parties’ next monthly invoice after iCA’s reconciliation.

4. Initial Deposit. Upon execution of this Agreement, each Party shall provide iCA a deposit of 10% of the estimated annual cost. The purpose of these deposits is to ensure iCA has the adequate cash flow to cover the costs of the Student Support Shared Resources. Upon termination of this Agreement pursuant to Section 10 herein, each Party’s deposit amount will be reflected as a credit on that Party’s final monthly statement. In the event a Party’s final monthly statement is less than that Party’s deposit amount, iCA will return any remaining deposit amount to the Party within sixty (60) days of termination.

5. Parties’ Responsibilities for Provision of FAPE and SELPA Participation Agreement. As an LEA, each Party retains ultimate authority and responsibility for the provision of a free appropriate public education (“*FAPE*”) as mandated by the Individuals with Disabilities Education Act (“*IDEA*”) and related California law to its enrolled eligible students. Each Party also retains ultimate authority and responsibility for all of the mandated activities set forth in Section 2 of the SELPA Participation Agreement, including ensuring that all required federal, state, and SELPA reports and data requests are submitted in the prescribed format and at the specified due date. iCA will provide each party the Student Support Shared Resources and support outlined in Section 7 herein. However, this shall not be construed in any way as an obligation or duty imposed on iCA to offer or provide a FAPE to eligible students enrolled in any LEA other than its own, nor a duty or obligation to make decisions regarding the educational programming of students enrolled in any LEA other than its own. As the responsible LEA for providing a FAPE to its eligible students, each Party must authorize any change in placement and/or services for its eligible students and shall agree to and be responsible for funding that placement and/or those services. Execution of this Agreement is in no way intended to be construed as shifting responsibility for a Party’s provision of a FAPE or compliance with its

SELPA Participation Agreement to iCA.

6. Parties' General Responsibilities. The Parties are each responsible for:

- a. Complying with all applicable federal and state statutes, laws, and regulations imposed on each Party as an LEA, as well as their duties and responsibilities under their SELPA Participation Agreement;
- b. Addressing any identified compliance gaps in a timely and responsible fashion;
- c. Ensuring that neither the Party nor its employees discriminate against iCA employees who are providing the Student Support Shared Resources on account of disability, race, color, religion, ethnic origin, age, gender, sexual orientation, or any other characteristic protected by law;
- d. Providing to iCA, and to the respective iCA employees who are providing services, in writing, copies of any campus or school-specific rules, policies, procedures, or standards of conduct applicable to iCA employees while providing services to the Party and its eligible students;
- e. Providing a safe and compliant working area for iCA employees, when it is necessary for iCA to be at a Party's learning studio or other location agreed upon by the Parties. iCA employees will provide services to each Party's eligible students at each Party's learning studio(s) or, if mutually agreed upon, at other locations that are required or convenient for the provision of special education programs and services;
- f. Promptly providing iCA all the necessary and accurate data, files, documents, and other information, records, and access that is necessary or appropriate for iCA to support each Party in successfully implementing its special education programs and services, including, but not limited to, IEPs, cumulative files, health records, and assessment reports, in compliance with and to the extent permitted by law;
- g. Ensuring appropriate LEA representatives attend and participate in Individualized Education Program ("IEP") meetings, SELPA meetings, and other meetings as necessary;
- h. Providing ongoing feedback to iCA regarding its provision of the Student Support Shared Resources;
- i. Continually improving its special education programs and services for eligible students by setting performance objectives, executing plans, and taking necessary corrective actions for any deficiencies identified by any and all internal or external compliance reviews;
- j. Immediately informing iCA of any investigation or inquiry by any federal, state, or local agency, including, but not limited to, the Fiscal Crisis Management and Assistance Team, the California Department of Education, or the United States Department of Education Office for Civil Rights, arising out of or in any way related to iCA's provision of the learner Support Shared Resources, and providing iCA a copy of any written correspondence related thereto; provided, however, that each Party, as the responsible LEA, retains ultimate responsibility for responding to, and addressing, any investigation,

audit, information request or other inquiry, concern or complaint regarding its special education programs and services, as well as handling disputes as they arise; and

k. Ensuring that any and all learner records conform to prescribed formats and that any and all financial books and records conform to generally accepted accounting principles and state reporting requirements. Records must be legible, reflect actual transactions and payments, and be accurate in all material respects. Records must be open to inspection by other Parties upon request and, as appropriate, with legitimate educational interest.

