STATE PUBLIC CHARTER SCHOOL AUTHORITY

2019 CHARTER SCHOOL REQUEST FOR AMENDMENT TO CHARTER CONTRACT APPLICATION

For the: **Mater Academy of Nevada (Bonanza Campus)**
Date Submitted: October 15th, 2019
Current Charter Contract Start Date: July 1st, 2014
Charter Contract Expiration Date: June 30th, 2020
Key Contact: Ricardo Jasso
Key Contact title: Board Chair, Mater Academy of Nevada Board of Directors
Key Contact email and phone: ricardo.jasso@materacademynv.org / 702-743-4352
Date of School Board approval of this application: October 2, 2019

This Request For Amendment (RFA) is submitted to request a contract amendment regarding (place an "X" to the right of the specific RFA type(s) you are applying for):

1. Add Distance Education ___
2. Add Dual-Credit Program ___
3. Change Mission and/or Vision ___
4. Eliminate a Grade Level or Other Educational Services ___
5. EMOs: Entering, Amending, Renewing, Terminating Charter Contract with an EMO ___
6. Enrollment: Expand Enrollment in **Existing** Grade Level(s) and Facilities ___
7. Enrollment: Expand Enrollment in **New** Grade Levels ___
8. Facilities: Acquire or Construct a New or Additional Facility that will not affect approved enrollment _ X _
9. Facilities: Occupy New or Additional Facility ___
10. Facilities: Occupy a Temporary Facility ___
11. Facilities: Relocate or Consolidate Campuses ___
12. RFA: Transportation ___
13. Other changes ___

Table of Contents

Section I: Introduction 3

Section II: Eligibility Requirements 3

Section III: Amendment Types 4

Section IV: Processing Schedule 5

Section V: Deadlines 5

Section VI: Application Process 5

Section VII: Application Instructions 6

Section VIII: Attachments for Applications 8

Section IX: Elements of Successful RFAs 9

Section X: General Requirements Section 10

A) EXECUTIVE SUMMARY 10

B) MEETING THE NEED 12

C) ACADEMIC PLAN 13

D) FINANCIAL PLAN 18

E) OPERATIONS PLAN 19

SPECIFIC RFA SECTIONS 30

RFA: Academic Amendments 30

1. RFA: Add Distance Education 30

2. RFA: Add Dual-Credit Program 31

3. RFA: Change Mission and/or Vision 32

4. RFA: Eliminate a grade level or other educational services 32

5. RFA: EMOs/CMOs: Entering, amending, renewing, terminating charter contract with EMO/CMO 32

6. RFA: Enrollment: Expand Enrollment In Existing Grade Level(s) And Facilities 35

7. RFA: Enrollment: Expand Enrollment in New Grade Level(s) 35

Facility RFAs 36

8. RFA: Acquire or construct a facility that will not affect approved enrollment (NAC 388A.320) 36

9. RFA: Occupy New or Additional Sites (NAC 388A.315) 36

10. RFA: Occupy a Temporary Facility 36

11. RFA: Relocate or Consolidate Campuses 36

Facility RFA Attachments required 39

12. RFA: Transportation 40

13. RFA: Other Changes 41

Section I: Introduction

The mission of the State Public Charter School Authority (SPCSA) is to improve and influence public education in Nevada "by sponsoring public charter schools that prepare all students for college and career success and by modeling best practices in charter school sponsorship." This mission includes assisting chartered public schools in making orderly enrollment, facility, financing and other changes to enable them to provide high-quality educational choices to students and their parents in Nevada.

As SPCSA public schools grow and progress they may wish to consider changes, additions or other improvements to their structure, facilities, legal relationships, school size or location(s). NRS 388A, NAC 388A and individual chartered public school contracts list various potential changes a school may consider making. These changes require that the school request and receive approval of the SPCSA Board to a Request For Amendment (RFA) before proceeding, except in the case of an emergency. The school must submit the RFA to the SPCSA describing the intended change and providing documentation to support approval of the requested change, to be confirmed by an amendment to the school's charter contract signed by a representative of the board or the designee of the board.

These considered changes can be made through amendments to charter school contracts with the SPCSA, pursuant to NRS 388A.223 *et seq*, NAC 388A.305 *et seq*, and their respective Charter Contract. This Request For Amendment (RFA) application is provided by the SPCSA in fulfillment of its responsibility to develop a policy and procedure "for amending a written charter or charter contract and the criteria for determining whether a request for such an amendment will be approved…." NRS 388A.223. This RFA describes the "manner in which such procedures and criteria will differ if the sponsor determines that the amendment is material or strategically important." NRS 388A.223.

This universal RFA application replaces all prior specific project RFA applications the SPCSA provided. It includes two sections. The first is a standard section which all RFA applicants must complete. It calls for general information about the school. The second section contains specific requests for supporting documentation to support the applicant's request for specific contract amendments. Applicants need only submit one complete application for one or more amendments being recommended. That application should include supporting documentation for the general application section and specific supporting documentation for each specific amendment being requested.

Section II: Eligibility Requirements

To be eligible for consideration of approval of a contract amendment a school must submit a complete and accurate RFA, in accordance with the requirements and directions stated herein prior to the deadlines stated herein.
To be eligible to submit an amendment, the school must be in good standing in all three domains of the Authority's academic, financial, and organizational performance frameworks and it must not be considered a low-performing school or otherwise ineligible according to any definition set forth in law or regulation. "All schools begin outside of the intervention ladder and are considered to be in Good Standing." Charter School Performance Framework[1]. Schools with questions about their eligibility should contact SPCSA staff.

Ineligible schools may include, but are not limited to, those schools which operate an elementary, middle, or high school rated below the three star level; schools which operate an elementary, middle, or high school program that is a priority or focus school; schools which operate high schools with graduation rates below 60 percent; schools with

[1] http://charterschools.nv.gov/uploadedFiles/CharterSchoolsnvgov/content/Grocers/Performance%20Framework.pdf

compliance issues, including participation warnings or penalties on the Nevada School Performance Framework; and schools with financial framework deficiencies.

A school which does not have at least one independent financial audit and one year of academic performance data in the Nevada system of accountability is ineligible to apply for an expansion amendment unless the school was approved by the Authority as an EMO replication of a high performing charter school in another state or the operator applied as a CMO applicant and has replicated a high performing charter school model from another state. In such cases, the school will be required to submit updated academic, financial, and organizational performance data in all three domains from the replicated EMO school or CMO school network. In the event that the Authority mandates a system-wide assessment to supplement the statewide test and provide for additional data in the event of a testing irregularity or a change in state testing provider, schools should expect that data from that assessment will outweigh data provided from a school's internal assessment system.

All applications and the actions being requested for approval must be in compliance with NRS 388A, NAC 388A and all other relevant federal laws and regulations and SPCSA policy.

Schools with questions about eligibility should contact SPCSA staff for further clarification.

Section III: Amendment Types

NRS 388A, NAC 388A and individual chartered public school contracts list potential changes a school may consider making. The school must request and receive approval from the SPCSA Board of the Request For Amendment before the school may proceed with the intended change.

The following is a list of the RFA applications which are now being replaced by this universal RFA application. The approval for any material change considered for a school, including affecting facilities or operations, for which an express amendment was or was not earlier provided may now be handled through this single RFA application. Actions requiring an amendment to a charter school contract include those in the following list. Schools should contact the SPCSA if they are considering any change or addition to what was approved in their charter contract. For all RFAs, the General Section of this application must be completed according to the instructions herein. Specific RFA requirements for the below RFAs have specific requirements which must also be completed.

1. Add Distance Education
2. Add Dual-Credit Program
3. Change Mission and/or Vision
4. Eliminate a grade level or other educational services
5. EMOs: Entering, amending, renewing, terminating Charter Contract with an EMO
6. Enrollment: Expand Enrollment in **Existing** Grade Level(s) and Facilities
7. Enrollment: Expand Enrollment in **New** Grade Levels
8. Facilities: Acquire or Construct a new or additional Facility that will not affect approved enrollment
9. Facilities: Occupy new or additional facility
10. Facilities: Occupy a Temporary Facility
11. Facilities: Relocate or Consolidate Campuses
12. RFA: Transportation
13. Other changes requiring or not requiring approved RFAs:
    a. As described in NAC 388A.335 regarding a request for **an amendment not otherwise described**
        i. If the governing body of a charter school wishes to amend its written charter or charter contract, as applicable, in **a way that is not described** in NAC 388A.310 to 388A.335.
        ii. M**aterial amendments** to the written charter or charter contract, as applicable. If the sponsor determines that the proposed amendment is material, the governing body must obtain approval from the sponsor before the amendment becomes effective.
        iii. **Nonmaterial amendment** to the written charter or charter contract, as applicable. If the sponsor determines that the proposed amendment is not material, the governing body is not required to obtain approval from the sponsor before the amendment becomes effective.

b. Other **non-amendment changes**. Pursuant to NAC 388A.340 the governing body of a charter school (1) shall notify the sponsor of the charter school not later than 10 days after the charter school makes any change to the mailing address, telephone number, facsimile number, articles of incorporation or bylaws of the charter school.

Applicants seeking more than one amendment may now use this RFA template and provide supporting documentation as requested in the general and applicable specific sections below.

The General Requirements Sections of this application describe general supporting documentation required for RFAs.

The Special Sections describe specific supporting documentation required for specific RFAs requested to enable specific changes being pursued by the school board.

For applicants seeking to make changes for which amendments are not listed above, contact SPCSA staff regarding what, if any, documentation may be required.

Section IV: Processing Schedule

RFA applications are processed according to the following schedule. Boards/Schools must submit their completed amendment request into the Charter Amendment section of Epicenter by 5:00 pm PT within the deadline schedule provided below for the relevant Spring or Fall application cycle.

If a below date falls on a federal or state officially recognized holiday, the submittal will be due no later than 5 p.m. Pacific Time on the first working day following said holiday.

Section V: Deadlines

	Spring Cycle	**Fall Cycle**
Notice[2] of Intent to submit Request for Charter Amendment (RFA)	**Due between March 1 - 15**	**Due between September 1 - 15**
Request For Amendment (RFA)	**Due between April 1 – 15**	**Due between October 1 – 15**
Board Meeting for Possible Action	**June board meeting**	**December board meeting**

Charter school expansion (i.e., additional campuses and/or grade levels) requests **must be submitted** at least 9 months prior to the proposed implementation. For example, a school wishing to expand in the 2020-2021 school year must submit an amendment to Authority staff no later than the fall cycle of 2019.

Section VI: Application Process

1. The school board determines that an applicable change is or may be required. The board may direct a representative of the school to contact the SPCSA to explain the potential change and request guidance or may direct a representative to prepare and submit a Notice of Intent and RFA including supporting documentation according to the deadlines set forth above.
   a. Pursuant to NAC 388A.305(1) the "governing body of a charter school shall hold a public meeting that complies with the provisions of chapter 241 of NRS before the governing body submits to the sponsor of the charter school a written request for an amendment to its written charter or charter contract, as applicable, pursuant to NRS 388A.276. The governing body of a charter school may not request such an amendment unless a majority of members of the governing body vote to approve making the request."

[2] Notice or Letter of Intent

2. Applicant submits a timely submitted notice.
3. SPCSA transmits a confirmation of receipt of the NOI and may contact the applicant with any questions or comments.
4. Applicant submits a timely submitted and Request for Amendment (RFA) including all applicable requested supporting documentation.
5. SPCSA transmits a confirmation of receipt of the RFA and may contact the applicant with any questions or comments.
6. SPCSA staff, and potentially external reviewers, begin the completeness check process. SPCSA Staff may contact the applicant for more information, for more clarity, or to let the applicant know their application is insufficiently complete and cannot be processed at this time without substantial improvements to completeness, clarification or other aspects.
7. Staff transmits to applicant confirmation of completeness or determination that the RFA application is substantially incomplete so that it will not be processed at this time.
8. Upon confirmation of completeness, SPCSA staff, and potentially external reviewers, begin the review process of the RFA. SPCSA Staff may contact the applicant for further clarification and with requests for additional information or to explain issues with the RFA.
9. Staff will discuss with applicant SPCSA staff's likely recommendation based on staff's review and analysis of the RFA submitted. Applicant may determine if it wishes to proceed.
10. Staff will schedule a Board meeting date during which to present applicant's RFA along with staff's recommendation.
11. If the Agency Board approves the RFA, then staff will
    a. work with the applicant to make the amendment changes to the contract and to secure an updated, mutually executed contract, to enable the school to proceed to implement the terms of the amendment.
    b. implement the process to monitor the fulfillment of any conditions of the amendment, pursuant to the amended contract.
12. In the alternative, pursuant to NAC 388A.305(2) and except "as otherwise provided in NAC 388A.310 to 388A.335, inclusive, if the governing body of a charter school requests an amendment to its written charter or charter contract, as applicable, pursuant to NRS 388A.276, the sponsor of the charter school may authorize its staff to approve the amendment as the sponsor deems appropriate." In such a case, staff will

    a. work with applicant to make the amendment changes to the contract and secure an updated, mutually executed contract,
    b. implement the process to monitor the fulfillment of any conditions of the amendment.

Applicants may contact the following SPCSA staff with any questions regarding this RFA Application.

1. Mike Dang, 702.486.8879, mdang@spcsa.nv.gov
2. Danny Peltier, 775-687-9178, dpeltier@spcsa.nv.gov
3. Mark Modrcin, 702-486-8271, mmodrcin@spcsa.nv.gov

Section VII: Application Instructions

Specifications

1. It is the responsibility of the applicant to ensure that the content is complete, detailed, and easily understood and followed by reviewers; external experts; and parents, families, and the general public.
2. Application responses made in this file should add no more than 50 pages to this approximately 40 page "core" application for a total of up to 90 pages—in addition to all required appendices/attachments.
3. RFA submittals must all be in an electronic format. The RFA "core" application must be in a searchable pdf format. (Do not print it to hard copy and scan it.) Site, architectural and similar plans which can only forward may be in the pdf format submitted to the applicant by their consultant or professional.
4. Leave the text of the questions in the document and add your responses following each question. This will facilitate reviews, document access (hyperlinked table of contents) and enable better public transparency.
5. Begin each major section (Executive Summary, Meeting the Need, Academic Plan, etc.) on a separate page.

6. All pages in the core application must remain consecutively numbered, as they are, in the footer and include the total number of pages, such as "Page 25 of 80."
7. A RFA may not require all attachments described in this document. Place an "N/A" where appropriate—next to the respective "Attachment __." Do not leave them blank.
8. The name of each attachment, e.g. "Attachment 1," etc. must be placed in the header of the first page and header/footer of remaining pages to facilitate review and navigation. Bookmarking individual sections and attachments in Acrobat is strongly encouraged to enhance readability and facilitate a thorough review.
9. Attachments may have independent page numbering.
10. The table of contents must identify the page number of each major section of the narrative and each required attachment—or simply respond within the MS Word version of this Application with its Table of Contents.
11. You do not need to try to fix the Microsoft Word formatting in this application if the formatting doesn't automatically generate the correct or best font or outline number/letter when you enter text. As long as you include your response in the proper section we will ignore a misplaced outline number/letter.
12. References and citations should be placed in the footer.
13. If a particular question does not apply to your team or application, simply respond with a statement explaining why the question is not applicable AND including the term "not applicable" or "N/A" within the sentence.
14. All questions, including those identified as "Not Applicable" and tables not utilized must be left in the document. Tables which are accompanied with directions permitting the school to modify the number of rows and to customize the designated content may be changed as indicated.
15. Any budget or numerically oriented sheets must be submitted in a working Microsoft Office Excel file in addition to a pdf attachment.
16. When submitting resumes and biographies of proposed new board members and staff, label each document with the individual's affiliation with the proposed school (board member, principal, teacher, etc.) and combine the files into a single converted PDF document.
17. Review all elements of your request for completeness before submitting. Incomplete requests will not be accepted, and schools are not able to amend, revise, or supplement their request after it has been submitted unless the SPCSA, at its sole discretion, requests additional information or the SPCSA board votes to reject the request and the applicant chooses to resubmit a revised request at a later date.
18. Schools are strongly encouraged to maintain final Microsoft Word versions of all written materials. In the event that a school elects to resubmit a request with additional content and documentation, the school will be expected to use the Track Changes function to identify any additions or deletions to the application. Specific format requirements for such resubmissions will be furnished to applicants upon request.
19. Applicants are reminded that all requests for facilities or enrollment expansion amendments are public records and are posted on the SPCSA web site. Once a request is approved, it is expected that the complete charter application and the approved amendments will be posted on the school's web site or will otherwise be made available via electronic means upon request from any member of the public. To ensure the broadest range of accessibility for public documents, the SPCSA strongly encourages applicants to consult the Accessibility Guidance offered by our peer authorizer, the Massachusetts Department of Elementary and Secondary Education: http://www.doe.mass.edu/nmg/MakingAccessibleDocuments.pdf and http://www.doe.mass.edu/nmg/accessibility.html.

Applicants MUST submit amendment requests electronically in Epicenter, the statewide document management center for school submissions to the State Public Charter School Authority. All documents, other than budget documents and data submissions better suited to Excel, must be submitted as PDF documents. All PDF documents, other than those individual pages containing signatures or facilities documentation, must be submitted as converted (not scanned) documents.

Section VIII: Attachments for Applications

1) A letter (1-3 pages) approved and submitted by the governing body of the charter school clearly summarizing and explaining the RFA and the contract changes being requested, submitted with documentation (meeting minutes) showing the request was approved and submitted by the governing board of the charter school following a public meeting held pursuant to chapter 241 of NRS.
2) Letters of Community Support/Partnership
   a) May be scanned to PDF.
3) School and network leadership team job descriptions
4) Resumes for proposed school leader
   a) For RFAs where a new school leader would be installed
5) Student achievement data with NSPF rankings
   a) For the greater of the prior three, two, or one year(s), if available.
6) Competencies used for school leader selection
   a) For RFAs where a new school leader would be installed
7) Regional Director resume or job description
   a) Where applicable
8) CMO/Local Network organizational charts
   a) Where CMOs/EMOs are or will be involved
9) New Board Member Information Sheets
   a) For any current board members new since the opening or the last prior RFA
10) Incubation Year Planning Table
   a) For expansions into new facilities
11) EMO agreement documentation
   a) If school will contract with a non-profit or for-profit EMO for additional services or
   b) This expansion will result in additional payments to an existing EMO
   c) OR an assurance that the school is not contracting with an EMO
12) Operational execution plan
13) Budget narrative
   a) Include a description of planned/projected changes to enrollments with resulting budget impacts to revenues and expenses.
14) Financial Plan
   a) Submit working Excel model showing budgeted new/marginal/additional revenue and expense changes contemplated from proposed changes as well as impacts on surplus/deficits and statement of position
   b) Include copy of most recent annual budget submitted
15) Local Network Budget
   a) Where applicable
16) For schools which replicate an EMO or CMO model from another state which do not yet have Nevada performance data:
   a) School performance data sheet and data from network's internal assessments demonstrating that the Nevada school is performing at a level similar to schools in other geographies.
   b) Historical financial documents for the entity including
      i) audited financial records for the entity and,
      ii) if any of the schools operated by the management organization are technically separate entities,
         (1) audited financials for each such school as well as any other campus by campus financial evaluations conducted by charter school authorizers.
   c) At least three years of school financial audits are required for any school operating for three years or longer. This may be provided in the format of your choosing.
17) School Data Worksheet

Section IX: Elements of Successful RFAs

Successful amendment requests demonstrate the following characteristics:

Domain	Criteria
Organizational and Governance Accountability	Strong Governing Team that Significantly Exceeds Statutory Minimum Criteria with Proven Track Record of Transparently and Accountably Governing a Multi-Million Dollar Public Entity
Leadership	School and Network Leaders with Exemplary Track Record of Academic and Operating Results with Similar Model/Population Strong Operating Team with Proven Track Record of Transparently and Accountably Operating a Multi-Million Dollar Public Entity
Academic Accountability	Proven School Model With Proven Track Record of Producing 4/5 Star Results with Target Population
Fiscal Accountability	Strong School and Network Financial Model With Proven Track Record of Increasing Annual Fund Balances[3] Track Record of Clean Audits
Business Relationships	Transparent and Appropriate Client/Vendor Relationship with Any Identified Service Providers

[3] Such fund balance increases are intended to track free cash on hand, and should be exclusive of any capital refresh, expansion, or bond-mandated reserves budgeted for and maintained by the school.

Section X: General Requirements Section

A) EXECUTIVE SUMMARY

4 Pages or less per RFA

Provide a brief overview of your school, including:

1. Identification of the school, its location(s), enrollment(s) (most recent ADE quarter), brief history, brief description of its board members and key leadership team members.

   Location:

   Mater Academy of Nevada, Bonanza
   4760 E Bonanza Road
   Las Vegas, NV 89110

   Enrollment:

   1,040

   Brief History/Board Members:

   The Governing Board of Mater Academy of Nevada (MAN) currently oversees two campuses both located in the Las Vegas Valley: MAN Mountain Vista, currently lead by Principal Renee Fairless, which opened in 2014 and serves students in Kindergarten through 8th Grade and MAN Bonanza, currently lead by Principal Amy Gronna, which first opened in 2017 and currently serves students in Kindergarten through 7th Grade. Between the two campuses, there is a current waitlist of approximately 1,435 students wishing to enroll in MAN.

   Mater's Board of Directors currently consists of seven members and comprises a broad range of valuable skill sets.

2. Statement and overview of the mission and vision

   Mater Academy of Nevada aspires to have students obtain a thirst for knowledge and a belief in the students' self-efficacy. We strive to have the Mater Academy of Nevada community actively involved in the learning of its students.

   Mission: *The mission of Mater Academy of Nevada is to provide an innovative, challenging, multi-cultural education, preparing students to be global citizens and have a competitive edge in the 21st century workforce.*

   Vision: *The vision of Mater Academy of Nevada is to develop successful scholars with 21st century skills of communication, collaboration, critical thinking, and creativity. Students will be college and career ready with cross-cultural competence.*

3. Specific statement of the request
   (Example:) "The Board of the above named charter school, operating under a current contract with a start date of __ July 1st, 2014 _____ and a six-year expiration date of ___ June 30th, 2020 ____ requests that the SPCSA approve this request to amend its charter school contract with the SPCSA regarding the following (check all that apply):

   __ 1. Dual-Credit Programs

   __ 2. EMOs: Amend charter contract with an EMO

   __ 3. Enrollment: Expand enrollment in existing grades and facilities

__ 4. Enrollment: Expand enrollment in new grade levels

__ 5. Enrollment: Eliminate a grade level or other educational services

_X_ 6. Facilities: Acquire or construct a new or additional facility that will not affect approved enrollment

__ 7. Facilities: Occupy additional sites

__ 8. Facilities: Relocate or consolidate campuses

__ 9. Facilities: Occupy a temporary facility

__ 10. Other (specify): _____

(See full list above of RFA amendment types)

Attach a copy of the document(s), including minutes, confirming approval of the RFA.

4. A summary explanation of the reasons that the charter school is seeking to the charter school is seeking to make this specific requested change.

The purchasing options have opened up in Mater Bonanza's lease, which now allow the school to exit the 2-3% escalators of their current lease and enter into a fair interest rate for the next 30 years in the bond market.

5. Description of proposed target model and target communities

Mater Academy of Nevada, Bonanza Campus is seeking to enter into a fair interest rate in the bond market. Therefore, this question is not applicable.

6. Statement of outcomes you expect to achieve across the network of campuses

Mater Academy of Nevada, Bonanza Campus is seeking to enter into a fair interest rate in the bond market. Therefore, this question is not applicable.

7. Key components of your educational model for the expanded school

Mater Academy of Nevada, Bonanza Campus is seeking to enter into a fair interest rate in the bond market. Therefore, this question is not applicable.

8. The values, approach, and leadership accomplishments of your school or network leader and leadership team

Mater Academy of Nevada, Bonanza Campus is seeking to enter into a fair interest rate in the bond market. Therefore, this question is not applicable.

9. Key supporters, partners, or resources that will contribute to your expanded school's success.

Mater Academy of Nevada, Bonanza Campus is seeking to enter into a fair interest rate in the bond market. Therefore, this question is not applicable.

NOTE

1. **For all remaining General Requirements Sections:** Complete and submit all RFAs by answering remaining General Requirements Section questions.
2. **Indicate "No change" for any below requested response that has not changed from your charter school contract.**
3. **Indicate "N/A" for any below requested response in this General Requirements Section that is not applicable to your request. Applicants do not need to respond "N/A" to any Specific Requirements RFA section for which they are not applying.**

B) MEETING THE NEED

This section is not applicable. The requested amendment does not change the community it currently serves. Please see *Facility RFA*.

TARGETED PLAN

(1) Identify the community you wish to serve as a result of the expansion or RFA and describe your interest in serving this specific community.

(2) Explain how your expansion model or RFA, and the commitment to serve this population, including the grade levels you have chosen, would meet the district and community needs and align with the mission of the SPCSA.

GROWTH RATE AND RATIONALE

(1) Describe the school's six-year growth plan for developing new schools in Nevada and other states. Please describe the proposed scope of growth over the next 6 years, including both the schools that the campuses the school has already been approved to open, those it is currently applying to open and any additional campuses that it anticipates applying to open in the next six years (number of campuses, locations, proposed six-year enrollment projections, and grade configuration/type of schools).

   a. Provide a rationale for the proposed six-year growth plan; for example, how the school determined the appropriate pace and scope of the proposed growth and why the school is well-positioned to implement the growth plan. If locating in a new community within your present county of location or a new county within Nevada, please explain the rationale for the geographic expansion. If planning to operate new campuses in other states, please explain the rationale for that expansion.

(2) Specifically identify the key risks associated with this growth plan and describe the steps the school is taking to mitigate these risks. Respondents should demonstrate a sophisticated and nuanced understanding of the challenges of replication in general and as they relate specifically to their school growth plans based on current and historic experience of charter school management organizations and similar types of multi-site social enterprises and non-profit and for-profit organizations. The response should detail specific risks and explain how the school will minimize the impact of each of these risks, and ideally provide contingency plans for them.

   Examples may include:

   a. Inability to secure facilities/facilities financing;

   b. Difficulty raising philanthropic funding;

   c. Insufficient talent pipeline/difficulty recruiting faculty;

   d. Insufficient leadership pipeline/difficulty recruiting school leaders;

   e. Misalignment between the founding school and leader and new campuses and leaders, and;

   f. Ambiguous student performance outcomes and the need to curtail expansion if performance drops.

(3) Discuss lessons learned during the school's past replication efforts and those of any replicated school or organization from another jurisdiction. For example: specifically identify each challenge encountered and how the school addressed them, as well as how the school would minimize such challenges for the proposed campuses.

PARENT AND COMMUNITY INVOLVEMENT

(1) Describe the role to date of any parents, neighborhood, and/or community members involved in the proposed expansion of the school.

(2) Describe how you will engage parents, neighborhood, and community members from the time that the application is approved through the opening of the new campus(es) or grade levels. What specific strategies will be implemented to establish buy-in and to learn parent priorities and concerns during the transition process and post opening?

(3) Describe how you will engage parents in the life of the expanded school (in addition to any proposed governance roles). Explain the plan for building family-school partnerships that strengthen support for learning and encourage parental involvement. Describe any commitments or volunteer activities the school will seek from, offer to, or require of parents.

(4) Discuss the community resources that will be available to students and parents at the expanded school. Describe any new strategic partnerships the expanded school will have with community organizations, businesses, or other educational institutions that are part of the school's core mission, vision, and program other than dual-credit partners discussed in subsequent sections. Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities. Include, as an **Attachment** __, existing evidence of support from new community partners such as letters of intent/commitment, memoranda of understanding, and/or contracts.

(5) Describe the school's ties to and/or knowledge of the target community. How has the school learned from and engaged with this community to date? What initiatives and/or strategies will you implement to learn from and engage the neighborhood, community, and broader city/county?

(6) Identify any organizations, agencies, or consultants that are partners in planning and expanding the school, along with a brief description of their current and planned role and any resources they have contributed or plan to contribute to the school's development. If the school is new to this county, describe how your previous work has prepared you to establish relationships and supports in this new community.

C) ACADEMIC PLAN

This section is not applicable. The requested amendment does not change the academics of the school, curriculum, or grades served. Please see *Facility RFA*.

MISSION & VISION

The mission of your school should describe the purpose of your school, including the students and community to be served and the values to which you will adhere while achieving that purpose. The vision of your school should describe what success looks like for students, for the school as a whole, and for any other entities that are critical to your mission. The mission and vision statement should align with the purposes of the Nevada charter school law and the mission of the State Public Charter School Authority and serves as the foundation for the entire proposal.

Explain whether the proposed mission and vision for the school/network is different from the existing school's mission and vision and how they differ. Describe the reasoning behind any modifications.

Explain whether the mission and vision outlined will replace the current mission and vision of the charter holder, or if the school proposes to complement a broader organizational mission and vision with campus or grade-level specific variants. How will the entity as a whole ensure consistency and coherence of its mission and vision?

CURRICULUM & INSTRUCTIONAL DESIGN

The framework proposed for instructional design must both reflect the needs of the anticipated population and ensure all students will meet or exceed the expectations of the Nevada Academic Content Standards.

(1) Historical Performance

(a) **Performance Data:** schools are only eligible to complete the amendment request and business plan if the existing schools meet the Authority's eligibility criteria; these criteria reflect a proven academic track record of success with Nevada students and our operating expectations or similar performance in another state.

(i) A school is welcome to provide any additional historical academic performance metrics that fall outside of the operator's contractual performance plan (e.g. average student growth on an adaptive test such as ACT Aspire, NWEA MAP, SCANTRON, Renaissance Learning's STAR, etc.). If provided, describe student performance on these metrics.

(ii) ***Please only provide data in vendor-produced score reports and note that the Authority may require additional time and resources to review and vet such data***.

(b) **Interventions**: Please explain any past performance that has not met the organization's expectations. How was the underperformance diagnosed, how were appropriate intervention(s) determined, and how are they being implemented? What are the key areas in which existing schools/campuses need to improve, and what are the priorities to drive further success?

(2) Academic Vision and Theory of Change

(a) **Model Non-Negotiables:** What are the key non-negotiables (i.e. the key school design components, policies, practices, etc. that underlie school culture and academic outcomes) of your school model? Please include details about the critical elements that are constant across the organization's schools and those that may vary. Discuss any campus-level autonomies in implementing the educational plan.

(3) Performance Management

a) **Measuring Progress:** Describe the school's approach to performance management across the network and with individual campuses, including the systems used to measure and evaluate both academic and non-academic performance of each site and of the network as a whole.

a. What performance management systems, processes, and benchmarks will the school use to formally assess this progress?

b. Explain how the school addresses underperformance and describe the corrective action plan procedures.

b) **Closure:** Describe the conditions that would cause the school to petition the Authority close a consistently low performing campus. Be specific about threshold metrics the school would use to inform its decision.

c) **College Readiness (HS Only):** Describe the mechanisms that the school employs to accurately, reliably, and consistently track college acceptance, enrollment, and persistence rates. If historical data is available on college acceptance, enrollment, and/or persistence rates, please include it. Cite the percent of total alumni for which the school has data on each metric. If data is not available, please include plans to create mechanisms to accurately, reliably, and consistently track student acceptance, enrollment, and persistence rates.

d) **Readiness to Replicate:** What academic, financial, and operational metrics does the school and its Board use to determine readiness for replication?

e) **Compliance:** Describe the proposed academic program and how it complies with the requirements of NRS 388A.366(1)(f) and NRS 389.018. Please complete the scope and sequence/standards alignment template (Excel document at http://CharterSchools.nv.gov/uploadedFiles/CharterSchoolsnvgov/content/Grocers/Alignment Template.xlsx) for each class scheduled to be provided by the school for each grade level to be served following this proposed expansion. For example, a school that currently serves students in K, 1, and 2 which seeks to add grades 3 and

4 would provide the scope and sequence/standards alignment for each class/subject area in the grades currently served along with the scope and sequence/alignment for each of the proposed new grades.

f) **Instructional Strategies:** Describe the instructional strategies that you will implement to support the education plan and why they are well suited for the anticipated student population—including a detailed discussion of these strategies for both the expanded grades and for all existing grades. For each grade level to be served by the charter school following the expansion, identify and describe in detail the data, methods, and systems teachers will use to provide differentiated instruction to students. Please note that SPCSA schools typically start with students performing across a broad spectrum from years below grade level to advanced learners. Include the professional development teachers will receive to ensure high levels of implementation.

g) **Remediating Academic Underperformance:** Describe the school's approach to help remediate students' academic underperformance both for both the expanded grades and for all existing grades. Detail the identification strategy, interventions, and remediation to be implemented. Cite the research/rationale for the chosen methods. How will you measure the success of your academic remediation efforts (in year 1 of the expansion, year 3, year 5, and beyond? How will you communicate the need for remediation to parents? How will staffing be structured to ensure that gifted students are adequately supported?

h) **Identifying Needs:** Describe how you will identify the needs of all students in both the expanded grades and for all existing grades. Identify the research-based programs, strategies and supports you will utilize to provide a broad continuum of services, ensure students' access to the general education curriculum in the least restrictive environment, and fulfill NV's required Response to Intervention model.

i) **Intellectually Gifted Students:** Explain how the school will identify and differentiate to meet the needs of intellectually gifted students in both the expanded grades and for all existing grades in a way that extends their learning and offers them unique, tailored opportunities. Please note that Nevada law classifies intellectually gifted students as eligible for specific support services. How will staffing be structured to ensure that gifted students are adequately supported?

j) **Enrichment Opportunities:** Describe the enrichment opportunities that will be available to students performing at or above grade level in both the expanded grades and for all existing grades as part of the school's comprehensive strategy to ensure that all pupils are making accelerated academic progress.

k) **Matriculation:** Explain how students will matriculate through the school (i.e., promotion/retention policies) and how stakeholders will be informed of these standards.

SCHOOL STRUCTURE: CALENDAR AND SCHEDULE

a) Discuss the annual academic schedule for the school, including the calendar for the proposed new grades. Explain how the calendar reflects the needs of the student population and the educational model.

b) Describe the structure of the school day and week for both the proposed new grades and for existing grades. Include the number of instructional minutes/hours in a day for core subjects such as language arts, mathematics, science, and social studies. Note the length of the school day, including start and dismissal times. Explain why the school's daily and weekly schedule will be optimal for the school model and for student learning. Provide the minimum number of hours/minutes per day and week that the school will devote to academic instruction in each grade.

c) Describe your goal for student attendance and explain how you will ensure high rates of student attendance. Who will be responsible for collecting and monitoring attendance data? What supports will be in place to reduce truancy and chronic absenteeism?

DISTANCE EDUCATION

(Distance Education Expansion Amendments)

A charter school that wishes to provide distance education (online, virtual, cyber, etc.) courses and/or programs (NRS 388.820-388.874 and NAC 388.800-388.860) must submit a distance education application to the Nevada Department of Education prior to or in conjunction with its amendment request to the SPCSA.

For applicants who do not propose to offer a program of distance education or who already have approval to operate such a program, please provide a brief statement explaining that the questions in this section are not applicable.

(1) Describe the system of course credits that the school will use.

(2) Describe how the school will monitor and verify the participation in and completion of courses by pupils.

(3) Describe how the school will ensure students participate in assessments and submit coursework.

(4) Describe how the school will conduct parent-teacher conferences.

(5) Describe how the school will administer all tests, examinations or assessments required by state or federal law or integral to the performance goals of the charter school in a proctored setting.

PRE-KINDERGARTEN PROGRAMS

(All Operators Currently Operating or Proposing to Operate Pre-K)

A charter school that wishes to provide pre-kindergarten services to students who will later enroll in its K-12 programs must apply separately to the Nevada Department of Education to offer education below the kindergarten level following charter approval. Approval to offer pre-kindergarten cannot be guaranteed. Consequently, revenues and expenditures related to pre-kindergarten should not be included in the initial charter application budget. Please note that state-funded pre-kindergarten programs are not directed through the state Distributive Schools Account for K-12 education. In addition to a limited amount of state pre-kindergarten funding available through the Department of Education, the SPCSA is also a sub-recipient of a federal grant to expand early childhood services in certain high-need communities through programs approved by NDE. Applicants are encouraged to review resources available at http://www.doe.nv.gov/Early_Learning_Development/. For applicants who do not propose to offer pre-kindergarten, please provide a brief statement explaining that the questions in this section are not applicable.

(1) Identify whether the school plans to offer pre-kindergarten in the first year of operation at the new campus or in any subsequent year of the charter term.

(2) Identify whether the school will offer fee-based pre-kindergarten services. If the school does plan to offer fee-based pre-kindergarten, explain how the school will ensure that parents will be informed both initially and on an ongoing basis that both state and federal law preclude a K-12 charter school from giving admissions preference to students to whom it has previously charged tuition.

(3) Describe the school's plans for ensuring that the pre-kindergarten program aligns with the mission, vision, and program of the school's other grades and meets all other state requirements.

(4) Explain how the school's proposed pre-kindergarten program may meet the federal pre-kindergarten expansion grant criteria.

HIGH SCHOOL GRADUATION REQUIREMENTS AND POSTSECONDARY READINESS

(New High School Amendments Only)

High schools approved by the SPCSA will be expected to meet or exceed Nevada graduation requirements. For operators who do not propose to operate a high school program during the initial charter term or who already have approval to operate a high school, please provide a brief statement explaining that the questions in this section are not applicable.

(1) Explain how the school will meet state requirements. Describe how students will earn credit hours, how grade-point averages will be calculated, what information will be on transcripts, and what elective courses will be offered. If graduation requirements for the school will exceed those required by the State of Nevada, explain the additional requirements.

(2) Explain how the graduation requirements will ensure student readiness for college or other postsecondary opportunities (e.g., trade school, military service, or entering the workforce).

(3) Explain what systems and structures the school will implement for students at risk for dropping out and/or not meeting the proposed graduation requirements, including plans to address students who are overage for grade, those needing to access credit recovery options, and those performing significantly below grade level.

SPECIAL POPULATIONS

Pursuant to State and federal law, SPCSA schools are required to serve the needs of all students in special populations. Beginning in the 2017-18 school year, the State of Nevada will switch to a weighted formula for special education. For the first time, this will provide for equitable special education funding across all Nevada public schools. Over time, this will necessitate current SPCSA-sponsored charter schools moving from a defined continuum of service to a broader continuum of services. All operators submitting amendment requests to the SPCSA after the conclusion of the 2015 Legislative Session should plan on offering students a broad continuum of services.

The SPCSA operates under the following principles with regards to special populations of students:

SPCSA schools serve all eligible students. SPCSA schools do not deny the enrollment of any student based on needs or disability.

1. SPCSA schools are to ensure streamlined access for all students requiring special programs.
2. SPCSA schools develop programs to support the needs of their students.
3. SPCSA schools do not counsel or kick any students out.
4. SPCSA schools utilize best practices to expose students to the most inclusive environments appropriate.
5. If needed, an SPCSA school is responsible for developing more restrictive placements to meet the needs of the highest needs students, including but not limited to clustered placements in consortium with other charter schools.
6. SPCSA schools are responsible for providing high functioning, trained special education teams, which focus on student advocacy and high expectations. IEP teams (including school's leadership) make placement decisions at IEP meetings. Decisions are made based on evidence/data to support what is best for the student.

Special Education

(1) Track Record: Please explain the extent to which the board and leadership team (instructional leader, etc.) has experience working to achieve high academic outcomes of students with disabilities, including students with mild, moderate, and severe disabilities.

(2) Identification: Describe in detail the school's Child Find process. How will the school identify students in need of additional supports or services?

a) (*Elementary Schools Only*) How will the school accurately identify students prior to and following enrollment (e.g., those who require pre-school special education and related services) and in the early grades (PreK, K, 1, or 2) for appropriate services?
b) (*Middle and High Schools*) How will the school identify and serve students who require special education services and develop transition plans?

(3) (*All Schools*) How will the school handle over-identification of students as having a disability that qualifies them for special education services? What will be the process to transition a student out of special education who has been incorrectly identified as having a disability in the past?

a) Continuum of Services: How will the school provide a broad continuum of instructional options and behavioral supports and interventions for students with a range of disabilities? Specifically describe how students with severe intellectual, learning, and/or emotional disabilities will be served. Provide a chart which graphically illustrates the continuum of services which identifies, by disability and level of severity, the means by which students with disabilities will be able to receive an appropriate public education in the least restrictive environment (note—this graphic may be created using a commercial program like Microsoft Visio or a free or low-cost internet-based solution such as Lucidchart). Identify the resources, personnel (including

administrative responsibilities), and direct and related services the school is likely to provide both within general education classrooms and in other settings (e.g., collaborative team teaching (CTT), Special Education Teacher Support Services (SETSS), speech therapy, physical therapy, occupational therapy, counseling, etc.) as well as the services or settings that will be provided through a consortium or other collaborative initiative with other charter schools or through a third party contract.

(4) Enrollment: Describe the school's strategy and plan to recruit, enroll, and retain students with disabilities. How will the school proactively address parent and community perceptions around the availability and appropriateness of the charter school to the needs of students with disabilities?