7. iCA General Responsibilities.

a. iCA is hereby designated to act on its own behalf and on behalf of all other Parties hereto to provide for and perform the functions described in Attachment A, including to employ such employees, engage service providers or other third parties as necessary, and incur other reasonable and necessary costs for the mutual advantage of the Parties.

b. iCA will provide the same quality of services for each Party's students as it does for its own students in performing the functions described in Attachment A. iCA will endeavor to accommodate all Parties' needs, provided that no Party shall be entitled to more than its fair share of iCA's time. iCA shall not be required to provide any Student Support Shared Resources pursuant to this Agreement to the extent that it is or becomes impracticable, in any material respect, as a result of a cause outside iCA's reasonable control or would require iCA to violate applicable law or its charter.

c. When on a Party's school campus or other site, iCA employees shall be subject to such Party's general direction and iCA will comply with the Party's applicable policies and procedures (such as campus sign-in procedures) so long as such policies and procedures are provided to iCA in writing.

d. iCA will supervise and make all employment decisions with respect to iCA employees at its sole discretion, including all hiring, evaluation, termination, compensation, and benefits decisions. iCA shall have sole responsibility for compliance with state and federal income tax withholding, unemployment and disability insurance withholding and contributions, retirement benefits (e.g., California State Teachers' Retirement System, California Public Employees' Retirement System, etc.), social security tax withholding, and contributions, workers' compensation coverage, wage and hour obligations, and any other applicable employment law requirements for iCA's employees. Nothing in this Agreement shall confer upon any Party any rights or remedies, including any right to employment, as an employee of any other party.

e. In providing the Student Support Shared Resources, iCA will:

i. Provide the Student Support Shared Resources to all eligible students as requested by the Parties consistent with the IDEA and related state and federal laws, or immediately inform the relevant Party if it is unable to provide requested services;

ii. When iCA provides direct educational services to a Party's learner(s), iCA will assist the Party in drafting goals and objectives for review and consideration at the

learner(s)'s annual IEP meetings or other appropriate IEP team meetings.

iii. Cooperate and collaborate with each Party in making relevant personnel available to attend IEP team meetings and other meetings educationally necessary for eligible students, and participate in or conduct assessments of eligible students receiving services from iCA, as appropriate.

iv. Notify the relevant Party when it has reason to believe that an eligible learner may require an evaluation, reevaluation, different services, or an IEP team meeting.

v. When iCA provides direct educational services to a Party's learner(s), iCA will do so as described in the IEP of the eligible learner and will prepare all required reporting of learner progress on the IEP that iCA is implementing, including goal progress reports.

vi. Provide an eligible student's records to a requesting Party within five (5) calendar days to allow the requesting Party sufficient time to produce the records within statutory timelines.

vii. Ensure that all iCA personnel performing services under this Agreement hold all credentials and/or licenses required to perform the particular services, and provide copies of current credentials and/or licenses to the Parties upon request.

8. Due Process Proceedings and Complaints. Upon request from the responsible LEA, iCA will participate in alternative dispute resolution and/or special education due process proceedings concerning the services provided by iCA to eligible students pursuant to this Agreement. iCA will also participate in and support any Party in an investigation or reasonable information request, including those pertaining to any complaint filed with the State of California (e.g., California Department of Education, California Office of Administrative Hearings, etc.), the United States Department of Education Office for Civil Rights, or any other state and/or federal governmental body or agency, to the extent such investigation or request relates to services provided by iCA to eligible students pursuant to this Agreement. However, each Party, as the responsible LEA, retains ultimate responsibility for responding to and addressing any investigation, audit, information request, or other inquiry, concern, or complaint regarding its special education programs and services, as well as handling disputes as they arise. Each Party shall also be responsible for defending itself in any special education due process proceeding or investigation and paying any resulting costs, including but not limited to attorneys' fees, expert witness fees, other costs of litigation or other proceedings, and settlement amounts for such proceeding or investigation.

9. Nonpublic School/Agency Placement and Services. If an IEP team determine that a learner shall be placed at a nonpublic school (including placement at a residential treatment center) or receive services through a nonpublic agency, the relevant Party as the responsible LEA shall be responsible for selecting, contracting with, and overseeing the nonpublic school/agency and paying all costs associated with such placement.

10. Term and Termination. The term of this Agreement commences on July 1, 2020, and continues through June 30, 2021, and shall then automatically renew for consecutive one (1) year terms, unless and until earlier terminated as set forth in Section 10(a) or (b) herein and subject to

any amendments pursuant to Section 11 herein.

a. ***Termination by any Party other than iCA.*** Any Party other than iCA may terminate its participation in this Agreement for any reason upon sixty (60) days written notice to all Parties. Termination of participation by any Party shall not terminate the Agreement as to any other Party, nor relieve the terminating Party of any obligations incurred prior to the effective date of such termination. Following termination of a Party's participation, (i) the terminating Party will pay iCA any unpaid portion of its costs through the effective date of termination, (ii) the terminating Party will not be entitled to any of the Student Support Shared Resources, (iii) costs shall be allocated among the remaining Parties as set forth in Section 2, and (iv) this Agreement shall be amended to remove the terminating Party as a party.

b. ***Termination by iCA.*** iCA may terminate this Agreement for any reason upon ninety (90) days' notice to all Parties. Additionally, iCA may terminate any other Party's participation in this Agreement in the case of a material or persistent breach by such Party of any one or more of the terms of this Agreement, which is not remedied within thirty (30) days after written notice is provided by iCA to the breaching Party. A copy of such written notice shall also be provided to all other Parties. Upon expiration of the thirty (30) day period without curing the breach or appropriate actions taken to commence curing the breach at the discretion of iCA, iCA may terminate the breaching Party's participation. Following termination of a breaching Party's participation, (i) the breaching Party will pay iCA any unpaid portion of its costs through the effective date of termination, (ii) the breaching Party will not be entitled to any of the Student Support Shared Resources, (iii) costs shall be allocated among the remaining Parties as set forth in Section 2, and (iv) this Agreement shall be amended to remove the breaching Party as a party.

11. Amendments. This Agreement may be amended as follows:

a. ***Changes to the Student Support Shared Resources.*** The Parties acknowledge and understand that the functions and resources iCA is able to share among the Parties may change from time to time. iCA will inform affected Parties of any changes to its capacity to provide the functions and resources described in Attachment A as soon as practicable and shall reflect such changes in writing by providing an amended Attachment A to all Parties. To the extent iCA's changes to Attachment A adds new functions or resources that would result in a substantial increase in costs, iCA will provide all Parties ninety (90) days' notice, which notice may be waived if all Parties agree that the additional services should start sooner.

b. ***Changes in the Law.*** In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, interpretation of law or regulation by an authorizer or regulator, or court or administrative decision or order materially affects the performance of any of the Parties in conformity with this Agreement, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement) to address the changes. If, after such good faith negotiations, the Parties are unable to agree upon an acceptable approach, the Agreement shall terminate for all Parties upon any Party's sixty (60) days written notice to the other Parties, or in such lesser time as is reasonable under the circumstances. Following termination, the Parties will pay iCA any unpaid portion of

their costs through the effective date of termination.

12. Work Product; Intellectual Property. Any work product that is created by iCA in the context of providing the functions described in Attachment A shall be the sole property of iCA. Any intellectual property owned by a Party and used by iCA related to the Student Support Shared Resources shall remain the sole property of that Party. Similarly, any intellectual property owned by iCA that is utilized as part of the Student Support Shared Resources, either by iCA or another Party, shall remain the sole property of iCA. No Party shall have the right to grant a license, sublicense, or any other use or rights to the property of another Party. Upon termination or expiration of this Agreement, the property of each Party in the possession of any other Party shall be returned and/or destroyed.

13. Confidentiality. Each Party acknowledges that during the term of this Agreement, it may have access to certain Confidential Information of the other Party(ies), as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards to reasonably protect the confidentiality of the other Parties' Confidential Information.

a. ***“Confidential Information”*** means non-public information marked either “confidential” or “proprietary,” or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, intellectual property, business or strategic plans, contractual arrangements or negotiations, financial information, learner information, and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.

b. If disclosure of Confidential Information is requested pursuant to a law, statute, rule, or regulation (including a subpoena, a request made to a Party under the California Public Records Act, or another similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the applicable Party(ies) with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the applicable Party(ies) to seek a restraining order or other appropriate relief.

c. Upon the termination or expiration of this Agreement, Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed.

d. To the extent necessary and as permitted by law, iCA shall be designated as a “school official” with a legitimate educational interest in accessing each Party’s learner education records, as that term is defined by and for purposes of FERPA, thereby allowing iCA to access personally identifiable information from learner education records from each Party as part of its performance of the functions described in Attachment A. For purposes of this Agreement, the term “personally identifiable information” (***PII***) means any information that can be used on its own or with other information to (i) distinguish one

person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

e. iCA will not use or disclose pupil records, including PII, received from or on behalf of another Party except as necessary with respect to the performance of the functions described in Attachment A, as required by law, or as otherwise authorized in writing by the applicable Party. iCA shall protect the pupil records it receives from or on behalf of another Party no less rigorously than it protects its own pupil records. In the event of an unauthorized disclosure of PII, iCA shall notify the affected Party(ies) as soon as practicable, and shall, upon the affected Party(ies)'s request, notify affected parents, legal guardians, and eligible pupils using reasonably available technological means such as electronic mail.