(5) General Education Collaboration/Access: How will special education and related service personnel collaborate with general education teachers (e.g., team teaching, team planning, etc.) to ensure that all students are able to access a rigorous general academic curriculum?

Staffing: How will you ensure qualified staffing to meet the needs of students with disabilities across a broad continuum? Note: Federal and Nevada law requires licensure for the special education teachers, related service personnel, and psychologists at all charter schools, including those which are permitted to waive other licensure requirements due to their academic track record.

(1) Staff Development: How does the school plan to train general education teachers to modify the curriculum and instruction to address the unique needs of students with disabilities across a broad continuum?

(2) Discipline: Explain how the school will protect the rights of students with disabilities in disciplinary actions and proceedings and exhaust all options in order to promote the continuation of educational services in the home school.

(3) Monitoring: What are your plans for monitoring and evaluating both the progress and success of students who qualify for special education and related services across a broad continuum, and the extent to which your special education program complies with relevant federal and state laws? How will curriculum and instructional decisions be tracked and monitored by IEP teams and school personnel?

(4) Parental Involvement: What appropriate programs, activities, and procedures will be implemented for the participation of parents of students with a broad range of disabilities?

(5) For Distance Education Schools: Describe how the school will provide appropriate services in the distance education learning environment to students with disabilities across a broad continuum. *If you are not proposing to operate a distance education or virtual school, please explain that this is not applicable.*

D) FINANCIAL PLAN

This section is not applicable. The requested amendment does not change any financial obligations, covenants, or payments. Please see *Facility RFA*.

This section must be completed for all applications.

(1) Describe the systems and processes by which the school will manage accounting, purchasing, payroll, and audits. Specify any administrative services expected to be contracted for the school and describe the criteria and procedures for the selection of contractors and the mechanism by which the board will monitor and hold the contractor responsible for providing such services.

(2) **Attachment** ___. Present a budget narrative including a detailed description of assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (e.g., grants, donations, fundraising, etc.). There is no page limit for the budget narrative. Include the following: A detailed discussion of Per-Pupil Revenue: Use the figures provided in developing your budget assumptions.

(a) Anticipated Funding Sources: Indicate the amount and sources of funds, property or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Note which are secured and which are anticipated and include evidence of commitment for any funds on which the school's core operation depends in a clearly identified component of **Attachment** ___. Please ensure that your narrative specifically references what page this evidence can be found on in the attachment.

(b) Anticipated Expenditures: Detail the personnel and operating costs assumptions that support the financial plan, including references to quotes received and the source of any data provided by existing charter school operators in Nevada or other states.

(c) Discuss in detail the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated, including both the scenarios identified in subsections e and f.

(d) Year 1 cash flow contingency in the event that state and local revenue projections are not met in advance of opening.

(e) Year 1 cash flow contingency in the event that outside philanthropic revenue projections are not met in advance of opening.

(3) Submit a completed financial plan for the proposed school as an **Attachment**___ (the format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).

(4) Submit, as an **Attachment**___**,** a detailed budget for the operator at the network level (the format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).

(5) Provide, as an **Attachment**___, historical financial documents for any affiliated CMO from another state or any EMO providing services to the school, including audited financials for each school operated by the affiliate as well as any other campus by campus financial evaluations conducted by charter school authorizers. At least three years of school financial audits are required for any school operating for three years or longer. Such financials must be provided as converted PDF documents to ensure accessibility.

(6) Complete the audit data worksheet in **Attachment**___. In the info tab, please identify any schools or campuses listed under the student achievement tab for which, pursuant that relevant state's charter law, financial data is consolidated for reporting and auditing purposes in the independent audits provided in **Attachment**___.

(7) Provide a six-year development plan that addresses the annual and cumulative fundraising need at the network and school levels including a description of the staff devoted to development. The plan should include a history of the school's fundraising outcomes and identify funds that have already been committed toward fundraising goals. The plan should also identify the role of the members of the board, particularly as relates to give/get requirements, and should demonstrate alignment with the expectations for board members discussed elsewhere in the amendment request. If funds are raised at a partner organization level, describe the methodology to be used in allocating funds to the school and the proposed campuses. If the school has not raised any funds to support its programming to date and the budget does not include any fundraising activity, please explain that this question is not applicable to your school.

(8) Describe the campus, school, and any management organization distinct responsibilities in the financial management and oversight of the proposed campuses, including, but not limited to, their respective roles in overseeing or implementing internal controls and in making financial management decisions including budget development. Detail the process and frequency by which key financial information is communicated to and reviewed by the various organizations and different levels of leadership and governance.

E) OPERATIONS PLAN

This section is not applicable. The requested amendment does not change any operations of the school. Please see *Facility RFA*.

- **Indicate "No Change" to the sections or subsections below, where applicable. Otherwise, all applications require completion of this section.**

1. Historical performance

(a) Performance Data: schools are only eligible to complete the amendment request and business plan if the existing schools meet the Authority's eligibility criteria; these criteria reflect a proven academic track record of success with Nevada students and our operating expectations or similar performance in another state. Please provide a narrative demonstrating that the school meets the organizational criteria for approval.

(b) Interventions: Please explain any past organizational/compliance performance that has not met expectations. How did the governing body diagnose the under-performance, how were appropriate intervention(s) determined by the governing body, how are they being implemented by staff, and how is the governing body monitoring implementation of the interventions on a monthly basis?

(c) What are the key areas in which the existing school or schools/campuses need to improve, as determined by the governing body, and what are the priorities to drive further success?

2. Organization governance structure & board development:

(a) Describe how the organization's governance structure will adapt to oversee and support the 6-year growth plan and addition of new school(s). Include any impact on: (1) the composition of the Board, the Board's roles and responsibilities, and the Board's development priorities and (2) the Board's relationship to individual campuses

(b) Describe the diverse skillsets that currently exist on the Board and note any additional type of expertise that the Board may seek to help support the growth plan.

(c) Identify any Board development requirements relative to the organization's governance needs at each stage of growth.

(d) Describe how the Board identifies and addresses conflicts of interest. Attach a code of ethics that includes a formal conflict of interest policy and specifies the procedures for implementing the policy.

3. Organization charts and decision-making authority:

(a) Provide the following organizational charts:
(i)Current
(ii) Vision for school in three years (clearly identify both campuses requested in this amendment request as well as any additional campuses that the operator anticipates applying to open within three years)
(iii) Vision for school in six years (clearly identify both campuses requested in this amendment request as well as any additional campuses that the operator anticipates applying to open within six years)

The organization charts should represent all national and state operations and clearly delineate the roles and responsibilities of – and lines of authority and reporting among – the governing board, staff, any related bodies (e.g., advisory bodies or parent/teacher councils), and any external organizations that will play a role in managing the schools. If the school intends to contract with an education management organization or other management provider, clearly show the provider's role in the organizational structure of the school, explaining how the relationship between the governing board and school administration will be managed. Please *include* all shared/central office positions and positions provided by *the Management Organization (CMO or EMO) in the organizational chart, if applicable.*

4. Describe the proposed organizational model; include the following information:

a) Job descriptions for each leadership or shared/central office role identified in the organizational chart (provide as an **Attachment**___)

b) Resumes of all current leadership (provide as an **Attachment**___).

c) Previous student achievement data for the proposed instructional leaders at each proposed campus (if available) (provide as part of **Attachment**___)

5. Describe the leadership team's individual and collective qualifications for implementing the multi-site school design and business and operating plan successfully, including capacity in areas such as:

(a) School leadership;
(b) School business operations and finance;
(c) Governance management and support to the Board;
(d) Curriculum, instruction, and assessment;
(e) At-risk students and students with special needs;
(f) Performance management; and
(g) Parent and community engagement.

6. Explain who is responsible for school leader coaching and training and what those processes will look like in action. Please include any existing competencies used for school leader selection and evaluation, if available (provide as an **Attachment**___).
7. Explain your school leader's role in the successful recruitment, hiring, development and retention of a highly effective staff.
8. Explain your campus instructional leader's role in providing instructional guidance and school culture guidance. How will the leadership team work in support of the campus instructional leader's guidance?
9. What systems are in place in your leadership team structure to ensure redundancies in knowledge and skill?

2. LEADERSHIP FOR EXPANSION

a) Describe the operator's current or planned process for recruiting and training potential network leaders. Explain how you have developed or plan to establish a pipeline of potential leaders for the network as a whole. If known, identify candidates already in the pipeline for future positions.

b) Identify the proposed regional director candidate, if applicable, and explain why this individual is qualified to lead the expansion of the organization (provide a resume as an **Attachment**___). Summarize the proposed leader's academic and organizational leadership record. Provide specific evidence that demonstrates capacity to design, launch, and manage a high-performing charter school network.

c) If a regional director candidate has not yet been identified, provide the job description (as an **Attachment**___) or qualifications and discuss the timeline, criteria, and recruiting and selection process for hiring the regional director. Note: It is strongly encouraged that schools proposing to open new campuses in the 2018-19 school year, identify the regional leader *(Regional Director, Executive Director, etc.)* in the proposal. The SPCSA reserves the right to require schools which do not have network leadership and support position candidates identified to defer opening new campuses until the 2018-19 school year and to add additional criteria to the pre-opening requirements for such campuses.

3. STAFFING

a) **Complete and submit a working copy of the RFA Staffing & Enrollment Worksheets Excel file.** indicating projected staffing needs for the proposed campuses over the next six years. Schools should also complete the second table outlining projected staffing needs for the entire network over the next six years. Include full-time staff and contract support that serve the network 50% or more. Change or add functions and titles and add or delete rows as needed to reflect organizational plans.

Sample Excerpt—*Complete using Excel file*

Year	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Management Organization Positions						
[Specify]						
[Specify]						
[Specify]						
[Specify]						
[Specify]						
[Specify]						
[Specify]						
[Specify]						

4. HUMAN CAPITAL STRATEGY

Describe your strategy, plans, and timeline for recruiting and hiring teachers for a multi-site charter school. Explain key selection criteria and any special considerations relevant to your school design. *Note: schools with strong track records of academic success, as determined by the Department of Education, are eligible to waive teacher licensure requirements for all teachers except for special education and ELL professionals as long as they meet all other federal and state requirements. Maintaining such a waiver is contingent on the school continuing to achieve at the 3 Star level or higher (or equivalent) on the statewide system of accountability. Please refer to Section 46 of SB509 (2015 session) for additional information.*

a) **Recruitment:** Identify whether recruitment will be managed at the campus or network level. Identify key partnerships and/or sources the operator will rely upon of teachers and leaders. Identify the process the operator will rely upon to identify and develop high-quality leaders and high-quality teachers.

b) Leadership Pipeline: **Discuss the specific measures and timelines the organization will employ to identify and develop organizational and school leaders. For example, explain:**

1) How the school plans to identify leadership internally and externally;

2) Who will be responsible for hiring leaders;

3) Formal and informal systems that will prepare leaders for their responsibilities;

4) The school's philosophy regarding internal promotions;

5) The timing for identifying leaders in relation to the launch of a new campus; and,

6) Internal or external leadership training programs.

c) **Professional Development:** Identify the school's plan to meet professional development needs. Include whether professional development will be managed at the school or network level and how new campuses will be added to existing professional development. Also identify the method the school will use to determine the effectiveness of professional development.

d) **Performance Evaluations and Retention:** Identify the school's approach to staff performance evaluations. Identify how frequently the organization plans to: evaluate teachers, campus administrators, and network leaders and staff, who will evaluate whom, and how the organization plans to retain high-performing teachers and administrators?

e) **Compensation**: Explain the board's compensation strategy and salary ranges for network and school level staff. Discuss how the compensation structure enables the organization to attract and retain high quality staff and describe any incentive structures such as bonuses or merit pay. Compare the proposed salary ranges to those in other organizations, charter schools and local districts, as applicable.

5. SCALE STRATEGY

a) Describe the steps that you will take to scale your model to new sites, including the people involved and the resources contributed both by the founding campus and the new campuses.

b) If the school is affiliated with a CMO or EMO that operates schools in other states, compare your efforts to scale operations to Nevada to past scale efforts in other states.

c) Describe your plan for embedding the fundamental features of the model that you described in the transformational change section in each new campus that you plan to open.

d) Explain any shared or centralized support services the management organization will provide to campuses in Nevada.

e) Describe the structure, specific services to be provided, the cost of those services, how costs will be allocated among campuses, and specific service goals of the network. Please also include how the school will measure successful delivery of these services. In the case of a charter management organization proposing to contract with an education management organization, service goals should be outlined in the term sheet and draft contract provided later in **Attachment**___. Note that Nevada law allows charter schools to contract for the

management or operation of the school with either a for-profit or non-profit education management organization.

f) Using the table below, summarize the division school- and organization-level decision-making responsibilities as they relate to key functions, including curriculum, professional development, culture, staffing, etc. This division of responsibilities will be evaluated both in the context of Nevada law and regulation and best organizational and authorizing practices nationally.

Function	Mgmt Org Decision-Making	Network Leader Decision-Making	Board Decision-Making	Campus Leader Decision-Making
Performance Goals				
Curriculum				
Professional Development				
Data Mgmt & Interim Assessments				
Promotion Criteria				
Culture				
Budgeting, Finance, and Accounting				
Student Recruitment				
School Staff Recruitment & Hiring				
HR Services (payroll, benefits, etc.)				
Development/ Fundraising				
Community Relations				
IT				
Facilities Mgmt				
Vendor Management / Procurement				
Student Support Services				

Other operational services, if applicable				

6. STUDENT RECRUITMENT AND ENROLLMENT

Like all public schools, public charter schools must be open to any such child, regardless of that child's race, gender, citizenship, or need for accommodations or special education services. Thus, recruitment and enrollment practices should demonstrate a commitment to providing all students equal opportunity to attend the school, and help schools avoid even the appearance of creating barriers to entry for eligible students.

a. Explain the plan for student recruitment and marketing for the new campuses that will provide equal access to interested students and families, including how the school will comply with the requirements of SB208 (2015 session). Specifically, describe the plan for outreach to: families in poverty; academically low-achieving students; students with disabilities; and other youth at risk of academic failure. For schools which are giving one or more statutorily permissible admissions preferences pursuant to NRS 386.580 or SB390 (2015 session), please indicate if you plan to focus your student recruitment efforts in specific communities or selected attendance areas.

b. Provide a detailed discussion of the school's track record in recruiting and retaining students that reflect the ethnic, socio-economic, linguistic, and special needs diversity of the current charter school and each campus to at least the level reflected by the attendance zones where the charter school will operate facilities before approving the proposal. Please provide the school's past enrollment and retention performance for all years since the inception of the school broken out by race, ethnicity, language other than English, disability and 504 status, and eligibility for free and reduced priced lunch both as a school and in comparison, to the school's current zoned schools.

c. Detail how the school's programmatic, recruitment, and enrollment strategies are designed to recruit, enroll, and retain a student population that is representative of the zoned schools which prospective students would otherwise attend in the community. Schools which do not currently represent their communities based on the data identified above and are not serving an at-risk population are expected to add several of the following programmatic, recruitment, and enrollment strategies to merit approval: (1) participation in state-funded pre-K programs (including federal pre-K) for low-income students; (2) substituting online and social media marketing which advantages affluent and well-connected populations with a community-based, grassroots campaign which targets high need populations in the community, including aggressive door-to-door outreach and publishing marketing materials in each language which is spoken by more than 5 percent of families within each attendance zone; (3) an explicit commitment to serving a broad continuum of students with disabilities and the expansion of programs, including cluster programs or consortia, to meet the needs of a broad spectrum of student needs; (4) a weighted lottery[4] which provides additional opportunities for specific target populations to be admitted to the school in a manner consistent with state and federal law; and (5) other enrollment policies and strategies which have had a demonstrated track record of success in dramatically increasing the diversity of student populations in a high achieving charter school to at least the poverty, disability, and ELL profile of the zoned school.

d. What is the enrollment calendar for both the first year of operation and subsequent years of operation? Please specify the dates on which the school will begin accepting applications and how long the enrollment window will last prior to conducting a lottery.

e. What enrollment targets will you set and who will be responsible for monitoring progress towards these targets? What is your target re-enrollment rate for each year? How did you come to this determination? What are the minimum, planned, and maximum projected enrollment at each grade level? Outline specific targets in the table below.

[4] See http://www.publiccharters.org/wp-content/uploads/2015/09/CCSP-Weighted-Lottery-Policy-factsheet-updated-GS-8-27-2015-2.pdf for one possible approach in this evolving area of charter school policy.

f. What systems will you put in place to ensure that staff members are knowledgeable about all legal enrollment requirements pertaining to special populations and the servicing of particular populations of students and can answer parent inquiries in a manner consistent with the letter and spirit of state and federal law?

g. Describe the student recruitment plan once your school has opened. In what ways will it be different than your pre-opening year, in terms of the strategies, activities, events, persons responsible and milestones? How will the school backfill vacancies in existing grades?

h. Complete the following tables for the proposed school to open in 2019-20. Schools applying for multiple campuses must complete enrollment summary tables for each school campus opening in fall 2019 and fall 2020.

1) **Minimum Enrollment** (Must Correspond to Break Even Budget Scenario Assumptions discussed in budget narrative) ***Complete using Excel file "RFA Staffing and Enrollment Worksheets."***

Sample Excerpt

Grade Level	Number of Students					
	2019-20	2020-21	2021-22	2021-23	2023-24	2024-25
Pre-K						
K						
1						
2…						
10						
11						
12						
Total						

2) **Planned Enrollment** (Must Correspond to Budget Worksheet Assumptions) ***Complete using Excel file "RFA Staffing and Enrollment Worksheets."***

Sample Excerpt

Grade Level	Number of Students					
	2019-20	2020-21	2021-22	2021-23	2023-24	2024-25
Pre-K						
K…						
12						
Total						

3) Maximum Enrollment (Note: Enrolling more than 10 percent of the planned enrollment described in subsection b will necessitate a charter amendment) ***Complete using Excel file "RFA Staffing and Enrollment Worksheets."***

Sample Excerpt

Grade Level	Number of Students					
	2019-20	2020-21	2021-22	2021-23	2023-24	2024-25
Pre-K						
K						
12						
Total						

a. Describe the rationale for the number of students and grade levels served in year one and the basis for the growth plan illustrated above. Note: particular weight will be given to rationales which prioritize academic achievement over financial returns.

b. Schools proposing to open new elementary facilities with more than 400 students or more than 3 grade levels should identify and discuss the specific elements of the school model and organizational track record detailed throughout the request that demonstrate that the proposed expansion model is designed to compensate for the known organizational and academic challenges which accompany serving larger student bodies and multiple grade levels in a start-up environment.
c. Schools proposing to add a new middle or high school facility with more than 200 newly enrolled students in sixth grade or above or more than 2 grades above fifth grade should identify and discuss the specific elements of the school model and organizational track record detailed throughout the request that demonstrate that the proposed expansion model is designed to compensate for the known organizational and academic challenges which accompany serving larger student bodies and multiple grade levels in a start-up environment.

7. BOARD GOVERNANCE

Complete this section only to the extent it is different from what is shown in the application for the school. Otherwise, indicate "No change from original application or most recent amendment. See attached."

a. Explain the governance philosophy that will guide the board, including the nature and extent of involvement of key stakeholder groups.

b. Describe the governance structure of the expanded school when the board is fully composed, including the primary roles of the governing board and how it will interact with the principal/head of school and any advisory bodies. Explain how this governance structure and composition will help ensure that a) the school will be an educational and operational success; b) the board will evaluate the success of the school and school leader; and c) there will be active and effective representation of key stakeholders, including parents.

c. Please submit board member information for current and proposed new board members in the provided Board Member Template (provide as part of **Attachment**___). Please note that at least 75% of new board members for SY 2018-2019 must be identified at the time of the submission of the expansion request.

d. Provide, as part of **Attachment**___, a completed and signed Board Member Information Sheet for each proposed new Board member as well as the board member's resume and a thoughtful biographical summary outlining the particular qualifications of each board member as relates to both service on a public charter school board and to the specific needs of this particular charter school.

e. Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest. Will the board be making any changes to its Bylaws, Code of Ethics, and Conflict of Interest policy in light of the expansion or new statutory or regulatory requirements, including SB509?

f. Identify any existing, proposed, or contemplated relationships that could pose actual or perceived conflicts if the expansion request is approved, including but not limited to any connections with landlords, developers, vendors, or others which will receive compensation or other consideration directly or indirectly from the school; discuss specific steps that the board will take to avoid any actual conflicts and to mitigate perceived conflicts, including the new requirements of a Code of Ethics in SB509 and the nepotism regulations applicable to charter schools.

g. Describe the board's history since inception, including a discussion of turnover. How does the board proactively manage governance and succession? How does the board propose to significantly exceed the statutory minimum criteria for board qualifications in light of the complexity and risk associated with governing a large, multi-site charter school network? What elements, characteristics, and behaviors of specific, analogous high performing multi-site charter school networks, non-profit social enterprises, and for-profit organizations with similar levels of revenues or complexity has the governing body elected to emulate in its governance and in the operation of the school? Describe concrete and specific plans for increasing the capacity of the governing board. How will the board continue expand and develop over time?

h. Describe the kinds of orientation or training new board members will receive and what kinds of ongoing development existing board members will receive. The plan for training and development should include a timetable, specific topics to be addressed, and requirements for participation.

i. Describe the working relationship between the board and staff (academic, operations, and financial) and the working relationship between the board, staff, and any education management organization. Outline the regular reports that will be provided to the board, their frequency, and who will provide them. This may include financial, operational, and/or or academic reports.

j. Describe any advisory bodies or councils to be formed, including the roles and duties of those bodies. Describe the planned composition; the strategy for achieving that composition; the role of parents, students, and teachers (if applicable); and the reporting structure as it relates to the school's governing body and leadership.

k. Explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school.

l. What goals will be established for the board and how will board members be held accountable? Outline the key expectations for board members in the table below. What actions would trigger removal from the board and under what process?

Goal	Purpose	Outcome Measure

8. INCUBATION YEAR DEVELOPMENT

a. Provide a detailed start-up plan as well as specific organizational goals for the planning year (SY 2017-2018) to ensure that the school is ready for a successful launch in fall 2018. Using the template provided, outline key activities, responsible parties, and milestones and submit as an **Attachment**___.

b. Please describe the plans for leadership training and development of the selected school leader during the incubation year prior to school opening and how these plans support your year 0 goals. If partnering with an organization, please briefly describe the main components of the training program.

c. Explain who will work on a full-time or nearly full-time basis immediately following assignment of a location to lead development of the school(s) and the plan to compensate these individuals.

9. SCHOOL MANAGEMENT CONTRACTS

Indicate "Not Applicable" if the school does not intend to amend an existing management contract or enter into a new management contract with a for-profit or non-profit education management organization (EMO).

a. How and why was the EMO selected?

b. Explain whether the management organization will provide services to the charter school as a whole or will it be assigned to provide specific services at an individual campus or campuses or a particular program (e.g. a portfolio management governance model).

c. Describe the relationship between the school governing board and the service provider, specifying how the governing board will monitor and evaluate the performance of the service provider, the internal controls that will guide the relationship, and how the governing board will ensure fulfillment of performance expectations.

d. Disclose fully and provide an explanation of any existing or potential conflicts of interest between the school governing board and proposed service provider or any affiliated business entities, including, without limitation, any past or current employment, business or familial relationship between any officer, employee, or agent of the proposed service provider and any prospective employee of the charter school, a member of the committee to form a charter school or the board of directors of the charter management organization, as applicable.

e. Please provide the following in **Attachment___**:

1. A term sheet setting forth the proposed duration of the contract; roles and responsibilities of the governing board, the school staff, and the service provider; scope of services and resources to be provided by the EMO; performance evaluation measures and mechanisms; detailed explanation of all fees and compensation to be paid to the provider; financial controls and oversight; methods of contract oversight and enforcement by the governing board and/or school staff; investment disclosure; and conditions for renewal and termination of the contract;
2. A draft of the proposed management contract which complies with NRS 386.562 and SB509 (2015 session) and all other applicable laws and regulations;
3. As an exhibit to the proposed management contract, a crosswalk of the academic, financial, and organizational goals of the charter school set forth in the SPCSA Charter School Performance Framework, including the school's mission-specific goals, and a clear identification of each of the performance goals and expectations for the education management organization related to each charter school goal. This will serve as the board's primary evaluative tool for the education management organization.
4. Documentation of the service provider's for-profit or non-profit status and evidence that it is authorized to do business in Nevada.
5. Provide a brief overview of the EMO/CMO's history.
6. List any and all charter revocations or surrenders, bankruptcies, school closures, non-renewals, or shortened or conditional renewals for any of the schools managed by the organization and provide explanations. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school's authorizing office and a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer personnel contacted. Include a summary of all performance issues related to each revocation, surrender, bankruptcy, closure, non-renewal, or shorted or conditional renewal. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.
7. Explain any performance deficits or compliance violations that have led to formal authorizer intervention with any school managed by the organization. Provide details as to how such deficiencies were resolved. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school's authorizing office and all other authorizer personnel contacted. Include a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer staff regarding all performance issues related to each non-renewal, shortened or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.
8. List any and all management contract non-renewals, shortened or conditional renewals, or renegotiations or reductions in services provided for any of the schools managed by the organization and provide

explanations. For all such schools which are still in operation, please provide contact information, including name, legal home or business mailing address, home or business telephone number, and personal or business email address, for the current board chair office and all other board members and school personnel contacted. Include a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable staff or board members regarding all performance issues related to each non-renewal, shorted or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.

10. SERVICES

1. Provide **Attachment**___ describing how the school leadership team will support operational execution.
2. Provide narrative or evidence illustrating the staffing model, performance metrics, and the school's plan for supporting all operational needs of the school, including but not limited to those listed below.
3. In this space and in the finances section, demonstrate how you will fund the provision of the services below which you are requesting approval to implement.
    i. Transportation: Describe your plans for providing student transportation. If the school will not provide transportation, please identify how the school will ensure that this does serve as a barrier to enrollment or ongoing attendance.
    ii. Food Service: Outline your plans for providing food service at the school, including whether and how you will be your own school food authority or will contract with another provider. If the school will not provide food service, please identify how the school will ensure that this does serve as a barrier to enrollment or ongoing attendance.
    iii. Facilities maintenance (including janitorial and landscape maintenance)
    iv. Safety and security (include any plans for onsite security personnel)
    v. Other services
4. Technology: Outline the technology infrastructure and support mechanisms across your school, staff, and teachers. Your outline should include but not be limited to reliable and secure wide area networking, local area networking (e.g., wireless and cables), hardware (e.g., personal computing devices, servers, telephony, storage, routers, switches), technology policies and procedures, device management, and end user support, including the management of user rights and privileges.
5. Student Information Management: Timely communication of accurate student information is critical for payments to schools, compliance, and performance monitoring. Please describe how you will manage student information using the statewide Infinite Campus system, and how you will build capacity around the use of the software in order to independently maintain the system. Detail the staff members who will enter data along with the project manager who will commit to trainings and regularly monitor student information for accuracy.
6. Data Security: SPCSA charter schools record, generate and consume data that falls under strict requirements for security, privacy, and retention (including FERPA and recent legislation related to the protection of personally identifiable information (PII)). Describe the systems and procedures you will implement in order to ensure you are compliant with these obligations.
7. Provide, as an Attachment___, a detailed operational execution plan which discusses the planning and provision of these and other essential operational services in greater detail.

11. ONGOING OPERATIONS

1. SPCSA schools coordinate emergency management with local authorities. Explain your process to create and maintain the school's Emergency Management Plan required by the State of Nevada. Include the types of security personnel, technology, equipment, and policies that the school will employ. Who will be primarily responsible for this plan? Does the school anticipate contracting with the local school district for school police services? How will the school communicate with and coordinate with lead law enforcement agencies

and other public safety agencies?

2. Discuss the types of insurance coverage the school will secure as a result of the expanded scope of operation and the attendant risks, including a description of the levels of coverage. Types of insurance should include workers' compensation, liability insurance for staff and students, indemnity, directors and officers, automobile, and any others required by Nevada law or regulation. As the minimum coverage required by Nevada law and regulation is intended as a baseline requirement for schools which operate at a significantly smaller scale, schools requesting an amendment are expected to research the levels of and types of insurance coverage typically required of and obtained by multi-site charter school networks in other states, including but not limited to Arizona, California, Colorado, the District of Columbia, Massachusetts, and New York, and crosswalk those levels of coverage with those the school intends to obtain to ensure that the governing body and network leadership is fully cognizant of the complexity of risk management in a multi-site context.

SPECIFIC RFA SECTIONS

RFA: Academic Amendments

1. RFA: Add Distance Education

a. Executive Summary
   i. An overview of the mission and vision for the expanded school or network, noting any revisions to the approved mission and vision for the school relating to the addition of a distance education program.
   ii. A list of the current school campuses
   iii. Proposed model and target communities by zip code
   iv. The outcomes you expect to achieve across the network of campuses with the addition of the distance education program.
   v. The key components of your educational model and how the distance education program aligns with the educational model.
   vi. Key supporters, partners, or resources that will contribute to the distance education program

b. Targeted Plan
   i. Identify the community you wish to serve as a result of the distance education program and describe your interest in serving this specific community.
   ii. Explain how your distance education model, and the commitment to serve the population, including the grade levels you have chosen, would meet the district and community needs and align with the mission of the SPCSA.

c. Distance Education Requirements
   i. Describe the system of course credits that the school will use.
   ii. Describe how the school will monitor and verify the participation in and completion of courses by pupils.
   iii. Describe how the school will ensure students participate in assessments and submit coursework.
   iv. Describe how the school will conduct parent-teacher conferences.
   v. Describe how the school will administer all tests, examinations or assessments required by state or federal law or integral to the performance goals of the charter school in a proctored setting.

d. Special Education
   i. For Distance Education Schools: Describe how the school will provide appropriate services in the distance education learning environment to students with disabilities across a broad continuum.
   ii. What systems will you put in place to ensure that staff members are knowledgeable about all legal distance education requirements pertaining to special populations and the servicing of particular populations of students and can answer parent inquiries in a manner consistent with the letter and spirit of state and federal law?

e. Scale Strategy

i. Describe the steps that you will take to scale your model to new sections, including the people involved and the resources contributed both by the founding campus and the new distance education program.

ii. If the school is affiliated with a CMO or EMO that operates distance education in other states, compare your efforts to scale distance education operations to Nevada to past scale distance education efforts in other states.

f. Student Recruitment and Enrollment

i. Explain the plan for student recruitment and marketing for the new distance education program that will provide equal access to interested students and families, including how the school will comply with the requirements of SB208 (2015 session). Specifically, describe the plan for outreach to: families in poverty; academically low-achieving students; students with disabilities; and other youth at risk of academic failure.

ii. What is the enrollment calendar for both the first year of operation and subsequent years of operation? Please specify the dates on which the school will begin accepting distance education applications and how long the window will last prior to conducting a lottery.

iii. What distance education enrollment targets will you set and who will be responsible for monitoring progress towards these targets? What is your target re-enrollment rate for each year? How did you come to this determination?

g. Services

i. Provide a description of how the school leadership team will support the distance education operational execution. Please provide narrative or evidence that illustrates the staffing model, performance metrics, and the school's plan for supporting all operational needs of the school, including but not limited to those listed below. In this space and in the finances section, demonstrate how you will fund the provision of these services.

ii. Technology: Outline the technology infrastructure and support mechanisms across your school, staff, and teachers—including new investments necessary to support this distance education expansion. Your outline should include but not be limited to reliable and secure wide area networking, local area networking (e.g., wireless and cables), hardware (e.g., personal computing devices, servers, telephony, storage, routers, switches), technology policies and procedures, device management, and end user support, including the management of user rights and privileges.

h. Financial

Describe the costs associated with the inclusion of the Distance Education program including technology infrastructure and support mechanisms across your school, staff, and teachers—including new investments necessary to support this distance education expansion. Your outline should include but not be limited to reliable and secure wide area networking, local area networking (e.g., wireless and cables), hardware (e.g., personal computing devices, servers, telephony, storage, routers, switches), technology policies and procedures, device management, and end user support, including the management of user rights and privileges.

2. RFA: Add Dual-Credit Program

Charter schools which would like to provide a program where a student may earn college credit for courses taken in high school must request this amendment by responding to the general sections of this RFA and the following specific program questions.

a. Describe the proposed duration of the relationship between the charter school and the college or university and the conditions for renewal and termination of the relationship.

b. Identify roles and responsibilities of the governing body of the charter school, the employees of the charter school and the college or university.

c. Discuss the scope of the services and resources that will be provided by the college or university.

d. Explain the manner and amount that the college or university will be compensated for providing such services and resources, including, without limitation, any tuition and fees that pupils at the charter school will pay to the college or university.

e. Describe the manner in which the college or university will ensure that the charter school can effectively monitors pupil enrollment and attendance and the acquisition of college credits.

f. Identify any employees of the college or university who will serve on the governing body of the charter school.

Provide as an **Attachment**___, a draft memorandum of understanding between the charter school and the college or university through which the credits will be earned and a term sheet confirming the commitment of both entities to the specific terms outlined in this charter application. If the school is not planning to provide a dual-credit program, please upload an attestation explaining that this request is inapplicable.

3. RFA: Change Mission and/or Vision

For an RFA to accomplish this objective:

a. Complete and submit your RFA with the General application sections above completed.

b. The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.

c. Indicate "N/A" for any below requested response that is not applicable to your request.

4. RFA: Eliminate a grade level or other educational services

For an RFA to accomplish this objective, pursuant to NAC 388A.325:

a) Complete and submit your RFA with the General Requirements sections above completed.

b) The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.

5. RFA: EMOs/CMOs: Entering, amending, renewing, terminating charter contract with EMO/CMO

a) School Management Contracts

1. RFAs for "entering into, amending, renewing or terminating a contract with an educational management organization" are processed pursuant to NAC 388A.575
2. Contracts with EMOs are regulated in part pursuant to NAC 388A.580.
3. Limitations on the provision of teachers and other personnel by EMOs is regulated pursuant to NAC 388A.585.
4. Please provide the EMO's Tax Identification Number (EIN), Organizational Location Address, and Organizational Mailing Address.
5. How and why was the EMO selected?
6. If this amendment would result in the approval of an EMO other than that approved in the initial charter application, please explain in detail the rationale for the change.
7. Explain whether the management organization will provide services to the charter school as a whole or will it be assigned to provide specific services at an individual campus or campuses or a particular program (e.g. a portfolio management governance model).
8. Describe the relationship between the school governing board and the service provider, specifying how the governing board will monitor and evaluate the performance of the service provider, the internal controls (including any compensatory controls) that will guide the relationship, and how the governing board will ensure fulfillment of performance expectations.
9. Disclose fully and provide an explanation of any existing or potential conflicts of interest between the school governing board and proposed service provider or any affiliated business entities, including, without limitation, any past or current employment, business or familial relationship between any officer, employee, or agent of the proposed service provider and any other current or prospective vendor or contractor (including the landlord), prospective employee of the charter school, a member of the committee to form a charter school or the board of directors of the charter management organization, as applicable.
10. Provide a brief overview of the organization's history.
11. List any and all charter revocations or surrenders, bankruptcies, school closures, non-renewals, or shortened or conditional renewals for any of the schools managed by the organization and provide explanations. For all such schools, please provide contact information, including name, business mailing

address, business telephone number—including extension or direct line, and business email address, for the current leader of the school's authorizing office and a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer personnel contacted. Include a summary of all performance issues related to each revocation, surrender, bankruptcy, closure, non-renewal, or shorted or conditional renewal. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.

12. Explain any performance deficits or compliance violations that have led to formal authorizer intervention with any school managed by the organization. Provide details as to how such deficiencies were resolved. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school's authorizing office and all other authorizer personnel contacted. Include a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer staff regarding all performance issues related to each non-renewal, shortened or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.
13. List any and all management contract non-renewals, shortened or conditional renewals, or renegotiations or reductions in services provided for any of the schools managed by the organization and provide explanations. For all such schools which are still in operation, please provide contact information, including name, legal home or business mailing address, home or business telephone number, and personal or business email address, for the current board chair office and all other board members and school personnel contacted. Include a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable staff or board members regarding all performance issues related to each non-renewal, shorted or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.

b) Financial Plan

1. Describe the systems and processes by which the school will manage accounting, purchasing, payroll, and audits. Specify any administrative services expected to be contracted for the school and describe the criteria and procedures for the selection of contractors and the mechanism by which the board will monitor and hold the contractor responsible for providing such services.
2. Present a budget narrative including a detailed description of assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (e.g., grants, donations, fundraising, etc.).
3. Provide a six-year development plan that addresses the annual and cumulative fundraising need at the network and school levels including a description of the staff devoted to development. The plan should include a history of the school's fundraising outcomes and identify funds that have already been committed toward fundraising goals. The plan should also identify the role of the members of the board, particularly as relates to give/get requirements, and should demonstrate alignment with the expectations for board members discussed elsewhere in the amendment request. If funds are raised at a partner organization level, describe the methodology to be used in allocating funds to the school and the proposed campuses. If the school has not raised any funds to support its programming to date and the budget does not include any fundraising activity, please explain that this question is not applicable to your school.
4. Describe the campus', school's, and any management organization's distinct responsibilities in the financial management and oversight of the proposed campuses, including, but not limited to, their respective roles in overseeing or implementing internal controls and in making financial management decisions including budget development. Detail the process and frequency by which key financial

information is communicated to and reviewed by the various organizations and different levels of leadership and governance.

5. Submit a completed financial plan for the proposed school as an **Attachment**___ (the format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).
6. Submit, as an **Attachment**___**,** a detailed budget for the operator at the network level (the format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).
7. Provide, as an **Attachment**___, historical financial documents for any affiliated CMO from another state or any EMO providing services to the school, including audited financials for each school operated by the affiliate as well as any other campus by campus financial evaluations conducted by charter school authorizers. At least three years of school financial audits are required for any school operating for three years or longer. Such financials must be provided as converted PDF documents to ensure accessibility.
8. Complete the audit data worksheet in **Attachment**___. In the info tab, please identify any schools or campuses listed under the student achievement tab for which, pursuant that relevant state's charter law, financial data is consolidated for reporting and auditing purposes in the independent audits provided in **Attachment**___.

Attachments Necessary for EMO Amendment

1) A letter of transmittal signed by the Board chair formally requesting the amendment and identifying each of the elements to be submitted in support of the request.
2) Agenda for Board Meeting Where Board Voted to Request an Amendment to Contract with an Educational Management Organization, Renew a Contract with an Educational Management Organization, Terminate a Contract or Discontinue Negotiations with an Educational Management Organization, and/or Amend a Contract with an Educational Management Organization.
3) Draft or Approved Minutes for Board Meeting Where Board Voted to Request an Amendment to Contract Educational Management Organization, Renew a Contract with an Educational Management Organization, Terminate a Contract or Discontinue Negotiations with an Educational Management Organization, and/or Amend a Contract with an Educational Management Organization.
4) Final Term Sheet
5) Final, negotiated and executed contract between charter school and educational management organization which complies with NRS 388A, NAC 388A and all other applicable laws and regulations.
6) A term sheet signed by the Chief Executive Officer of the Service Provider setting forth the proposed duration of the contract; roles and responsibilities of the governing board, the school staff, and the service provider; scope of services and resources to be provided by the EMO; performance evaluation measures and mechanisms; detailed explanation of all fees and compensation to be paid to the provider; financial controls and oversight; methods of contract oversight and enforcement by the governing board and/or school staff; investment disclosure; and conditions for renewal and termination of the contract;
7) Crosswalk of academic, organizational, and financial framework deliverables under the charter contract which will be delegated to or supported in whole or in part by the Educational Management Organization.
8) Documentation of Service Provider's non-profit or for-profit status
9) Documentation of Service Provider's authorization to do business in Nevada (e.g. current business license)
10) Letter from Board chair requesting Good Cause Exemption.
11) Agenda for Board Meeting Where Board Voted to Request Good Cause Exemption.
12) Draft or Approved Minutes for Board Meeting Where Board Voted to Request Good Cause Exemption.
13) Budget Narrative
14) School Budget
15) Network Budget

16) Historical Audits
17) Audit Data Worksheet
    (a) Academic Performance Worksheet
    (b) Good Cause Exemption Letter
    (c) A final crosswalk of the academic, financial, and organizational goals of the charter school set forth in the SPCSA Charter School Performance Framework, including the school's mission-specific goals, and a clear identification of each of the performance goals and expectations for the education management organization related to each charter school goal. This will serve as the board's primary evaluative tool for the education management organization.

6. RFA: Enrollment: Expand Enrollment In Existing Grade Level(s) And Facilities

The purpose of this Expansion Amendment Request is to assess the potential of existing charter school boards to produce high-quality student outcomes and function as highly effective, accountable, and transparent providers of public education as they add new students and demonstrate the capability and maturity to achieve at consistently high levels in all domains while continuing to scale their impact in their communities and in other communities across the state.

What is your current enrollment for the prior years in your current contract?

Year						
Enrollment						

What is your projected enrollment for the years for which you are requesting an expansion?

Year						
Enrollment						

7. RFA: Enrollment: Expand Enrollment in New Grade Level(s)

For an RFA to accomplish this objective:

a) Complete and submit your RFA with the General application sections above completed.
b) The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.