14. Learner Information. Each Party is responsible for its compliance with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“**FERPA**”), federal Children’s Online

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Privacy and Protection Act (15 U.S.C. §§ 6501–6506) (“**COPPA**”), and other applicable state and federal laws pertaining to learner information and privacy. In its provision of the Student Support Shared Resources to each Party, iCA is a “third party” that may receive pupil records under California Education Code Section 49073.1(d)(6).

15. Insurance. iCA shall maintain customary and reasonable insurance coverage necessary for the performance of the functions described in Attachment A, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. iCA shall name each Party as an additional insured under all of iCA’s policies. To the extent iCA incurs additional cost(s) for any enhancements necessary to its insurance policies to provide the Student Support Shared Resources to all Parties, such cost(s) may be allocated among the Parties according to Sections 2 and 3. Each Party shall be responsible for obtaining and maintaining workers’ compensation coverage and unemployment insurance for its employees.

16. Liability. Each Party shall be and remain responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on a Party any liability arising out of the operations of any other Party, except as such liability may result from the performance of the first Party’s obligations under this Agreement.

17. Indemnification. Each Party shall defend, indemnify, and hold the other Parties, and their employees, officers, directors, and agents, free and harmless against any liability, loss, claims, demands, damages, expenses, and costs (including attorneys’ fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance of its obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of another Party.

18. Fiduciary Obligations and Transparency. The governing body for each Party has reviewed this Agreement in good faith, and in a manner in which it believes to be in the best interests of its LEA, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and has determined that the Agreement is in the best interests of the Party and that the cost allocation to be paid is fair and reasonable. Each Party will also ensure a fully executed copy of this Agreement is promptly available upon request by

any person, including the SELPA and such Party's respective independent financial auditor or charter authorizer.

19. Assignment. No Party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other Parties. This Agreement shall be binding on and shall inure to the benefit of, the Parties and their respective successors and assigns.

20. Dispute Resolution and Arbitration. If there is any dispute or controversy between the Parties arising out of or relating to this Agreement, the Parties shall first meet and confer informally in an attempt to resolve the issue, which can include a Party's right to seek dispute resolution through the SELPA should the SELPA agree to facilitate such a resolution. If reasonable efforts at informal resolution are unsuccessful, the Parties agree that such dispute or controversy will be submitted to private and confidential arbitration by a single neutral arbitrator through Judicial Arbitration and Mediation Services, Inc. ("JAMS") and that such arbitration will be the exclusive final dispute resolution method under this Agreement. The JAMS Streamlined Arbitration Rules & Procedures in effect at the time the claim or dispute is arbitrated will govern the procedure for the arbitration proceedings between the Parties. The arbitrator shall not have the power to modify any of the provisions of this Agreement. The decision of the arbitrator shall be final, conclusive, and binding upon the Parties hereto, and shall be enforceable in any court of competent jurisdiction. The Party initiating the arbitration shall advance the arbitrator's fee and all costs of services provided by the arbitrator and arbitration organization. Otherwise, each Party involved in the arbitration shall bear their own costs of the arbitration proceeding or litigation to enforce this Agreement, including attorneys' fees and costs. Except where clearly prevented by the area in dispute, the Parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved, subject to the right to terminate this Agreement. Nothing in this Agreement is intended to prevent any party from obtaining injunctive or equitable relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

21. Notice. All notices, requests, demands, or other communications (collectively "**Notice**") given to or by the Parties under this Agreement shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party(ies) to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party(ies) to whom Notice is to be given, at the applicable address set forth below

<i>To:</i> iLEAD California Charters 1 ATTN: Dawn Evenson 720 Sierra Highway, Suite A Acton, CA 93510 dawn.evenson@ileadschools.org	ATTN: Nykole Kent 254 E. Ave K-4 Lancaster, CA 93535 nykole.kent@ileadlancaster.org
<i>To:</i> iLEAD Agua Dulce ATTN: Lisa Latimer 11311 Frascati Street, Agua Dulce, CA 91390 lisa.latimer@ileadagudulce.org	<i>To:</i> Empower Generations ATTN: Malaka Donovan 43301 Division Street, Unit 305 Lancaster, CA 93535 malaka.donovan@empowergeneration.org
<i>To:</i> iLEAD Lancaster	<i>To:</i> Santa Clarita Valley International ATTN: Martha Spansel Pellico/ Chad Powell 28060 Hasley Canyon Road

Castaic, CA 91384
director@scvi-k12.org
To: iLEAD Online Charter School
ATTN: Erin Jones

29477 The Old Road
Castaic, CA 91384
erin.jones@ileadschools.org

22. Headings. The descriptive headings of the sections and/or paragraphs of this Agreement are inserted for convenience only, are not part of this Agreement, and do not in any way limit or amplify the terms or provisions of this Agreement.

23. Applicability. As of the Effective Date, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations, and understandings of the Parties with respect to such subject matter.

24. Arm's Length and Independent Counsel. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the subjects in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Agreement. Each Party has been advised by or had the opportunity to seek advice from its independent counsel regarding this Agreement.

25. No Waiver. No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

26. Severability. If any provision of this Agreement is invalid or contravenes California law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this Agreement.

27. Governing Law. This Agreement shall be governed by and interpreted under California law.

28. Authority to Contract. Each Party warrants to the others that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this Agreement.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Effective Date above.

LEAD California Charters 1, a California
nonprofit public benefit corporation
CEO: Dawn Evenson
Signature:
Date:

Empower Generations, a California
nonprofit public benefit corporation
Director: Malaka Donovan
Signature:
Date:

iLEAD Agua Dulce, a California
nonprofit public benefit corporation
Director: Lisa Latimer
Signature:
Date:

Santa Clarita Valley International, a California
nonprofit public benefit corporation
Director: Martha Spansel-Pellico/ Chad Powell
Signature:
Date:

iLEAD Lancaster, a California nonprofit
public benefit corporation
Director: Nykole Kent
Signature:
Date:

iLEAD Online Charter School, a California
nonprofit public benefit corporation
Director: Erin Jones
Signature:
Date:

ATTACHMENT A

STUDENT SUPPORT SHARED RESOURCES

The Parties agree to share the following personnel and other resources of iCA to support the provision of special education programs and services, the costs of which shall be shared according to the cost allocation provisions in the Agreement:

DIRECT LEARNER SERVICES:

- Occupational Therapist(s): Conduct and review occupational therapy assessments, participate in IEP meetings, and provide direct services to learners who have occupational therapy as a related service under their IEP.
- Certified Occupational Therapy Assistant(s): Assist occupational therapists with assessments, clerical duties, and direct services to learners who have occupational therapy as a related service under their IEP.
- Adapted Physical Education Coach(es): Conduct and review adapted physical education assessments, participate in IEP meetings, and provide direct services to learners who have adapted physical education as a related service under their IEP.
- Deaf & Hard of Hearing Specialist(s): Conduct and review deaf and hard of hearing assessments, participate in IEP meetings, and provide direct services to learners who have deaf and hard of hearing as a related service under their IEP.
- Vision Therapy Specialist(s): Consult with the Student Support Team when students enroll that require vision therapy services and coordinate the provision of services to learners from outsourced vendors as necessary.
- School Psychologist(s): Conduct psycho-educational assessments, determine eligibility for special education services, and suggest strategies and supports for educational, academic, and behavioral needs.
- Speech/Language Pathologist(s): Assess, case manage, and coordinate IEP meetings for speech-only learners, supervise the Speech/Language Pathologist Assistants, and provide direct speech services to learners.
- Speech/Language Pathologist Assistant(s): Conduct speech therapy for learners with identified communication disorders, and assist the Speech/Language Pathologists with assessments and clerical duties.

Board Certified Behavior Analyst(s): Conduct functional behavioral assessments, participate in IEP meetings facing legal challenges, provide ongoing behavior support for staff and families, and create, review, and implement behavior intervention plans.

ADMINISTRATIVE AND OTHER SUPPORT:

- Regional Student Support Coordinator(s): Support in assessing learners for special

education or disability-related services and oversee the assessment process, support and assist the case management for students with IEPs, support in coordinating all IEP services and support staff, oversee the Child Find process, manage the special education information system and reports to help ensure appropriate timelines are met, oversee and support with legal compliance, support with the Performance Indicator Review process, support the Student Success Team and Section 504 Team processes at school sites, hold & attend weekly department meetings for student support staff along with offering office hours as necessary, hold and attend staff trainings, receive and support records requests and learner files, assist with recruiting and hiring special education staff, attend IEPs facing litigation as admin support, and other administrative support related to special education as reasonably requested. Offer and provide training as necessary. Interface with and attend SELPA meetings and training as required.