The purpose of this Expansion Amendment Request is to assess the potential of existing charter school boards to produce high-quality student outcomes and function as highly effective, accountable, and transparent providers of public education as they add new students and demonstrate the capability and maturity to achieve at consistently high levels in all domains while continuing to scale their impact in their communities and in other communities across the state.

The expansion request is evaluated based on the strength of the plan in each of those domains, while applicants are evaluated based on their capacity to execute the program they've proposed both based on the coherence, thoroughness, and thoughtfulness of each element of the application and on the data gathered during both the (discretionary) capacity interview process and background research and due diligence on both proposed members of the expanded governing board and proposed staff members. Successful requests will share many of the same characteristics.

This amendment request form pre-supposes that the school plans to utilize the existing facility.

If the current facility requires no construction or renovation to accommodate the addition of these new grades, then provide a brief narrative at each attachment attesting to that fact. Each attestation must be signed by the chair of the

governing body and the school leader, must be notarized, and must be remediated to be accessible pursuant to Section 508 of the Rehabilitation Act.

If the existing campus or campus(es) requires any construction or renovation after the date of submission of this request and prior to the commencement of instruction, then answer the applicable specific facility related section questions.

Facility RFAs

8. RFA: Acquire or construct a facility that will not affect approved enrollment (NAC 388A.320)

a. Complete the general sections above and the general and specific facility sections below
b. If there is no change to any part of the below specific section or specific sub-sections from your current contract…state "No change to section" in a row inserted below the heading of the applicable section.
c. The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.
d. Provide a narrative explaining the proposed use of any savings generated through lower facilities occupancy costs.

9. RFA: Occupy New or Additional Sites (NAC 388A.315)

a. Complete the general sections above and the general and specific facility sections below
b. If there is no change to any part of the below specific section or specific sub-sections from your current contract…state "No change to section" in a row inserted below the heading of the applicable section.
c. The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.

10. RFA: Occupy a Temporary Facility

a. Complete the general sections above and the general and specific facility sections below
b. If there is no change to any part of the below specific section or specific sub-sections from your current contract…state "No change to section" in a row inserted below the heading of the applicable section.
c. The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.

11. RFA: Relocate or Consolidate Campuses

a. Complete the general sections above and the general and specific facility sections below
b. If there is no change to any part of the below specific section or specific sub-sections from your current contract…state "No change to section" in a row inserted below the heading of the applicable section.
c. The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.

General Facility RFA requirements

1. Describe the school's capacity and experience in facilities acquisition and development, including managing build-out and/or renovations, as applicable. Provide a description and analysis of any construction or development delays which have impacted a school or campus calendar and schedule in the past and a discussion of any organizational or operational adjustments that have been made to prevent recurrence in the future.

This will be Mater Academy of Nevada's (MAN) second facility purchase. The Mater Academy of Nevada board has had experience in regards to facility acquisition and development through the issuance of bonds. MAN began operations in the 2014-2015 school year in the Emerson campus and relocated from the old church location in the 2015-2016 school year to the Mountain Vista campus (K-8). The Mountain Vista campus is approximately 54,780 sf and hosts a student capacity of 1,000 on approximately 5 acres. The Mountain Vista campus was purchased via the issuance of bonds in the 2018-2019 school year. Mater Academy of Nevada opened their Bonanza campus in the 2017-2018 school year. The Bonanza campus is approximately 55,000 sf and hosts a student capacity of 1,000. MAN

will be looking to acquire the Bonanza campus when their purchase option window becomes available. As done with the Mountain Vista campus, MAN will look to purchase the Bonanza campus through the issuance of bonds. MAN has partnered with professional organizations such as Turner-Agassi Charter School Facility Fund, Academica Nevada, Nevada General Construction, and Ethos Three Architecture to accomplish these undertakings.

MAN has not encountered developmental delays to the campus calendar year with the construction of their campuses.

2. Identify the entity responsible for acquiring and maintaining school facilities and describe that entity's relationship to both the school and any management organization. If costs related to the facility will be borne by the proposed school's education management organization or a related party such as a foundation, it should identify the level of capital support the organization (or related party) is willing to provide to the school.

MAN partnered with the Turner-Agassi Charter School Facility Fund to acquire and construct the Bonanza facility. The MAN board entered into a Triple Net Lease which requires the school to maintain the facility. The school will now propose to acquire its facility when their purchase option window becomes available. The board members of MAN do not present a conflict of interest in dealing with the Turner-Agassi Charter School Facility Fund or any other development group with which they would choose to do business.

No costs related to the facility will be borne by Academica Nevada or a related party such as a foundation.

3. If a proposed facility **has been** identified and **requires no construction or renovation** prior to the commencement of instruction, please provide:

   a) The physical address of the facility and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility.

Refer to Attachment 4 (Proof of Facility Location)

   b) A copy of the current deed on the property (if the school owns the facility) or a copy of the proposed lease or rental agreement noting any additional square footage to be leased.

Refer to Attachment 5 (Lease Agreement)

   c) A copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement.

Refer to Attachment 5 (Lease Agreement)

   d) A copy of the floor plan of the facility, including a notation of the size of the facility which is set forth in square feet AND an assurance the school will submit final documentation in compliance with NAC 386.3265.

Refer to Attachment 6 (Floor Plan)

   e) The name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school as an **Attachment_7_**.

Refer to Attachment 7 (Current Facility Owner)

   f) A copy of the Certificate of Occupancy at **Attachment_8__**.

Refer to Attachment 8 (Certificate of Occupancy)

   g) Documentation demonstrating that the proposed facility meets all applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation as an **Attachment_9__**.

Refer to Attachment 9 (Facility Safety Compliance)

   h) Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265 as an **Attachment_10__**.

Refer to Attachment 10 (Facility Code Compliance)

4. If a proposed facility has **not** been identified or the proposed facility **requires any construction or renovation** prior to the commencement of instruction, please provide:

   a) Either a discussion of the desired community of location and the rationale for selecting that community AND an assurance that the school will submit the documentation required in 1(a) for review and approval prior to

acquisition of any facility in compliance with NAC 386.3265 as an **Attachment**___ OR the physical address of the proposed facility which requires construction or renovation and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility as an **Attachment**___.

b) Either a narrative explaining the rationale for the budgeted cost of acquisition of an owned or leased facility AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as an **Attachment**___ OR, if a facility has been identified which requires construction or renovation, a copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement as an **Attachment**___.

c) Either a discussion of the general specifications to be utilized during the facility search, including approximate square footage AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as an **Attachment**___ OR, if a facility location has been identified but requires construction or renovation, a copy of the proposed floor plan of the facility, including a notation of the size of the facility which is set forth in square feet AND an assurance that the school will submit final documentation in compliance with NAC 386.3265 as an **Attachment**___.

d) Either a description of the process and resources the school will use to identify a facility AND an assurance that the school will submit such information for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as an **Attachment**___ OR, If a facility has been identified but requires construction or renovation, the name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school as an **Attachment**___.

e) A detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain a full certificate of occupancy prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will issue the Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as an **Attachment**___.

f) A detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain all such code approvals prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all code inspections, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as an **Attachment**___.

g) Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265 as an **Attachment**___.

None of these questions are applicable as the facility has been identified and doesn't require any construction or renovation.

For schools which are seeking to occupy multiple facilities over several years, please list the number of facilities you project operating in each of the next six years and identify all potential target jurisdictions at the county and municipal levels, including any unincorporated areas.

h) Describe the strategy and process for identifying and securing multiple facilities, including any brokers or consultants you are employing to navigate the real estate market, plans for renovations, timelines, bond or third-party financing, etc.

i) Charter school facilities must comply with health and safety requirements and all other mandates prescribed in statute and regulation. In addition, charter schools must be prepared to follow applicable county and municipal review procedures which vary significantly between jurisdictions. Schools are expected demonstrate that they have thoroughly researched the different local requirements and adjust their permitting, construction, and inspection timelines accordingly. Discuss the research and planning that has occurred to date for each of the targeted jurisdictions, including both municipalities and unincorporated areas. Provide documentation of the current inspection and approval processes and timelines for the state, municipal, or county agencies within

your proposed jurisdictions which will issue each Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as part of an **Attachment**___. Provide documentation of building, fire, safety, health and sanitation code compliance inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all such code inspections within your proposed jurisdictions, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as part of **Attachment**___.

None of these questions are applicable as MAN Bonanza is not seeking to occupy multiple facilities at this time.

5. Please include the organization's plans to finance these facilities, including:
   a) Indicate whether the school intends to finance these facilities through the Department of Business and Industry (B&I) or another bond conduit. If the school is not using the B&I conduit, please identify the proposed issuer of the bonds. Please provide a rationale for the selection of this issuer, and a comparative analysis with any other issuers considered by the school.

Not applicable. The school does not intend to finance these facilities through B&I. The school will look to use Arizona Industrial Developmental Authority (AIDA) to issue the bonds. The school has used AIDA to issue their prior bonds.

   b) Total project cost for each facility

$14,431,579

   c) Financing and financing assumptions

The financing assumptions are 5.5% over 30 years.

   d) Total facility costs that the financial model can handle – debt service + lease + maintenance + utilities + etc. for each facility and for the network as a whole.

Mater Bonanza - Facility Costs					
Facility Expense	**19-20**	**20-21**	**21-22**	**22-23**	**23-24**
Scheduled/Anticipated Lease Payments	$ 798,000.00	$ 1,000,000.00	$ 1,100,000.00	$ 1,100,000.00	$ 1,100,000.00
Facility and School Insurances	$ 22,000.00	$ 30,000.00	$ 30,900.00	$ 31,827.00	$ 32,782.00
Public Utilities	$ 133,000.00	$ 136,990.00	$ 141,100.00	$ 145,333.00	$ 149,393.00
Fire and Security alarms	$ 8,000.00	$ 8,240.00	$ 8,487.00	$ 8,742.00	$ 9,004.00
Contracted Janitorial	$ 72,360.00	$ 74,531.00	$ 76,767.00	$ 79,070.00	$ 81,442.00
Facility Maintenance	$ 36,000.00	$ 37,080.00	$ 38,192.00	$ 39,338.00	$ 40,518.00
Lawn Care	$ 9,610.00	$ 9,898.00	$ 10,195.00	$ 10,501.00	$ 10,816.00
AC Maintenance & Repair	$ 15,000.00	$ 15,450.00	$ 15,914.00	$ 16,391.00	$ 16,883.00
Total:	**$ 1,093,970.00**	**$ 1,312,189.00**	**$ 1,421,555.00**	**$ 1,431,202.00**	**$ 1,440,838.00**
Breakeven Total:	***$ 1,390,000.00***	***$ 1,610,000.00***	***$ 1,720,000.00***	***$ 1,730,000.00***	***$ 1,740,000.00***

Section XI:

Facility RFA Attachments required

1. A letter of transmittal signed by the Board chair formally requesting the amendment and identifying each of the elements to be submitted in support of the request.
2. Agenda for Board Meeting Where Board Voted to Request an Amendment to Add Additional Grades, Expand Enrollment, or Occupy a New or Additional Facility

3. Draft or Approved Minutes for Board Meeting Where Board Voted to Request an Amendment to Add Additional Grades, Expand Enrollment, or Occupy a New or Additional Facility
4. If a facility has been identified, the physical address of the facility and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility OR, if a facility has not been identified, a discussion of the desired community of location and the rationale for selecting that community AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265
5. If a facility has been identified, a copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement OR a narrative explaining the rationale for the budgeted cost of acquisition of an owned or leased facility AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265
6. If a facility has been identified, a copy of the floor plan of the facility, including a notation of the size of the facility which is set forth in square feet OR, if a facility has not been identified, a discussion of the general specifications to be utilized during the facility search, including approximate square footage AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265
7. If a facility has been identified, the name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school OR a description of the process and resources the school will use to identify a facility AND an assurance that the school will submit such information for review and approval prior to acquisition of any facility in compliance with NAC 386.3265
8. Full Certificate of Occupancy OR a detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain a full certificate of occupancy prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will issue the Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265
9. Documentation demonstrating that the proposed facility meets all applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation OR a detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain all such code approvals prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all code inspections, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265.
10. Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265

---

12. RFA: Transportation

1. See (NAC 388A.330(4))
2. Describe the school's plan for transportation. Be sure to include:
    - The number of students to receive transportation, including their grades
    - The hours transportation is to be provided

- The physical location(s) proposed as pick-up and drop-off locations
- The entity/vendor providing transportation

3. Provide a statement of assurance confirming that Somerset has met all vehicle regulations for the state.
4. Describe how the school and/or transportation vendor will comply with NRS 386.815 regarding operating a school bus for extended periods of time (as necessary).
5. Describe how the school and/or transportation vendor will comply with NRS 386.820, specifically:
   - The proposed schedule for practicing student evacuation
   - A description of the bus safety program
6. Confirm that the driver(s) of the school bus will meet the minimum qualifications as described in NRS 386.825. Furthermore, please describe how the school will maintain all required employer documentation per NDE regulatory guidance for school bus operations.
7. Confirm that the school meets the safety standards and requirements as outlined in NRS 386.830 – NRS 386.840 as well as any additional local and federal requirements.

13.RFA: Other Changes

1. **For certain other RFA requests**
   a. See NAC 388A.330
   b. The governing body must submit a written request to the sponsor of the charter school for a determination of whether a proposed amendment is material or nonmaterial if the charter school wishes to amend its written charter or charter contract in a way that is not described in NAC 388A.310 to 388A.335, inclusive.
2. **For all other RFA requests not otherwise described**
   a. See NAC 388A.335
   b. Complete all applicable sections above, general and specific
   c. **For material amendments** to the written charter or charter contract, as applicable. If the sponsor determines that the proposed amendment is material, the governing body must obtain approval from the sponsor before the amendment becomes effective.
   d. The notice of intent and the RFA must include an explanation of the reasons along with any requested supporting documentation that the charter school is seeking to make this specific requested change.
3. **Nonmaterial amendments**
   a. NAC 388A.335(2)
   b. For all other RFA requests not otherwise described in NAC 388A.335
   c. If the sponsor determines that the proposed amendment is not material, the governing body is not required to obtain approval from the sponsor before the amendment becomes effective.

Attachment 1: Letter of Transmittal

Mater Academy of Nevada
6630 Surrey St.
Las Vegas, NV 89119

September 26, 2019

State Public Charter School Authority
Attn: Rebecca Feiden
1749 North Steward Street, Suite 40
Carson City, Nevada 89706

Re: Amendment Request for Mater Academy of Nevada for the acquisition of the Bonanza campus

Dear Ms. Feiden,

Below is the summary for Mater Academy of Nevada to amend their charter contract with the SPCSA to acquire the Bonanza campus:

> Mater Academy of Nevada proposes to amend their charter contract with the SPCSA to acquire the Bonanza campus. In August of 2017, Mater Academy of Nevada entered into their current lease which has a purchase option window of 3-5 years. If this option is not exercised, the school will be locked into the lease schedule which contains an escalator over the next 30 years. A bond will allow for the school to minimize its facility costs as a percentage of their operating budget.
>
> Mater Academy of Nevada requests that the Authority approve Mater's campus acquisition amendment request.

Sincerely,

Mary Beth Scow

Mary Beth Scow
Mater Academy of Nevada, Board Vice-Chair

NOTICE OF PUBLIC MEETING
of the
Board of Directors of
Mater Academy of Nevada

Notice is hereby given that the Board of Directors of Mater Academy of Nevada, a public charter school, will conduct a public meeting on October 2, 2019, beginning at 12:00 p.m. 6630 Surrey St., Las Vegas NV 89119. The public is invited to attend.

Attached hereto is an agenda of all items scheduled to be considered. Unless otherwise stated, the Board Chairperson may 1) take agenda items out of order; 2) combine two or more items for consideration; or 3) remove an item from the agenda or delay discussion related to an item.

Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend or participate at the meeting. Any persons requiring assistance is asked to contact Dena Thompson at [redacted] or (702) 431-6260 at least two days prior to the meeting so that arrangements may be conveniently made.

If you would like copies of the meeting agenda, support materials or minutes, please email Dena Thompson at [redacted] or visit the school's website at [redacted]. To request copies of the meeting audio, please email [redacted]

Public comment may be limited to three minutes per person at the discretion of the Chairperson.

AGENDA

October 2, 2019 Meeting of the Board of Directors of Mater Academy of Nevada

(Action may be taken on those items denoted "For Possible Action")

1. Call to Order and Roll Call. (For Possible Action).

2. Public Comment and Discussion. *(No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.)*

3. Approval of the Minutes of the July 29, 2019 Board Meeting (For Possible Action)

4. Update on Academic and School Initiatives by Campus Principals (For Discussion)

5. Review and Discussion Regarding Data (For Discussion)

6. School Financial Performance (For Discussion)

7. Review and Approval of Acceptance of Grant Funds for the 2019/2020 School Year from: (For Possible Action)
    a. Title I 1003a
    b. AB 309
    c. Read by Grade 3
    d. School Safety
    e. CCR-STEM
    f. Fresh Fruit and Vegetable Program
    g. SB 467

8. Discussion and Possible Action Regarding the Adoption of the Mater Academy of Nevada Sun Safety Policy (For Possible Action)

9. Review and Approval of the Mater Academy of Nevada Charter Renewal Application (For Possible Action)

10. Review and Approval to Submit an Application to Amend the Charter to Purchase Mater Academy of Nevada Bonanza Campus through Bonds (For Possible Action)

11. Review and Approval of a Revision to the Mater New Campus Amendment Approved April 9, 2019 to Include Grades Kinder-5th (For Possible Action)

12. Discussion and Approval to Form Mater Academy of Nevada Foundation (For Possible Action)

13. Review and Acceptance of Academica Evaluation (For Possible Action)

14. Academica Announcements and Notifications (For Information)

15. Public Comments and Discussion *(Action may not be taken on any matter brought up under public comment until scheduled on an agenda for possible action at a later meeting.) (For Discussion)*

16. Adjournment (For Possible Action)

This notice and agenda has been posted on or before 9 a.m. on the third working day before the meeting at the following locations:

(1) Mater Academy – 3445 Mountain Vista St., Las Vegas, Nevada
(2) Mater Academy – 4760 East Bonanza Road, Las Vegas, Nevada
(3) Henderson City Hall – 240 South Water Street, Henderson, Nevada
(4) Las Vegas City Hall – 495 S. Main Street, Las Vegas, Nevada
(5) North Las Vegas City Hall – 2250 Las Vegas Boulevard North, North Las Vegas, Nevada
(6) 6630 Surrey St., Las Vegas, Nevada
(7) notices.nv.gov

MINUTES
of the meeting of the
BOARD OF DIRECTORS of MATER ACADEMY OF NEVADA
October 2, 2019

The Board of Directors of Mater Academy of Nevada held a public meeting on October 2, 2019 at 12:00 p.m. at 6630 Surrey St., Las Vegas NV 89119.

1. Call to Order and Roll Call

Board Vice-Chair Mary Beth Scow called the meeting to order at 12:03 p.m. with a quorum present. In attendance were Board members Mary Beth Scow, Lisa Satory, Patricia Fernandez, and Robert Anderson.

Board Members Dan Triana, Ricardo Jasso, and Eva Melendrez were not present at this meeting.

Also present was Principal Amy Gronna and Assistant Principal Olivia Carbajal; as well as Academica representatives Trevor Goodsell, Carlos Segrera, Michael Muehle, and Kyle McOmber.

2. Public Comments and Discussion

There was no request for public comment.

3. Approval of the Minutes of the July 29, 2019 Board Meeting

Member Fernandez moved to approve the minutes of the July 29, 2019 Board Meeting. Member Satory seconded the motion, and the Board voted unanimously to approve.

4. Update on Academic and School Initiatives by Campus Principals

Principal Amy Gronna and Assistant Principal Olivia Carbajal addressed the Board and reviewed the student and family activities, the teacher focused activities, and the administrative activities at the campuses.

5. Review and Discussion Regarding Data

Principal Gronna and Assistant Principal Carbajal reviewed the data and Star ratings with the following data points:

Mountain Vista Elementary

- 4 Star rating
- Overall ELA proficiency was 46.2%

DRAFT

- Overall Math proficiency was 52.1%
- Improved from 44.9% students hitting growth targets in 2018 to 62.9% in 2019
- Reduced chronic absenteeism from 17.3% in 2018 to 6.2% in 2019
- Increased Science proficiency by 25% from 2018 to 2019

Mountain Vista Middle School

- 5 Star rating
- Overall ELA proficiency was 54.2%
- Overall Math proficiency was 33.4%
- Improved from 37.5% students hitting growth targets in 2018 to 49.0% in 2019
- Reduced chronic absenteeism from 12.6% in 2018 to 2.1% in 2019
- Improved Science proficiency by 3.2% from 2018 to 2019

Bonanza Elementary

- 3 Star rating
- Overall ELA proficiency was 36.6%
- Overall Math proficiency was 31.4%
- Improved from 34.7% students hitting growth targets in 2018 to 55.6% in 2019
- Reduced chronic absenteeism from 12.6% in 2018 to 5.7% in 2019
- Improved Science proficiency by 12% from 2018 to 2019

Bonanza Middle School

- 4 Star rating
- Overall ELA proficiency was 43.5%
- Overall Math proficiency was 24.6%
- 34% of students hit growth targets
- Chronic absenteeism was 6.2%

Mr. Michael Muehle addressed the Board and stated that Mater Academy Star ratings had improved from one 4 Star school, two 3 Star schools, and one 1 Star school in 2018; to one 5 Star school, two 4 Star schools, and one 3 Star school in 2019. He stated it was because of the hard work and dedication of the principals, assistant principals, and teachers at the campuses. Member Scow asked Principal Gronna and Assistant Principal Carbajal to express the Board's appreciation to the entire staff. Principal Gronna stated that the parents also deserved recognition for their willingness to work with the students and teachers.

6. School Financial Performance

Carlos Segrera addressed the Board and reviewed the financial performance through July 2019. He stated that, with the system at 99.5% enrollment, the DSA revenue would increase from the amount reported in the financial summary; adding that the instructional supplies expense was higher in the beginning of the year which would result in a decrease of the deficit throughout the year. Member Anderson asked if the negative variance would be a concern going forward. Mr. Trevor Goodsell addressed the Board and stated that the enrollment funding would true-up in November. Member Scow

asked for clarification for SPED funding. Mr. Segrera stated that state funding was listed as discretionary units and the federal funding was listed as part B; adding that the funding was based on the prior year SPED enrollment.

7. Review and Approval of Acceptance of Grand Funds for the 2019/2020 School Year from:

a. Title I 1003a
b. AB 309
c. Read by Grade 3
d. School Safety
e. CCR-STEM
f. Fresh Fruit and Vegetable Program
g. SB 467

Mr. Muehle stated that Mater Academy had been awarded seven grants that would need to be accepted by the Board. He reviewed the grants and amounts as provided in the support materials.

Member Satory moved to approve the grant funding for the 2019/2020 School Year as listed. Member Fernandez seconded the motion, and the Board voted unanimously to approve.

8. Discussion and Possible Action Regarding the Adoption of the Mater Academy of Nevada Sun Safety Program

Mr. Muehle stated that Senate Bill No. 159 required the school to develop and approve a Sun Safety Policy and reviewed the policy as contained in the support materials. Member Satory asked who would provide sunscreen or lip balm, to which Mr. Muehle replied that the students would be responsible to provide any sunscreen and lip balm needed. Discussion ensued regarding how the policy would affect the dress code policy, with Mr. Muehle stating that hats would only be allowed on the playground or during outside activities.

Member Satory moved to adopt the Mater Academy Sun Safety Policy. Member Fernandez seconded the motion, and the Board voted unanimously to approve.

9. Review and Approval of the Mater Academy of Nevada Charter Renewal Application

Mr. Muehle stated that the Board had previously approved the Letter of Intent for the charter renewal application and would need to approve the submission of teh application.

Member Fernandez moved to approve the Mater Academy of Nevada Charter Renewal application. Member Satory seconded the motion, and the Board voted unanimously to approve.

10. Review and Approval to Submit an Application to Amend the Charter to Purchase Mater Academy of Nevada Bonanza Campus through Bonds

DRAFT

Mr. Goodsell stated that the purchase option for the Bonanza campus would be coming available and an amendment would be necessary to purchase the campus. He stated that, although the option to purchase was upcoming, by applying for the amendment at this time, Mater Academy would be able to purchase the campus when the market was favorable.

Member Fernandez moved to the submission of an application to amend the Charter to purchase the Bonanza campus through bonds. Member Satory seconded the motion, and the Board voted unanimously to approve.

11. Review and Approval of a Revision to the Mater New Campus Amendment Approved April 9, 2019 to Include Grades Kinder-5th

Mr. Muehle stated that the Board had previously submitted an amendment for a 6th-12th grade campus; however, with the recent Star ratings the amendment could be revised to include Kinder through 5th grade.

Member Satory moved to approve the revision to the Mater new campus amendment approved April 9, 2019 to include grades kinder through 5th. Member Fernandez seconded the motion, and the Board voted unanimously to approve.

12. Discussion and Approval to Form Mater Academy of Nevada Foundation

Mr. Goodsell stated that it would be prudent to have a foundation to purchase the campus; adding that a foundation could also be beneficial for fundraising. Member Satory asked if the foundation would have a separate board, to which Mr. Goodsell replied in the affirmative. Discussion ensued regarding the membership of a foundation board.

Member Fernandez moved to approve forming the Mater Academy Foundation. Member Satory seconded the motion, and the Board voted unanimously to approve.

13. Review and Acceptance of Academica Evaluation

Mr. Muehle reviewed the results of the Academica evaluation. He stated that additional staff had been hired in the only department that had received less than exemplary on the evaluation.

Member Satory moved to accept the Academica evaluation. Member Fernandez seconded the motion, and the Board voted unanimously to approve.

14. Academica Announcements and Notifications

Mr. Muehle stated that he would contact Board members to invite them to the SPCSA meeting when the amendments are discussed.

DRAFT

15. Public Comments and Discussion

There was no request for public comment.

16. Adjournment

The meeting was adjourned at 12:49 p.m.

Approved on: _____

_____
Secretary of the Board of Directors
Mater Academy of Nevada.

DRAFT

Attachment 4: Proof of Facility Location

GENERAL INFORMATION	
PARCEL NO.	140-29-801-015
OWNER AND MAILING ADDRESS	T A LAS VEGAS 4760 E B R L L C %TURNER-AGASSI CHARTER SCHOOLS %ATTNL R SONTHALIA 3000 OLYMPIC BLVD SANTA MONICA CA 90404
LOCATION ADDRESS **CITY/UNINCORPORATED TOWN**	4714 E BONANZA RD LAS VEGAS
ASSESSOR DESCRIPTION	PT SW4 SE4 SEC 29 20 62
RECORDED DOCUMENT NO.	* 20161020:02083
RECORDED DATE	Oct 20 2016
VESTING	NS
COMMENTS	&PT 20170501:2199; -.33A 20170501:2201

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT	
TAX DISTRICT	200
APPRAISAL YEAR	2018
FISCAL YEAR	2019-20
SUPPLEMENTAL IMPROVEMENT VALUE	0
INCREMENTAL LAND	0
INCREMENTAL IMPROVEMENTS	0

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2018-19	2019-20
LAND	300423	448059
IMPROVEMENTS	3490745	3558485
PERSONAL PROPERTY	0	0
EXEMPT	300423	4006543
GROSS ASSESSED (SUBTOTAL)	3791168	4006543
TAXABLE LAND+IMP (SUBTOTAL)	10831909	11447266
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	3791168	4006543
TOTAL TAXABLE VALUE	10831909	11447266

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	5.63 Acres
ORIGINAL CONST. YEAR	2018
LAST SALE PRICE **MONTH/YEAR** **SALE TYPE**	0
LAND USE	41.410 - Offices, Professional and Business Services. Schools
DWELLING UNITS	1

PRIMARY RESIDENTIAL STRUCTURE					

Attachment 4: Proof of Facility Location

1ST FLOOR SQ. FT.	0	**CASITA SQ. FT.**	0	**ADDN/CONV**	
2ND FLOOR SQ. FT.	0	**CARPORT SQ. FT.**	0	**POOL**	NO
3RD FLOOR SQ. FT.	0	**STYLE**	Entire Elementary School	**SPA**	NO
UNFINISHED BASEMENT SQ. FT.	0	**BEDROOMS**	0	**TYPE OF CONSTRUCTION**	
FINISHED BASEMENT SQ. FT.	0	**BATHROOMS**	0	**ROOF TYPE**	
BASEMENT GARAGE SQ. FT.	0	**FIREPLACE**	0		
TOTAL GARAGE SQ. FT.	0				

Attachment 4: Proof of Facility Location

NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data deliniated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

0 100 200 400 600 800

MAP LEGEND

ASSESSOR'S PARCELS - CLARK COUNTY, NV.
Briana Johnson - Assessor

- PARCEL BOUNDARY
- SUB BOUNDARY
- PM/LD BOUNDARY
- ROAD EASEMENT
- MATCH / LEADER LINE
- HISTORIC LOT LINE
- HISTORIC SUB BOUNDARY
- HISTORIC PM/LD BOUNDARY
- SECTION LINE
- CONDOMINIUM UNIT
- AIR SPACE PCL
- RIGHT OF WAY PCL
- SUB-SURFACE PCL
- 001 ROAD PARCEL NUMBER
- 001 PARCEL NUMER
- 1.00 ACREAGE
- 202 PARCEL SUB/SEQ NUMBER
- PB 24-45 PLAT RECORDING NUMBER
- 5 BLOCK NUMBER
- 5 LOT NUMBER
- GL5 GOV. LOT NUMBER

BOOK T20S R62E

25124	123	122
38139	140	141
162 177	161 178	160 179

Scale: 1" = 200'

SEC. 29

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

Rev: 1/8/2019

MAP S 2 SE 4

8	4	8	4
5	1	5	1
6	2	6	2
7	3	7	3
8	4	8	4
5	1	5	1

140-29-8

CLARK COUNTY NEVADA



LEASE AGREEMENT

by and among

TA Las Vegas 4760 EBR LLC, Landlord

and

Mater Academy of Nevada, Tenant

Dated as of: September 29, 2016

Table of Contents

Page

ARTICLE I Leased Premises....1
ARTICLE II Term....4
ARTICLE III Base Rent, Security Deposit and Guaranty....7
ARTICLE IV Use and Conduct of Business in Premises....10
ARTICLE V Real Estate Taxes....12
ARTICLE VI Landlord's Work; Delivery of Possession; Commencement Date; Tenant's Installations....13
ARTICLE VII Compliance with Legal Requirements; Reporting Requirements and Covenants....18
ARTICLE VIII Indemnity and Insurance....20
ARTICLE IX Alterations....25
ARTICLE X Landlord's and Tenant's Removable Property....27
ARTICLE XI Repairs and Maintenance....28
ARTICLE XII Utilities....30
ARTICLE XIII Landlord's Services....31
ARTICLE XIV Subordination....32
ARTICLE XV Quiet Enjoyment....33
ARTICLE XVI Assignment, Subletting and Mortgaging....33
ARTICLE XVII Signage....36
ARTICLE XVIII Damage or Destruction....36
ARTICLE XIX Eminent Domain....38
ARTICLE XX Surrender....39
ARTICLE XXI Default By Tenant; Landlord Remedies; Default by Landlord....40
ARTICLE XXII No Waivers....43
ARTICLE XXIII Curing Tenant's Defaults....43
ARTICLE XXIV Brokerage....44
ARTICLE XXV Notices....44
ARTICLE XXVI Estoppel Certificates....45
ARTICLE XXVII Holdover....46
ARTICLE XXVIII Representations and Warranties....46
ARTICLE XXIX Miscellaneous Provisions....47

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") dated September 29, 2016 (the "**Effective Date**"), by and among TA Las Vegas 4760 EBR LLC, a Delaware limited liability company ("**Landlord**") and Mater Academy of Nevada, a Nevada public charter school ("**Tenant**").

ARTICLE I
Leased Premises

1.1 Ownership of Premises. Landlord is or will be the fee owner of the parcel of land described in Exhibit 1.1 annexed hereto and made a part hereof.

1.2 Description of Premises. The "**Premises**" shall consist of the real property located in the City of Las Vegas, Clark County, State of Nevada, and more particularly described on the Exhibit 1.1 attached to and made a part of this Lease (the "**Land**"), the building(s) located upon the Land and to be located upon the Land pursuant to this Lease (the "**Building**"), and all fixtures and improvements located therein and thereon. In consideration of Tenant's payment of the Base Rent and Additional Rent (each as defined below) and Tenant's performance of the covenants hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby takes from Landlord said Premises.

1.3 Defined Terms.

"AAA" has the meaning set forth in Section 6.11.

"Acquisition Deadline" has the meaning set forth in Section 2.3.1.

"Additional Rent" has the meaning set forth in Section 3.2.1.

"Alterations" has the meaning set forth in Section 9.1.

"Alternate Base Rent Notice" has the meaning set forth in Section 3.1.1.

"Alternate Base Rent Schedule" has the meaning set forth in Section 3.1.1.

"Appraised Value of the Premises" shall have the meaning set forth in Section 2.4.4.

"Authorizer" means the Nevada State Public Charter School Authority, as well as any other charter school authorizer under Nev. Rev. Stat. § 386.509 that is, at any given time during the Term, party to a Charter School Contract (as contemplated under Nev. Admin. Code § 386.050) with Tenant.

"Base Rent" has the meaning set forth in Section 3.1.

"Budget" means the budget developed and agreed by the Parties, in writing, as provided in Section 6.4.

"Building" has the meaning set forth in Section 1.2.

"Building Systems" has the meaning set forth in Section 11.1.1.

"Business Days" shall mean every calendar day Monday through Friday, inclusive, but excluding legal holidays of the United States of America and of the state where the Premises are located.

"Capital Repair Costs" has the meaning set forth in Section 11.2.2.

"Charter School" has the meaning set forth in Section 4.1.1.

"Charter School Contract" has the meaning set forth in Section 4.1.1.

"Closing Date" has the meaning set forth in Section 2.4.1.

"Commencement Date" has the meaning set forth in Section 2.1.

"Commencement Date Certificate" has the meaning set forth in Section 2.2.

"Confidential Information" has the meaning set forth in Section 29.3.1.

"**Control**" means the full power and legal authority to direct and control the business, operations, decisions and actions of the subject person or entity.

"Dangerous Condition" has the meaning set forth in Section 4.2.1.

"Department" has the meaning set forth in Section 7.5.1.

"Development Costs" means all costs (including the reasonable cost of Landlord's travel in connection with Landlord's efforts under ARTICLE VI) expended toward Landlord's Work, but not unspent contingency funds.

"Effective Date" means September 29, 2016.

"**Environmental Site Assessment**" means the "Phase I Environmental Site Assessment" prepared for TA II Acquisition LLC by Terracon Consultants, Inc. as Project No. 64157673 and dated December 3, 2015.

"Event of Default" has the meaning set forth in Section 21.1.

"Expiration Date" has the meaning set forth in Section 2.1.

"Governmental Approvals" has the meaning set forth in Section 2.3.2.

"Hazardous Materials" means any material or substance that is regulated from time to time by any local, state or federal law relating to environmental conditions and industrial hygiene, including, without limitation, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act, the Federal Water Pollution Control Act, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Safe Drinking Water Act, and all similar federal, state and local environmental statutes, ordinances and the regulations, orders, or decrees now or hereafter promulgated thereunder. "**Hazardous Materials**" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous material" pursuant to Legal Requirements.

"Insurance Proceeds" has the meaning set forth in Section 18.1.3.

"Insurance Requirements" means the insurance coverages required to be maintained by Tenant pursuant to Section 8.2 and Landlord pursuant to Section 8.3, and all requirements of the insurers issuing the policies containing such coverages.

"Interest Rate" has the meaning set forth in Section 3.3.2.

"Land" has the meaning set forth in Section 1.2.

"Landlord" means TA Las Vegas 4760 EBR LLC, a Delaware limited liability company.

"Landlord Affiliate" means any person or entity which Controls, is Controlled by, or is under common Control with Landlord.

"Landlord Party" means Landlord and any Landlord Affiliate, and their respective officers, directors, shareholders, constituent partners, members, managers, principals, employees, staff, consultants, contractors, agents and professional advisors.

"Landlord's Work" has the meaning set forth in Section 6.1.

"Lease" means this Lease Agreement.

"Lease Year" means (i) the period beginning on the Commencement Date and ending on the June 30 that first occurs after the Rent Commencement Date, and (ii) every period of July 1-June 30 thereafter occurring during the Term.

"Legal Requirements" means: all present and future statutes, laws, codes, regulations, ordinances, orders, rules, bylaws, administrative guidelines, requirements, directives and actions of any federal, state or local governmental or quasi-governmental authority that are applicable to the Premises; all recorded easements and licenses, recorded building and use restrictions, and other recorded covenants that are applicable to the Premises; and all other legal requirements of whatever kind or nature that are applicable to the Premises.

"Management Agreement" has the meaning set forth in Section 7.6.

"Manager" shall mean Academica Nevada, LLC, pursuant to the Charter School Services and Support Agreement required under Section 7.6.

"Material Alterations" has the meaning set forth in Section 9.1.2.

"Mortgage" has the meaning set forth in Section 14.1.

"Net Award" has the meaning set forth in Section 19.3.

"Non-Profit Company" has the meaning set forth in Section 2.5.

"Notice of Exercise" has the meaning set forth in Section 2.4.1.

"OFAC" has the meaning set forth in Section 29.7.

"Option" has the meaning set forth in Section 2.4.

"Option Period" has the meaning set forth in Section 2.4.

"Option Purchase Price" has the meaning set forth in Section 2.4.3.

"Option Sale Agreement" has the meaning set forth in Section 2.4.1.

"Party" shall mean either the Landlord or the Tenant.

"Parties" shall mean both the Landlord and the Tenant.

"Permitted Alterations" has the meaning set forth in Section 9.1.1.

"Permitted Use" has the meaning set forth in Section 4.1.2.

"Permitting Deadline" has the meaning set forth in Section 2.3.2.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

"Personal Property Taxes" has the meaning set forth in Section 5.2.2.

"Plans and Specifications" has the meaning set forth in Section 6.1.

"Premises" has the meaning set forth in Section 1.2.

"Premiums" has the meaning set forth in Section 8.3.2.

"Prohibited Person" has the meaning set forth in Section 29.7.

"Project Value of the Premises" has the meaning set forth in Section 2.4.5.

"Punchlist Items" means (i) minor details of construction, mechanical adjustment or any other similar matter, the non-completion of which will not interfere with Tenant's use and occupancy of the Premises for the Permitted Uses and (ii) items which, in accordance with good construction practice, must be performed after Substantial Completion of Landlord's Work.

"Real Estate Taxes" has the meaning set forth in Section 5.2.1.

"Rent" has the meaning set forth in Section 3.2.1.

"Rent Commencement Date" has the meaning set forth in Section 2.1.

"Request" has the meaning set forth in Section 16.1.1.

"Specially Designated National and Blocked Person" has the meaning set forth in Section 29.7.

"Substantial Completion" and **"Substantially Complete"** have the meanings set forth in Section 6.3.

"Substantially Damaged" has the meaning set forth in Section 18.1.1.

"Successor Landlord" has the meaning set forth in Section 14.2.

"Superior Lease" has the meaning set forth in Section 14.1.

"Superior Lessor" has the meaning set forth in Section 14.1.

"Superior Mortgage" has the meaning set forth in Section 14.1.

"Superior Mortgagee" has the meaning set forth in Section 14.1.

"Target Commencement Date" has the meaning set forth in Section 6.2.

"Taxes" has the meaning set forth in Section 5.2.

"Tenant" means Mater Academy of Nevada, a Nevada public charter school.

"Tenant Affiliate" means any person or entity which Controls, is Controlled by, or is under common Control with Tenant.

"Tenant Delay" has the meaning set forth in Section 6.5.

"Tenant Party" means Tenant and any Tenant Affiliate, and their respective officers, directors, shareholders, constituent partners, members or principals, employees, staff, students, parents, consultants, contractors, agents and professional advisors.

"Tenant's Removable Property" has the meaning set forth in Section 6.8.

"Term" has the meaning set forth in Section 2.1.

"Transfer Expenses" has the meaning set forth in Section 16.1.5.

"Unavoidable Delay" has the meaning set forth in Section 29.5.

ARTICLE II
Term

2.1 Term. The term of this Lease (the "**Term**") shall commence on the date Landlord's Work is Substantially Complete in accordance with Section 6.3 (the "**Commencement Date**"), and shall

expire at 11:59 p.m. on June 30, 2046. The "**Rent Commencement Date**" of this Lease shall be the later date to occur of (i) the Commencement Date, and (ii) September 1, 2017. The "**Expiration Date**" shall mean the date of expiration of the Term or on such earlier date upon which the Term shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this Lease or pursuant to any Legal Requirements.

2.2 Commencement Date Certificate. Tenant shall, upon the request of Landlord, execute, acknowledge and deliver to Landlord an instrument in the form of the "**Commencement Date Certificate**" attached hereto as Exhibit 2.2 and otherwise in form reasonably satisfactory to Landlord confirming the Commencement Date, the Rent Commencement Date, the Expiration Date, the Base Rent and such other items as Landlord may reasonably request; *provided*, that Tenant's failure to execute, acknowledge and deliver such an instrument shall not affect the validity of the Commencement Date, the Rent Commencement Date, the Expiration Date, the Base Rent or such other items as set forth in such Commencement Date Certificate.

2.3 Right to Cancel. This Lease is expressly conditioned upon the following:

2.3.1 If, for any reason whatsoever, Landlord fails to acquire fee title to the Premises on or before October 30, 2016 (the "**Acquisition Deadline**"), then unless Landlord and Tenant mutually agree in writing to extend such date, Landlord may elect to terminate this Lease by sending written notice of such termination of this Lease to Tenant within ten (10) Business Days following such Acquisition Deadline, and in such event, this Lease shall terminate and the Parties shall have no further obligations under this Lease, except for those obligations which expressly survive the termination of this Lease.

2.3.2 If, for any reason whatsoever, Landlord has not obtained approvals from all required governmental authorities on or before October 30, 2016 (the "**Permitting Deadline**"), on terms and conditions acceptable to Landlord in its sole discretion and sufficient to allow the Permitted Use at the Premises (the "**Governmental Approvals**"), Landlord may elect to terminate this Lease by sending written notice of such termination within ten (10) Business Days following such Permitting Deadline, and in such event, this Lease shall terminate and the Parties shall have no further obligations under this Lease, except for those obligations which expressly survive the termination of this Lease. Notwithstanding the foregoing, Tenant acknowledges that it is solely responsible for determining whether applicable building codes, ordinances, regulations and other Legal Requirements, as well as all recorded building and use restrictions of every kind, are consistent with Tenant's use of the Premises for the Permitted Use. Accordingly, Tenant shall have no right to terminate or modify this Lease if the Premises are not suitable in any respect for the Permitted Use.

2.4 Option to Purchase. As of the Commencement Date, Landlord shall be deemed to grant, bargain, sell, and convey to Tenant—and hereby does, as of such Commencement Date, grant, bargain, sell, and convey to Tenant—an option (the "**Option**") to purchase the Premises for the Option Purchase Price. The Option may only be exercised by Tenant, and only during the period commencing with the thirty-seventh (37th) full calendar month of the Term and ending after completion of the sixtieth (60th) full calendar month of the Term. Accordingly, for purposes of this Lease, the term "**Option Period**" shall mean the portion of the Term that commences at the beginning of the thirty-seventh (37th) full calendar month thereof and ends at the conclusion of the sixtieth (60th) full calendar month thereof.

2.4.1 The Option shall be exercised, if at all, only by Tenant's delivering to Landlord, during the Option Period, all of the following (when, and only when, timely delivered, collectively, a "**Notice of Exercise**"): (i) written notice expressly stating that Tenant is exercising the Option; (ii) a self-contained and in-depth summary valuation report of the kind commonly known as a "full narrative appraisal" of the Premises, which appraisal shall have been prepared by a third-party appraiser carrying

the MAI-designation and currently licensed in the State of Nevada; and which appraisal shall expressly declare the preparing appraiser's opinion of the full fair market value of the Premises; (iii) two (2) originals of the Sale Agreement attached hereto as Exhibit 2.4.1 (the "**Option Sale Agreement**"), duly executed by Tenant; and (iv) a written statement specifying a closing date for the consummation of the conveyance of the Property to Tenant, which closing date (the "**Closing Date**") (A) shall be a Business Day occurring no earlier than twenty (20) and no later than one hundred twenty (120) Business Days after Landlord's receipt of the Notice of Exercise, but (B) shall not in any event be later than the date that is sixty (60) Business Days after the end of the Option Period. Tenant's delivery of the Notice of Exercise shall be deemed an irrevocable obligation of Tenant to purchase the Property, and of Landlord to sell the Property, pursuant to all other terms and conditions set forth in this Lease and in the Option Sale Agreement.

2.4.2 Notwithstanding anything to the contrary contained in this Lease, this Option shall terminate upon any termination of this Lease. Tenant shall have no right to deliver the Notice of Exercise during the existence of an Event of Default, and Tenant's inability to deliver the Exercise Notice as a result of an Event of Default shall not extend the Option Period.

2.4.3 The price for Tenant's purchase of the Premises pursuant to the Option (the "**Option Purchase Price**") shall, subject to adjustments under Section 2.4.4 and Section 11.2, equal the greater of (i) the Project Value of the Premises or (ii) the Appraised Value of the Premises.

2.4.4 For purposes of this Lease, the "**Appraised Value of the Premises**" shall mean the fair market value of the Premises as declared by the full narrative appraisal report that Tenant shall be required to deliver pursuant to Section 2.4.1, subject to Landlord's confirmation that the requisite appraisal shall have been duly prepared according to the requirements specified in such Section 2.4.1. Notwithstanding the foregoing, the Parties agree that the Appraised Value of the Premises shall not exceed the following limits:

(a) if Tenant does not timely deliver an Alternate Base Rent Notice, then the Appraised Value of the Premises shall not exceed (i) $14,431,579 if the Closing Date occurs in any of the thirty-seventh (37th) through forty-eighth (48th) full calendar months of the Term, or (ii) $14,536,842 if the Closing Date occurs in any of the forty-ninth (49th) through sixtieth (60th) full calendar months of the Term; or

(b) if Tenant does timely delivers an Alternate Base Rent Notice, then the Appraised Value of the Premises shall not exceed (i) $14,184,211 if the Closing Date occurs in any of the thirty-seventh (37th) through forty-eighth (48th) full calendar months of the Term, or (ii) $14,284,211 if the Closing Date occurs in any of the forty-ninth (49th) through sixtieth (60th) full calendar months of the Term;

provided that, if the stated Project Values of the Premises determined hereunder for the pertinent time increments are adjusted pursuant to the terms of Section 2.4.5, below, then the maximum amounts of the Appraised Values of the Premises for the same time increments, as indicated in this Section 2.4.4, shall simultaneously be adjusted in direct proportion to such adjustments under Section 2.4.5.

2.4.5 For purposes of this Lease, the "**Project Value of the Premises**" shall mean one of the following:

(a) if Tenant shall not timely deliver an Alternate Base Rent Notice, then the Project Value of the Premises shall be (i) $13,710,000 if the Closing Date occurs in any of the thirty-seventh (37th) through forty-eighth (48th) full calendar months of the Term, or (ii)

$13,810,000 if the Closing Date occurs in any of the forty-ninth (49th) through sixtieth (60th) full calendar months of the Term; or

(b) if Tenant shall timely deliver an Alternate Base Rent Notice, then the Project Value of the Premises shall be (i) $13,475,000 if the Closing Date occurs in any of the thirty-seventh (37th) through forty-eighth (48th) full calendar months of the Term, or (ii) $13,570,000 if the Closing Date occurs in any of the forty-ninth (49th) through sixtieth (60th) full calendar months of the Term.

Notwithstanding the foregoing, however, on or before the forty-fifth (45th) Day after the Rent Commencement Date, Landlord shall notify Tenant of the actual Development Costs. If the actual Development Costs shall differ from the Budget, then the Project Values of the Premises as set forth above shall be increased or decreased to take into account such actual Development Costs. If Tenant disagrees with or disputes the actual Development Costs indicated in the Landlord notice under this Section 2.4.5, the Parties shall use their reasonable best efforts to settle the disagreement or dispute. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If, however, the Parties do not reach such resolution as to the Development Costs within a period of ten (10) Business Days after Landlord delivers a notice of actual Development Costs under this Section 2.4.5 then, (i) upon written notice to arbitrate by either Party delivered to the other within five (5) Business Days after the end of the ten (10) Business-Day negotiating period, all such disagreements and disputes as to the actual Development Costs shall be finally settled according to the dispute resolution provisions set forth in Section 6.11, or (ii) if neither Party timely delivers the requisite notice to arbitrate within such five (5) Business Days, then Landlord's notice to Tenant of its actual Development Costs shall be conclusive. No matter how resolved, the Parties shall enter into a written modification to this Lease, as provided under Section 29.4, to record any adjustment(s) to the Project Value of the Premises under this Section 2.4.5 or to the Appraised Values of the Premises under Section 2.4.4.

2.5 Non-Profit Status. Notwithstanding anything herein to the contrary, if Tenant (or any successor or assignee of Tenant) shall at any time during the Term cease to be an organization qualifying for an exemption from federal income taxation either (i) pursuant to Section 501(c)(3) of the Internal Revenue Code or (ii) as a public charter school under Nevada law (in either instance, a "**Non-Profit Company**"), or if this Lease is assigned, transferred or subleased, by operation of law or otherwise, to an entity which is not a Non-Profit Company, Landlord shall have the right to terminate this Lease without further liability or obligation to Tenant by providing Tenant with twenty (20) Business Days prior written notice, provided, however, that in the event of Tenant's failure to qualify as a Non-Profit Company (but not in the event of an assignment or sublease to a Non-Profit Company), if before the effective date of termination of this Lease, Tenant cures such failure and again qualifies as a Non-Profit Company, Landlord's termination notice shall be revoked and null and void and this Lease shall continue in full force and effect subject to the terms and conditions of this Lease, including Landlord's rights under this Section 2.5. Tenant (or any successor or assignee of Tenant) shall notify Landlord in writing immediately upon learning of the loss of its status as a Non-Profit Company, or upon learning or determining that such status is in jeopardy.

ARTICLE III
Base Rent

3.1 Base Rent. The fixed annual rent (the "**Base Rent**") shall be paid commencing on the Rent Commencement Date and thereafter in monthly installments in advance on the first Business Day of each and every calendar month during the Term. Base Rent shall be paid in the amounts set forth on

Exhibit 3.1 attached to and made a part of this Lease, subject only (i) to Tenant's delivering an Alternate Base Rent Notice under Section 3.1.1, thus irrevocably electing the Alternate Base Rent Schedule, (ii) to adjustment pursuant to Section 3.6, if applicable, and (iii) to adjustment pursuant to Section 11.2, if applicable.

3.1.1 The Parties acknowledge that Tenant may wish, under circumstances determined solely by Tenant, to have the rates of Base Rent payable with respect to certain Lease Years adjusted upward. Accordingly, Tenant may, at Tenant's sole discretion, irrevocably elect to have (i) the schedule of Base Rent set forth on Exhibit 3.1 deleted from the Lease and (ii) the alternative schedule of Base Rent set forth on Exhibit 3.1 (Alternative 1) ("**Alternate Base Rent Schedule**") simultaneously substituted in its place. Tenant shall elect, if at all, to make such substitution by delivering written notice of such election (the "**Alternate Base Rent Notice**") to Landlord not later than August 15, 2017. If Tenant shall timely deliver the Alternate Base Rent Notice to Landlord, the Alternate Base Rent Schedule shall thereafter dictate irrevocably all of the following: (i) the Base Rent payable by Tenant after the Rent Commencement Date and throughout the Term, subject only to adjustment pursuant to Section 3.6 and Section 11.2, if applicable; (ii) the Appraised Value of the Premises determined under Section 2.4.4; and (iii) the Project Value of the Premises determined under Section 2.4.5.

3.2 Additional Rent.

3.2.1 The Base Rent shall be net to Landlord, except as expressly provided otherwise in this Lease, so that all impositions, insurance premiums, utility charges, maintenance, repair and replacement expenses, payments or charges under covenants, conditions and restrictions now or hereafter of record, all expenses relating to compliance with Legal Requirements, capital replacements, and all other costs, fees, charges, expenses, reimbursements and obligations of every kind and nature whatsoever relating to the Premises (excepting only Landlord's obligations expressly set forth in this Lease) which may arise or become due to Landlord or third parties during the Term or by reason of events occurring during the Term shall be paid or discharged by Tenant, at Tenant's sole cost and expense (all charges payable by Tenant other than Base Rent, however denoted, are hereinafter collectively referred to as "**Additional Rent**"). Base Rent and Additional Rent are sometimes hereinafter collectively referred to as "**Rent**" or "**Rents**."

3.2.2 Together with, and in addition to, any payment of Rent or other sum(s) payable to or for the benefit of Landlord under this Lease, Tenant shall pay to Landlord, further as Additional Rent, a sum equal to the aggregate of any excise, sales, occupancy, franchise, privilege, rental, or transaction privilege tax on, or of any similar tax now or in the future levied, assessed, or imposed by any governmental authority upon, Landlord or the Premises as a result (and to the extent) of payments comprising Rent under this Lease, or as a result of Tenant's use or occupancy of the Premises; provided, however, that such amount(s) shall be so payable by Tenant only if (i) duly imposed and (ii) a liability from which Tenant is not exempt.

3.3 Payment of Rent.

3.3.1 Tenant covenants and agrees to pay Base Rent and Additional Rent to, or as directed in writing by, Landlord. Tenant shall pay the Base Rent and Additional Rent promptly when due without notice or demand therefor and without any abatement, deduction or set off for any reason whatsoever unless expressly provided in this Lease; provided further that Base Rent shall be paid in the manner and pursuant to the terms of an Escrow Agreement substantially similar in form and content to the document set forth on Exhibit 3.3.1 attached to and made a part of this Lease, a duly executed copy of which Tenant shall have delivered to Landlord on Effective Date.

3.3.2 In addition to any other remedies Landlord may have under this Lease, if any Base Rent or Additional Rent payable hereunder to Landlord is not paid within five (5) Business Days after the due date therefor, such overdue payment shall bear interest from the due date thereof until paid at a rate (the "**Interest Rate**") equal to the lesser of (i) ten percent (10%) per annum or (ii) the maximum interest rate permitted by Legal Requirements, and the amount of such interest shall be Additional Rent.

3.3.3 If the Rent Commencement Date or the Expiration Date occurs on a day other than the first day of a calendar month, the Base Rent and all Additional Rent for the partial calendar month in which the Rent Commencement Date or the Expiration Date occurs shall be prorated and the Base Rent for the partial calendar month in which the Rent Commencement Date occurs shall be paid on the Rent Commencement Date.

3.3.4 No payment by Tenant or receipt or acceptance by Landlord of a lesser amount than the Base Rent or Additional Rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other remedy in this Lease or at law provided.

3.3.5 Tenant's failure to pay Additional Rent shall be considered a failure to pay Base Rent hereunder and Landlord shall be entitled to all rights and remedies provided herein and by law in connection therewith. Landlord may request in writing at any time that Tenant provide Landlord with written evidence reasonably satisfactory to Landlord to document that Tenant has made full, timely payment of any Additional Rent that Tenant may have paid directly to a person or entity other than Landlord. Tenant shall, not less than ten (10) Business Days after Landlord delivers such written request, provide the required written evidence.

3.4 [Reserved.]

3.5 [Reserved.]

3.6 Adjustment of Base Rent Upon Substantial Completion of Landlord's Work. Landlord and Tenant acknowledge that one factor in determining the fair rental value for the Premises under this Lease is the total Development Costs, and that the Base Rent set forth above has been determined, in part, using the Budget. Accordingly, Landlord shall also provide Tenant with a revised schedule of Base Rent, which shall be determined by increasing or decreasing the Base Rent set forth in Section 3.1 above by such amounts as may be reasonably required, as determined by Landlord in good faith, to ensure that Landlord receives the same rate of return on its capital investment in the Premises as Landlord would have received had the sum of all actual Development Costs noticed by Landlord been equal to the Budget. If Tenant disagrees with or disputes Landlord's calculation of adjusted Base Rent, Tenant shall provide Landlord with Tenant's own calculation of adjusted Base Rent (and a revised schedule of the same) within ten (10) Business Days after Landlord delivers its notice under Section 2.4.4. If Tenant's adjusted calculation (and revised schedule) of Base Rent differs from Landlord's by less than ten percent (10%), then Landlord's determination of Base Rent shall be binding upon the Parties. If Tenant's adjusted calculation (and revised schedule) of Base Rent differs from Landlord's by ten percent (10%) or more, however, then the Parties shall use their reasonable best efforts to settle the dispute. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If, however, the Parties do not reach such solution within a period of ten (10) Business Days after Tenant delivers to Landlord written notice of Tenant's adjusted calculation (and revised schedule) of Base Rent, then, (i) upon written notice to arbitrate by either Party delivered to the other within five (5) Business Days after the end of the ten (10) Business-Day negotiating period, all such disagreements and disputes

shall be finally settled according to the dispute resolution provisions set forth in Section 6.11, or (ii) if neither Party timely delivers the requisite notice to arbitrate within such five (5) Business Days, then the revised scheduled of Base Rent provided in Landlord's initial notice to Tenant under this Section 3.6 shall be conclusive. No matter how resolved, the Parties shall enter into a written modification to this Lease, as provided under Section 29.4, to record any adjustment(s) to the Base Rent under this Section 3.6. All time periods provided in this Section 3.6 shall run concurrently with the time periods provided in Section 2.4.4.

ARTICLE IV
Use and Conduct of Business in Premises

4.1 Use.

4.1.1 Tenant shall maintain the charter school contract entered into between Tenant and Authorizer under Nev. Rev. Stat. § 386.527 and dated March 31, 2014 (as amended, modified, replaced, renewed, and extended from time to time—including, without limitation, by an Amendment to the Charter School Contract dated August 24, 2015—the "**Charter School Contract**") for operation, upon the Premises, of the Mater Academy of Nevada Charter School (as operated upon the Premises, the "**Charter School**") in good standing and in full force and effect and shall take all actions necessary to renew such Charter School Contract during the Term.

4.1.2 Tenant shall use and occupy the Premises for the operation of the Charter School, and for associated supporting activities (including but not limited to administration, cafeteria, nurse's office, science laboratories, gymnasium, locker rooms, arts and crafts, ceramics, pre-kindergarten, before-care, after-care, tutoring, enrichment and enhancement programs, and the like) consistent with operation of the Charter School (the "**Permitted Use**"), and for no other purpose whatsoever without the prior written consent of Landlord.

4.1.3 Tenant acknowledges the following: (i) that it has reviewed all zoning ordinances, land use restrictions, and similar limitations affecting the Premises, as well as all agreements entered into under the same; (ii) that all such ordinances, restrictions, limitations and agreements constitute Legal Requirements with which Tenant shall comply according to the terms of this Lease; and (iii) that Tenant's failure or inability at any time to comply with such ordinances, restrictions, limitations and agreements shall not give rise to any right in Tenant to terminate this Lease. Furthermore, if any governmental license, certificate, approval, or permit, including without limitation, the Charter School Contract, shall be required for the proper and lawful conduct of the Permitted Use in the Premises or any part thereof pursuant to any Legal Requirement, Tenant, at its sole cost and expense, shall diligently and duly procure and thereafter maintain such licenses, certificates, approvals, permits and Charter School Contract during the Term hereof, and Tenant shall submit such licenses, certificates, approvals, permits and Charter School Contract (and all applications therefor) to Landlord for inspection promptly upon request. Landlord agrees to cooperate with Tenant, at no cost, expense or liability to Landlord, in connection with Tenant procuring all such licenses certificates, approvals, permits and Charter School Contract. Tenant shall at all times during the Term hereof comply with the terms and conditions of each such license, certificate, approval, permit and Charter School Contract. If Tenant fails, for any or no reason whatsoever, to obtain any or all licenses, certificates, approvals, permits or Charter School Contract necessary for the operation of Tenant's business at the Premises as required by this Lease, such failure shall not affect, reduce or diminish Tenant's obligations under this Lease.

4.1.4 Tenant shall not use or permit the use of the Premises or any part thereof in any way which would violate (i) the Certificate of Occupancy for the Premises or the Building, (ii) the Charter School Contract, (iii) the Governmental Approvals, or (iv) any Legal Requirements, and Tenant

shall not suffer or permit the Premises or any part thereof to be used in any manner or anything to be done therein or anything to be brought into or kept therein which would in any way impair the proper and efficient heating, cleaning or other servicing of the Building or the Demised Premises. Neither shall Tenant commit or suffer to be committed any waste at the Premises.

4.2 Hazardous Materials.

4.2.1 Tenant represents, warrants and covenants that during the Term it shall not use nor cause to be used nor store any Hazardous Materials within the Premises or dispose of any Hazardous Materials at or from the Premises. In addition, Tenant shall notify Landlord, within twenty-four (24) hours of obtaining knowledge thereof, of any release of Hazardous Materials on the Premises. Nothing herein, however, shall prohibit Tenant from (i) using cleaning fluid and supplies customarily used in school facilities, (ii) chemicals and other laboratory materials customarily used in science labs, (iii) medical office supplies, medical equipment, pharmaceuticals and first aid kits customarily stored and used in school nurse's offices, and (iv) arts and crafts materials customarily used in school facilities, any of which may constitute Hazardous Materials but which are customarily present in schools; *provided* that such use and storage in the Premises shall at all times be in strict compliance with Legal Requirements, and that all such Hazardous Materials shall be removed from the Premises on or before the expiration or sooner termination of the Lease. Upon request by Landlord, Tenant shall submit to Landlord annual reports regarding Tenant's use, storage, and disposal of any of the Hazardous Materials, such reports to include information regarding continued Hazardous Materials inspections, personal interviews, and federal, state and local agency listings. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's reasonable request concerning Tenant's best knowledge and belief regarding the presence or absence of Hazardous Materials on the Premises. Tenant shall keep the Premises free from mold, mildew, asbestos, lead based paint and any and all other bacteria, fungi, substances and materials in quantities or concentrations that have been found to be harmful to the health or safety of any occupants of the Premises (any of the same being a "**Dangerous Condition**"). If Tenant becomes aware of any Dangerous Condition coming into existence after the Commencement Date of the Term, Tenant shall immediately notify Landlord of such and shall initiate and thereafter diligently prosecute to completion all actions necessary pursuant to Legal Requirements to investigate, assess, respond to, remove, abate, contain, encapsulate, sample, clean up, monitor or remediate such Dangerous Condition. All of the foregoing work shall be performed at Tenant's sole cost and expense, in a first-class, workmanlike manner and in compliance with all Legal Requirements. Tenant shall provide Landlord advance notice of any activities to be undertaken by Tenant pursuant to this paragraph, and shall keep Landlord apprised of the progress and results of same.

4.2.2 Tenant shall, in accordance with all Legal Requirements and to Landlord's reasonable satisfaction remove any and all Hazardous Materials placed in the Premises by Tenant or by its agents, invitees, employees or its contractors, and Tenant shall be responsible for all costs including, but not limited to, those resulting from monitoring, clean-up or compliance in accordance with all Legal Requirements incurred with respect to any Hazardous Materials placed in the Premises during installation of Tenant's Removable Property and after the Commencement Date, and shall be responsible for all such costs incurred with respect to any Hazardous Materials placed in, on or under the Premises by Tenant or its agents, invitees, employees or contractors. Tenant shall indemnify and hold Landlord and each other Landlord Party harmless from and against any and all costs, claims, suits, causes of action, losses, injuries or damage, including without limitation, personal injury damage (including death) as well as damage to property as well as any and all sums paid for settlement of claims, reasonable attorney's fees, consultant and expert fees arising during the Term as a result of a breach of this ARTICLE IV or resulting from the presence or removal of Hazardous Materials from the Premises. The foregoing indemnities shall survive the expiration or earlier termination of this Lease.

ARTICLE V
Real Estate Taxes

5.1 Obligation to Pay Taxes.

5.1.1 For such portion of the Term that the Premises shall be occupied by Tenant and shall be exempt from taxation under Nev. Rev. Stat. § 361.096(1), Landlord shall pay all Taxes directly to the applicable taxing authority. In addition, Landlord shall pay all Taxes (if any) attributable to any period before the Rent Commencement Date and after the expiration or termination of the Lease.

5.1.2 Notwithstanding the foregoing, the Parties acknowledge that, as of the Effective Date, pursuant to Nev. Rev. Stat. § 361.096(1), the Premises will be eligible for exemption from Taxes based on the education exemption granted to public charter schools. Accordingly, the Base Rent hereunder has been reduced by an amount which is at least equal to the amount of tax that would have been imposed if the Premises were not exempt pursuant to Nev. Rev. Stat. § 361.096(1). If any current or future Legal Requirements shall cause the Premises, as occupied by the Tenant, to not be exempt from Taxes, Landlord and Tenant agree that they shall amend this Lease to provide for Tenant to pay Landlord (either as Base Rent or Additional Rent) any such amounts due as a result of such taxation. Tenant shall cooperate with Landlord's reasonable efforts to obtain and maintain, at Landlord's sole expense, such tax exemption under Nev. Rev. Stat. § 361.096(1). In doing so, Tenant shall use its reasonable efforts to assist Landlord in obtaining any and all exemptions from Taxes including, without limitation, by submitting information and executing such documents as may be reasonably requested by Landlord, and otherwise reasonably cooperating with Landlord in obtaining same. In addition, should there come due during the Term any other amount as a tax, excise, exaction, or imposition (whether as a result of a change in Legal Requirements or interpretation or otherwise, and whether or not in lieu of taxes), Tenant shall pay, prior to delinquency, all Taxes then owing as Additional Rent. In such instance, Landlord shall give notice to Tenant of all Taxes payable by Tenant hereunder of which Landlord at any time has knowledge within five (5) Business Days after receipt of notice thereof.

5.2 Taxes Defined. For purposes of this Lease, the term "**Taxes**" shall include both Real Estate Taxes and Personal Property Taxes.

5.2.1 The term "**Real Estate Taxes**" shall mean all real estate taxes and assessments, government levies, municipal taxes, county taxes and assessments (whether general or special, ordinary or extraordinary, unforeseen or foreseen), and gross receipts and rental taxes that are incurred in the use, occupancy, ownership, operation, leasing, or possession of the Premises and that are (or that may be) assessed, levied, or imposed, as well as any taxes or assessments or increases in the same as a result of a reassessment of the Premises (or any portion thereof), for any reason (including, without limitation, due to Landlord's acquisition and development of the Premises, and due to any other change in ownership of, or any alteration or modification to, the Premises or any portion thereof). Except as specifically provided under Section 3.2.2, Real Estate Taxes shall not include: (i) any municipal, state, or federal net income or excess profits taxes assessed against Landlord, or any municipal, state, or federal capital levy, estate, capital gain, succession, inheritance, or transfer taxes of Landlord, or corporation franchise taxes imposed upon Landlord or any owner of the fee of the Premises (except that any gross receipts tax and any rental tax shall be considered Real Estate Taxes); (ii) the portion of any correction of or supplement to any tax or assessment attributable solely to the period before the Commencement Date; (iii) penalties incurred as a result of Landlord's negligence, inability, or unwillingness to make Real Estate Tax payments or to file any tax or informational returns when due (unless such penalties result from Tenant's failure to make timely payment of Real Estate Taxes); (iv) water and sewer fees and utility charges required to be paid by Tenant pursuant to any other provisions of this Lease; or (v) any sums payable with respect to the Premises pursuant to the Special Improvement District Agreement (which

sums shall be paid in full by Tenant as Additional Rent pursuant to Section 3.2.1). In the event of a special assessment for any public or private improvement, the life of which extends beyond the Term, the assessment for such improvement, and Tenant's Tax Payment shall only include the amortized portion over the life of the improvement, and Tenant's Tax Payment shall only include the amortized portion of such assessment for each Lease Year during the Term. Tenant agrees to pay any Real Estate Taxes sufficiently in advance to achieve any available discounts or other savings.

5.2.2 The term "**Personal Property Taxes**" shall mean all taxes levied against Tenant's equipment, furniture, fixtures and any other personal property located in or about the Premises. Tenant shall be liable for and shall pay, at least five (5) Business Days before delinquency, all taxes levied against Tenant's equipment, furniture, fixtures and any other personal property located in or about the Premises. If any such taxes on Tenant's equipment, furniture, fixtures and any other personal property are levied against Landlord or Landlord's property, or if the assessed value of Landlord's property is increased by the inclusion therein of a value placed upon such equipment, furniture, fixtures or any other personal property of Tenant, and if Landlord pays the taxes based upon such increased assessment, which Landlord shall have the right to do regardless of the validity thereof (but under protest only if requested by Tenant), then Tenant shall, within twenty (20) Business Days after receiving notice thereof, repay to Landlord (as Additional Rent) the taxes so levied against Landlord or the proportion of such taxes resulting from such increase in the assessment, as the case may be.

5.3 Apportionment for Partial Year. Landlord and Tenant shall adjust pro rata the Taxes for and with respect to any portion of the Term which does not include an entire fiscal tax year.

5.4 Right to Contest. If, as a result of a change in Legal Requirements (including, without limitation, to Nev. Rev. Stat. § 361.096(1)) or interpretation or otherwise, Tenant shall become liable under this Lease for payment of any Taxes, then Tenant shall have the right, at Tenant's sole cost and expense, to contest the validity or amount of the assessed valuation or Taxes for any fiscal tax year, by appropriate proceedings in the name of Landlord or Tenant, or both, provided that the Premises are not by reason of such contest placed in jeopardy of any tax or similar foreclosure proceeding. Within a reasonable time after demand therefor, Landlord shall execute and deliver to Tenant any documents and other information reasonably required to enable Tenant to prosecute any such proceeding, and Landlord shall use commercially reasonable efforts to provide Tenant, in time to permit Tenant to undertake such contest, with all pertinent data required therefor. Any credit, refund or abatement of Taxes relating to any period subsequent to the Rent Commencement Date and before the expiration of earlier termination of this Lease shall belong to and be paid to Tenant.

ARTICLE VI
Landlord's Work; Delivery of Possession; Commencement Date; Tenant's Installations

6.1 Landlord's Work. If Landlord shall acquire title to the Land, Landlord shall, at Landlord's sole expense, acquire title to the Premises and commence and exercise all reasonable efforts to cause to be completed the improvements described in the Development Summary annexed hereto as Exhibit 6.1-1 and shown in the schematic plans identified on Exhibit 6.1-2 annexed hereto (collectively, the "**Plans and Specifications**"). The acquisition of the Premises and the construction and completion of the improvements described in the Plans and Specifications are referred to herein as "**Landlord's Work**".

6.2 Construction of the Landlord's Work. Landlord's Work shall be constructed (i) in a good and workmanlike manner substantially in accordance with the Plans and Specifications, and (ii) in compliance with all Legal Requirements and Insurance Requirements. Furthermore, Landlord's Work

shall include making available at the Premises such utility services (including, without limitation, water, sewer, electricity, natural gas and telephone service) as are required by Tenant. Landlord shall use commercially reasonable efforts to achieve Substantial Completion of Landlord's Work on or before August 14, 2017 (the "**Target Commencement Date**"). If, for any reason other than Tenant Delay or Unavoidable Delay, Landlord cannot deliver possession of the Premises to Tenant and achieve Substantial Completion on or before the Target Commencement Date, then (i) Landlord shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or the obligations of Tenant hereunder or extend the Term, but in such case, Tenant shall not be obligated to pay Rent or perform any other obligation of Tenant under the terms of this Lease, except as may be otherwise provided in this Lease, until the Rent Commencement Date, and (ii) Landlord shall cooperate in good faith with Tenant to provide temporary premises (which may be in the form of modular classrooms), reasonably comparable in capacity and location to the Premises, to accommodate operation of the Charter School until Substantial Completion of Landlord's Work at the Premises. Furthermore, if such temporary premises shall be occupied by Tenant before Tenant occupies the Premises, Landlord shall reimburse Tenant for all reasonable and actual out-of-pocket costs and expenses paid by Tenant to relocate the Charter School from such temporary premises to the Premises upon Substantial Completion.

6.3 Substantial Completion of Landlord's Work. "**Substantial Completion"** of Landlord's Work shall be deemed to have occurred and Landlord's Work shall be deemed "**Substantially Complete**" when (i) all governmental inspections required for the Landlord's Work have been successfully completed and temporary or permanent Certificates of Occupancy (or its equivalent) and other municipal permits or approvals for Premises have been obtained, in each case if and to the extent required for Tenant to occupy and use the Premises for the Permitted Use, and (ii) Landlord's Work is completed in all material respects in accordance with the Plans and Specifications (except for any Punchlist Items) so that Tenant can commence beneficial use and occupancy of the Premises as intended. Landlord shall exercise commercially reasonable efforts to complete the Punchlist Items as soon as conditions reasonably permit, and Tenant shall afford Landlord access to the Premises for such purposes; provided, however, without Tenant's permission, Landlord shall not perform any construction during any time that school is in session and students are on the Premises. Within ten (10) Business Days after Substantial Completion, Landlord and Tenant shall conduct a walkthrough of the Premises and jointly prepare a list of Punchlist Items. Without limitation of the foregoing, if any of Landlord's Work is delayed in order to accommodate the installation of furniture and equipment by Tenant including, without limitation, Tenant's Removable Property or by any other Tenant Delay, then Landlord's Work shall be deemed Substantially Complete on the date on which it would have occurred but for such accommodation or other Tenant Delay. Tenant shall give Landlord notice, not later than two (2) calendar months after the Commencement Date of any respects in which Landlord has not completed the Punchlist Items in accordance with the terms of this Lease. Except as identified in any such notice from Tenant to Landlord, Tenant shall have no right to make any claim that Landlord has failed to complete the Punchlist Items in accordance with the terms of this Lease or to require Landlord to perform any further work.

6.4 Budget. Landlord and Tenant have approved a budget for the Development Costs, including a contingency of 10% of all such Development Costs (the "**Budget**"), a copy of which is attached hereto as Exhibit 6.4. The aggregate amount of the Budget is currently $11,806,970.

6.4.1 In no event may Landlord be required to incur costs associated or in connection with the Landlord's Work which will cause the Development Costs to exceed the Budget. If at any point it becomes apparent that any Landlord's Work will cause the Development Costs to exceed the Budget, Landlord shall so notify Tenant in writing, and thereafter Landlord and Tenant shall meet, consult, and negotiate with each other in good faith about either (i) revising the scope of all Landlord's

Work so that the Development Costs will not exceed the Budget, and in so doing shall attempt to reach a just and equitable solution satisfactory to both Parties, or (ii) increasing the Budget. If, however, the Parties do not reach such resolution within a period of ten (10) Business Days after Landlord delivers such notice of actual Development Costs then, (i) upon written notice to arbitrate by either Party delivered to the other within five (5) Business Days after the end of the ten (10) Business-Day negotiating period, all such disagreements and disputes shall be finally settled according to the dispute resolution provisions set forth in Section 6.11, or (ii) if neither Party timely delivers the requisite notice to arbitrate within such five (5) Business Days, then Landlord's notice to Tenant of adjusted Development Costs shall be conclusive, and the Budget shall reflect such adjusted Development Costs. If the Parties agree to revise the scope of Landlord's Work, the Parties shall then enter into a written modification to this Lease, as provided under Section 29.4, to replace the Development Summary attached as Exhibit 6.1-1 with a revised Development Summary, and to replace the schematic plans attached as Exhibit 6.1-2 with an updated schematic plan reflecting the revised scope.

6.4.2 If the Budget shall be increased automatically or by agreement of the Parties as provided in Section 6.4.1,, or if an arbitration conducted pursuant to Section 6.4.1 results in a determination that the Budget will be increased, then the Parties shall immediately enter into a written modification to this Lease, as provided under Section 29.4. The pertinent modification shall: (i) replace the Budget attached to this Lease as Exhibit 6.4 with a duly modified Budget; (ii) replace Exhibit 3.1 with a duly modified schedule of Base Rent, which schedule shall be determined by increasing the Base Rent then set forth on Exhibit 3.1 by such amounts as may be reasonably required, as determined by Landlord in good faith, to ensure that Landlord shall, using the modified Budget, receive the same rate of return on its capital investment in Landlord's Work as was contemplated by the schedule of Base Rent attached to this Lease as of the Effective Date; and (iii) modify Section 2.4.4 to adjust the schedule of governing Option Purchase Price, which schedule shall be determined by increasing each Option Purchase Price then set forth in Section 2.4.4 by such amounts as may be reasonably required, as determined by Landlord in good faith, to ensure that Landlord shall, using the modified Budget, receive the same rate of return on its capital investment in Landlord's Work as was contemplated by the schedule of governing Option Purchase Price provided under Section 2.4.4 as of the Effective Date.

6.5 Tenant Delay. If the Substantial Completion of Landlord's Work shall be delayed as the result of (i) any request by Tenant that Landlord delay the commencement or completion of Landlord's Work for any reason; (ii) any change in any of the Plans and Specifications requested by Tenant; (iii) any change in scope pursuant to Section 6.4 above; (iv) any interference by Tenant (including, without limitation, any delay associated with Tenant's early access pursuant to the Premises pursuant to Section 6.8 or otherwise) with Landlord's Work; (v) any other act or omission of Tenant or its officers, agents, employees or contractors; (vi) any reasonably necessary displacement of any of Landlord's Work from its place in Landlord's construction schedule resulting from any of the causes for delay referred to in this Section 6.5 and the fitting of such Landlord's Work back into such schedule; or (vii) any delay resulting from any arbitration pursuant to Section 6.4 (each a "**Tenant Delay**"); then the Substantial Completion of Landlord's Work, as determined pursuant to Section 6.3, shall be deemed to have occurred on the date it would have otherwise occurred absent the Tenant Delay. If a delay in Substantial Completion of Landlord's Work under Section 6.3 shall occur as a result of an Unavoidable Delay, and such Unavoidable Delays would not have occurred but for a Tenant Delay, such Unavoidable Delay shall also constitute Tenant Delay.

6.6 As-Built Documents. Landlord shall (or shall cause Landlord's contractor or other agent to) maintain a record of the drawings, specifications, addenda, change orders, change directives and other modifications, and marked currently to record field changes and selections made during construction.

6.7 Possession of Premises. Tenant shall not be liable to Landlord for the payment of Base Rent or Additional Rent or the payment of any other obligation to be paid by Tenant under this Lease until the Rent Commencement Date. The entry by Tenant for the purpose of inspection or installation of Tenant's Removable Property shall not be considered occupancy for purposes of this Lease and shall not trigger Tenant's obligation to pay Rent under this Lease.

6.8 Tenant's Installations. Before the Commencement Date, Landlord shall reasonably cooperate with Tenant, at no cost to Landlord, to facilitate Tenant's installation of any articles of personal property, supplies, business and trade fixtures, machinery, workstations, equipment, furniture and other property or equipment owned or leased by Tenant that Tenant may wish to install or place in the Premises (whether affixed or unaffixed to the Premises) for the Permitted Use (altogether, "**Tenant's Removable Property**"); provided that the following shall be conditions of Tenant's right to enter the Premises as provided herein before the Commencement Date to install Tenant's Removable Property: (i) that such entry shall not interfere with construction of any Landlord's Work; and (ii) that any such entry shall be subject to such rules and regulations as Landlord may reasonably promulgate and Tenant shall fully cooperate with Landlord. Tenant's Removable Property shall remain the property of Tenant, and may be removed by Tenant at any time before the Expiration Date, provided that Tenant shall repair, or pay the cost of repairing, any damage to the Premises resulting from such removal. Tenant's removal of the Tenant's Removable Property on the Expiration Date shall be completed according to the provisions of ARTICLE X.

6.9 Tenant's Insurance for Tenant's Removable Property. Tenant shall secure and maintain, at its own expense, the following insurance coverage in full force and effect with respect to the Premises at all times during the design, construction and installation of Tenant's Removable Property and shall require any and all contractor(s) and all subcontractors to maintain the same at all times during the design, construction and installation of Tenant's Removable Property and Alterations:

6.9.1 Property insurance written on an "all risk" builders risk or equivalent policy form for the full replacement cost of Tenant's Removable Property and Alterations and with deductibles not in excess of commercially reasonable amounts.

6.9.2 Commercial General Liability insurance on an occurrence basis with a combined limit for bodily injury, personal injury and property damage and products and completed operations of at least $1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies. Limits shall apply on a per project basis. The policy shall include the Landlord and, if requested by Landlord, Landlord's lender as additional insureds.

6.9.3 Worker's Compensation insurance to the extent required, and in the amounts required by applicable Legal Requirements covering Tenant and its employees, as well as employer's liability insurance in the amount of $1,000,000 per accident, $1,000,000 per illness (per employee), and $1,000,000 per illness (aggregate). If borrowed employees are used (including employees from a temporary employment agency) to perform services, the insured shall require the primary employer to provide an alternate employer endorsement showing the insured in the schedule as the alternate employer. The Worker's Compensation policies shall contain a waiver of subrogation provision requiring the insurance carriers to waive all rights against Landlord, all other Landlord Parties, and any lender.

6.9.4 Commercial Automobile Liability insurance on all owned, hired or non-owned vehicles used in connection with Tenant and/or its contractors or subcontractors' operations in the amount of $1,000,000 combined single limit for bodily injury and property damage. The coverages must extend to employees, agents, and volunteers of Tenant and/or its contractors and subcontractors who use personal vehicles within the course and scope of their employment or service.

Landlord shall be named as additional insured of such coverages, which shall be placed with insurers reasonably satisfactory to Landlord. With respect to the Alterations, Tenant shall furnish Landlord with reasonably satisfactory evidence that such insurance is in effect at or before the commencement of Alterations and, on request, at reasonable intervals thereafter during the continuance of Alterations.