- Billing and Back Office Support: Track assistive technology and service hours and assist with billing and accounts payable.



Curriculum and Instruction Independent Study Policy

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Purpose and Scope

For [Empower Generations](#) to provide a procedure and a framework for eligible students to enroll in the [Empower Generations](#) Charter ("school") Independent Study programs.

General

1. Independent Study students must be enrolled in [Empower Generations](#) Charter.
2. All Independent Study students must sign a new Independent Study Master Agreement ("MA") every year.
3. Independent Study Teacher of Record – A certificated teacher of [Empower Generations](#) schools must supervise, coordinate, and evaluate the work of each student engaged in Independent Study.
4. The Independent Study Teacher of Record may grant no more than one day of apportionment credit (ADA) for each day that the school is in session, and only to the extent of the time value of pupil or student work products as personally judged by Teacher of Record per learning period.
5. In a charter school, for the purposes of, the ratio of average daily attendance for independent study pupils to full time equivalent FTE certificated employees responsible for independent study shall not exceed a pupil-teacher ratio of 25:1 or the ratio of pupils to full-time equivalent certificated for all other educational programs operated by the largest unified school district, as measured by average daily attendance, as reported at the second principal apportionment in the prior year, in the county or counties in which the charter school operates.
6. No individual with exceptional needs as defined in Education Code Section 56026 may participate in independent study unless his or her individualized education program (IEP) specifically provides for that participation.
7. The school shall provide appropriate existing services and resources to enable students to complete their independent study successfully
8. The School Director shall report to the board the number of students in independent study by typical categories of study and duration; the ADA generated; a description of the students' performance on those indicators of quality which the board may specify; and the number and proportion of students, by typical categories, who graduate or successfully complete their studies.
9. The school will provide content to students aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high school students, this includes access to all courses offered by the school for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria.

Master Agreements

The School Director or designee shall ensure that the school executes a written independent study agreement with each participating student as prescribed by law. Individual independent study agreements and any subordinate contracts and assignments must be consistent with the school's adopted course of study.

A written independent study agreement shall be executed for each participating student. Each agreement shall be signed and in effect prior to the start of reporting attendance (ADA) pursuant to that agreement. Notwithstanding the foregoing, for the 2021-22 school year only, each agreement shall be signed no later than 30 days after the first day of instruction or October 15, 2021, whichever date comes later. The independent study agreement for a student must require and cover a study plan that represents no less than the equivalent of a minimum school day for the student's grade level for every school day covered by the agreement. Written agreements may include subsidiary agreements, such as course contracts.

Written Learning Agreements shall include

1. A schedule of manner, frequency, date, time, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent or guardian regarding a pupil's academic progress.
2. The objectives and methods of study for the student's work, and the methods utilized used to evaluate that work.
3. The specific resources, including materials and staff, which will be made available to the student. These resources shall include confirming or providing access to all students to the connectivity and devices adequate to participate in the educational program and complete assigned work.
4. A statement of the school's regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the student should be allowed to continue in independent study.
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the student's IEP or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate. In the case of a student who is referred or assigned to any school, class, or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.

The learning agreement shall be signed by the pupil and, if the pupil is less than 18 years of age, the pupil's parent or legal guardian, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student. The signed learning agreement constitutes permission from a pupil's parent or legal guardian, if the pupil is less than 18 years of age, for the pupil to receive instruction through independent study.

A physical or electronic copy of the signed learning agreement shall be retained by the charter school for at least three years and as appropriate for auditing purposes.

For purposes of this section, an electronic copy includes a computer or electronic stored image of an original document, including, but not limited to, portable document format, JPEG, or other digital image file type, that may be sent via fax machine, email, or other electronic means.

Upon the request of the parent or guardian of a student, ~~before signing a written agreement~~, the school shall conduct a ~~telephone~~ conference or other school meeting during which the student, parent or guardian, and, if requested by the student or parent, an education advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study, before making the decision about enrollment or disenrollment in the various options for learning.

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Participation may be limited

1. No individual with disabilities, as defined in Education Code 56026, may participate in independent study unless his/her individualized education program specifically provides for such participation. (Education Code 51745)
2. Students enrolling in independent study must be residents of the local county or an adjacent county. (Education Code 51747.3)

Maximum Length of Time to show evidence of work completion

For pupils in all grade levels offered by ~~Empower Generations~~ charter, the maximum length of time that may elapse to show evidence of work completion shall be twenty (20) school days.

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Guidelines for Missing Evidence of Work Completion

If any student fails to complete at least 75% of work assigned for one learning period, or is not making satisfactory educational progress as defined below, and/or accumulates 20 absences due to insufficient work completion and/or engagement as evaluated by the facilitator, the school may conduct an evaluation to support the needs of the student, which may result in a determination that this independent study program is not an appropriate fit for the student.

A student is deemed to be making "satisfactory educational progress" if the student is progressing toward meeting the goals and/or metrics pursuant to their Personalized Learning Plan and/or their IEP. The School Director or designee is responsible for making this determination based on all of the following indicators:

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on student-level measures of student achievement and student engagement set forth in Education Code Section 52060(d)(4)-(5).
2. The completion of assignments, assessments, or other indicators that show the student is working on assignments.
3. Learning required concepts, as determined by the supervising teacher.

4. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three (3) years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.

Any student wishing to transition to in-person instruction should make a written request to the School Director or designee or to their assigned teacher of record. Upon receipt of the written request, the school will assist the student with enrolling in the in-person program offered by their district of residence and will transfer the student's educational records within five school days.

Tiered Reengagement

If a student does not generate attendance for more than three school days or 60% of the instructional days in a school week, or 10% of required minimum instructional time over four continuous weeks of the school's approved instructional calendar, students found not participatory pursuant to Education Code 51747.5 for more than the greater of three schooldays or 60% of the scheduled days of synchronous instruction in a school month as applicable by grade span, or students who are in violation of their written agreement, the school will:

1. Verify current contact information for each enrolled student;
2. Notify parents or guardians of lack of participation within one school day of the recording of a non-attendance day or lack of participation (e.g., via email, message, text, telephone, letter, etc.);
3. Reach out to the student directly and/or parent(s) or guardian(s), as well as health and social services as necessary, to determine the student's needs for reengagement; and
4. If the student has failed to complete three assignments during any period of ten school days or is failing to make satisfactory educational progress as defined herein, the school will schedule a student-parent-educator conference (a meeting involving all individuals who signed the student's written agreement) to review the student's agreement and reconsider the independent study program's impact on the student's achievement and well-being.

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Live Interaction and Synchronous Instruction

Based on each student's grade level, their assigned teacher of record will schedule and offer opportunities for synchronous instruction and daily live interaction at least as frequently as set forth below.

Deleted: <#>A Develop a plan to evaluate the pupil's achievement and necessary support through the school's Multi-Tiered Systems of Support process. [1](#)

"Live interaction" means interaction between the student and school staff, and may include peers, to maintain school connectedness. Examples of live interaction include check-ins, progress monitoring, provision of services, and instruction, and live interaction can be in-person or in the form of internet or telephonic communication.

"Synchronous instruction" means classroom-style instruction, designated small-group instruction, or one-on-one instruction delivered in person or in the form of internet or telephonic communication by the student's assigned teacher of record, and involving live two-way communication.

1. For students in grades TK-3, inclusive, their assigned teacher of record will schedule and offer opportunities for daily synchronous instruction.

2. For students in grades 7-8, their assigned teacher of record will schedule and offer opportunities for weekly synchronous instruction and daily live interaction.
3. For students in grades 9-12, their assigned teacher of record will schedule and offer opportunities for weekly synchronous instruction.

The school will document each student's participation in live interaction and synchronous instruction on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided. A student who does not participate in scheduled live interaction or synchronous instruction will be documented as non-participatory for that school day for purposes of pupil participation reporting and tiered reengagement.

Deleted: independent study on a school day

Resources Available to Independent Home Study Students

This student is entitled to school services including, but not limited to, school personnel, a credentialed teacher, textbooks, computers and software, supplementary materials, educational activities, and community services.



Equity Policy

Board Approval:

The Governing Board and school leadership believes that the diversity that exists among the school's community of learners, staff, parents/guardians, and community members is integral to the school's vision, mission, and goals. Addressing the needs of all learners requires recognition of the inherent value of diversity and acknowledgment that educational excellence requires a commitment to equity in the opportunities provided to learners and the resulting outcomes.

In order to eradicate institutional bias of any kind, including implicit or unintentional biases and prejudices that affect learner achievement, and to eliminate disparities in educational outcomes for learners from historically under-served and underrepresented populations, the school shall proactively identify class and cultural biases as well as practices, policies, and institutional barriers that negatively influence learner learning, perpetuate achievement gaps, and impede equal access to opportunities for all learners.

The Board shall make decisions with a deliberate awareness of impediments to learning faced by learners of color and/or diverse cultural, linguistic, or socio-economic backgrounds. To ensure that equity is the intentional result of school decisions, the Board shall consider whether its decisions address the needs of learners from racial, ethnic, and indigent communities and remedy the inequities that such communities experienced in the context of a history of exclusion, discrimination, and segregation. Board decisions shall not rely on biased or stereotypical assumptions about any particular group of learners.