6.10 Tenant's Indemnity for Tenant's Installations. Tenant shall indemnify and hold harmless Landlord and all other Landlord Parties from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, arising out of or resulting from the installation of Tenant's Removable Property, to the extent caused by any act or omission of Tenant or Tenant's contractor(s), any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, and which involves bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom. In any and all claims against Landlord or any other Landlord Party, by any Tenant Party, the indemnification obligation under this Section 6.10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Tenant or such Tenant Party under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.11 Dispute Resolution. If the Parties shall disagree with respect to any matter covered in this ARTICLE VI, and the Parties are unable to reach agreement thereon within five (5) Business Days, such dispute may be submitted by either Party to arbitration for expedited proceedings under the Fast Track Procedures provisions (currently, Rules F-1 through F-13) of the Arbitration Rules of the Construction Industry of the American Arbitration Association (the "**AAA**"), with both Parties agreeing to waive the $75,000 qualification in such rules. In any case where the Parties utilize such expedited arbitration: (i) the Parties may not object if the arbitrator so appointed was on the list submitted by the AAA and was not objected to in accordance with Rule F-4 (except that any objection shall be made within five (5) Business Days from transmission of the list), (ii) the Notice of Hearing shall be given at least ten (10) Business Days in advance of the hearing, (iii) the first hearing shall be held within ten (10) Business Days after the appointment of the arbitrator, and (iv) each Party in such arbitration shall pay its own attorneys' fees and other costs of such arbitration and the losing Party shall pay the costs charged by the AAA and/or the arbitrator. Judgment upon any award rendered in any arbitration held pursuant to this Section 6.11 may be entered in any court having jurisdiction, and in connection therewith, the arbitrators shall be bound by the provisions of this Lease, and shall not add to, subtract from or otherwise modify such provisions. Prior written notice of application by either Party for arbitration shall be given to the other at least ten (10) Business Days before filing of any demand for arbitration hereunder. Any award of an arbitrator rendered hereunder shall be subject to confirmation and entry of judgment thereon in any court of competent jurisdiction sitting in Clark County, Nevada, and the Parties hereby consent to the jurisdiction and venue of such court. The costs and administration expenses of each arbitration hereunder and their apportionment between the Parties shall be borne equally by the Parties (except as provided above in this Section regarding costs to be paid by the losing Party), and each Party shall be responsible for its own attorneys' fees and expert witness fees. In connection with the foregoing, it is expressly understood and agreed that the Parties shall continue to perform their respective obligations under this Lease during the pendency of any such arbitration proceeding hereunder (with any adjustments or reallocations to be made on account of such continued performance as determined by the arbitrator in his or her award).

ARTICLE VII
Compliance with Legal Requirements; Reporting Requirements and Covenants

7.1 Landlord's Compliance with Legal Requirements; Reporting Requirements and Covenants. As of the Commencement Date, Landlord shall deliver the Premises to Tenant with the Premises and Landlord's Work (to the extent then completed) in compliance in all material respects with applicable Legal Requirements.

7.2 Notices. Each Party shall give prompt notice to the other Party of any notice it receives of the violation of any Legal Requirement with respect to the Premises or the use or occupation thereof.

7.3 Tenant's Compliance with Legal Requirements. Tenant shall throughout the Term, at Tenant's sole cost and expense, promptly comply or cause compliance with or remove or cure any violation of any and all Legal Requirements, doing so as if Tenant were fee titleholder to the Premises. Tenant's obligation to so comply, cause compliance with, and remove or cure any violation of Legal Requirements shall be observed whether or not such compliance requires work which is structural or non-structural, ordinary or extraordinary, foreseen or unforeseen, unless such requirement of compliance arises out of or relates to any action or omission by Landlord, or by its agents, employees, or contractors, or to Landlord's breach of its obligations hereunder. Without limiting the generality of the foregoing, it is specifically agreed that Tenant shall comply with all Legal Requirements and Insurance Requirements that require the installation, modification, addition, change, alteration, repair, replacement or maintenance of any fire-rated partition, gas, smoke, or fire or smoke detectors or heat sensors or alarm or any sprinkler, fire extinguishers or other system to extinguish fires. However, Tenant need not comply with any such Legal Requirements so long as Tenant shall be contesting the validity thereof, or the applicability thereof to the Premises, in accordance with Section 7.4.

7.4 Contest of Legal Requirement. After the Rent Commencement Date, Tenant, at its expense, after notice to Landlord, may (but shall not be required to) contest, by appropriate proceedings prosecuted diligently and in good faith, the validity, or applicability to the Premises, of any Legal Requirement as to which Tenant must comply or cause compliance; *provided* that (i) Landlord shall not be subject to criminal penalty or to prosecution for a crime, or any other fine or charge, nor shall the Premises or the Building, or any part thereof, be subject to being condemned or vacated, nor shall the Building or Premises, or any part thereof, be subjected to any lien or encumbrance, by reason of non-compliance or otherwise by reason of such contest; (ii) before the commencement of such contest, Tenant shall furnish to Landlord security in amount, form and substance satisfactory to Landlord and shall indemnify Landlord against the cost thereof and against all liability for damages, interest, penalties and expenses (including reasonable attorneys' fees and expenses), resulting from or incurred in connection with such contest or non-compliance; (iii) such noncompliance or contest shall not prevent Landlord from obtaining any permits, certificates of occupancy, licenses, amendments or renewals thereof in connection with the operation of or Alterations to the Building; and (iv) Tenant shall keep Landlord advised as to the status of such proceedings.

7.5 Reporting Requirements; Financial Covenants.

7.5.1 Tenant shall during the Term deliver the following documents to Landlord at the times specified therein:

(a) Not later than the Rent Commencement Date, (i) a fully signed and duly authorized copy of the Charter School Contract, (ii) a fully signed and duly authorized copy of a written amendment to the Charter School Contract that shall, as specifically contemplated under Section 1.6.1 and Section 12.7.1.2 of the Charter School Contract, expressly authorize the Charter School to provide

educational or operational services (including delivery of instruction) at the Premises, (iii) a duly executed copy of the Escrow Agreement (together with duly executed and delivered copies of the attachments thereto) set forth on Exhibit 3.3.1 attached to and made a part of this Lease, and (iv) a duly executed copy of an amendment (as prepared by Landlord) to the Intercreditor Agreement entered into by Tenant and dated as of October 15, 2015, which amendment shall add Landlord as a party to such Intercreditor Agreement and shall make this Lease (as the "West Pebble Lease") and the Premises (as the "West Pebble Campus") subject to the terms, covenants, and conditions of the same;

(b) A signed copy of any subsequent modification or amendment to the Charter School Contract within ten (10) Business Days after the such modification or amendment is executed by the Authorizer and Tenant;

(c) Copies of any material notices received from the Authorizer and concerning, or issued in connection with, the Charter School Contract within ten (10) Business Days after receipt by Tenant;

(d) Copies, not less than three (3) Business Days in advance of the scheduled meeting, of any notice(s) of any meeting(s) that shall be conducted by Tenant, in any part, as an open meeting under governing Legal Requirements;

(e) Copies of all enrollment reports that Tenant may submit to the Authorizer or the Department in connection with payment(s) by the Nevada Department of Education (the "**Department**") to the Tenant pursuant to the provisions of Nev. Rev. Stat. chapters 386 and 387, or to any similar or successor Legal Requirements, simultaneously with submission thereof to the Authorizer or the Department;

(f) Copies of all audited financial statements, audit reports (including financial, enrollment, participation, eligibility, and other audits of all kinds), and auditor management letters that Tenant must submit to the Authorizer under the Charter School Contract, simultaneously with submission thereof to the Authorizer; and

(g) Copies of all school calendars that Tenant must submit to the Authorizer under the Charter School Contract, simultaneously with submission thereof to the Authorizer.

In addition, Tenant shall promptly provide Landlord with copies of such unaudited financial statements and unaudited enrollment, participation, eligibility, and other reports as Landlord may from time to time request.

7.5.2 During the Term, Tenant:

(a) Shall comply, and cause each of its agents, employees, invitees and contractors to comply, in all material respects, with all terms and provisions of the Charter School Contract;

(b) Shall not, without Landlord's prior written consent (which may be granted or withheld in Landlord's sole discretion), voluntarily agree either (i) to any termination of the Charter School Contract or (ii) to any amendment to the Charter School Contract that may have any material effect on Landlord's interests under this Lease (including, without limitation, under the Option Agreement) or any similar or related agreement. Tenant shall deliver to Landlord a copy of any proposed termination or amendment simultaneously with delivery of the same from or to the Authorizer, shall (at the request of Landlord) promptly meet with Landlord to discuss any reasonable concerns raised by Landlord with respect to such proposed termination or amendment, and shall endeavor in good faith to address all such concerns; and

(c) Shall at all times keep the Charter School Contract and all of Tenant's obligations thereunder current and fully performed, and accordingly shall not do, or permit or suffer to

be done, any act or omission by Tenant, its agents, employees, contractors or invitees which is prohibited by the Charter School Contract, or which would constitute a violation or default thereunder, or result in a forfeiture, termination or non-renewal of the Charter School Contract or result in Tenant or the Charter School Contract being placed on academic probation by the Authorizer or other charter school governing authority.

7.5.3 Tenant shall be in default of this Lease if any of the following occurs:

(a) More than 25% of Tenant's total operating budget is expended on Rent and Additional Rent due under this Lease; or

(b) Tenant's total student enrollment at the Charter School is less than eighty percent (80%) of the scheduled enrollments set forth below for the applicable Lease Years:

(i)	Lease Year 1:	540 students;
(ii)	Lease Year 2:	675 students;
(iii)	Lease Year 3:	840 students;
(iv)	Lease Year 4:	900 students; and
(v)	Lease Year 5 and thereafter:	960 students.

7.6 Charter School Services and Support Agreement. Tenant and Manager have entered into a Charter School Services and Support Agreement dated January 28, 2014 for a term expiring July 31, 2016 (the "**Management Agreement**"), a duly authorized and fully executed copy of which Management Agreement has been delivered to Landlord as of the Effective Date. Tenant shall not terminate the Management Agreement in advance of such expiration without first having entered into a replacement Management Agreement, on substantially similar terms, with another third party provider of charter school management and support services approved by Landlord, which approval shall not be unreasonably withheld or delayed. Further, Tenant shall, throughout the Term, maintain in full force and effect a third-party management and support agreement with the Manager (or with another third-party provider of charter school management and support services reasonably acceptable to Landlord) that shall be in form and content substantially similar to the Management Agreement.

ARTICLE VIII
Indemnity and Insurance

8.1 Indemnification. Except to the extent resulting from any Landlord Party's gross negligence or willful misconduct in connection with Landlord's performing its obligations under this Lease, or from Landlord's performance of Landlord's Work in a manner that does not conform to the requirements of this Lease, Tenant shall (subject to the applicable limitations arising under Nev. Rev. Stat. § 41.035) indemnify, defend, save, and hold harmless all Landlord Parties from and against any and all demands, costs, claims, causes of action, suits, fines, penalties, injuries, damages (including without limitation, personal injury damage (including death), damage to property, and any and all sums paid for settlement of claims), losses, liabilities (including, but not limited to, strict liability), judgments, and expenses (including, without limitation, reasonable attorneys' fees and expenses, filing and other court costs, consultant fees, and expert fees) incurred in connection with or arising from any of the following: (i) the use, condition, operation or occupancy of the Premises; (ii) any activity, work, or thing done, or permitted or suffered by or through Tenant, in or about the Premises (in which instances the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of insurance, damages, compensation, or benefits payable by or for any Tenant Party under workers' compensation acts, disability benefit acts, or other employee benefit acts); (iii) any acts,

omissions, or negligence of any Tenant Party; (iv) any claim of any students, staff, employees, or other invitees of any Tenant Party, including claims alleging breach or violation of such person's civil or legal rights; (v) any breach, violation, or nonperformance by any Tenant Party, of any term, covenant, or provision of this Lease or any Legal Requirement (expressly including, without limitation, any breach of ARTICLE IV of this Lease, and any breach resulting from the presence or removal of any Dangerous Condition or Hazardous Materials from the Premises); (vi) any harm to the person, property, or business of any Tenant Party or of any other person entering upon the Premises, including (without limitation) any claims of third parties due to theft, burglary, or other criminal activity, or for damages or injuries to persons or property resulting from unauthorized persons gaining access to the Premises; (vii) any contest by Tenant of Real Estate Taxes under Section 5.4; (viii) any contest by Tenant of Legal Requirements under Section 7.4; (ix) any contest by Tenant of any notice of violation(s) under Section 9.4; (x) any Alterations, additions, or improvements by or on behalf of Tenant to the Premises under ARTICLE IX; (xi) any claims that may be made against Landlord by a proposed assignee or subtenant, or by any brokers or other persons claiming a commission or similar compensation in connection with any proposed assignment or subletting; and (xii) any holding over by Tenant at the end of the Term. The foregoing indemnities shall survive the Expiration Date. If any action or proceeding is brought against any Landlord Party by reason of any such indemnified claim as set forth above, Tenant, upon notice from Landlord, will defend the claim at Tenant's sole cost with counsel reasonably satisfactory to Landlord. If Landlord reasonably determines that the interests of any Landlord Party and the interests of Tenant in any such action or proceeding are not substantially the same and that Tenant's counsel cannot adequately represent the interests of any Landlord Party with respect to such indemnified claim as set forth above, Landlord shall have the right to hire separate counsel in any such action or proceeding and the costs and expenses thereof, including all attorneys' fees and expenses, shall be paid for by Tenant. Landlord shall indemnify, defend, and hold harmless Tenant from and against all losses, claims, expenses (including attorneys' fees), liabilities, lawsuits, injuries, and damages of whatever nature occurring at the Premises as a direct result of any Landlord Party's gross negligence or willful misconduct in connection with Landlord's performing its obligations under this Lease. The foregoing indemnities shall survive the Expiration Date.

8.2 Tenant's Insurance.

8.2.1 Tenant covenants and agrees that from and after the Commencement Date and during the Term and thereafter so long as Tenant is in occupancy of any part of the Premises or such longer period as specified herein, Tenant shall carry and maintain, at its sole cost and expense, the following types of insurance, naming Landlord and Landlord's lender as additional insured or loss payee, as applicable, in the amounts specified and in the forms hereinafter provided with insurance companies authorized to do business in the State of Nevada and rated A:IX or better in the most current edition of Best's Insurance Report or a Standard and Poor's rating of "AA" (or the then equivalent of such rating):

(a) Commercial General Liability and Umbrella Liability Insurance. Tenant shall obtain and maintain Commercial General Liability and Umbrella Liability insurance on the broadest forms available for similar risks, written on an "occurrence policy form," against all claims for bodily injury, disease or death, property damage, personal injury, premises operations, products and completed operations, consultants and independent contractors and contractual liability in an amount of not less than $5,000,000 arising out of any one occurrence and $5,000,000 in the annual aggregate, per location. Such insurance may be provided under a primary and an umbrella policy or policies. If liability coverage for the Premises is included under any blanket policy written on an aggregate form, then the annual aggregate limit of insurance applying solely to the Premises must not be less than $5,000,000. The policy must include coverage for molestation and sexual abuse (unless provided under the

professional liability policy required in this Section) and coverage for sports and athletic participation if applicable. The policy must include as insureds the Tenant's employees, volunteers and directors. The policy shall be endorsed to include Landlord, its managers, members, directors, officers, employees, agents, affiliates, successors and assigns and any lender as additional insureds on a primary and non-contributory basis. Tenant shall maintain the commercial general liability coverage as specified herein for a minimum of one year after termination of this Lease.

(b) Worker's Compensation / Employer's Liability. Tenant shall obtain and maintain Worker's Compensation insurance to the extent required, and in the amounts required by applicable Legal Requirements covering Tenant and its employees and employer's liability insurance in the amount of $1,000,000 per accident, $1,000,000 per illness (per employee) and $1,000,000 per illness (aggregate). If Tenant uses borrowed employees (including employees from a temporary employment agency) to perform services, it shall require the primary employer to provide an alternate employer endorsement showing Tenant in the schedule as the alternate employer. The Worker's Compensation policies shall contain a waiver of subrogation provision requiring the insurance carriers to waive all rights against Landlord and all other Landlord Parties and any lender to Landlord.

(c) Commercial Automobile Liability Insurance. Tenant shall obtain and maintain Commercial Automobile Liability insurance on all owned, hired or non-owned vehicles used in connection with Tenant's operations in the amount of $1,000,000 combined single limit for bodily injury and property damage. The coverages must extend to employees, agents, and volunteers of Tenant who utilize personal vehicles within the course and scope of their employment or service.

(d) Educators Liability Insurance. Tenant shall obtain and maintain Educators Liability insurance (errors and omissions) with limits of insurance no less than $1,000,000 per claim and $2,000,000 in the aggregate. Coverage shall include employment practices, student liability, corporal punishment and sexual misconduct. This policy must also provide coverage for third party liability losses, including losses that arise out of local, state, or federal anti-discrimination laws, except that Tenant may instead elect to provide coverage for losses that arise out of local, state, or federal anti-discrimination laws through a separate employment practices liability insurance (EPLI) policy that has limits of not less than $1,000,000 per claim, $2,000,000 in the aggregate. Tenant shall maintain the insurance required in this subsection for a minimum of three years after termination of this Lease.

(e) Crime / Employee Theft. Tenant shall obtain and keep in force a Crime / Employee Theft insurance policy covering its employees, volunteers and the acts of any third party vendor or contractor that otherwise might have the opportunity to misappropriate Tenant's property or funds, with limits of not less than $500,000 per occurrence.

(f) Personal Property Insurance. Tenant shall obtain and maintain insurance coverage on all of Tenant's Removable Property. Such insurance shall be full replacement cost coverage with a deductible not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Tenant for the repair or replacement of Tenant's Removable Property. Tenant shall provide Landlord with written evidence that such insurance is in force no later than three (3) Business Days before the Commencement Date.

(g) Other. In addition, Tenant shall obtain and maintain the following coverages:

(i) Student Accident Insurance in an amount of not less than $10,000 per occurrence;

(ii) Directors' and Officers' Insurance in an amount of not less than $1,000,000 per occurrence; and

(iii) Any other commercially reasonable insurance types or amounts that Landlord or any lender requires.

8.2.2 Blanket Policies. Tenant may maintain any of its required insurance coverages under blanket policies of insurance covering said Premises and other premises of Tenant, or companies affiliated with Tenant, provided that any such policy shall in all other respects comply with the requirements of this Lease.

8.2.3 Tenant's Policies and/or Certificates of Insurance. Each policy shall not have more than a $25,000 deductible or retention for any occurrence, except for mandatory deductibles or retentions where required under local regulations, or when required by insurers for specific catastrophic perils. Tenant shall obtain, before the expiration date of each such policy, original policies (or renewals or extensions of the insurance afforded thereby), certified duplicates thereof or certificates thereof (together with copies of endorsements for each additional insured) acceptable to Landlord. The above mentioned policies, and proof of payment of all premiums therefor, are to be provided to Landlord at least five (5) Business Days before the Commencement Date and at least annually thereafter or as requested by Landlord. Each such policy shall provide that Landlord be given written notice at least five (5) Business Days before the expiration, material alteration, cancellation or non-renewal of any policies, and that any loss otherwise payable to them thereunder shall be paid notwithstanding any act or negligence on their part or that of the Tenant which might, absent such provision, result in a forfeiture of all or part of such insurance payment. If Tenant fails to furnish said notice or policies as provided in this Lease, and at the times herein provided, Landlord may obtain such insurance and the premiums on such insurance shall be deemed to be Additional Rent to be paid to Landlord upon demand. Tenant shall be responsible for the cost of any and all premiums on all such insurance to be carried by the Tenant. Final insurance policies shall be sent to the attention of: Turner-Agassi Charter School Facilities Fund, L.P. c/o Turner-Agassi Realty Advisors LLC, 3000 Olympic Blvd., Suite 2120, Santa Monica, CA 90404, Attn: Bari Cooper Sherman, Esq., Email: bsherman@turnerimpact.com.

8.3 Landlord's Insurance.

8.3.1 Landlord shall obtain and maintain, at Tenant's expense (including, without limitation, deductibles not to exceed $50,000) all of the following:

(a) Property Insurance. Landlord shall maintain insurance on an "All Risk" basis and for such other insurable hazards as, under good insurance practices, are insured against for other property and buildings similar to the Premises in nature, use, location, height, and type of construction. Such policy shall include all standard perils including wind. The amount of such insurance shall be not less than one hundred percent (100%) of the replacement cost without depreciation of the Premises. Such insurance policy shall contain an agreed amount endorsement and not subject to any form of coinsurance. Such insurance shall cover mechanical breakdown and testing, increased cost of Legal Requirements, insurance, costs of demolition and increased cost of construction as well as rent loss and business interruption coverage, including, business income and extra expense, for an extended period of indemnity of at least twelve (12) months. During the period of any construction, repair, renovation, restoration or replacement of the improvements or the Premises, Landlord shall obtain and maintain, at Tenant's expense (including, without limitation, deductibles), a completed value "All Risk" Builder's Risk Insurance policy for the full replacement cost of the Premises (including upgrades and any leasehold improvements but excluding Tenant's Removable Property and Alterations made by Tenant). The policy is to be written on a non-reporting basis, and in an amount not less than the total value of the Premises (less the value of such uninsurable items as land, site preparation, grading, paving, and parking lots). Such policy shall not contain a permission to occupy limitation. The policy shall contain an agreed amount endorsement and not subject to any form of coinsurance. Such policy shall not have

exclusions for sidewalks, retaining walls or underground property. The policy must not contain any "Protective Safeguard" endorsements limiting coverage. Coverage shall be provided for against the standard perils. Such policy shall include coverage for mechanical breakdown and testing, collapse, expediting expenses, demolition and increased cost of construction (for renovation and/or additions to existing structures), water damage, and permission for partial occupancy.

(b) Pollution and Environmental Impairment Liability Insurance. Landlord shall maintain Pollution and Environmental Liability Insurance, insuring Landlord (with both "first-party" and "third-party" coverages) against pollution-related liabilities arising with respect to the Premises, including (without limitation) bodily injury, property damage, remediation expenses (including investigation, monitoring, removal, and disposal), and defense costs (including costs of adjustment and costs incurred in defending a claim) related to the same.

(c) Commercial General Liability and Umbrella Liability Insurance. Landlord shall maintain Commercial General Liability and Umbrella Liability Insurance on the broadest forms available for similar risks, written on an "occurrence policy form," and insuring against all claims for bodily injury, disease or death, property damage, personal injury, premises operations, products and completed operations, consultants and independent contractors and contractual liability, and including (without limitation) coverage for molestation and sexual abuse and coverage for sports and athletic participation if applicable. Landlord currently carries liability limits of $35,000,000 per occurrence and in the aggregate. Landlord shall have no obligation to carry a specific limit, but rather may amend its limits from time to time in its sole discretion.

8.3.2 Tenant shall pay to Landlord, as Additional Rent, an amount equal to the premiums for the insurance coverages which Landlord maintains pursuant to this ARTICLE VIII attributable to each calendar year during the Term (the "**Premiums**"), such amount to be apportioned for any portion of a calendar year in which the Commencement Date falls or the Term expires. Upon a casualty, Tenant shall immediately pay to Landlord the applicable deductible under the insurance which Landlord is to or may obtain pursuant to this ARTICLE VIII.

8.3.3 Estimated payments by Tenant on account of the Premiums shall be made on the first Business Day of each and every calendar month during the Term, in the fashion herein provided for the payment of Base Rent. The monthly amount so to be paid to Landlord shall be sufficient to provide Landlord by the time Premiums are due with a sum equal to Tenant's required payment, as reasonably estimated by Landlord from time to time, on account of the Premiums for the then current calendar year. Promptly after receipt by Landlord of bills for such Premiums, Landlord shall advise Tenant of the amount thereof and the computation of Tenant's total payment due on account thereof. If estimated payments theretofore made by Tenant for the calendar year covered by such bills exceed the required payment on account thereof for such calendar year, Landlord shall credit the amount of overpayment against subsequent obligations of Tenant on account of the Premiums (or promptly refund such overpayment if the Term has ended and Tenant has no further obligation to Landlord); but if the required payments on account thereof for such calendar year are greater than estimated payments theretofore made on account thereof for such calendar year, Tenant shall pay the difference to Landlord within twenty (20) Business Days after being so advised by Landlord, and the obligation to make such payment for any period within the Term shall survive expiration of the Term.

8.3.4 Landlord shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Premises as required by this Lease.

8.4 Waiver of Subrogation. Notwithstanding anything to the contrary contained elsewhere in this Lease, neither Landlord nor Tenant shall be liable to the other Party or to any insurance company

insuring the other Party by way of subrogated rights or otherwise, for any loss or damage caused by fire or any other hazard or peril covered by fire or extended coverage or all risk insurance or required to be covered by the insurance coverages under this Lease, or any resulting loss of income, even though such loss or damage may have been occasioned by the negligence of such Party, its agents or employees.

8.5 Tenant's Risk; Landlord Not Responsible for Acts of Others. Tenant agrees to use and occupy the Premises at Tenant's own risk. Landlord shall not be liable to Tenant or any other Tenant Party for any damage, injury, loss, compensation, or claim (including, but not limited to, claims for the interruption of or loss to Tenant's business) based on, arising out of or resulting from any cause whatsoever, including, but not limited to, repairs or construction to any portion of the Premises. Nor shall Landlord be liable to Tenant or any other Tenant Party for any fire, robbery, theft, mysterious disappearance and/or any other crime or casualty, or any leakage in any part or portion of the Premises, or from water, rain or snow that may leak into, or flow from any part of the Premises, or from drains, pipes or plumbing fixtures at the Premises, or from the roof, street, subsurface or from any other place, or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of the Premises. Notwithstanding anything in this Section to the contrary, however, Landlord shall in no event be exonerated from any liability to Tenant or any other Tenant Party, for any injury, loss, damage or liability to the extent such exoneration is prohibited by law or to the extent caused by willful misconduct or intentional violation of Legal Requirements by Landlord. Any goods, property or personal effects stored or placed in or about the Premises shall be at the sole risk and hazard of Tenant, and neither Landlord nor any Landlord Party nor Landlord's insurers shall in any manner be held responsible therefor and in no event shall Landlord, or any other Landlord Party have any liability to Tenant or any Tenant Party based on any loss with respect to or interruption in the operation of Tenant's business. The provisions of this Section 8.5 shall be applicable from and after the execution of this Lease and until the end of the Term, and during such further period as Tenant may use or be in occupancy of any part of the Premises. Landlord shall not be responsible or liable to Tenant, or any Tenant Party for any loss or damage to persons or property resulting from the negligence, acts or omissions of persons occupying space adjoining or adjacent to the Premises, or connected to the Premises, or occupying any other part of the Building, or of any of their respective agents, employees, contractors, invitees or customers, including, without limitation, caused by breaking or falling of electrical cables and wires, or the breaking, bursting, stoppage or leakage of water, gas, sewer or steam pipes.

ARTICLE IX
Alterations

9.1 Alterations. Except as hereinafter provided, after completion of Landlord's Work in accordance with the Plans and Specifications, Tenant shall make no additions, installations, improvements, replacements and/or alterations in or to the Premises (hereinafter **"Alterations"**) without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. If Landlord fails to respond to Tenant's written request to approve any Alterations within five (5) Business Days after Tenant shall deliver such written request to Landlord, then Tenant may provide Landlord a second written notice (conspicuously labeled "SECOND NOTICE") requesting Landlord's approval of such Alterations and, if Landlord shall still fail to reply to Tenant within five (5) additional Business Days after receiving Tenant's second notice hereunder, then Landlord shall be deemed to have consented to the Alterations so requested, subject to all other terms and conditions of this Lease.

9.1.1 Notwithstanding the above, Tenant shall have the right to make from time to time, at its expense, non-structural Alterations to the interior of the Premises without obtaining Landlord's consent ("**Permitted Alterations**"); *provided however*, that such Alterations are not Material

Alterations, provided further that Tenant notifies Landlord of the intended Alterations to the interior of the Premises in reasonable detail, together with an estimate of the cost thereof, at least ten (10) Business Days before its commencement of such Permitted Alterations. All Alterations made by or for Tenant shall be done in a good and workmanlike manner and diligently prosecuted to completion, in compliance with applicable Legal Requirements.

9.1.2 Alterations that (i) cost in excess of $10,000 or (ii) are not in compliance with Legal Requirements or Insurance Requirements, or (iii) in Landlord's sole judgment, affect the Building Systems, the structural integrity of the Building or any part thereof, or the exterior of the Building or other structures on the Premises shall be deemed "**Material Alterations**" and shall not be performed without the prior written consent of Landlord, which consent shall be granted or withheld in Landlord's sole and absolute discretion.

9.1.3 If Landlord requires Tenant to remove a Material Alteration at the expiration of the Lease, Landlord must notify Tenant of this effect simultaneously with Landlord's grant of approval of such Material Alteration. All Alterations, additions and improvements to the Premises (including fixtures and equipment) made by or for Tenant shall be done in a good and workmanlike manner and diligently prosecuted to completion, in compliance with applicable Legal Requirements and Insurance Requirements. Any Alterations in or to the mechanical, electrical, plumbing, sanitary, heating, air conditioning, ventilation, life safety or other systems of the Building or to or affecting the roof or any other structural part of the Building, shall be performed only by contractor(s) approved by Landlord.

9.2 Review and Approval Solely for Landlord's Benefit. Tenant agrees that any review or approval by Landlord of Tenant's Alteration plans is solely for Landlord's benefit, and without any representation or warranty whatsoever to Tenant with respect to the adequacy, correctness or efficiency thereof or otherwise.

9.3 Tenant's Obligation to Furnish Documents to Landlord. Tenant, at its expense, shall obtain (and furnish true and complete copies to Landlord of) all necessary governmental permits and certificates for the performance of Alterations and for final approval thereof upon completion, and shall cause Alterations to be performed in compliance therewith, with all Legal Requirements and Insurance Requirements, and with the plans and specifications submitted to, and approved by Landlord pursuant to Section 9.1 hereof. Alterations shall be performed in such manner as not to impose any additional expense upon Landlord in the construction, maintenance, repair or operation of the Building, and if any such additional expense shall be incurred by Landlord as a result of Tenant's performance of Alterations, Tenant shall pay such additional expense upon demand as Additional Rent.

9.4 Notice of Violations. Tenant, at its expense, and with diligence and dispatch, shall procure the cancellation or discharge of all notices of violation arising from or otherwise connected with Alterations, or any other work, labor, services or materials done for or supplied to Tenant, or any Tenant Parties which shall be issued by any public authority having or asserting jurisdiction. However, nothing herein contained shall prevent Tenant from contesting, in good faith and at its own expense, any notice of violation; *provided* neither Landlord nor the Premises is adversely affected thereby.

9.5 "As-Built" Drawings. Tenant shall promptly upon the completion of a Material Alteration deliver to Landlord final "as-built" drawings certified by Tenant's architect of any Alterations Tenant has performed or caused to be performed in the Premises, and upon Landlord's request Tenant shall furnish updated drawings and specifications, if any, for Alterations in progress.

9.6 Liens. Tenant shall cause all contractors performing, and suppliers supplying materials for, Alterations to be paid in full, so that the Premises and the Building shall at all times be free of liens for labor and materials supplied or claimed to have been supplied. In addition, Landlord shall have the

right at all times to post and maintain upon the Premises such notices as may be necessary or desirable to keep the Premises and Landlord free of lien from any mechanic, laborer, materialman, supplier or vendor.

9.6.1 Any mechanic's lien filed against the Premises for work claimed to have been done for, or for materials claimed to have been furnished to, Tenant shall be discharged by Tenant within fifteen (15) Business Days after such filing, by payment, filing of the bond required by law or otherwise, and Tenant shall provide satisfactory proof of such discharge to Landlord. If Tenant fails to do so, Landlord may, upon ten (10) Business Days prior notice to Tenant (or such shorter notice deemed necessary by Landlord) discharge any such mechanic's lien, by bond or payment, or otherwise, and the cost thereof shall be paid by Tenant to Landlord within ten (10) Business Days after demand. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no mechanic's lien or other lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of Landlord in and to the Premises. Tenant shall indemnify and hold Landlord and all other Landlord Parties harmless from and against any and all expenses, liens, claims, liabilities and damages based on or arising, directly or indirectly, by reason of the making of any alterations, additions or improvements by or on behalf of Tenant to the Premises under this Section, which obligation shall survive the expiration or termination of this Lease.

9.7 Removal of Rubbish. Tenant, at its sole cost and expense, shall remove and dispose (in accordance with all Legal Requirements and Rules and Regulations) all rubbish arising from Tenant's Alterations.

ARTICLE X
Landlord's and Tenant's Removable Property

10.1 Landlord's Property. Other than Tenant's Removable Property, all fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term, including Landlord's Work, whether or not by or at the expense of Tenant, shall be and remain a part of the Premises, shall, upon the expiration or sooner termination of this Lease, be deemed the property of Landlord and shall not be removed by Tenant.

10.2 Tenant's Removable Property. All of Tenant's Removable 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 Removable Property is removed, Tenant shall repair or pay the cost of repairing any damage to the Premises or to the Building resulting from the installation and/or removal thereof.

10.3 Timing of Removal of Tenant's Removable Property. On or before the Expiration Date (or earlier termination of this Lease, as the case may be), Tenant, at its expense, shall remove from the Premises all of Tenant's Removable Property (except such items thereof as Landlord shall have expressly permitted to remain, which property shall become the property of Landlord), and Tenant shall repair any damage to the Premises or the Building resulting from removal of Tenant's Removable Property.

10.4 Abandoned Property. Any other items of Tenant's Removable Property which shall remain in the Premises after the Expiration Date, or within ten (10) Business Days following an earlier termination of this Lease, may at the option of Landlord be deemed abandoned, and in such case such items may either be retained by Landlord as its property or disposed of by Landlord, without accountability, in such manner as Landlord shall determine, at Tenant's expense.

ARTICLE XI
Repairs and Maintenance

11.1 Tenant's Obligations.

11.1.1 Save and except for (i) the completion of Landlord's Work and (ii) as expressly provided in Section 11.2, Tenant shall, at its expense, throughout the Term, maintain the Premises in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Tenant, and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements, or the age of such portion of the Premises), including, but not limited to, all mechanical, electrical, plumbing, life safety (including sprinkler systems), sanitary, heating, ventilation, and air conditioning systems of the Building (the "**Building Systems**"), boilers, pressure vessels, fixtures, walls (interior and exterior), ceilings, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Tenant is also responsible for keeping the roof and roof drainage clean and free of debris. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including (i) the procurement and maintenance of the service contracts required by this Section 11.1 and (ii) the timely observance of all procedures itemized under the Building Maintenance Checklist set forth on the Exhibit 11.1.1 attached to and made a part of this Lease. Tenant's obligations shall include restorations, replacements, or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Tenant shall, during the Term, keep the exterior appearance of the improvements on the Premises in substantially the same condition as on the Commencement Date. Tenant shall be responsible for the cost of repairs that may be made necessary by reason of damage to the Building caused by any act or neglect of any Tenant Party (including any damage by fire or other casualty arising therefrom). Tenant shall not, in the course of its repair, maintenance or construction, invalidate any of the warranties on the Premises, including, but not limited to those that relate to the roof, the stormwater management system, the elevator, and the sprinkler systems. All of such repairs and replacements shall be of good quality sufficient for the proper maintenance and operation of the Premises, and shall be constructed and installed in compliance with Legal Requirements and Insurance Requirements. Repairs or replacements to Building Systems may be performed only by contractors approved in advance by Landlord. Tenant shall not, in the course of its repair, maintenance, or construction, invalidate any of the warranties on the Premises, including, but not limited to those that relate to the roof, the stormwater management system, the elevator, and the sprinkler systems.

11.1.2 Tenant shall not permit the accumulation of waste or refuse matter, nor permit anything to be done upon the Premises that would invalidate or prevent the procurement of any insurance policies or governmental permits, licenses or approvals that may at any time be required pursuant to the provisions hereof. Tenant shall not place a load upon any floor in the Premises exceeding the floor load per square foot of area which such floor was designed to carry and which is allowed by Legal Requirements. Landlord reserves the right to prescribe the weight and position of all business machines and mechanical equipment, including safes, which shall be placed so as to distribute the weight.

11.1.3 Tenant shall, at Tenant's sole expense, obtain and keep in full force and effect during the Term (with copies to Landlord, and in customary form and substance reasonably acceptable to, and with contractors reasonably approved by, Landlord) service contracts for such of the Building Systems as are indicated for a "service agreement" on the attached Exhibit 11.1.1, as well as for any other equipment as to which such contracts shall reasonably be required by Landlord. If Tenant shall

fail to obtain or maintain the service contracts required pursuant to this Section 11.1.3, Landlord may, after ten (10) Business Days' notice to Tenant, obtain and maintain the same, and the reasonable cost thereof shall be collectible by Landlord, upon demand, as Additional Rent.

11.1.4 If repairs, maintenance or other work is required to be made by Tenant pursuant to the terms of this Lease, and Tenant fails to commence the repairs and/or other obligations and diligently prosecute such repairs and/or obligations to completion, upon not less than ten (10) Business Days' prior written notice (except that no notice shall be required in the event of an emergency), Landlord may make or cause such repairs to be made or such obligations to be performed (but shall not be required to do so), and all costs incurred by Landlord in connection therewith shall be paid by Tenant to Landlord on demand and shall be Additional Rent. Landlord shall not be responsible to Tenant for any loss or damage whatsoever that may accrue to Tenant's Removable Property or Tenant's business by reason of Landlord's making such repairs.

11.1.5 Tenant shall be solely responsible for security measures at the Premises. Tenant acknowledges that Landlord has not undertaken any duty whatsoever to provide security for the Premises and, accordingly, Landlord is not responsible for the security of same or the protection of Tenant's Removable Property or Tenant's employees, invitees, students, parents, or contractors from any cause whatsoever, including but not limited to criminal and/or terrorist acts. To the extent Tenant determines that such security or protection services are advisable or necessary, Tenant shall arrange for and pay the costs of providing same. Landlord shall have no responsibility to prevent, and shall not be liable to Tenant for losses due to theft, burglary or other criminal activity, or for damages or injuries to persons or property resulting from persons gaining access to the Premises, and Tenant hereby releases Landlord and all other Landlord Parties from all liabilities for such losses, damages or injury, regardless of the cause thereof.

11.2 Landlord's Obligations.

11.2.1 Landlord, at its sole cost, except as provided in Section 11.1 above, shall maintain, repair and replace the roof of the Building (except Tenant shall be responsible for the payment of all costs of repairs and replacements to the roof required as a result of the installation, use, operation, maintenance, repair or replacement of any equipment or facilities installed by Tenant or any party claiming under Tenant on the roof of the Building, including, without limitation, any mechanical systems in any portion of the Building serving such roof equipment and facilities) and the structural elements (excluding exterior glass) of the Building (i.e. load bearing walls, foundation and slab).

11.2.2 During the first sixty (60) full calendar months of the Term, there shall be added to the estimated Option Purchase Price determined under Section 2.4.3 a sum (altogether, the "**Capital Repair Costs**") equal to (i) the total of Landlord's costs and expenses incurred in maintaining, repairing and replacing the roof and the structural elements of the Building, as required under Section 11.2.1, less (ii) any amounts so incurred that shall have been reimbursed to Landlord by insurance or under any applicable warranty. If Tenant shall not exercise the option to purchase provided under Section 2.4, however, then Landlord shall provide Tenant with an amendment to this Lease setting forth a revised schedule of annual Base Rent, which, beginning with the sixth (6th) Lease Year, shall be determined by increasing the annual Base Rent determined under Section 3.1 above for each Lease Year thereafter during the Term by such amounts as may be reasonably required, as determined by Landlord in good faith, in order to ensure that Landlord receives the same rate of return on the Capital Repair Costs as Landlord shall receive on its capital investment in Landlord's Work.

11.2.3 Landlord shall in no event be responsible to Tenant for any condition in the Premises or the Building caused by any act or neglect of Tenant or any Tenant Party. Nor shall

Landlord be responsible to make any improvements or repairs to the Building other than as expressly provided in this Lease.

11.3 Interruption. Landlord shall have no liability to Tenant, nor shall Tenant's covenants and obligations under this Lease be reduced or abated in any manner whatsoever, by reason of any inconvenience, annoyance, interruption or injury arising from Landlord's making any repairs, replacements or changes which Landlord is required or permitted by this Lease, or required by applicable Legal Requirements or Insurance Requirements, to make in or to the fixtures, equipment or appurtenances of the Building or the Premises. Landlord shall not be responsible in any manner for any suspension, interruption or curtailment of any services or utilities to the Premises, regardless of the cause thereof, and no such suspension, interruption or curtailment shall give rise to any claim for abatement of rent or other compensation to Tenant from Landlord, nor shall Tenant claim any direct, indirect or consequential damages or constructive eviction on account thereof, nor shall this Lease or any obligation of Tenant be affected thereby. Tenant hereby expressly waives any and all rights of rent abatement or other remedies on account of any untenantability and Tenant's sole right and remedy for any untenantability shall be as set forth in Section 21.5; provided, however, that, notwithstanding the foregoing provisions of this Section 11.3, if (i) Landlord, its agents, employees or contractors shall cause any suspension, interruption or curtailment of any services or utilities to the Premises and (ii) Tenant shall not be required by this Lease or by the Charter School Contract to maintain any insurance coverage against such suspension, interruption or curtailment, then Tenant shall, as its sole remedy for such suspension, interruption or curtailment, receive an equitable abatement of Base Rent during the time period of such suspension, interruption or curtailment.

ARTICLE XII
Utilities

12.1 Procurement and Payment of Utilities. Tenant shall be responsible to procure the supply of any and all utilities necessary for Tenant's use and occupation of the Premises and, subject to the performance of Landlord's Work and Landlord's express obligations under ARTICLE XI, Landlord will have absolutely no responsibility or obligation to provide any utility or other service to the Premises. Tenant shall contract for, in its own name, and shall pay all taxes, assessments, charges/deposits, fees and bills for utilities including, without limitation, charges for water, gas, oil, sanitary and storm sewer, electricity, steam, telephone service, trash collection, internet access, cable television or satellite service, and all other utilities that may be charged against any occupant or user of the Improvements during the Term. Tenant shall at all times maintain that amount of heat necessary to ensure against the freezing of water lines. Tenant shall indemnify, defend, save and hold Landlord harmless of, from and against any and all claims, liability or damages, including, but not limited to, claims based upon Tenant's failure to pay any fees or other charges for utility services supplied to the Premises, or damages to the utility systems and the Premises, that may result from Tenant's failure to maintain sufficient heat in the Premises. All charges for utilities or services at the Premises before the Rent Commencement Date and after the Expiration Date shall be payable by Landlord.

12.2 Capacity. Tenant shall use best efforts such that its use of electric current shall not exceed the capacity of the then existing feeders to the Building or the risers or wiring installations serving the Premises. Any additional electrical capacity and any risers, feeders or other equipment or service proper or necessary to supply Tenant's electrical requirements, shall, upon written request of Tenant, be installed by Landlord at the expense of Tenant, if in Landlord's reasonable judgment any additional capacity required is then available in the Building, the installations are necessary and will not cause permanent damage or injury to the Building or the Premises, or cause or create a dangerous or hazardous condition, or entail excessive or unreasonable alterations, repairs or expense.

12.3 Interruption. Landlord shall not be liable to Tenant for any loss, damage or expense which Tenant may sustain or incur if (i) the supply of electricity or other service or utility to the Premises is temporarily interrupted, or (ii) the quantity or character of the electric service is changed or is no longer available or suitable for Tenant's requirements.

ARTICLE XIII
Landlord's Services

13.1 Landlord's Obligation. Upon the completion of Landlord's Work, save and except for Landlord's obligations pursuant to Section 11.2, Landlord shall have no obligation to furnish to the Premises any cleaning services, electric energy, water, heat, air-conditioning, ventilation, gas or any other service or utility. Tenant shall obtain heat, air-conditioning, ventilation, gas and any other services or utilities required by Tenant at Tenant's sole cost and expense and in compliance with the applicable provisions of (i) all Legal Requirements and Insurance Requirements, (ii) the rules and regulations of any public utility or other company furnishing such service or utility, and (iii) this Lease.

13.2 Triple Net Lease. It is understood and agreed by the Parties that, except for Landlord's obligations under Section 11.2, this Lease is considered and intended to be a "triple net" lease, providing and yielding to the Landlord payment of the Base Rent and Additional Rent (and to third parties, as applicable) as and when due hereunder absolutely free and net of all expenses, costs and charges allocable to the Term which are in any manner associated with the ownership, operation, use, management, repair, maintenance, and insuring of the Premises, and Tenant hereby agrees to be absolutely responsible for all Rent, costs, expenses, taxes and charges relating to its use and occupancy of the Premises during the Term and any period of its use and occupancy thereafter, unless otherwise expressly provided herein.

13.3 Landlord's Rights of Access. After reasonable notice (except in emergencies when no such notice shall be required) which may be by telephone or e-mail, Landlord, its agents and representatives, shall have the right (without any obligation so to do) to enter the Premises (i) to inspect the same, (ii) to exercise such rights as may be permitted hereunder, (iii) to make repairs or Alterations to the Premises to the extent compelled by Legal Requirements or required under this Lease, (iv) to make repairs or perform other obligations if Tenant fails to do so as required hereunder (but the Landlord shall have no duty whatsoever to make any such inspections, repairs, Alterations, additions or improvements except as otherwise expressly provided in this Lease), (v) to deal with emergencies, (vi) to post such notices as may be permitted under Section 9.6, (vii) to exhibit the Premises to prospective tenants during the twenty four (24) months preceding expiration of the Term and at any reasonable time during the Term to show the Premises to prospective purchasers, lessors and mortgagees, or (viii) for any other purpose as Landlord may reasonably deem necessary or desirable; provided, however, Landlord shall use reasonable efforts not to materially interfere with Tenant's use of or access to the Premises and Landlord shall be accompanied by a designated representative of Tenant if and to the extent Tenant makes such representative available during such entry period. Tenant shall not be entitled to any abatement of rent or other charges nor shall Landlord be deemed guilty of an eviction, actual or constructive, or any violation of Tenant's quiet enjoyment of the Premises on account of Landlord's access to the Premises pursuant to the provisions of this Section 13.3 or any other provision of this Lease or applicable Legal Requirements.

ARTICLE XIV
Subordination

14.1 Subordination of Lease. Subject to the terms of this ARTICLE XIV, this Lease, and all rights of Tenant hereunder, are and shall be subject and subordinate to any ground lease of the Premises, and all renewals, extensions, modifications and replacements thereof, and to all mortgages, deeds of trust, security interests and similar encumbrances (collectively, a "**Mortgage**") which may now or hereafter affect the Premises, whether or not such Mortgage shall also cover other lands and/or buildings and/or leases, to each and every advance made or hereafter to be made under such mortgages, and to all renewals, modifications, replacements and extensions of such leases and such Mortgages and all consolidations of such Mortgages. This Section shall be self operative and no further instrument of subordination shall be required. Nonetheless, in the case of all Superior Mortgages entered into by Landlord, Landlord shall use reasonable efforts to cause the holder of any Superior Mortgage to join with Landlord and Tenant in a subordination, non-disturbance and attornment agreement which, for all purposes, shall govern the subordination of this Lease to a Superior Mortgage, and the relative rights and obligations of Tenant and Mortgagee with respect to this Lease, on such Superior Mortgagee's standard form, incorporating the comments and revisions of Tenant acceptable to Superior Mortgagee in its reasonable discretion. In confirmation of such subordination, Tenant shall promptly execute, acknowledge and deliver any instrument that Landlord, the lessor under any such lease or the holder of any such Mortgage or any of their respective successors in interest may reasonably request to evidence such subordination. Any ground lease to which this Lease is, at the time referred to, subject and subordinate is herein called "**Superior Lease**" and the lessor of a Superior Lease or its successor in interest at the time referred to, is herein called "**Superior Lessor**"; and any Mortgage to which this Lease is, at the time referred to, subject and subordinate, is herein called "**Superior Mortgage**" and the holder of a Superior Mortgage, or its successor in interest at the time referred to, is herein called "**Superior Mortgagee**."

14.2 Attornment. If any Superior Lessor or Superior Mortgagee or the nominee or designee of any Superior Lessor or Superior Mortgagee shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, or otherwise, then at the request of such party so succeeding to Landlord's rights (herein called "**Successor Landlord**"), Tenant shall attorn to and recognize such Successor Landlord as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that such Successor Landlord may reasonably request to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as a direct lease between the Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease, except that the Successor Landlord (unless formerly the landlord under this Lease or its nominee or designee) shall not be (i) liable in any way to Tenant for any act or omission, neglect or default on the part of Landlord under this Lease or for any claim against Landlord arising before the date on which the successor succeeded to Landlord's interest, (ii) responsible for any monies owing by or on deposit with Landlord to the credit of Tenant, (iii) subject to any counterclaim, offset or setoff which theretofore accrued to Tenant against Landlord, excluding express offset rights of Tenant set forth in this Lease, (iv) bound by any modification of this Lease subsequent to such Superior Lease or Mortgage, or by any previous prepayment of Base Rent for more than one (1) month, which was not approved in writing by the Superior Lessor or the Superior Mortgagee thereto, (v) liable to the Tenant beyond the Successor Landlord's interest in the Premises and the rents, income, receipts, revenues, issues and profits issuing from such Premises, (vi) responsible for the performance of any work to be done by the Landlord under this Lease to render the Premises ready for occupancy by the Tenant, (vii) bound by any amendment or modification of such Lease made without its written consent,

or (viii) required to remove any person occupying the Premises or any part thereof, except if such person claims by, through or under the Successor Landlord.

14.3 Notice to Mortgagee. After receiving notice from Landlord of any holder of a Mortgage which includes the Premises, no notice from Tenant to Landlord alleging any default by Landlord shall be effective unless and until a copy of the same is given to such holder (provided Tenant shall have been furnished with the name and address of such holder), and the curing of any of Landlord's defaults by such holder shall be treated as performance by Landlord.

ARTICLE XV
Quiet Enjoyment

Subject to the terms and conditions of this Lease and subject to the rights of any Superior Mortgagee or Superior Lessor, on payment of the Base Rent and other Additional Rent and observing, keeping and performing all of the other terms and conditions of this Lease on Tenant's part to be observed, kept and performed, Tenant shall lawfully, peaceably and quietly enjoy the Premises during the term hereof, without hindrance or ejection by any persons lawfully claiming under Landlord to have title to the Premises superior to Tenant. The foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

ARTICLE XVI
Assignment, Subletting and Mortgaging

16.1 Restriction on Transfer. Except as otherwise permitted in this ARTICLE XVI, Tenant covenants and agrees that neither this Lease nor the term and estate hereby granted, nor any interest herein or therein, may be assigned, mortgaged, pledged, encumbered or otherwise transferred, whether voluntarily, involuntarily, directly or indirectly, by operation of law or otherwise, and that neither the Premises nor any part thereof may be encumbered in any manner by reason of any act or omission on the part of Tenant, or used or occupied or permitted to be used or occupied, by anyone other than Tenant, or for any use or purpose other than the Permitted Use, or be sublet (which term, without limitation, shall include granting of concessions, licenses and the like) in whole or in part, or be offered or advertised for assignment or subletting by Tenant or any person acting on behalf of Tenant, without, in each case, the prior written consent of Landlord, which consent, except as otherwise expressly provided in this Lease, may be withheld by Landlord in its sole and absolute discretion. Without limitation, the provisions of this Section 16.1 shall apply to a transfer (by one or more transfers) of a controlling portion of or interest in the stock or partnership or membership interests or other evidences of equity interests of Tenant as if such transfer were an assignment of this Lease. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anyone other than Tenant, whether or not in violation of the terms and conditions of the Lease, Landlord may, at any time and from time to time, collect rent and other charges from the assignee, subtenant or occupant, and apply the net amount collected to the rent and other charges herein reserved, but no such assignment, subletting, occupancy, collection or modification of any provisions of this Lease shall be deemed a waiver of the provisions of this ARTICLE XVI, or the acceptance of the assignee, subtenant or occupant as a tenant or a release of Tenant from the further performance of covenants on the part of Tenant to be performed hereunder. Any consent by Landlord to a particular assignment, subletting or occupancy or other act for which Landlord's consent is required under this Section 16.1 shall not in any way diminish the prohibition stated in this Section 16.1 as to any further such assignment, subletting or occupancy or other act or the continuing liability of the original named Tenant. No assignment or subletting hereunder shall relieve Tenant from its obligations hereunder. Accordingly, Tenant shall remain fully

and primarily liable for all such obligations unless Landlord, at its sole discretion, shall expressly and in writing release Tenant from the same.

16.1.1 If Tenant shall desire to sublet all or any portion of the Premises or assign this Lease, Tenant shall submit to Landlord a written request for Landlord's consent to such sublet or assignment, which request (the "**Request**") shall contain or be accompanied by the following information:

(a) The name and address of proposed subtenant or assignee;

(b) A duplicate original or photocopy of the sublease agreement or assignment and assumption agreement;

(c) The nature and character of the business of the proposed subtenant or assignee and its proposed use of the Premises;

(d) Banking, financial and other credit information with respect to the proposed subtenant or assignee reasonably sufficient in the judgment of Landlord to enable Landlord to determine the financial responsibility of the proposed subtenant or assignee; and

(e) A certification from the Tenant and the proposed assignee or subtenant that the proposed assignee or subtenant is a Non-Profit Company.

16.1.2 The form of the proposed sublease or instrument of assignment (i) shall be in form reasonably satisfactory to Landlord, and, without limitation, (A) shall not provide for a rental or other payment for the, occupancy or utilization of the space demised thereby based in whole or in part on the income or profits derived by any person from the property so leased, used, occupied or utilized other than an amount based on a fixed percentage or percentages of gross receipts or sales, and (B) shall provide that no person having an interest in the possession, use, occupancy or utilization of the space demised thereby shall enter into any lease, sublease, license, concession or other agreement for use, occupancy or utilization of such space which provides for a rental or other payment for such use, occupancy or utilization based in whole or in part on the income or profits derived by any person from the property so leased, used, occupies or utilized other than an amount based on a fixed percentage or percentages of gross receipts or sales, and that any such purported lease, sublease, concession or other agreements shall be absolutely void and ineffective *ab initio*, (ii) shall provide that the proposed sublease or instrument of assignment may not be modified by Tenant and its sublessee or assignee without Landlord's prior, written consent, which consent may be withheld by Landlord in its sole and absolute discretion; and (iii) shall comply with the applicable provisions of this ARTICLE XVI.

16.1.3 Tenant shall reimburse Landlord on demand (and in no event later than the effective date of any assignment or sublease) for any reasonable costs incurred by Landlord in connection with any proposed assignment or subletting including, without limitation, the reasonable costs of making investigations as to the acceptability of the proposed assignee or subtenant and reasonable costs incurred in connection with the granting of the requested consent, including, without limitation, any legal, appraisal, recording, title, document preparation or closing fees and any mortgage recording taxes. Notwithstanding the provisions of the above, Tenant shall remain liable to Landlord for any such costs that may be incurred by Landlord after the effective date of any assignment consented to in accordance with the terms of this paragraph.

16.1.4 In no event shall any assignment or subletting to which Landlord may have or may not have consented, release Tenant or any guarantor from its obligations under this Lease, or constitute consent to any further assignment or subletting. Anything contained in this Lease to the contrary notwithstanding, Tenant shall not (i) sublet the Premises or assign this Lease on any basis such

that the rental or other amounts to be paid by the sublessee or assignee thereunder would be based, in whole or in part, on the income or profits derived by any person from the Premises or by the business activities of the sublessee or assignee; (ii) sublet the Premises or assign this Lease to any person, directly or indirectly, in which Landlord owns (by applying constructive ownership rules set forth in Section 856(d)(5) of the Internal Revenue Code) a ten percent (10%) or greater interest as defined by Section 856(d)(2)(B) of the Internal Revenue Code; or (iii) sublet the Premises or assign this Lease in any other manner or otherwise derive any income which could cause any portion of the amounts received by Landlord pursuant to this Lease or any sublease to fail to qualify as "rents from real property" within the meaning of Section 856(d) of the Internal Revenue Code, or which could cause any other income received by Landlord to fail to qualify as income described in Section 856(c) (2) of the Internal Revenue Code. The requirements of this Section 16.1.4 shall likewise apply to any further subleasing by any subtenant.

16.1.5 Tenant shall pay to Landlord an amount equal to fifty percent (50%) of any net profit derived from any assignment of this Lease or subletting of the Premises to any person or entity that is not a Tenant Affiliate. Net profit shall mean any consideration paid by any assignee in connection with its acquisition of this Lease or the rent by any subtenant in connection with its subletting of the Premises and, in the event of a subletting, the amount of minimum rent and additional rent paid by any subtenant over the amount of minimum rent and additional rent paid by Tenant under this Lease, less only any Transfer Expenses (hereinafter defined). Such net profit shall be calculated on an annualized basis but shall be paid to Landlord, as Additional Rent, within ten (10) Business Days after receipt thereof by Tenant. "**Transfer Expenses**" shall mean (i) the reasonable out-of-pocket costs and expenses of Tenant in making such sublease or assignment, as the case may be, such as brokers' fees and commissions, attorneys' fees and advertising fees, (ii) any fees paid to Landlord pursuant to the terms of this Lease, and (iii) the cost of improvements or alterations made by Tenant expressly for the purpose of preparing the Premises for such subtenant or assignee or improvement allowances. In determining Transfer Expenses, the costs shall be amortized on a straight-line basis over the term of the sublease, or (in the case of an assignment) over the remainder of the Term.

16.1.6 Except with respect to any transfer permitted under Section 16.2, Landlord at its option shall have the right to cancel this Lease (with the same force and effect as if the entire Term had expired by lapse of time) by written notice given to Tenant at any time within twenty (20) Business Days of Tenant's Request with respect to an assignment of this Lease to any person or entity that is not a Tenant Affiliate, or with respect to subletting of more than fifty percent (50%) of the Premises (whether through any individual instance of subletting or by aggregating all previous and current subletting) to any person or entity that is not a Tenant Affiliate, and if Landlord elects to cancel this Lease, the Term shall fully cease and expire on a date selected by Landlord in its notice of cancellation (which date shall not be less than ten (10) nor more than forty (40) Business Days after the date of such cancellation notice).

16.1.7 In no event shall Tenant be entitled to make, nor shall Tenant make any claim, and Tenant hereby waives any claim, for money damages, nor shall Tenant claim any money damages by way of set-off, counterclaim or defense, based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval to a proposed assignment or subletting as provided for above, but Tenant's sole remedy shall be an action or proceeding to enforce any such provisions, or for specific performance, injunction or declaratory judgment.

16.2 Permitted Transfers. Provided that no Event of Default then exists under this Lease, Tenant shall have the right, subject to all of the other terms and conditions of this ARTICLE XVI, and upon not less than five (5) Business Days' prior written notice to Landlord but without Landlord's prior written consent, to assign this Lease or to sublet all or any part of the Premises (i) to any Tenant

Affiliate or (ii) to any Nevada public charter school that shall (A) possess a current and duly authorized written charter contract pursuant to subsection 5 of Nev. Rev. Stat. § 386.527 and (B) be substantially operated by the Manager.

16.3 Licensing for Occasional Use. Provided that no Event of Default then exists under this Lease, Tenant shall have the right, subject to all of the other terms and conditions of this ARTICLE XVI, to grant from time to time, in writing, certain personal and revocable licenses to use discrete portions of the Premises to support pre-kindergarten and before- and after-school care programming. No licensed use permitted under this Section 16.3 shall interfere in any manner with the Permitted Use. Neither shall any licensed use extend for a period of more than six (6) hours in any twenty-four (24) hour period, nor rise to any level of right, intensity, duration, or repetition that may be deemed to constitute a conveyance of a possessory interest in land. All licensees of Tenant shall assume, by a written instrument substantially in the form attached hereto as Exhibit 16.3, and with other terms and conditions only as reasonably satisfactory to Landlord, the due performance of all of the pertinent covenants and obligations under this Lease. Each license permitted under this Section 16.3 shall contain provisions to the effect (i) that such license is only for actual use of the licensee, and (ii) that, notwithstanding the terms of such written instrument, Tenant shall remain fully liable for all performance under this Lease.

ARTICLE XVII
Signage

Tenant may erect interior signs on the Premises without Landlord's prior written consent provided such signs comply with applicable Legal Requirements and Insurance Requirements. Landlord shall, as part of Landlord's Work, place Tenant's name on the Building, in a manner reasonably acceptable to Tenant. Tenant shall not place any other signs on the Land or Building visible from the exterior of the Building without Tenant obtaining Landlord's consent, which consent shall not be unreasonably withheld or delayed, and the consent of any applicable governmental or municipal authorities. Such signs shall conform to the reasonable sign standards for the Premises adopted by Landlord and all Legal Requirements and, before installation of Tenant's signs, Tenant must submit to Landlord a plan or sketch in reasonable detail (showing, without limitation, size, color, location, materials and method of affixation) of the sign.

ARTICLE XVIII
Damage or Destruction

18.1 Fire or Other Damage. Tenant must give Landlord immediate notice in case the Premises are damaged by fire or other casualty.

18.1.1 If the Premises are Substantially Damaged by fire or other casualty (the term "**Substantially Damaged**" meaning damage of such a character that (i) the Premises are rendered unusable for the Permitted Use and (ii) the same cannot, in the ordinary course, reasonably be expected to be repaired within two hundred (200) Business Days from the time that repair work would commence, as determined by a contractor mutually satisfactory to the Parties), then Tenant or Landlord shall have the right to terminate this Lease by giving notice of such election within forty-five (45) Business Days after the occurrence of such casualty, which termination shall be effective as of the date of such notice.

18.1.2 If the Premises are Substantially Damaged by fire or other casualty and this Lease is terminated pursuant to Section 18.1.1, the Term shall be over on the specified cancellation date with the same force and effect as if such date were the date originally established as the Expiration Date.

Tenant shall have no obligation to pay Rent after the termination date of the Lease. Tenant will look only to its own insurance as required by this Lease, whether or not obtained, to recover any damages or losses suffered as a result of the damage including but not limited to early termination of the Lease, loss of business, damage to Tenant's Removable Property, trade fixtures, etc. Tenant releases Landlord from liability and waives right of recovery against Landlord for all losses or damages resulting from the casualty to the extent that it would have been compensated by insurance required to be carried by Tenant under this Lease. Tenant shall retain the proceeds of all insurance maintained by Tenant and allocable to Tenant's Removable Property, without claim by Landlord.

18.1.3 If the Premises are Substantially Damaged by fire or other casualty and this Lease is not terminated pursuant to Section 18.1.1, Landlord shall thereafter promptly restore the Premises (excluding Tenant's Removable Property and any Alterations performed by or on behalf of Tenant) to substantially the condition they were in immediately prior to such casualty; provided, however, that Landlord's obligation shall be limited to the proceeds of insurance carried pursuant to ARTICLE VIII ("**Insurance Proceeds**") available therefor, and that Landlord shall not be obligated to commence restoration until Landlord has received the Insurance Proceeds and Tenant has paid the applicable deductible to Landlord. If the total cost of restoring the Premises, as provided in this Article, is less than the amount of the Insurance Proceeds applicable to such restoration work, the balance of the Insurance Proceeds shall be paid to the Party responsible for maintaining such insurance upon delivery of final waivers of lien and such other documentation as may be reasonably requested by the other party in order to confirm that such restoration work has been completed in substantial accordance with the terms hereof. If this Lease is terminated by either Party pursuant to the terms and provisions of this Article, all Rent shall be prorated to the date of such damage or destruction and all Insurance Proceeds shall be retained (i) by Tenant if the policy yielding such Insurance Proceeds was obtained pursuant to Section 8.2 and (ii) by Landlord if the policy yielding such Insurance Proceeds was obtained pursuant to Section 8.3. If the total cost of restoring the Premises, as provided in this Article, shall exceed the amount of Insurance Proceeds available for such restoration (as determined by a contractor mutually satisfactory to the Parties), then Tenant may (but shall not be required to) provide its own funds to supplement such Insurance Proceeds, as necessary to restore the Premises. If Tenant shall not provide such funds, however, within twenty (20) Business Days after the pertinent determination by the contractor selected by the Parties, then Landlord may elect to terminate this Lease by giving notice of such election at any time within forty (40) Business Days thereafter, which termination shall be effective as of the date of such notice.

18.2 Partial Damage. If the Premises are damaged by fire or other casualty under this ARTICLE XVIII but are not Substantially Damaged, Landlord shall thereafter promptly restore the Premises (excluding Tenant's Removable Property and any Alterations performed by or on behalf of Tenant) to substantially the condition they were in immediately prior to such casualty; provided, however, that Landlord's obligation shall be limited to the amount of Insurance Proceeds available therefor, and that Landlord shall not be obligated to commence restoration until Landlord has received the Insurance Proceeds and Tenant has paid the applicable deductible to Landlord. After any such damage or destruction, Tenant shall cooperate with Landlord by removing from the Premises in a reasonable time all of Tenant's Removable Property located within the damaged or destroyed area, and from such or areas of the Premises as Landlord deems necessary to timely complete repair or restoration.

18.3 Abatement. If the damage or destruction to the Premises is a direct result of Tenant's negligent or intentional actions or omissions, then Tenant shall be responsible in full for payment of all Base Rent and Additional Rent unabated. In all other cases, if after damage or destruction to the Premises Tenant is unable to continue to use the Premises for the Permitted Use or if Tenant is only able

to use a portion of the Premises for the Permitted Use, then Base Rent and Additional Rent shall be abated or a pro rata portion of the Base Rent and Additional Rent shall be abated, as applicable, from the date of such damage or destruction and shall resume five (5) Business Days after written notice from Landlord that Landlord's restoration is complete. The end date of the Term shall not change.

18.4 Tolling. Notwithstanding anything to the contrary contained in this Lease, the Parties' respective rights to terminate this Lease pursuant to Section 18.1 shall be tolled during the period between Tenant's exercise of its option to purchase the Premises pursuant to the Option Agreement and the Closing Date (as defined in the Option Agreement).

18.5 Restoration Near End of Term. If the Premises are damaged or destroyed to such an extent as to render them untenantable within twenty-four (24) months of the expiration of the Term, then, at Tenant's or Landlord's option and upon notice to the other given within twenty (20) Business Days after the date of the casualty, this Lease shall terminate as of the date of such damage or destruction.

ARTICLE XIX
Eminent Domain

19.1 Condemnation. Except as provided in Section 19.2, if the entire Premises are taken or condemned by a legal authority, then the Term and Tenant's rights shall end as of the date the authority takes title to the Premises. If the Lease is terminated, Tenant must deliver the Premises to Landlord on the termination date together with all Base Rent and Additional Rent then due.

19.2 Partial Condemnation/Continuation of Lease. If less than the entire Premises is taken or condemned by a legal authority, the obligations of the Parties under this Lease shall be unaffected unless the effect of the taking or condemnation is to render the Premises unsuitable for the Permitted Use. From and after the date of delivery of possession to the condemning authority, a just and proportionate part of the Base Rent, according to the extent and nature of such taking, shall abate for the remainder of the Term. The Premises shall be deemed "unsuitable for the Permitted Use" if the state or condition of the Premises has been so affected by the taking or condemnation that, in the good faith judgment of Tenant, reasonably exercised, the Premises cannot be operated on a commercially practicable basis as a charter school. If a taking or condemnation renders the Premises unsuitable for the Permitted Use, Tenant may terminate the Lease as of the date of the taking, or as of the date of loss of occupancy of the condemned portion (if the date for vacating the Premises is different from the date of taking), or within twenty (20) Business Days following either the date of taking or the date of loss of occupancy of the condemned portion. If all or any part of the Premises is temporarily condemned for a period of six (6) months or less, the Parties shall be relieved from their obligations under the Lease only to the extent performance is rendered impracticable or impossible and Tenant shall remain obligated to pay Rent and other charges due under the Lease to Landlord for the period of such temporary taking. In the event of such a temporary taking, the entire amount of compensation payable for the temporary taking, whether paid by the condemning authority as damages, rent or otherwise, shall be payable to Tenant, subject to Tenant having paid to Landlord all Rent and other charges payable under the Lease for the period of such temporary taking.

19.3 Condemnation Award. In the event of a taking or condemnation which results in a termination of this Lease, if there is a single award, the condemnation proceeds, after deduction of the reasonable costs, expenses (including costs of experts) and attorneys' fees incurred in collection thereof ("**Net Award**") shall be divided between Landlord and Tenant as follows: (i) first, Landlord shall be paid out of the Net Award an amount equal to the value of the Premises (including Land and Building(s)) so taken, but subject to any lien, covenant, declaration, easement, cross-easement, operating

agreement, right of way, encumbrance, restriction or similar right or title encumbrance with respect to the Premises, as may then be in full force and effect, and subject to this Lease; and (ii) second, Tenant shall be paid out of the balance of the Net Award an amount equal to the lesser of (A) the then remaining balance of the Net Award, or (B) the unamortized cost of Permitted Alterations constructed by Tenant; and (iii) the balance of the Net Award, if any, remaining after payments described above have been made shall be paid equally to Landlord and Tenant. In addition, Tenant shall always be entitled to claim and receive an award of damages for its losses including any separate damages which are considered "special damages" to Tenant, it being understood and agreed that the term "special damages" as used herein shall include any damages or award (a) payable for Tenant's Removable Property installed by Tenant or anybody claiming under Tenant, at its or their own cost and expense, (b) representing compensation for loss of, or injury to, the business carried on upon the Premises, (c) for Tenant's relocation expenses, (d) for Tenant's damages for the loss of its leasehold estate suffered by it by reason of such taking or condemnation, and (e) any other damages compensable separately to Tenant; provided, however, that no such award to Tenant of special damages shall reduce the amount of the Net Award. In the event of a taking or condemnation of all or part of the Premises under circumstances where there will be a shared, unified award, Landlord and Tenant shall cooperate and join together in making all claims for damages, bringing any suit or action, appealing from any award or judgment, and settling and compromising all such claims, suits or actions, except for those claims which are prosecuted as part of an action for a separate award (*e.g.* a tenant's claim for "special damages") and, except for those claims for separate awards, neither party shall make or enter into such settlement or compromise without first obtaining the prior consent of the other thereto in writing, which consent shall not be unreasonably withheld, delayed or conditioned, and each party shall cooperate with the other in the prosecution of such claims, suits or actions, giving each other reasonable notice of the time and place of any negotiations for settlement or compromise. No pleading shall be filed in any suit or action without the consent of the other in writing, which consent shall not be unreasonably withheld, delayed or conditioned.

ARTICLE XX
Surrender

20.1 Condition of Premises. On the Expiration Date or upon any earlier termination of this Lease, or upon any reentry by Landlord upon the Premises pursuant to Section 21.2.2, Tenant shall quit and surrender the Premises, together with all Alterations (except those Alterations required to be removed pursuant to Section 9.1.3) which may have been made or installed in, on or to the Premises before or during the Term, to Landlord free and clear of Tenant's Removable Property, all occupants, subtenants and licensees, and "broom-clean" and in good order, condition and repair and as Tenant is obligated to maintain the same under this Lease, excepting only (i) ordinary wear and use (subject to Tenant's compliance with Section 12.1) and (ii) those instances of damage by fire or other casualty for which, under other provisions of this Lease, Tenant has no responsibility of repair or restoration.

20.1.1 On the Expiration Date, Tenant shall remove all of Tenant's Removable Property (other than Tenant's Removable Property which Landlord has expressly agreed may remain pursuant to Section 10.3) and, to the extent specified by Landlord pursuant to Section 9.1.3, all Alterations made by or on behalf of Tenant; and shall repair any damages to the Premises or the Building caused by such removal.

20.1.2 On the Expiration Date, Tenant shall also, in accordance with all Legal Requirements, at Tenant's sole cost and expense, and to Landlord's reasonable satisfaction, remove any and all Hazardous Materials placed in the Premises by Tenant or by its agents, invitees, employees or contractors, and Tenant shall be responsible for all costs (including, but not limited to, those resulting

from monitoring, clean-up or compliance in accordance with all Legal Requirements) incurred with respect to any Hazardous Materials placed upon the Premises by Tenant or by its agents, invitees, employees or contractors, after the Commencement Date.

20.2 Acceptance by Landlord. Except as expressly required by this Lease on or with respect to the Expiration Date, no act or thing done by Landlord or its agents shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord.

ARTICLE XXI
Default By Tenant; Landlord Remedies; Default by Landlord

21.1 Default by Tenant. The following occurrences are each an "**Event of Default**":

(a) Tenant fails to pay when due any installment of Base Rent or payment of Additional Rent to Landlord and such failure continues for five (5) Business Days after Tenant's receipt of written notice or demand from Landlord;

(b) Tenant fails to pay when due any Additional Rent to a third party and such failure continues for five (5) Business Days after Tenant's receipt of written notice or demand from such third party or Landlord;

(c) This Lease or Tenant's interest herein is taken upon execution or by other process of law directed against Tenant, or is taken upon or subjected to any attachments by any creditor of Tenant or claimant against Tenant and the attachment is not discharged within ten (10) Business Days after its levy;

(d) Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved, or makes an assignment for the benefit of creditors;

(e) Involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Tenant are instituted against Tenant or a receiver or trustee is appointed for all or substantially all of Tenant's Removable Property and assets and the proceeding is not dismissed or the receivership or trusteeship is not vacated within thirty (30) Business Days after institution or appointment;

(f) During any of the Lease Years specified in Section 7.5.3(b), Tenant fails to perform or comply with the agreements, terms, covenants, or conditions set forth in such Section 7.5.3(b), and such failure continues until the first student attendance date of the Lease Year next beginning after Landlord delivers notice of such failure to Tenant;

(g) Tenant defaults under Tenant's Charter School Contract, or Tenant's Charter School Contract shall be revoked or not renewed by the Authorizer or by any other entity that shall have the authority to revoke, terminate or renew such Charter School Contract, or such Charter School Contract shall otherwise cease to be in full force and effect;

(h) Tenant fails timely or fully to perform or comply with any of the terms, covenants, or conditions of any of (i) the Pass Through Account Control Agreement dated as of October 15, 2015 and entered into by and between Tenant and Nevada State Bank, as depository bank, (ii) the Custodial Account and Control Agreement dated as of October 15, 2015 and entered into by and between Tenant and Zions First National Bank, as custodian, or (iii) the Intercreditor Agreement dated as of October 15, 2015 and entered into by Tenant and Landlord (among others) , as amended pursuant to Section 7.5.1(a); or

(i) Tenant fails to perform or comply with any of the other agreements, terms, covenants, or conditions of this Lease and such failure continues for a period of twenty (20) Business Days (or such other period as may be expressly provided under this Lease) after notice of such failure from Landlord to Tenant, or if such failure is of such a nature that Tenant cannot reasonably remedy the same within such twenty (20) Business Day period, Tenant shall fail to commence promptly to remedy the same and to diligently and continuously prosecute such remedy to completion.

21.2 Landlord's Remedies. If any one or more Events of Default set forth above occur, then Landlord may, at Landlord's election, give notice to Tenant of Landlord's intention to take the following actions:

21.2.1 To terminate this Lease on a date not less than ten (10) Business Days after the giving of such notice or any later date specified in the notice, and, on such date specified in the notice, Tenant's right to possession of the Premises shall cease and the Lease shall be terminated, except as to Tenant's liability set forth in this Section 21.2.1, as if the date fixed in the notice were the end of the Term. If the Lease is terminated pursuant to the provisions of this Section 21.2.1, Tenant shall be liable to Landlord for and shall pay to Landlord on demand damages in an amount equal to the Base Rent and Additional Rent that would have been owing by Tenant under this Lease for the balance of the Term if this Lease had not been terminated, less the net proceeds, if any, of reletting of the Premises by Landlord subsequent to the termination, after deducting all Landlord's expenses in connection with reletting, including without limitation the expenses set forth below; or

21.2.2 To re-enter and take possession of the Premises or any part of the Premises, repossess the Premises as of the Landlord's former estate; expel Tenant and those claiming through or under Tenant from the Premises; and remove the effects of both or either, without being deemed guilty or any manner or trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenants or conditions. (Landlord hereby acknowledges the provisions of Nev. Admin. Code § 386.342.) If Landlord elects to re-enter as provided in this Section 21.2.2, or if Landlord takes possession of the Premises pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time without terminating this Lease, relet the Premises or any part thereof, in Landlord's or Tenant's name but for the account of Tenant, for the term or terms (which may be greater or less that the period which would otherwise have constituted the balance of the Term and on such terms and conditions (which may include concessions of free rent and the alteration and repair of the Premises) as Landlord, in Landlord's discretion, may determine. Landlord may collect and receive the rents for the Premises. Landlord agrees to exercise reasonable efforts to re-rent the Premises to mitigate Landlord's damages; provided, however, that Landlord shall not be responsible or liable for any failure to relet the Premises, or any part thereof, though Landlord shall exercise reasonable efforts to collect any rent due upon the reletting. No re-entry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice or the specific intention is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, to exercise Landlord's right to terminate this Lease by giving Tenant written notice and in that event the Lease shall terminate as specified in the notice. If Landlord elects to take possession of the Premises according to this subparagraph without terminating the Lease, Tenant shall pay Landlord the rent and other sums which would be payable under this Lease as and when due through only the end of the current Term if the repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises after deducting all of Landlord's expenses incurred in connection with the reletting, including without limitation all reasonable repossession costs, brokerage commissions, legal expenses, attorney's fees, expenses of employees, alteration, remodeling and repair costs and expenses of preparation for the reletting. If, in connection with any reletting, the new lease term extends beyond the existing Term, a fair apportionment of the rent received from the reletting and the expenses incurred in

connection with the reletting shall be made in determining the net proceeds received from reletting. In addition, in determining the net proceeds from reletting, any rent concessions shall be apportioned over the term of the new lease.

21.3 Termination Upon Bankruptcy. If any Event of Default set forth in Sections 21.1(d) or 21.1(e) above occurs, then, anything elsewhere in this Lease to the contrary notwithstanding, this Lease may be canceled by Landlord by the sending of a written notice to Tenant within a reasonable time after the happening of such event. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the Premises but shall forthwith quit and surrender the Premises. In the event of the termination of this Lease pursuant to this Section 21.3, Landlord shall forthwith, notwithstanding any other provisions of this Lease to the contrary, be entitled to recover from Tenant as and for liquidated damages in lieu of damages under Section 21.2, an amount equal to the difference between the Base Rent and Additional Rent reserved hereunder for the unexpired portion of the term demised and the fair reasonable rental value of the Premises for the same period. In the computation of such damages the difference between any installment rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the Premises for the period of which such installment was payable shall be discounted to the date of termination at the rate of 4% per annum. If the Premises or any part thereof be relet by Landlord for the unexpired term of this Lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of Base Rent and Additional Rent reserved upon such reletting shall be deemed to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting. Nothing herein shall limit or prejudice the right of Landlord to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to or less than the amount of the difference referred to above.

21.4 Remedies Cumulative; Enforcement Costs. No remedy in this Lease or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute and every power and remedy given by this Lease to Landlord may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission of Landlord to exercise any right, remedy or power arising from any default shall impair any such right, remedy or power or shall be construed to be a waiver of any such default. Tenant shall pay all reasonable costs and expenses (including, without limitation, attorneys' fees and expenses at both the trial and appellate levels) incurred by or on behalf of Landlord in connection with the successful enforcement of any rights of Landlord or obligations of Tenant hereunder, whether or not occasioned by an Event of Default.

21.5 Default by Landlord. Landlord shall in no event be in default under this Lease unless Landlord shall neglect or fail to perform any of its obligations hereunder and shall fail to remedy the same within twenty (20) Business Days after notice to Landlord specifying such neglect or failure, or if such failure is of such a nature that Landlord cannot reasonably remedy the same within such twenty (20) Business Day period, Landlord shall fail to commence promptly (and in any event within such twenty (20) Business Day period) to remedy the same and to prosecute such remedy to completion with diligence and continuity. Tenant expressly and knowingly waives the right to terminate this Lease on account of Landlord's default under this Lease. Except as expressly set forth below, Tenant's sole remedy on Landlord's default is an action for damages or injunctive or declaratory relief.

21.6 Attorneys' Fees. The non-prevailing party shall pay all reasonable costs and expenses (including, without limitation, attorneys' fees and expenses at both the trial and appellate levels) incurred

by or on behalf of the prevailing party in connection with the successful enforcement of any rights or obligations hereunder following an Event of Default.

ARTICLE XXII
No Waivers

22.1 Failure to Require Strict Performance. The failure of either Party to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, and such right to insist upon strict performance shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt by Landlord of Base Rent or partial payments thereof or Additional Rent or partial payments thereof with knowledge of breach by Tenant of any obligation of this Lease shall not be deemed a waiver of such breach. Failure on the part of Landlord or Tenant to complain of any action or non action on the part of the other, no matter how long the same may continue, shall never be a waiver by Tenant or Landlord, respectively, of any of the other's rights hereunder. The consent or approval of Landlord or Tenant to or of any action by the other requiring such consent or approval shall not be construed to waive or render unnecessary Landlord's or Tenant's consent or approval to or of any subsequent similar act by the other.

22.2 Partial Payments. No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account of the earliest installment of any payment due from Tenant under the provisions hereof. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

ARTICLE XXIII
Curing Tenant's Defaults

23.1 Landlord's Right to Perform. If Tenant shall default in the performance of any of Tenant's obligations under this Lease, Landlord, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Tenant, without notice in a case of emergency, and in any other case only if such default continues after the expiration of any applicable notice and cure periods.

23.2 Landlord's Costs. Bills for any reasonable, out-of-pocket expenses incurred by Landlord in connection with any such performance by it for the account of Tenant, and bills for all costs, expenses and disbursements of every kind and nature whatsoever, including reasonable counsel fees and disbursements, involved in collecting or endeavoring to collect the Base Rent or Additional Rent or any part thereof or enforcing or endeavoring to enforce any rights against Tenant or Tenant's obligations hereunder, under or in connection with this Lease or pursuant to law, including any such cost, expense and disbursement involved in instituting and prosecuting summary proceedings or in recovering possession of the Premises after default by Tenant or upon the expiration or sooner termination of this Lease, and interest on all sums advanced by Landlord (at the Interest Rate or the maximum rate permitted by law, whichever is less) may be sent by Landlord to Tenant monthly, or immediately, at its option, and such amounts shall be due and payable as Additional Rent in accordance with the terms of such bills.