The Board and the School Director or designee shall develop and implement policies and strategies to promote equity in school programs and activities, through measures such as the following:

1. Routinely assessing learner needs based on data disaggregated by race, ethnicity, and socio-economic and cultural backgrounds in order to enable equity-focused policy, planning, and resource development decisions
2. Analyzing expenditures and allocating financial and human resources in a manner that provides all learners with equitable access to school programs, support services, and opportunities for success and promotes equity and inclusion in the school. Such resources include access to high-quality leaders, facilitators, and other school personnel; funding; technology, equipment, textbooks, and other instructional materials; facilities; and community resources or partnerships.

3. Enabling and encouraging learners to enroll in, participate in, and complete curricular and extracurricular courses, advanced college preparation programs, and other learner activities
4. Building a positive school climate that promotes learner engagement, safety, and academic and other supports for learners
5. Adopting curriculum and instructional materials that accurately reflect the diversity among learner groups
6. Providing and/or collaborating with local agencies and community groups to ensure the availability of necessary support services for learners in need
7. Promoting the employment and retention of a diverse staff that reflects the learner demographics of the community
8. Providing school staff with ongoing, researched-based, professional learning and professional development on culturally responsive instructional practices
9. Conducting program evaluations that focus on equity and address the academic outcomes and performance of all learners on all indicators

The Board shall regularly monitor the intent and impact of school policies and decisions in order to safeguard against disproportionate or unintentional impact on access to school programs and achievement goals for specific learner populations in need of services.



Physical Education Policy

Board Approved:

The Board Members and school leadership understand Health and Physical Education and Arts are a vital part of keeping learners fit, healthy, and well rounded.

Health and Physical Education (Non Core, Non College Prep)

Empower Generations will deploy a holistic approach to wellness that is a safe, non-judgmental, and supportive process which allows learners to explore aspects of physical and mental wellbeing. As a core component of Empower Generations' model, health and wellness will be integrated a cross the curriculum as well as taught through required courses for graduation.

Health, P.E., Human Development and CTE pathways for Health Careers will align to national standards and evidence-based practices. Empower Generations' unique Doula program provides additional hands-on learning opportunities for pregnant teens during their childbearing year with a year of childbirth and lactation education and six weeks of postnatal home visits that provide infant development and infant care education. The infant/toddler center on Empower Generations' campus also provides hands-on learning experiences for human development and wellbeing.

Physical Education will be offered through an independent study model with opportunities to engage in physical activity workshops on site.

Physical Education will be offered through an independent study model with opportunities to engage in physical activity workshops on site.

Empower Generations, also, offers Physical Education and Health Competencies Course Offerings such as P.E. I, P.E. II, Yoga I, and Health.

Graduation requirements are structured to reflect 2 years of P.E. equal 20 credits and 1 year of P.E. equals 10 credits



AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements Board Approved:

Whereas, the Governor signed an Executive Order Suspending the Brown Act until October 1, 2021,

Whereas, the Governor signed Emergency Legislation AB 361 in September 2021,

Whereas, according to AB 361, the public charter school Board may take advantage of additional flexibility in teleconference meetings so long as the school complies with the following:

- The public has access via internet and/or telephone to the Board meeting and can provide public comment in some electronic form,
- The charter school uses its sound discretion and makes reasonable efforts to adhere, as closely as possible, to the other provisions of the Brown Act in order to maximize transparency and provide public access.

Whereas, AB 361 states that:

- If there is a state of emergency proclaimed by the Governor, the same suspension of teleconferencing rules apply, if either state or local officials have imposed or recommended measures to promote social distancing or, by Board vote a finding imminent risk to health or safety of attendees.

Whereas, SB 361 requires:

- The Board must provide means of how public comment will be available (internet/by phone);
- If a technical disruption occurs, no action can be taken; and
- No early requirement for public comment will be set into place and the Board shall allow for “real time” comments during full public comment period; and
- The Board makes a finding every 30 days to continue teleconferencing.

Therefore, based on the Board’s 30-day reconsideration of the current circumstances of the State of Emergency and situations of the State of Emergency continues to directly impact the ability of members to meet safely in person, and/or the State or local officials continue to impose or recommend measures to promote social distancing;

The Board has determined that it will hold its next meeting in a hybrid mode allowing Board Members and the public to attend the meetings in person using social distancing requirements or virtually given individual needs and choice of the attendee.