ARTICLE XXIV
Brokerage

Landlord and Tenant each represents and acknowledges to the other that it has not dealt with any real estate broker in consummating this Lease, and that no conversation or prior negotiations were had with any broker concerning the renting of the Premises. Landlord and Tenant each hereby holds the other harmless against any claim for brokerage commission(s) arising out of any dealings, conversations or negotiations had by either with any broker claiming to have dealt the indemnifying Party.

ARTICLE XXV
Notices

Any notices under this Lease must be in writing and must be sent (i) by personal delivery, (ii) by United States registered or certified mail (postage prepaid), (iii) by electronic mail, or (iv) by an independent overnight courier service, addressed to the addresses specified below or at such other place as a Party may designate to the other Parties by written notice given in accordance with this Section. Notices given by registered or certified mail are deemed effective three (3) Business Days after the Party sending the notice deposits the notice with the United States Post Office. Notices given by electronic mail are deemed effective on the Business Day transmitted (or, if transmitted on a day that is not a Business Day, then on the next occurring Business Day). Notices delivered by overnight courier are deemed effective on the next Business Day after the day the Party delivering the notice timely deposits the notice with the courier for overnight (next day) delivery.

If to Landlord:	TA Las Vegas 4760 EBR LLC c/o Turner-Agassi Charter School Facilities Fund, L.P. 3000 Olympic Blvd. Building 5, Suite 2120 Santa Monica, CA 90404 Attention: Glenn Pierce Email: gpierce@turnerimpact.com
With Copies to:	TA Las Vegas 4760 EBR LLC c/o Turner-Agassi Charter School Facilities Fund, L.P. 3000 Olympic Blvd. Building 5, Suite 2120 Santa Monica, CA 90404 Attention: Bari Cooper Sherman, Esq. Email: bsherman@ turnerimpact.com
And to:	TA Las Vegas 4760 EBR LLC c/o Turner-Agassi Charter School Facilities Fund, L.P. 3000 Olympic Blvd. Building 5, Suite 2120 Santa Monica, CA 90404 Attention: Aarthi Sowrirajan Email: asowrirajan@ turnerimpact.com
And to:	Quarles & Brady LLP 411 East Wisconsin Avenue Suite 2350

Milwaukee, WI 53202
Attn: Michael J. Ostermeyer
Facsimile: (414) 978-8956
Email: michael.ostermeyer@quarles.com

If to Tenant: Mater Academy of Nevada
c/o Academica Nevada
1378 Paseo Verde Parkway
Suite 200
Henderson, NV 89012
Email: rreeves@academicanv.com

With Copy to: Mater Academy of Nevada
c/o Academica Nevada
1378 Paseo Verde Parkway
Suite 200
Henderson, NV 89012
Attn: Colin Bringhurst, Esq., General Counsel
Email: colin.bringhurst@academicanv.com

And to: Wolfe & Wyman LLP
6757 Spencer Street
Las Vegas, NV 89119
Attn: Robert B. Ryder
Email: rbryder@wolfewyman.com

Any notice by either Party hereto, whether required or permissible hereunder, may be given by such Party's then current attorney, which notice, when given by such attorney, shall be deemed equally as effective as if given by such Party directly.

ARTICLE XXVI
Estoppel Certificates

Within ten (10) Business Days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord, any mortgagee or prospective mortgagee, any purchaser or prospective purchaser of Landlord or the Premises, a sworn statement certifying: (i) the Commencement Date and the Rent Commencement Date of this Lease; (ii) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications to this Lease, that this lease is in full force and effect, as modified, and stating the date and nature of such modifications); (iii) the date to which the rent and other sums payable under this Lease have been paid; (iv) the fact that there are no current defaults under this Lease by either Landlord or Tenant except as specified in Tenant's statement; and (v) such other matters as may be reasonably requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this ARTICLE XXVI may be relied upon by any mortgagee, beneficiary or purchaser, and Tenant shall be liable for all loss, cost or expense resulting from the failure of any sale or funding of any loan caused by any material misstatement contained in such estoppel certificate. Tenant irrevocably agrees that if Tenant fails to execute and deliver such certificate within such ten (10) Business Day period Landlord or Landlord's beneficiary or agent may execute and deliver such certificate on Tenant's behalf, and that such certificate shall be fully binding on Tenant.

ARTICLE XXVII
Holdover

If Tenant, with Landlord's written consent, holds over at the end of the Term, Tenant shall become a tenant at will and any such holding over shall not constitute an extension of this Lease. During such holding over, Tenant shall pay rent and other charges at the highest monthly rate provided for herein and shall be subject to all conditions, provisions and obligations of this Lease in effect on the last day of the Term. If Tenant holds over at the end of the term without Landlord's written consent, such holding over shall be treated as a daily tenancy at sufferance at a rate equal to the greater of (i) two (2) times the Base Rent then in effect and (ii) the fair market rent plus Additional Rent and other additional charges herein provided (prorated on a daily basis) and shall otherwise be on the terms and conditions set forth in this Lease as far as applicable. Without limiting the foregoing, Tenant shall also be responsible for, and indemnify and hold Landlord harmless from and against, all loss, cost and damage suffered by Landlord (including without limitation loss of rental or loss of a tenant) as a result of any such holding over.

ARTICLE XXVIII
Representations and Warranties

28.1 Tenant. Tenant represents and warrants as follows:

28.1.1 There are no actions, suits or proceedings pending or, to the knowledge of Tenant, threatened against or affecting Tenant, at law or in equity or before any federal, state, municipal or governmental department, commission, board, bureau, agency or instrumentality which would impair Tenant's ability to perform its obligations under this Lease.

28.1.2 This Lease has been duly approved by the Authorizer as required under applicable Legal Requirements (including, without limitation, under the terms of the *Nevada Charter School Operation Manual* (January 2014), as currently in effect).

28.1.3 This Lease has been duly authorized, executed and delivered by Tenant and constitutes the legal, valid and binding obligation of Tenant.

28.1.4 The consummation of the transactions hereby contemplated and the performance of this Lease shall not result in any breach or violation of, or constitute a default under any lease, bank loan or credit agreement to which Tenant is a party.

28.2 Landlord. Landlord represents and warrants as follows:

28.2.1 There are no actions, suits or proceedings pending or, to the knowledge of Landlord, threatened against or affecting Landlord, at law or in equity or before any federal, state, municipal or governmental department, commission, board, bureau, agency or instrumentality which would impair Landlord's ability to perform its obligations under this Lease.

28.2.2 This Lease has been duly authorized, executed and delivered by Landlord and constitutes the legal, valid and binding obligation of Landlord.

28.2.3 The consummation of the transactions hereby contemplated and the performance of this Lease shall not result in any breach or violation of, or constitute a default under any lease, bank loan or credit agreement to which Landlord is a party.

28.2.4 Except as indicated by the Environmental Site Assessment, Landlord has no actual knowledge of any Hazardous Materials existing on or under the Premises as of the date of the Environmental Site Assessment.

ARTICLE XXIX
Miscellaneous Provisions

29.1 Liability of Landlord; Transfer of Landlord's Interest.

29.1.1 Tenant agrees to look solely to Landlord's equity interest in the Premises at the time of recovery for recovery of any judgment against Landlord, and agrees that none of the following shall be personally liable for any such judgment, or for the payment of any monetary obligation to Tenant: Landlord; any member or constituent partner of Landlord; any successor to Landlord; or any successor to any member or constituent partner of Landlord. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or any successor of Landlord, or to take any action not involving the personal liability of Landlord or any successor of Landlord to respond in monetary damages from Landlord's assets other than Landlord's equity interest in the Premises.

29.1.2 Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Premises and in this Lease. Tenant agrees that in the event of any such transfer, Landlord shall automatically be released from all liability under this Lease, and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder accruing after the date of transfer. Such transferee shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by Landlord, including the return of any Security Deposit, and Tenant shall attorn to such transferee. Tenant further acknowledges that Landlord may assign its interest in this Lease to any lender as security. Tenant agrees that such an assignment shall not release Landlord from its obligations hereunder and that Tenant shall continue to look to Landlord for the performance of its obligations hereunder unless and until Landlord's lender succeeds to Landlord's interest under this Lease.

29.1.3 Notwithstanding any contrary provision herein, neither Landlord nor any Landlord Party shall be liable to Tenant or any Person claiming under Tenant under any circumstances for injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring, or for any indirect or consequential damages.

29.1.4 Any repairs or restoration required or permitted to be made by Landlord under this Lease may be made during normal business hours, and Landlord shall have no liability for damages to Tenant for inconvenience, annoyance or interruption of business arising therefrom.

29.2 Recording. Landlord and Tenant agree not to record the within Lease, but shall, simultaneously with their execution and delivery of this Lease, execute, deliver, and record a Memorandum of Lease, which Memorandum shall be in recordable form and in content substantially conforming to the form attached hereto as Exhibit 29.2. In no event shall such document set forth rent or other charges payable by Tenant under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

29.3 Confidentiality and Publicity.

29.3.1 Tenant agrees that (i) this Lease and the terms contained herein, (ii) all information regarding the Premises of whatever nature made available to Tenant or any Tenant Party by Landlord or any Landlord Party, and (iii) the results of all tests and studies of the Premises (altogether, collectively, the "**Confidential Information**") shall be treated by Tenant as strictly confidential. Accordingly, Tenant shall not disclose, and Tenant shall not permit any Tenant Party to disclose, the

same to any third party without the written consent of Landlord; provided, however, that, Tenant shall not hereby be precluded from disclosure of Confidential Information (including, without limitation, this Lease) that may be compelled by Legal Requirements, or from disclosing this Lease (and the terms contained herein) to its attorneys, accountants, auditors, lenders, and other professionals who may be bound to Tenant by duties of confidence. Tenant acknowledges that the terms of this provision shall not limit Landlord from making Confidential Information available to its investors, members, constituent partners, attorneys, accountants, auditors, lenders, and other professionals who may be bound to Landlord by duties of confidence, as well as to brokers, lenders, principals, agents, employees, and others involved in any sale, financing, or other transfer of Landlord's interest in the Property.

29.3.2 If Tenant or any Tenant Party is required by Legal Requirements to provide this Lease or disclose any of its terms, or otherwise disclose any Confidential Information, Tenant shall give Landlord prompt notice of such requirement before making disclosure (provided that Legal Requirements allow such notice prior to disclosure) so that Landlord may seek an appropriate protective order. If Landlord does not seek or is not successful in obtaining a protective order, or if Tenant or such Tenant Party is compelled to make disclosure without waiting for Landlord to act, Tenant shall only disclose, and shall only permit the Tenant Party to disclose, portions of the Confidential Information that are required to be disclosed, and Tenant and such Tenant Party shall exercise reasonable efforts to obtain assurance that confidential treatment shall be accorded to the Confidential Information so disclosed.

29.3.3 Tenant shall not, and Tenant shall not permit any Tenant Party to, at any time issue a press release or otherwise communicate with media representatives regarding this Lease, the Premises or any other Confidential Information unless such release or communication has received the prior written approval of Landlord, which may be granted or withheld in Landlord's sole discretion.

29.4 When Lease Becomes Binding; Entire Agreement. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and this Lease expressly supersedes any proposals or other written documents relating hereto. The entire agreement between the Parties respecting the Lease of the Premises and all matters covered or mentioned in the Lease is contained in this Lease, which expressly incorporates all of the following:

- Exhibit 1.1: Legal Description of the Premises
- Exhibit 2.2: Commencement Date Certificate
- Exhibit 2.4.1: Option Sale Agreement
- Exhibit 3.1: Base Rent Schedule
- Exhibit 3.1 (Alternative 1): Alternate Base Rent Schedule
- Exhibit 3.3.1: Escrow Agreement
- Exhibit 6.1-1: Development Summary
- Exhibit 6.1-2: Schematic Plans
- Exhibit 6.4: Budget
- Exhibit 11.1.1: Building Maintenance Checklist
- Exhibit 16.3: Form of License Agreement
- Exhibit 29.2: Memorandum of Lease

This Lease may not be altered, changed or amended except by an instrument in writing signed by both Parties. This Lease may be modified or altered only by written agreement between Landlord and

Tenant, and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof.

29.5 Unavoidable Delay. Except as expressly provided in this Lease, if Landlord or Tenant is delayed or prevented from performing any of its respective obligations because of strikes, lockouts, labor troubles, inability to procure materials, failure of power, governmental restrictions, litigation which results in an injunction prohibiting or otherwise delaying the continuity of such construction or other acts, or other reasons not within the reasonable control of the Party delayed in performing such obligation (each an "**Unavoidable Delay**"), then the period of such delays shall be deemed added to the time herein provided for the performance of any such obligation and the defaulting Party shall not be liable for losses or damages caused by such delays; *provided, however*, that this Section shall not (i) affect Tenant's obligation to pay Base Rent or any obligation of Landlord or Tenant that can be satisfied by the payment of money, or (ii) extend any date(s) for giving notice pursuant to Section 2.3.

29.6 Consent. If Tenant shall request Landlord's consent and Landlord shall fail or refuse to give such consent, Tenant shall not be entitled to any damages for any withholding by Landlord of its consent, it being intended that Tenant's sole remedy shall be an action for specific performance or injunction, and such remedy shall be available only in those cases where Landlord has expressly agreed in writing not to unreasonably withhold or delay its consent or where as a matter of law Landlord may not unreasonably withhold or delay its consent. Furthermore, whenever Tenant requests Landlord's consent or approval (whether or not provided for herein), Tenant shall pay to Landlord, on demand, as Additional Rent, any reasonable expenses incurred by Landlord (including without limitation reasonable attorneys' fees and costs, if any) in connection therewith.

29.7 PATRIOT Act. As an inducement to Landlord to enter into this Lease, Tenant hereby represents and warrants that: (i) Tenant is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("**OFAC**") pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, "**Specially Designated National and Blocked Person**" or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a "**Prohibited Person**"); (ii) Tenant is not (nor is it owned, controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) from and after the effective date of the above-referenced Executive Order, Tenant (and any person, group, or entity which Tenant controls, directly or indirectly) has not knowingly conducted and may not knowingly conduct business, nor has or may Tenant knowingly engage in any transaction or dealing with any Prohibited Person in violation of the U.S. PATRIOT Act or any OFAC rule or regulation, including without limitation any assignment of this Lease or any subletting of all or any portion of the Premises or the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation. In connection with the foregoing, it is expressly understood and agreed that (x) any breach by Tenant of the foregoing representations and warranties shall be deemed an immediate Event of Default by Tenant under Section 21.1 (without the benefit of notice or grace) and shall be covered by the indemnity provisions of Section 8.1, and (y) the representations and warranties contained in this subsection shall be continuing in nature and shall survive the expiration or earlier termination of this Lease.

29.8 No Partnership. The relationship of the Parties is that of landlord and tenant and no partnership, joint venture or participation is hereby created.

29.9 Excavation. If an excavation shall be made upon land adjacent to or under the Building, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such

excavation, license to enter the Premises for the purpose of performing such work as said person shall deem necessary or desirable to preserve and protect the Building from injury or damage to support the same by proper foundations, without any claim for damages or liability against Landlord and without reducing or otherwise affecting Tenant's obligations under this Lease.

29.10 Choice of Law. This Lease shall be governed by and construed in accordance with the laws of the State of Nevada. Landlord and Tenant hereby consent and submit irrevocably to the jurisdiction of the state and federal courts located in the State of Nevada with respect to the provisions of this Lease.

29.11 Waiver of Jury Trial. Each Party hereby voluntarily and knowingly waives trial by jury, to the extent permitted by Legal Requirements, in any action, proceeding, or counterclaim by either Party against the other Party on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, any emergency or statutory remedy, or any act or omission of any Party with respect to this Lease or the Premises. In the event of litigation, this Lease may be filed as a written consent to a trial by the court without a jury.

29.12 Independent Covenants. This Lease shall be construed as though the covenants herein (including, without limitation, Tenant's obligation to pay Rent) between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to perform any such obligations at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord.

29.13 Successors and Assigns. Except as herein otherwise provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant (except in the case of Tenant, however, only such assigns as may be permitted hereunder) and, if Tenant shall be an individual, upon and to his heirs, executors, administrators, successors and permitted assigns. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant.

29.14 Joint and Several Liability. If there is more than one (1) person or entity named as Tenant hereunder, the obligations of Tenants hereunder shall be joint and several obligations of each of Tenant. In accordance with the terms of this Lease, Landlord may proceed against any or all Tenants in the event of a default hereunder subject to any defenses as may be available to any Tenant.

29.15 Obligation of Tenant. As required under the Charter School Contract, Landlord hereby acknowledges the following: (i) that the provisions of this Lease are enforceable only to the extent that such provisions comply with applicable Legal Requirements; and (ii) that the Authorizer shall not be contractually bound to Landlord on the Tenant's account for any obligation arising under this Lease.

29.16 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original. Executed counterparts of this Lease may be delivered by electronic mail, and such documents shall be effective as original executed instruments.

29.17 Application, Construction, and Interpretation. If any provisions of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. The captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring

construction against the Party causing this Lease to be drafted. All terms and words used in this Lease, shall be deemed to include any other number and any other gender as the context may require.

[*Signatures begin on next page.*]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

TENANT:

Mater Academy of Nevada,
a Nevada public charter school

By: Sheila Maulton
Name: Sheila Maulton
Title: Board Chairperson

LANDLORD:

TA Las Vegas 4760 EBR LLC,
a Delaware limited liability company

By:_____
Name: Bari Cooper Sherman
Title: Vice President/Secretary

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

TENANT:

Mater Academy of Nevada,
a Nevada public charter school

By:_____
Name:
Title:

LANDLORD:

TA Las Vegas 4760 EBR LLC,
a Delaware limited liability company

By:_____
Name: Bari Cooper Sherman
Title: Vice President/Secretary

Business	Legal

EXHIBIT 1.1
Legal Description of the Premises

That portion of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 29, Township 20 South, Range 62 East, M.D.M., City of Las Vegas, Clark County, Nevada described as follows:

BEGINNING at the Southwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence North along the West line thereof, a distance of 1346.39 feet to the Northwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence East along the North line thereof to a West line of Sunland Village, as recorded in the Office of the Clark County, Nevada Recorder on File in Book 16 of Plats, Page 21;
Thence South 00°36'41" East along said West line, a distance of 224.34 feet;
Thence North 87°12'13" East, a distance of 121.77 feet;
Thence South 0°33'43" West, a distance of 897.56 feet;
Thence North 87°11'30" East, a distance of 152.78 feet to the East line of the West Half (W ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence South along said East line to the Southeast Corner of Southeast Quarter (SE ¼);
Thence West along the South line of said Section 29 to the TRUE POINT OF BEGINNING.

Together with that portion conveyed to Bonanza-Marion, LLC in Quitclaim Deed recorded March 6, 2008 in Book 20080306 as Document No. 04050, of Official Records.

Excepting Therefrom a strip of land 150 feet in width, lying 75 feet on each side of the following described centerline:

COMMENCING at the Northwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said section 29;
Thence South 1°13'50" West along the along the West line of said Southeast Quarter (SE ¼), 96.92 feet to the TRUE POINT OF BEGINNING of the herein described centerline:
Thence South 28°47'28" East, 1396.58 feet to a point on the South line of said Southeast Quarter (SE ¼), said point bears North 87°57'07" East 699.89 feet from the South Quarter corner of said Section 29, said point also being the point of termination. The side lines of said strip of land are to be lengthened or shortened as to begin on the North line and the West line and to terminate on the South line, of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29.

Further Excepting Therefrom those portions conveyed for road purposes by Deeds recorded September 3, 1954 in Book 20 as Document No. 19378, June 24, 1955 in Book 59 as Document No. 50172, May 11, 1964 in Book 537 as Document No. 432173, June 3, 1974 in Book 431 as Document No. 390442, January 20, 1995 in Book 950120 as Document No. 01869, all of Official Records, Clark County, Nevada.

Further Excepting Therefrom that portion conveyed to the City of Las Vegas, a municipal corporation by Grant Bargain and Sale Deed, recorded September 8, 2006 in Book 20060908 as Document no. 0003357, of Official Records as re-recorded July 25, 2007 in Book 20070725 as Document No. 00348, of Official Records.

Further Excepting Therefrom that portion conveyed to the City of Las Vegas by Quitclaim Deed recorded February 12, 2007 in Book 20070212 as Document No. 02683, February 29, 2008 in Book 20080229 as Document No. 02841, as re-recorded May 15, 2008 in Book 20080515 as Document No. 00582 and in that

certain Grant Deed recorded February 29, 2008 in Book 20080229 as Document No. 02842, of Official Records.

NOTE: The above metes and bounds legal description appeared previously in the deed recorded October 15, 2012 in Book 20121015 as Document No. 000304, of Official Records.

EXHIBIT 2.2
Commencement Date Certificate

This Agreement, made this __ day of _____, 2017 between TA LAS VEGAS 4760 EBR LLC ("**Landlord**") and MATER ACADEMY OF NEVADA ("**Tenant**").

W I T N E S S E T H :

WHEREAS, by a certain Lease (hereinafter called "the **Lease**"), dated as of September ___, 2016, Landlord leased to Tenant the parcel of land located in City of Las Vegas, Clark County, State of Nevada, more particularly described on Exhibit 1.1 of the Lease, together with all buildings existing and to be constructed by Landlord thereupon (altogether, the "Premises"); and

WHEREAS, Tenant is now in possession of the Premises; and

WHEREAS, under the provisions of the Lease, Landlord and Tenant agreed to execute, acknowledge and deliver to each other an agreement setting forth the Rent Commencement Date.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The Commencement Date of the Lease was _____, 2017.

2. The Rent Commencement Date of the Lease was _____, 2017.

3. The Expiration Date of the Term is the 30th day of June, 2046.

4. The Base Rent as of the date hereof is $ _____.

5. The Additional Rent payable to Landlord as of the date hereof is $_____.

6. The Lease is in full force and effect and has not been modified, supplemented or amended in any way.

7. That all terms and conditions to be performed by the Landlord and Tenant under the terms of the Lease have been satisfied unless noted in an appendix to this Agreement; that as of the date hereof, there are no existing defenses or offsets against the Landlord or Tenant under the Lease terms; and that no rent has been paid in advance, except as may be provided for in the Lease and the rent has continued to be paid in accordance with said lease since the Rent Commencement Date.

8. Tenant is in occupancy of the leased Premises.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the day and year first above written.

LANDLORD:

WITNESS:

TA Las Vegas 4760 EBR LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

_____

TENANT:

WITNESS:

Mater Academy of Nevada,
a Nevada public charter school

By: _____
Name: _____
Title: _____

_____

EXHIBIT 2.4.1
Option Sale Agreement

THIS SALE AGREEMENT (this "**Agreement**"), effective as of _____, 20__ (the "**Purchase Option Date**"), by and between TA LAS VEGAS 4760 EBR LLC ("**Seller**"), and MATER ACADEMY OF NEVADA ("**Buyer**"). For purposes of this Agreement, Seller and Buyer shall together be known as the "**Parties**," and each shall be known as a "**Party**."

W I T N E S S E S:

For other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties do hereby agree as follows:

ARTICLE 1
SALE OF PROPERTY

Seller agrees to sell, transfer and assign and Buyer agrees to purchase, accept and assume, subject to the terms and conditions set forth in this Agreement, all of Seller's right, title and interest in and to that certain real property, located in the City of Las Vegas, Clark County, State of Nevada, that is more particularly described on the Addendum A attached to and made a part of this Agreement, together with the building(s) thereon that have been constructed by Seller, and all fixtures and improvements located therein and thereon that are owned by Seller as of the Closing Date (altogether, the "**Property**").

ARTICLE 2
PURCHASE PRICE

2.1 Purchase Price. The purchase price for the Property shall be $_____ (the "**Purchase Price**"). The Purchase Price shall be payable as provided in Section 2.2. [Note: Purchase Price to be established in accordance with Section 2.4.3 of that certain Lease Agreement entered into between the Parties and dated as of September ___, 2016.]

2.2 Payment of Purchase Price. Upon the complete execution and delivery of this Agreement, Buyer shall remit to the Title Company (as defined below) (the "**Escrow Agent**") a sum equal to three percent (3%) of the Purchase Price (together with all interest earned thereon, the "**Deposit**"), which Deposit shall be held in escrow for application and disbursement as the Deposit under the terms of this Agreement. At the consummation of the transactions contemplated hereby (the **"Closing"**), the balance of the Purchase Price in excess of the Deposit, plus or minus any prorations, shall be payable by Buyer to Seller in immediately available funds. This sale shall be closed through Escrow Agent on terms reasonably acceptable to Buyer and Seller.

The Deposit shall be held by the Escrow Agent in an interest-bearing account in a financial institution mutually satisfactory to the Parties. Buyer and Seller hereby acknowledge and agree that the Deposit is, as of the Effective Date, fully-earned by the Seller and is non-refundable in all circumstances (although applicable to the Purchase Price at Closing), except as expressly provided in Section 9.2 hereof. If the sale of the Property shall be consummated, the Deposit at Closing shall be paid to Seller and credited against the Purchase Price.

ARTICLE 3
AS-IS SALE

3.1 As-Is Sale. Buyer is the lessee of the Property and is intimately familiar with all aspects of the Property. Buyer acknowledges and agrees as follows: (i) the Property shall be sold, and Buyer shall accept possession of the Property on the Closing Date, "AS IS, WHERE IS, WITH ALL FAULTS", with no right of setoff or reduction in the Purchase Price, (ii) except as set forth in Section 7.2, none of the Seller or its agents, advisors, officers, directors employees, affiliates, members, constituent partners, managers or representatives (collectively, "**Seller Parties**") have or shall be deemed to have made any verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory or otherwise) to Buyer with respect to the Property, (iii) Buyer has independently confirmed to its satisfaction all information that it considers material to its purchase of the Property, and (iv) Buyer expressly understands and acknowledges that it is possible that unknown problems, conditions, losses, costs, damages, claims, liabilities, expenses, demands and obligations may exist with respect to the Property (clauses (i), (ii), (iii) and (iv), the "**Liabilities**") and that Buyer explicitly took that possibility into account in determining and agreeing to the Purchase Price, and that a portion of such consideration, having been bargained for between the Parties with the knowledge of the possibility of such unknown Liabilities, shall be given in exchange for a full accord and satisfaction and discharge of all such Liabilities.

3.2 Release. BUYER HEREBY RELEASES EACH OF THE SELLER PARTIES FROM, AND WAIVES ANY AND ALL LIABILITIES AGAINST EACH OF THE SELLER PARTIES, WHETHER ARISING OR ACCRUING BEFORE, ON OR AFTER THE DATE HEREOF AND WHETHER ATTRIBUTABLE TO EVENTS OR CIRCUMSTANCES WHICH HAVE HERETOFORE OR MAY HEREAFTER OCCUR. WITHOUT LIMITATION ON THE GENERALITY OF THE FOREGOING, THE FOREGOING RELEASE INCLUDES, WITHOUT LIMITATION, A RELEASE OF ANY AND ALL LIABILITIES WITH RESPECT TO (AND LIABILITIES INCLUDE, WITHOUT LIMITATION) THE STRUCTURAL, PHYSICAL, OR ENVIRONMENTAL CONDITION OF THE PROPERTY; AND ANY AND ALL LIABILITIES RELATING TO THE RELEASE OF OR THE PRESENCE, DISCOVERY OR REMOVAL OF ANY SUBSTANCE, CHEMICAL, WASTE OR MATERIAL THAT IS OR BECOMES REGULATED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY BECAUSE OF ITS TOXICITY, INFECTIOUSNESS, RADIOACTIVITY, EXPLOSIVENESS, IGNITABILITY, CORROSIVENESS OR REACTIVITY, INCLUDING, WITHOUT LIMITATION, ASBESTOS OR ANY SUBSTANCE CONTAINING MORE THAN 0.1 PERCENT ASBESTOS, THE GROUP OF COMPOUNDS KNOWN AS POLYCHLORINATED BIPHENYLS, FLAMMABLE EXPLOSIVES, OIL, PETROLEUM OR ANY REFINED PETROLEUM PRODUCT (COLLECTIVELY, "**HAZARDOUS MATERIALS**") IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR, CONNECTED WITH OR ARISING OUT OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON CERCLA (COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, 42 U.S.C. §§9601 *ET SEQ.*, AS AMENDED BY SARA (SUPERFUND AMENDMENT AND REAUTHORIZATION ACT OF 1986) AND AS MAY BE FURTHER AMENDED FROM TIME TO TIME), THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, 42 U.S.C. §§6901 ET SEQ., OR ANY RELATED CLAIMS OR CAUSES OF ACTION OR ANY OTHER FEDERAL, STATE OR MUNICIPAL BASED STATUTORY OR REGULATORY CAUSES OF ACTION FOR ENVIRONMENTAL CONTAMINATION AT, IN, ABOUT OR UNDER THE PROPERTY. EXCEPT WITH RESPECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7.2 BELOW, WITHOUT LIMITATION ON THE GENERALITY OF

THE FOREGOING, NEITHER BUYER NOR ANY OF BUYER'S AFFILIATES NOR ANY OF THEIR REPRESENTATIVES, EMPLOYEES, OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, CONTRACTORS, SUCCESSORS, ASSIGNS OR INVITEES (COLLECTIVELY, THE "**BUYER PARTIES**") SHALL HAVE ANY CLAIM, RIGHT OR DEFENSE AGAINST SELLER OR ANY OF THE SELLER PARTIES WITH RESPECT TO, IN CONNECTION WITH OR ARISING OUT OF THE PROPERTY, AND BUYER WAIVES, ON BEHALF OF BUYER AND THE BUYER PARTIES, ANY AND ALL SUCH CLAIMS, RIGHTS AND DEFENSES OF BUYER AND THE BUYER PARTIES AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND THE SELLER PARTIES FROM AND AGAINST ANY AND ALL SUCH CLAIMS, RIGHTS AND DEFENSES OF BUYER AND THE BUYER PARTIES.

_____ _____

Seller's Initials **Buyer's Initials**

ARTICLE 4
CLOSING COSTS

Buyer shall pay the following costs and expenses associated with the transactions contemplated hereby (the "**Transaction**"): (i) all recording and filing charges in connection with the instrument by which Seller conveys the Property; (ii) all escrow or closing charges; (iii) all premiums and charges of the Title Company for the Title Policy (as hereinafter defined); (iv) all charges for any current survey of the Property required for issuance of the Title Policy; (v) all transfer taxes, sales taxes, and similar charges, if any, applicable to the transfer of the Property to Buyer; (vi) all fees due Buyer's attorneys in connection with the Transaction; (vii) all fees due Seller's attorneys in connection with the Transaction, up to a maximum of $25,000; and (viii) all lenders' fees related to any financing to be obtained by Buyer. The obligations of the Parties under this Article 4 shall survive the Closing (and not be merged therein) or any earlier termination of this Agreement.

ARTICLE 5
CLOSING

5.1 Closing Date. Closing shall occur on a date mutually agreed by the Parties (the "**Closing Date**"), which Closing Date shall be _____ [SPECIFY DATE established by Notice of Exercise delivered in conformity with Section 2.4.1 of that certain Lease Agreement entered into between the Parties and dated as of September ___, 2016]. The Parties shall conduct an escrow-style closing through the Title Company (acting as the Escrow Agent), so that it will not be necessary for any Party to attend the closing of the Transaction.

5.2 Title Transfer and Payment of Purchase Price. Provided all conditions precedent to Seller's obligations hereunder have been satisfied, Seller agrees to convey the Property to Buyer upon confirmation of receipt of the Purchase Price by the Escrow Agent as set forth below. Notwithstanding the foregoing, in addition to its other rights and remedies, Seller shall have the right to terminate this Agreement at any time if such payment is not received in Seller's designated account by 5:00 p.m. local time at the Property on the Closing Date.

5.3 Seller's Closing Deliveries. No later than 5:00 p.m. local time at the Property on the last Business Day (defined as every calendar day Monday through Friday, inclusive, but excluding legal holidays of the United States and the State of Nevada) before the Closing Date, Seller shall deliver or cause to be delivered the following:

(a) Deed. A Grant, Bargain and Sale Deed in the form of Addendum B attached hereto and incorporated herein by this reference ("**Deed**") executed and acknowledged by Seller, conveying title to the Property in fee simple absolute free and clear of liens and encumbrances except only the following: recorded easements for utilities and for the distribution of municipal services of every kind serving the Property; recorded building and use restrictions; agreements entered into under any municipal, zoning, or building codes or regulations; taxes and assessments, general and special, levied in the year of the Closing and thereafter, not yet due; and the Original Encumbrances (as defined in Section 6.2(c) below).

(b) Bill of Sale. A bill of sale in the form of Addendum C attached hereto and incorporated herein by this reference ("**Bill of Sale**") executed and acknowledged by Seller.

(c) Non-Foreign Status Affidavit. A non-foreign status affidavit substantially in the form of Addendum D attached hereto and incorporated herein by this reference, as required by Section 1445 of the Internal Revenue Code executed by Seller.

(d) Drawings. To the extent not already obtained by or delivered to Buyer, copies of any survey of the Property and any architectural or engineering drawings of the Property and utilities layout plans in Seller's possession or under its control; provided, however, that Seller makes no representation or warranty with respect to the same.

(e) Warranties. Copies of all assignable warranties and guaranties of the equipment or improvements located at the Property to the extent in Seller's possession or control; provided, however, that Seller makes no representation or warranty with respect to the same.

(f) Title Company Documents. An owner's affidavit, a so-called "gap" affidavit, undertaking or indemnity, as applicable, and a broker lien affidavit, as may be customarily supplied to the Title Company to enable the Title Company to issue the Title Policy; provided, however, that such affidavits, undertakings and/or indemnities shall reflect that Buyer has leased all of the Property before the Closing Date pursuant to that certain Lease Agreement dated as of September ___, 2016 pursuant to which Seller, as Landlord, leased the Property to Buyer, as Tenant (the "**Lease**").

(g) Evidence of Authority. Documentation to establish to Buyer's reasonable satisfaction the due authorization of Seller's disposition of the Property and Seller's execution of this Agreement and the documents required to be delivered by Seller and the consummation of the Transaction.

(h) Other Documents. Such other documents as may be reasonably required by the Title Company or may be agreed upon by Seller and Buyer to consummate the Transaction.

5.4 Buyer's Closing Deliveries. No later than 5:00 p.m. local time at the Property on the last Business Day before the Closing Date, Buyer shall deliver or cause to be delivered the following:

(a) Purchase Price. The Purchase Price, plus any other amounts required to be paid by Buyer at Closing.

(b) Bill of Sale. The Bill of Sale executed by Buyer.

(c) Evidence of Authority. Documentation to establish to Seller's reasonable satisfaction the due authorization of Buyer's acquisition of the Property and Buyer's

execution of this Agreement and the documents required to be delivered by Buyer and the consummation of the Transaction.

(d) Other Documents. Such other documents as may be reasonably required by the Title Company or may be agreed upon by Seller and Buyer to consummate the Transaction.

ARTICLE 6
CONDITIONS TO CLOSING

6.1 Conditions to Seller's Obligations. Seller's obligation to close the Transaction is conditioned on all of the following, any or all of which may be waived by Seller by an express written waiver, at its sole option:

(a) Representations True. All representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such date except to the extent they expressly relate to an earlier date;

(b) Buyer's Financial Condition. No petition has been filed by or against Buyer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing; and

(c) Buyer's Deliveries Complete. Buyer shall have delivered the funds required hereunder and all of the documents to be executed by Buyer set forth in Section 5.4 and shall have performed all other covenants, undertakings and obligations, and complied with all conditions required by this Agreement, to be performed or complied with by Buyer at or before the Closing Date.

6.2 Conditions to Buyer's Obligations. Buyer's obligation to close the Transaction is conditioned on all of the following, any or all of which may be expressly waived by Buyer in writing, at its sole option:

(a) Representations True. The representations made by Seller in Section 7.2 shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such.

(b) Seller's Deliveries Complete. Seller shall have delivered all of the documents and other items required pursuant to Section 5.3 and shall have performed all other covenants, undertakings and obligations, and complied with all conditions required by this Agreement, to be performed or complied with by Seller at or before the Closing Date.

(c) Title Policy. At Closing, Chicago Title Insurance Company or its successor (the "**Title Company**") shall issue to Buyer an owner's title insurance policy, with customary extended coverage endorsements, in the amount of Buyer's purchase financing, showing title to the Property to be vested in Buyer subject only to (i) taxes and assessments, general and special, not yet due and payable, (ii) any exceptions created by Buyer or any of Buyer's agents, representatives, invitees, employees, contractors or affiliates or anyone claiming by or through any of the foregoing, (iii) exceptions shown on that certain Commitment for Title Insurance Order number 15013205-076-BB issued by Chicago Title Insurance Company (by its agent, Chicago Title of Nevada, Inc.) and dated June 26, 2016 (as later amended by the Title Company) (iv) agreements entered into under any municipal, zoning, or building codes or regulations, and (v) exceptions necessary to permit the use of the Property for the uses

permitted under the Lease ((i)-(v) altogether being known as the "**Original Encumbrances**") (the "**Title Policy**").

6.3 Waiver of Failure of Conditions Precedent. At any time or times on or before the date specified for the satisfaction of any condition, Seller or Buyer may elect in writing to waive the benefit of any such condition set forth in Section 6.1 or Section 6.2, respectively. By closing the Transaction, Seller and Buyer shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in Section 6.1 and Section 6.2, respectively. If any of the conditions set forth in Sections 6.1 or 6.2 are neither waived nor fulfilled, Seller or Buyer (as appropriate) may exercise such rights and remedies, if any, that such Party may have pursuant to the terms of Article 9 hereof.

6.4 Waiver of Tender of Deed and Purchase Monies. The tender of an executed Deed by Seller and the tender by Buyer of the portion of the Purchase Price payable at Closing are mutually waived, but nothing in this Agreement shall be construed as a waiver of Seller's obligation to deliver the Deed and/or of the concurrent obligation of Buyer to pay the portion of the Purchase Price payable at Closing.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

7.1 Buyer's Representations. Buyer represents and warrants to, and covenants with, Seller as follows:

7.1.1 Buyer's Authorization. Buyer (i) is duly organized (or formed), validly existing and in good standing under the laws of its State of organization and, to the extent required by law, the State in which the Property is located, (ii) is authorized to consummate the Transaction and fulfill all of its obligations hereunder, and (iii) has all necessary power to execute and deliver this Agreement and all documents contemplated hereby to be executed by Buyer, and to perform all of Buyer's obligations hereunder and thereunder. This Agreement and all Closing documents to be executed by Buyer have been duly authorized by all requisite partnership, corporate or other required action on the part of Buyer and are the valid and legally binding obligation of Buyer, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement or any other document to be executed by Buyer, nor the performance of the obligations of Buyer hereunder or thereunder will result in the violation of any law or any provision of the organizational documents of Buyer or will conflict with any order or decree of any court or governmental instrumentality of any nature by which Buyer is bound.

7.1.2 Buyer's Financial Condition. No petition has been filed by or against Buyer under the Federal Bankruptcy Code or any similar state or federal law.

7.1.3 PATRIOT Act Compliance. Neither Buyer nor, to Buyer's actual knowledge, any person, group, entity or nation that Buyer is acting, directly or indirectly for, or on behalf of, is named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or is otherwise a banned or blocked person, group, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, and Buyer is not engaging in this Transaction, directly or, to Buyer's actual knowledge, indirectly, on behalf of, or instigating or facilitating this Transaction, directly or, to Buyer's actual knowledge, indirectly, on behalf of, any such person, group, entity or nation. Buyer is not engaging in this

Transaction, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. None of the funds of Buyer have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in Buyer is prohibited by law or that the Transaction or this Agreement is or will be in violation of law. Buyer has and shall continue to implement procedures, and has consistently and shall continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times before Closing.

7.2 Seller's Representations.

7.2.1 Seller's Authorization. Seller represents and warrants to Buyer that Seller (i) is duly organized (or formed), validly existing and in good standing under the laws of its State of organization and, to the extent required by law, the State in which the Property is located, (ii) is authorized to consummate the Transaction and fulfill all of its obligations hereunder and under all documents to be executed by Seller pursuant hereto, and (iii) has all necessary power to execute and deliver this Agreement and such other documents to be executed by Seller, and to perform all of Seller's obligations hereunder and thereunder. This Agreement and all documents to be executed by Seller pursuant hereto have been duly authorized by all requisite partnership, corporate or other required action on the part of Seller and are the valid and legally binding obligation of Seller, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement or the other documents to be executed by Seller pursuant hereto, nor the performance of the obligations of Seller hereunder or thereunder will result in the violation of any law or any provision of the organizational documents of Seller or will conflict with any order or decree of any court or governmental instrumentality of any nature by which Seller is bound.

7.2.2 Seller's Financial Condition. No petition has been filed by or against Seller under the Federal Bankruptcy Code or any similar state or federal law.

7.2.3 PATRIOT Act Compliance. Neither Seller nor to Seller's actual knowledge, any person, group, entity or nation that Seller is acting, directly or indirectly for, or on behalf of, is named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or is otherwise a banned or blocked person, group, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, and Seller is not engaging in this Transaction, directly or, to Seller's actual knowledge, indirectly, on behalf of, or instigating or facilitating this Transaction, directly or, to Seller's actual knowledge, indirectly, on behalf of, any such person, group, entity or nation. Seller is not engaging in this Transaction, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. Seller has and shall continue to implement procedures, and has consistently and shall continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times before Closing.

7.3 Survival. The representations set forth in this Article 7 shall survive the Closing or any termination of this Agreement.

7.4 Maximum Liability. In the event of a breach of Section 7.2.1 before Closing, Buyer's sole remedy shall be to terminate this Agreement; provided, however, that Seller shall have the right to cure such breach and to extend the Closing Date to do so.

ARTICLE 8
BROKERS

Each Party represents to the other that it has not dealt with any broker in connection with the Transaction to whom a commission or fee is or may be owing as a result of the Transaction. Seller agrees to hold Buyer harmless and indemnify Buyer from and against any and all fees, commissions, costs, claims or expenses (including reasonable attorneys' fees, expenses and disbursements) suffered or incurred by Buyer as a result of any claims by any party claiming to have represented Seller as broker in connection with the Transaction. Buyer agrees to hold Seller harmless and indemnify Seller from and against any and all fees, commissions, costs, claims or expenses (including reasonable attorneys' fees, expenses and disbursements) suffered or incurred by Seller as a result of any claims by any other party claiming to have represented Buyer as broker in connection with the Transaction. This Article 8 shall survive the Closing or any termination of this Agreement.

ARTICLE 9
DEFAULT

9.1 By Buyer. If, on or before the Closing Date, (i) Buyer is in default of any of its obligations hereunder, or (ii) any of Buyer's representations or warranties herein are, in the aggregate, untrue, inaccurate or incorrect, in any material respect, or (iii) the Closing otherwise fails to occur by reason of Buyer's failure or refusal to perform its obligations hereunder, then Seller may elect to (a) terminate this Agreement by written notice to Buyer and receive immediate payment of the Deposit as liquidated damages for Buyer's default; (b) waive the condition and proceed to close the Transaction; or (c) exercise any and all remedies allowed at law, in equity, or otherwise, and recover damages. If this Agreement is so terminated, then neither Party shall have any further rights or obligations hereunder other than any arising under any section herein which expressly provides that it survives the termination of this Agreement.

9.2 By Seller. If, at the Closing, (i) Seller is in default of any of its obligations hereunder, or (ii) any of Seller's representations or warranties herein are, in the aggregate, untrue, inaccurate or incorrect in any material respect, or (iii) the Closing otherwise fails to occur by reason of Seller's failure or refusal to perform its obligations hereunder, then Buyer shall have the right, to elect, as its sole and exclusive remedy, to (a) terminate this Agreement by written notice to Seller and receive an immediate refund of the Deposit, and thereafter, the Parties shall have no further rights or obligations hereunder except for obligations which expressly survive the termination of this Agreement, (b) waive the condition and proceed to close the Transaction, or (c) if the Closing fails to occur, seek specific performance of this Agreement by Seller. As a condition precedent to Buyer exercising any right it may have to bring an action for specific performance hereunder, Buyer must commence such an action within thirty (30) Business Days after the occurrence of Seller's default. Buyer agrees that its failure to timely commence such an action for specific performance within such thirty (30) Business Day period shall be deemed a waiver by it of its right to commence an action for specific performance as well as a waiver by it of any right it may have to file or record a notice of *lis pendens* or notice of pendency of action or similar notice against any portion of the Property.

ARTICLE 10
CONDEMNATION/CASUALTY

10.1 Allocation of Proceeds and Awards. If a condemnation or casualty occurs, except for a condemnation of the entire Property or complete destruction of all of the building(s) and improvements on the Property in which case either Buyer or Seller may elect to terminate this Agreement, this Agreement shall remain in full force and effect, Buyer shall acquire the remainder of the Property upon the terms and conditions set forth herein and at the Closing and, if Seller has

received such awards or proceeds, after deducting any costs of collection, Seller shall pay the same to Buyer, and if Seller has not received such awards or proceeds, Seller shall assign to Buyer at the Closing (without recourse to Seller) the rights of Seller to, and Buyer shall be entitled to receive and retain, such awards or proceeds.

10.2 Waiver. The provisions of this Article 10 supersede the provisions of any applicable laws with respect to the subject matter of this Article 10.

ARTICLE 11
MISCELLANEOUS

11.1 Buyer's Assignment. Buyer may not assign this Agreement or its rights hereunder to any individual or entity without the prior written consent of Seller, which consent Seller may grant or withhold in its reasonable discretion, and any such assignment without such consent shall be null and void ab initio. Any transfer, directly or indirectly, of any stock, partnership interest or other ownership interest in Buyer shall constitute an assignment of this Agreement.

11.2 Survival/Merger. Except for the provisions of this Agreement, and of the Lease, that are explicitly stated to survive the Closing, (i) none of the terms of this Agreement shall survive the Closing, and (ii) the delivery of the Purchase Price, the Deed and the other documents to be delivered in connection herewith and the acceptance thereof shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Buyer and Seller to be performed hereunder.

11.3 Integration; Waiver. This Agreement, together with the Exhibits hereto, embodies and constitutes the entire understanding between the Parties with respect to the Transaction and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the Party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No waiver by either Party of any failure or refusal by the other Party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

11.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State in which the Property is located, without reference to any choice of law provisions or principles.

11.5 Captions Not Binding; Exhibits. The captions in this Agreement are inserted for reference only and in no way define, describe or limit the scope or intent of this Agreement or of any of the provisions hereof. All Exhibits attached hereto shall be incorporated by reference as if set out herein in full.

11.6 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.7 Severability. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11.8 Notices. Any notices under this Agreement must be in writing and must be sent (i)

by personal delivery, (ii) by United States registered or certified mail (postage prepaid), (iii) by electronic mail, or (iv) by an independent overnight courier service, addressed to the addresses specified below or at such other place as a Party may designate to the other Parties by written notice given in accordance with this Section. Notices given by registered or certified mail are deemed effective three (3) Business Days after the Party sending the notice deposits the notice with the United States Post Office. Notices given by electronic mail are deemed effective on the Business Day transmitted (or, if transmitted on a day that is not a Business Day, then on the next occurring Business Day). Notices delivered by overnight courier are deemed effective on the next Business Day after the day the Party delivering the notice timely deposits the notice with the courier for overnight (next day) delivery.

If to Seller:	TA Las Vegas 4760 EBR LLC c/o Turner-Agassi Charter School Facilities Fund, L.P. 3000 Olympic Blvd. Santa Monica, CA 90404 Attention: Glenn Pierce Email: gpierce@turnerimpact.com
With Copies to:	TA Las Vegas 4760 EBR LLC c/o Turner-Agassi Charter School Facilities Fund, L.P. 3000 Olympic Blvd. Santa Monica, CA 90404 Attention: Bari Cooper Sherman, Esq. Email: bsherman@turnerimpact.com
And to:	TA Las Vegas 4760 EBR LLC c/o Turner-Agassi Charter School Facilities Fund, L.P. 3000 Olympic Blvd. Santa Monica, CA 90404 Attention: Aarthi Sowrirajan Email: asowrirajan@turnerimpact.com
And to:	Quarles & Brady LLP 411 East Wisconsin Avenue Suite 2350 Milwaukee, WI 53202 Attn: Michael J. Ostermeyer Facsimile: (414) 978-8956 Email: michael.ostermeyer@quarles.com
If to Buyer:	Mater Academy of Nevada c/o Academica Nevada 1378 Paseo Verde Parkway Suite 200 Henderson, NV 89012 Email: rreeves@academicanv.com
With Copy to:	Mater Academy of Nevada

c/o Academica Nevada
1378 Paseo Verde Parkway
Suite 200
Henderson, NV 89012
Attn: Colin Bringhurst, Esq., General Counsel
Email: colin.bringhurst@academicanv.com

And to: Wolfe & Wyman LLP
6757 Spencer Street
Las Vegas, NV 89119
Attn: Robert B. Ryder
Email: rbryder@wolfewyman.com

Any notice by either Party, whether required or permissible hereunder, may be given by such Party's then current attorney, which notice, when given by such attorney, shall be deemed equally as effective as if given by such Party directly.

11.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

11.10 No Recordation. Seller and Buyer each agrees that neither this Agreement nor any memorandum or notice hereof shall be recorded and Buyer agrees (i) not to file any notice of pendency or other instrument (other than a judgment) against the Property or any portion thereof in connection herewith and (ii) to indemnify Seller against all Liabilities (including reasonable attorneys' fees, expenses and disbursements) incurred by Seller by reason of the filing by Buyer of such notice of pendency or other instrument. Notwithstanding the foregoing, if the same is permitted pursuant to applicable law, Buyer shall be entitled to record a notice of *lis pendens* if Buyer is entitled to seek (and is actually seeking) specific performance of this Agreement by Seller in accordance with the terms of Section 9.2 hereof.

11.11 Additional Agreements; Further Assurances. Subject to the terms and conditions herein provided, each of the Parties shall execute and deliver such documents as the other Party shall reasonably request in order to consummate and make effective the Transaction; provided, however, that the execution and delivery of such documents by such Party shall not result in any additional liability or cost to such Party.

11.12 Construction. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement, any amendment or modification hereof or any of the Closing documents.

11.13 Time of Essence. Time is of the essence with respect to this Agreement.

11.14 Waiver of Jury Trial. Each of the Parties hereby agrees to waive its respective rights to a jury trial of any claim or cause of action based on or arising out of: this Agreement or any other document or instrument between the Parties relating to this Agreement; the Property; or any dealings between the Parties relating to the subject matter of this Agreement. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court without a jury.

11.15 Email Signatures. Signatures to this Agreement transmitted by electronic mail shall be valid and effective to bind the Party so signing. Each Party agrees to promptly deliver an executed original of this Agreement with its actual signature to the other Party, but a failure to do so

shall not affect the enforceability of this Agreement, it being expressly agreed that each Party shall be bound by its own emailed signature and shall accept the emailed signature of the other Party.

11.16 Attorneys' Fees. Should any action or other proceeding be necessary to enforce any of the provisions of this Agreement or the various obligations or transactions contemplated hereto, or in the event of any dispute between the Parties relating to this Agreement, the prevailing Party shall be entitled to recover, in addition to any other relief to which such Party may be entitled, its actual attorneys' fees and costs, and all referee and reference proceeding fees, costs and expenses, incurred in connection with the prosecution or defense, as the case may be, of such action.

[*Signatures begin on next page.*]

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed as of the Purchase Option Date.

SELLER:

TA Las Vegas 4760 EBR LLC,
a Delaware limited liability company

By:_____
Name:
Title:

BUYER:

Mater Academy of Nevada,
a Nevada public charter school

By:_____
Name:
Title:

ADDENDUM A
(of Attachment 2 to Exhibit 2.4)

LEGAL DESCRIPTION

That portion of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 29, Township 20 South, Range 62 East, M.D.M., City of Las Vegas, Clark County, Nevada described as follows:

BEGINNING at the Southwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence North along the West line thereof, a distance of 1346.39 feet to the Northwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence East along the North line thereof to a West line of Sunland Village, as recorded in the Office of the Clark County, Nevada Recorder on File in Book 16 of Plats, Page 21;
Thence South 00°36'41" East along said West line, a distance of 224.34 feet;
Thence North 87°12'13" East, a distance of 121.77 feet;
Thence South 0°33'43" West, a distance of 897.56 feet;
Thence North 87°11'30" East, a distance of 152.78 feet to the East line of the West Half (W ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence South along said East line to the Southeast Corner of Southeast Quarter (SE ¼);
Thence West along the South line of said Section 29 to the TRUE POINT OF BEGINNING.

Together with that portion conveyed to Bonanza-Marion, LLC in Quitclaim Deed recorded March 6, 2008 in Book 20080306 as Document No. 04050, of Official Records.

Excepting Therefrom a strip of land 150 feet in width, lying 75 feet on each side of the following described centerline:

COMMENCING at the Northwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said section 29;
Thence South 1°13'50" West along the along the West line of said Southeast Quarter (SE ¼), 96.92 feet to the TRUE POINT OF BEGINNING of the herein described centerline:
Thence South 28°47'28" East, 1396.58 feet to a point on the South line of said Southeast Quarter (SE ¼), said point bears North 87°57'07" East 699.89 feet from the South Quarter corner of said Section 29, said point also being the point of termination. The side lines of said strip of land are to be lengthened or shortened as to begin on the North line and the West line and to terminate on the South line, of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29.

Further Excepting Therefrom those portions conveyed for road purposes by Deeds recorded September 3, 1954 in Book 20 as Document No. 19378, June 24, 1955 in Book 59 as Document No. 50172, May 11, 1964 in Book 537 as Document No. 432173, June 3, 1974 in Book 431 as Document No. 390442, January 20, 1995 in Book 950120 as Document No. 01869, all of Official Records, Clark County, Nevada.

Further Excepting Therefrom that portion conveyed to the City of Las Vegas, a municipal corporation by Grant Bargain and Sale Deed, recorded September 8, 2006 in Book 20060908 as Document no. 0003357, of Official Records as re-recorded July 25, 2007 in Book 20070725 as Document No. 00348, of Official Records.

Further Excepting Therefrom that portion conveyed to the City of Las Vegas by Quitclaim Deed recorded February 12, 2007 in Book 20070212 as Document No. 02683, February 29, 2008 in Book 20080229 as Document No. 02841, as re-recorded May 15, 2008 in Book 20080515 as Document No. 00582 and in that certain Grant Deed recorded February 29, 2008 in Book 20080229 as Document No. 02842, of Official Records.

NOTE: The above metes and bounds legal description appeared previously in the deed recorded October 15, 2012 in Book 20121015 as Document No. 000304, of Official Records.

ADDENDUM B
(of Attachment 2 to Exhibit 2.4)

FORM OF DEED

APN:

When Recorded Mail To:

Mail Tax Bills to:

Name
Address
City, State, Zip

RPTT:

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That TA Las Vegas 4760 EBR LLC, a Delaware limited liability company ("Grantor"), having an office at _____ _____, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to _____, a _____ ("Grantee"), its successors and assigns, all right, title and interest in, to and under the tracts, pieces or parcels of real property situated in the County of Clark, State of Nevada, more particularly described on Exhibit A attached hereto and incorporated herein by reference.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

SUBJECT TO current taxes and assessments and existing liens, encumbrances, right-of-way, easements, restrictions, reservations and other matters of record.

Dated as of the _____ day of , 20 .

TA Las Vegas 4760 EBR LLC,
a Delaware limited liability company

By:

Print Name:

Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of _____}

On _____ before me, [_____], personally appeared _____ _____,who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

ADDENDUM C
(of Attachment 2 to Exhibit 2.4)

FORM OF BILL OF SALE

THIS BILL OF SALE (this **"Bill of Sale"**), is made as of _____, 20___ by and between TA LAS VEGAS 4760 EBR LLC (**"Seller"**) and MATER ACADEMY OF NEVADA (**"Buyer"**).

W I T N E S S E S:

WHEREAS, pursuant to the terms of that certain Sale Agreement, dated as of _____, 20__, by and between Seller and Buyer (as the same may be amended or modified, the "**Sale Agreement**"), Seller agreed to sell to Buyer, *inter alia*, certain real property, the improvements located thereon and certain rights appurtenant thereto, all as more particularly described in the Sale Agreement (collectively, the "**Real Property**"). Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Sale Agreement; and

WHEREAS, in connection with the above described conveyance Seller desires to sell, transfer and convey to Buyer certain items of tangible personal property as hereinafter described.

NOW, THEREFORE, in consideration of the receipt of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid in hand by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller has GRANTED, CONVEYED, SOLD, TRANSFERRED, SET OVER and DELIVERED and by these presents does hereby GRANT, SELL, TRANSFER, SET OVER and DELIVER to Buyer, its legal representatives, successors and assigns, and Buyer hereby accepts (i) all right, title and interest in and to all tangible personal property owned by Seller that is located on the Real Property and used in the ownership, operation and maintenance of the Real Property, (ii) a non-exclusive interest in any assignable warranties and guaranties of the equipment or improvements located at the Real Property, and (iii) a non-exclusive interest in any assignable representations which Seller received from its seller when it acquired the Real Property.

This Bill of Sale is made without any covenant, warranty or representation by, or recourse against, Seller as more expressly set forth in the Sale Agreement and without limitation on the foregoing is subject to the terms and provisions of Article 3 of the Sale Agreement, which is incorporated herein by reference.

This Bill of Sale may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

If any term or provision of this Bill of Sale or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Bill of Sale or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Bill of Sale shall be valid and enforced to the fullest extent permitted by law.

Signatures to this Bill of Sale transmitted by electronic mail shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Bill of Sale with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Bill of Sale, it being expressly agreed that each party to this Bill of Sale shall be bound by its own emailed signature and shall accept the emailed signature of the other party to this Bill of Sale.

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale to be effective as of the date first set forth hereinabove.

SELLER:

TA Las Vegas 4760 EBR LLC,
a Delaware limited liability company

By:_____
Name:
Title:

BUYER:

Mater Academy of Nevada,
a Nevada public charter school

By:_____
Name:
Title:

ADDENDUM D
(of Attachment 2 to Exhibit 2.4)

FORM OF FIRPTA AFFIDAVIT

Section 1445 of the Internal Revenue Code (the **"Code"**) provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a United States real property interest by TA LAS VEGAS 4760 EBR LLC (**"Seller"**), the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); and

2. Seller is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Code; and

3. Seller's U.S. employer taxpayer identification number is _____; and

4. Seller's office address is _____.

Seller understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under the penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Dated: _____, 20___

SELLER:

TA Las Vegas 4760 EBR LLC,
a Delaware limited liability company

By:_____
Name:
Title:

EXHIBIT 3.1
Base Rent Schedule

Lease Year	Period	Base Rent	Monthly Installments
1	Rent Commencement Date-June 30, 2018	$486,000	$40,500
2	July 1, 2018-June 30, 2019	$624,375	$52,031
3	July 1, 2019-June 30, 2020	$798,000	$66,500
4	July 1, 2020-June 30, 2021	$900,000	$75,000
5	July 1, 2021-June 30, 2022	$1,062,627	$88,552
6	July 1, 2022-June 30, 2023	$1,146,094	$95,508
7	July 1, 2023-June 30, 2024	$1,171,308	$97,609
8	July 1, 2024-June 30, 2025	$1,197,077	$99,756
9	July 1, 2025-June 30, 2026	$1,223,413	$101,951
10	July 1, 2026-June 30, 2027	$1,250,328	$104,194
11	July 1, 2027-June 30, 2028	$1,277,835	$106,486
12	July 1, 2028-June 30, 2029	$1,305,947	$108,829
13	July 1, 2029-June 30, 2030	$1,334,678	$111,223
14	July 1, 2030-June 30, 2031	$1,364,041	$113,670
15	July 1, 2031-June 30, 2032	$1,394,050	$116,171
16	July 1, 2032-June 30, 2033	$1,424,719	$118,727
17	July 1, 2033-June 30, 2034	$1,456,063	$121,339
18	July 1, 2034-June 30, 2035	$1,488,096	$124,008
19	July 1, 2035-June 30, 2036	$1,520,834	$126,736
20	July 1, 2036-June 30, 2037	$1,554,293	$129,524
21	July 1, 2037-June 30, 2038	$1,588,487	$132,374
22	July 1, 2038-June 30, 2039	$1,623,434	$135,286
23	July 1, 2039-June 30, 2040	$1,659,149	$138,262
24	July 1, 2040-June 30, 2041	$1,695,651	$141,304
25	July 1, 2041-June 30, 2042	$1,732,955	$144,413
26	July 1, 2042-June 30, 2043	$1,771,080	$147,590
27	July 1, 2043-June 30, 2044	$1,810,044	$150,837
28	July 1, 2044-June 30, 2045	$1,849,865	$154,155
29	July 1, 2045-June 30, 2046	$1,890,562	$157,547

EXHIBIT 3.1 (Alternative 1)
Alternate Base Rent Schedule

Lease Year	Period	Base Rent	Monthly Installments
1	Rent Commencement Date-June 30, 2018	$540,000	$45,000
2	July 1, 2018-June 30, 2019	$693,750	$57,813
3	July 1, 2019-June 30, 2020	$836,000	$69,667
4	July 1, 2020-June 30, 2021	$960,000	$80,000
5	July 1, 2021-June 30, 2022	$1,062,627	$88,552
6	July 1, 2022-June 30, 2023	$1,136,870	$94,739
7	July 1, 2023-June 30, 2024	$1,161,881	$96,823
8	July 1, 2024-June 30, 2025	$1,187,443	$98,954
9	July 1, 2025-June 30, 2026	$1,213,566	$101,131
10	July 1, 2026-June 30, 2027	$1,240,265	$103,355
11	July 1, 2027-June 30, 2028	$1,267,551	$105,629
12	July 1, 2028-June 30, 2029	$1,295,437	$107,953
13	July 1, 2029-June 30, 2030	$1,323,936	$110,328
14	July 1, 2030-June 30, 2031	$1,353,063	$112,755
15	July 1, 2031-June 30, 2032	$1,382,830	$115,236
16	July 1, 2032-June 30, 2033	$1,413,253	$117,771
17	July 1, 2033-June 30, 2034	$1,444,344	$120,362
18	July 1, 2034-June 30, 2035	$1,476,120	$123,010
19	July 1, 2035-June 30, 2036	$1,508,594	$125,716
20	July 1, 2036-June 30, 2037	$1,541,783	$128,482
21	July 1, 2037-June 30, 2038	$1,575,703	$131,309
22	July 1, 2038-June 30, 2039	$1,610,368	$134,197
23	July 1, 2039-June 30, 2040	$1,645,796	$137,150
24	July 1, 2040-June 30, 2041	$1,682,004	$140,167
25	July 1, 2041-June 30, 2042	$1,719,008	$143,251
26	July 1, 2042-June 30, 2043	$1,756,826	$146,402
27	July 1, 2043-June 30, 2044	$1,795,476	$149,623
28	July 1, 2044-June 30, 2045	$1,834,977	$152,915
29	July 1, 2045-June 30, 2046	$1,875,346	$156,279

EXHIBIT 3.3.1
Form of Escrow Agreement
(Mater Academy – East Bonanza)

THIS ESCROW AGREEMENT (this "**Agreement**"), dated as of September___, 2016 (the "**Effective Date**"), and entered into by and among Mater Academy of Nevada, a Nevada public charter school (the "**Depositor**"), TA Las Vegas 4760 EBR LLC, a Delaware limited liability company (the "**Agent**"), and Zions First National Bank, a national banking association (the "**Bank**"). For purposes of this Agreement, Depositor, Agent, Bank, and Lender (as defined below), if any, following the delivery as contemplated herein of a Lender Acknowledgement (as defined below) collectively shall be known as the "**Parties"** hereto, and individually shall be known as a "**Party**" hereto.

WITNESSES:

WHEREAS, Depositor and Nevada's State Public Charter School Authority (the "**Board**") have entered into the Charter School Agreement dated March 31, 2014 (as amended, modified, replaced, renewed, and extended from time to time—including, without limitation, by an Amendment to the Charter School Contract dated August 24, 2015—the "**Charter School Contract**"), for the Depositor's operation of "Mater Academy of Nevada," a public charter school duly authorized under the Legal Requirements of the State of Nevada;

WHEREAS, Depositor and Agent as of September ___, 2016 entered into the Lease Agreement (as modified, if at all, the "**Lease**"), pursuant to which Lease the Agent has let to the Depositor, and the Depositor has leased from the Agent certain real property located in the City of Las Vegas, Clark County, State of Nevada that is legally described on the Attachment 1 attached to and made a part of this Agreement, together with certain improvements located and to be located thereon (altogether, the "**Premises**");

WHEREAS, pursuant to Section 3.3.1 of the Lease, Depositor covenanted and agreed to pay Base Rent and Additional Rent owed under the Lease, and to do so (A) promptly when due, (B) without notice or demand therefor, and (C) without any abatement, deduction or set off for any reason whatsoever unless expressly provided in the Lease;

WHEREAS, likewise pursuant to Section 3.3.1 of the Lease, Depositor covenanted and agreed to pay Base Rent in the manner and pursuant to the terms of this Agreement;

WHEREAS, Agent may enter into a construction loan agreement and/or permanent loan agreement with respect to the Premises (as amended, restated, supplemented or otherwise modified, the "**Lender Loan Agreement**") with a lender selected by Agent at Agent's sole discretion (the "**Lender**");

WHEREAS, the Depositor, as customer, Nevada State Bank, as depository bank, and each secured party named therein and party thereto, including Agent, has entered into a Pass Through Account Control Agreement dated as of October 15, 2015 (the "**Pass Through Agreement**") concerning, among other terms, the receipt and disposition of certain State Payments, as defined in the Custodial Agreement, by Nevada State Bank, thereby complying with the requirement of Section 386.570, Nevada Revised Statutes, which requires that such State Payments must initially repose in a bank incorporated in the State of Nevada;

WHEREAS, the Depositor and the Bank, as custodian, have entered into a Custodial Account and Control Agreement dated as of October 15, 2015 (the "**Custodial Agreement**") concerning, among other terms, the receipt and disposition of certain State Payments, as defined in the Custodial Agreement;

WHEREAS, the Depositor has established account number 1931176 (the "**Subaccount**"). The sole purpose of the Subaccount is to accept all funds received in the Subaccount pursuant to the terms and conditions of, or otherwise by operation of, the Custodial Agreement (altogether, the "**Subaccount Funds**");

WHEREAS, the Subaccount shall, at all times during the Term of the Lease, be maintained with the Bank in the name of Depositor; and

WHEREAS, in consideration of certain financial accommodations to Depositor, Depositor desires to grant to Agent the right to act in place of Depositor in respect of the Subaccount, and of all funds in the Subaccount.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the Parties agree to the terms and conditions of this Agreement, as follows:

1. **Definitions**. Unless specifically defined in this Agreement, all capitalized terms appearing in this Agreement shall have the definitions provided in the Lease.

2. **Security Interest in Subaccount Funds and Subaccount**.

a. The Bank is hereby notified that the Depositor has granted, and hereby does grant, to the Agent a first priority security interest in the Subaccount Funds, in the Subaccount, in all checks, drafts, and other instruments received in the Subaccount, and in all proceeds thereof, including any interest earned thereon.

b. Depositor hereby represents and warrants to the Agent and the Bank that the Depositor has not, except for (i) a hypothecation of a portion of the Subaccount in favor of Zions Credit Corporation ("**Zions**"), with respect to an FFE Lease (the "**FFE Lease**") between Zions and the Depositor, and (ii) a hypothecation of a portion of the Subaccount in favor of Vectra Bank Colorado, National Association ("**Vectra**"), pursuant to a Business Loan Agreement dated August 5, 2015 with respect to a loan in the original principal amount of $365,000 as evidenced by a Promissory Note dated August 5, 2015 and secured by a Commercial Security Agreement dated August 5, 2015 (the "**FFE Loan**"), pledged any interest whatsoever in the Subaccount Funds or the Subaccount (including, without limitation, all checks, drafts, and other instruments received in the Subaccount, and all proceeds thereof, including any interest earned thereon) to any Person other than the Agent or granted to any Person any right to control the Subaccount Funds or the Subaccount. The hypothecations (i) securing the FFE Lease and the payment rights of Zions pursuant to the FFE Lease and (ii) securing the FFE Loan and the payment rights of Vectra pursuant to the FFE Loan are each, individually and/or taken together, subordinate in all respects to the security interest described in paragraph 2(a), above, and to any rights to payment of the Agent or the Lender hereunder. Further, the Depositor hereby covenants, for the benefit of the Agent, that the Depositor shall not, during the Term of the Lease, (i) pledge any interest whatsoever in the Subaccount Funds or the Subaccount (including, without limitation, all checks, drafts, and other instruments received in the Subaccount, and all proceeds thereof, including any interest earned thereon) to any person or entity, or (ii) grant to any Person any right to control the Subaccount Funds or the Subaccount, without the express written consent of the Agent, which may be granted or denied in the Agent's sole discretion.

3. **Authorization and Direction.**

a. Upon the execution and delivery of, and in accordance with, this Agreement, the Bank agrees that it will comply with the written instructions originated by the Agent directing disposition of the funds in the Subaccount without further consent by the Depositor or any other person or entity. Notwithstanding the immediately preceding sentence, the Agent agrees that, so long as Agent has not terminated the Lease pursuant to an Event of Default by Depositor thereunder, Agent shall

obtain the consent of Zions and (for so long as the FFE Loan remains outstanding) Vectra to any instructions to the Bank which do not conform to the provisions in this paragraph 3(a), such consent not to be unreasonably withheld or delayed by Zions or Vectra. From and after the Effective Date, until the Bank is otherwise directed in writing by the Agent, the Depositor hereby irrevocably authorizes and directs the Bank to comply solely with any written request by the Agent (or by the Depositor with the Agent's written consent) with regard to deposits into and withdrawals from, and services performed by the Bank with respect to, the Subaccount. The Depositor hereby agrees that any deposits into or withdrawals from the Subaccount now or hereafter directed by the Agent are authorized by the Depositor. Specifically, but not in limitation of the foregoing, the Depositor authorizes and directs the Bank to accept and process any written request by the Agent to withdraw all or any part of the funds in the Subaccount and to transfer the funds to an account at any other bank or banks and held in the name of the Agent or any other name.

b. The Parties intend that the language of Section 3(a), above, shall constitute control of the Subaccount pursuant to Section 9-104 of the Uniform Commercial Code, as the same is enacted in the Nevada Revised Statutes or under other applicable law. Accordingly, the following provisions shall supplement Section 3(a) without limiting the generality thereof:

(1) Except for the FFE Lease and the FFE Loan, during the term of this Agreement, the Bank shall neither accept nor comply with any order from the Depositor for the payment of any funds from the Subaccount to any third person, nor permit the Depositor to withdraw any funds from the Subaccount, without the specific written permission of the Agent.

(2) The Bank acknowledges receipt of the existence of the security interest in the Subaccount and the proceeds thereof, and recognizes the security interest granted by Section 3(a), above. All of the Bank's present and future rights against the Subaccount and the proceeds thereof are subject and subordinate to the Agent's security interest therein. Except for the FFE Lease and the FFE Loan, the Bank shall not enter into any agreement with any third party relating to the Subaccount, nor agree that it will comply with any order concerning the Subaccount originated by any third person, without the prior written consent of the Agent, provided, however, that each of the FFE Lease and FFE Loan is fully subordinate, as described in paragraph 2(b), above.

If and to the extent that the foregoing provisions of Section 3(b) contradict the Lease, the Lease shall be deemed amended to conform to the provisions set forth in this Section 3(b).

c. From and after the Effective Date, until the Effective Time (defined below) of a written notice to the contrary from the Agent to the Bank, the Depositor and the Agent specifically authorize and direct the Bank, and the Bank agrees that, upon Bank's receipt of Subaccount Funds (each date on which such sums are received being hereafter referred to as a "**Receipt Date**"), the Bank shall, within the Subaccount, immediately segregate from amounts so received a total amount that shall be equal to the sum of all of the following (altogether, the "**Agent's Rent**"), as such amounts shall be documented in writing by the Agent: (i) all amounts of Base Rent that shall become payable under Section 3.1 of the Lease between the Receipt Date and next Receipt Date; (ii) all amounts of Additional Rent that are reasonably expected to become payable to Agent under Section 3.2 of the Lease between the Receipt Date and next Receipt Date; and (iii) all arrearages of Base Rent (including, if applicable, any interest and penalties) payable under the Lease, as well as arrearages of Additional Rent (including, if applicable, any interest and penalties) payable under the Lease, in each instance to the extent owing as of the Receipt Date. If and to the extent that funds remain from the monthly State Payment after the payments of the Agent's Rent, to include amounts under subparts i-iii, inclusive, in the immediately preceding sentence, then monthly payments in an amount not to exceed the then applicable monthly payment due under the FFE Lease and the FFE Loan may be paid pursuant to the FFE Lease and/or the FFE Loan, respectively, until all amounts owing thereunder have been paid, it being agreed that subject

in all respects to this Agreement, Zions and Vectra may provide separate instruction to the Bank with respect to the order of payments as between the FFE Lease and the FFE Loan; provided however, that such separate instruction must be limited to the order of payments as between the FFE Lease and the FFE Loan and shall not in any way alter or effect the subordination of the FFE Lease and the FFE Loan in all respects to the security interest described in paragraph 2(a), above, and to any rights to payment of the Agent. In addition, from and after the delivery to Bank and Depositor of a fully executed Form of Acknowledgement and Agreement of Lender in the form attached hereto as Attachment 2 and made a part of this Agreement (the "**Lender Acknowledgement**"), until the Effective Time of a written notice to the contrary from the Agent to the Bank, the Depositor and the Agent specifically authorize and direct the Bank to deposit Agent's Rent, as and when due under the Lease, into the account established with Lender and identified in Schedule A to the Lender Acknowledgement in accordance with the wire instructions set forth in Schedule A to the Lender Acknowledgement (the "**Rent Collection Account**"). Notwithstanding anything in this Agreement to the contrary, the payment direction set forth in this Section 3(c) is irrevocable and may not be modified without the prior written consent of Lender (upon delivery to the Bank and Depositor of a fully executed Lender Acknowledgement), Zions, and Vectra (except, with respect to Zions and Vectra, as provided in Section 3(a)). Lender's rights and remedies with respect to the Rent Collection Account, and the funds at any time on deposit in the Rent Collection Account, shall be subject to terms and conditions of the Lender Loan Agreement.

d. After having segregated the Agent's Rent within the Subaccount for payment to the Rent Collection Account pursuant to Section 3(c) of this Agreement, and only after having retained from the Subaccount any fees owed to the Bank for its services under this Agreement, the remainder of Subaccount Funds actually received by the Bank shall immediately be transferred to one or more accounts of the Depositor, as directed from time to time by written designation of the Depositor.

4. Notices Concerning Subaccount.

a. Subject to Sections 3(a) and 4(b) of this Agreement, the Agent may send notice to the Bank at any time and from time to time to provide new instructions to the Bank with respect to the Subaccount. Any such notice shall be sent in a manner provided for in Section 13 of this Agreement and shall become effective as of the applicable Effective Time. The Bank shall use commercially reasonable efforts to comply with the new instructions contained in any such notice as promptly as possible, and in any event the Bank shall comply with such instruction not later than (i): the first full Business Day following the date upon which delivery occurs or is deemed to have occurred, if the time of delivery or deemed delivery occurs on or prior to 1:00 p.m. Las Vegas, Nevada time on the delivery date, or (ii) the second full Business Day following the date upon which delivery occurs or is deemed to have occurred, if the time of delivery or deemed delivery occurs after 1:00 p.m. Las Vegas, Nevada time on the delivery date. With respect to any instruction given to the Bank under this Section 4, the "**Effective Time**" for such instruction shall be the time set forth in clause (i) or clause (ii) of the preceding sentence, as applicable, or such earlier time as the Bank is able to comply with any such instruction through use of commercially reasonable efforts. Depositor acknowledges and agrees that neither Lender nor Agent shall have any liability for failure to provide direction to Bank with respect to any amounts due to Depositor.

b. The Bank may act upon the instructions of the Agent concerning the Subaccount provided in accordance with this Agreement until the Effective Time of Lender's written notice to the Bank directing the Lender's exclusive control of the Subaccount (a "**Notice of Exclusive Control**"). Thereafter, the Bank shall comply only with instructions received from Lender and not with instructions received from Agent or Depositor, subject to the following limited exceptions: (i) that the Bank shall, without Lender's written instructions, segregate funds within the Subaccount pursuant to Section 3(c) of this Agreement based on the Agent's written documentation of such amounts pursuant to such Section

3(c); and (ii) that the Bank shall, without Lender's written instructions, transfer funds as directed by the Depositor pursuant to Section 3(d) of this Agreement. Each of Agent and Depositor hereby disclaims any right of any nature whatsoever to control or otherwise direct or make any claim against the Subaccount Funds from time to time after delivery of such Notice of Exclusive Control.

c. If Agent intends to terminate the Lease as a result of an Event of Default by Depositor, Agent shall provide Zions, Vectra (for so long as the FFE Loan remains outstanding), and the then "Custodian" under the Custodial Agreement prior written notice of the same, which notice shall contain the effective date of such termination. After such termination, Agent shall provide Zions, Vectra (for so long as the FFE Loan remains outstanding), and the then "Custodian" under the Custodial Agreement with the following information, as applicable: (i) if Agent relets the Premises for the operation of a charter school, updated student enrollment for the Premises upon availability of information, or (ii) if Agent determines it will not relet the Premises for the operation of a charter school, then written notice stating that the student enrollment is zero (0).

5. **Lien.** Agent has granted, and hereby does grant, transfer, assign and set over to Lender, its successors and assigns, all of Agent's right, title and interest in and to, or arising under, this Agreement, the Subaccount, and the Subaccount Funds, and in all checks, drafts, and other instruments received in the Subaccount, and in all proceeds thereof, including any interest earned thereon, for the purpose of securing full and faithful payment when due of all Obligations (as defined in the Lender Loan Agreement). Notwithstanding any other provision of this Section 5, however, such lien of the Lender is limited to Rent (as defined in the Lease). Depositor and Agent hereby consent and agree to the foregoing. **This Section 5 shall become effective only upon, and then immediately upon, the delivery to Bank and Depositor of a Lender Acknowledgment.**

6. **Duties of Bank.** The Bank will exercise ordinary care in the performance of its duties. The Bank's duties in connection with this Agreement and the Subaccount are limited to the exercise of ordinary care. The Bank shall have the duty to comply with written requests made hereunder by the Agent to the same extent as if made in the absence of this Agreement by the Depositor. The Bank is entitled to rely on any information or instruction reasonably believed by the Bank to have been provided by the Agent. The Bank shall have no duty to know or determine the amount to be received into the Subaccount, and may conclusively rely on the amount(s) received in the Subaccount. Furthermore, the Bank shall have no duty to inquire into the source or use of any items or amounts deposited into the Subaccount. The Bank shall have no obligation to honor (but may honor in its sole discretion) any request by the Agent (or by the Depositor with the Agent's written consent), to pay out, withdraw, or transfer all or any funds in the Subaccount in excess of collected, available funds in the Subaccount. If the Bank receives any written instruction, notice, request, direction or information that requires further documentation, information or clarification to process, then notwithstanding the time that otherwise would be the Effective Time for such instruction, the Bank shall have no duty to act on any such written instruction, notice, request, direction or information until a reasonable time after it is actually received by the Bank, along with all relevant resolutions, signature cards and other supporting documentation reasonably requested by the Bank.

7. **Adjustments.** If the Bank at any time determines that there is an inaccuracy in the Subaccount, or that an entry previously posted to the Subaccount was revoked or did not become final (including but not limited to the return of deposited items unpaid), then (a) the Bank may debit such amount against the Subaccount, and (b) if the Bank (because of insufficient funds or for any other reason) cannot obtain payment of such amount by debiting the Subaccount, the Depositor agrees to pay such amount to the Bank immediately upon demand.

8. **Fees.** The Depositor agrees to be liable for all fees (including without limitation, balance deficiency fees) and charges related to the Subaccount (including any subaccount of the Subaccount).

The Bank shall request payment of such fees and charges from the Depositor; provided that if the Depositor does not pay any such fee or charge within thirty (30) calendar days of the Bank's demand, or if the Bank is unable for any reason to make demand on the Depositor, then (from and after the Effective Date) the Agent shall pay such amount to the Bank promptly upon the Bank's demand. The Bank may, at its sole option, debit any such fees and charges against the Subaccount.

9. **Indemnification.** The Depositor agrees to indemnify and, at the Bank's option, defend the Bank for, from, and against all liabilities, claims, losses and expenses (excluding routine operating expenses), including reasonable attorneys' fees, incurred by the Bank as a result of the Bank's entering into this Agreement or the Bank's reliance upon or compliance with this Agreement or any information or instruction received by the Bank from the Agent (or from the Depositor with the Agent's written consent) or for which the Agent is responsible.

10. **Limitation of Liability.** The Bank will be liable to the Agent or the Depositor under or in connection with this Agreement or the Subaccount, to make an adjustment to the Subaccount or to pay an amount beyond the final balance actually posted to the Subaccount by the Bank, only to the extent of the Depositor's or the Agent's losses and only to the extent such losses are caused by the Bank's willful misconduct or failure to exercise ordinary care. The amount of the Bank's liability under or in connection with this Agreement or the Subaccount, to make an adjustment to the Subaccount or otherwise, will be limited to (a) the refund of any amount wrongly debited or misdirected by the Bank from the Subaccount which the Agent was not obliged to pay, back-dated for account analysis purposes as of the date of the debit or misdirection (or at the Bank's election, without back-dating but with interest added, computed at the effective Federal Funds rate of the Bank in effect from time to time), and (b) after the Subaccount is closed, payment of the balance posted to the Subaccount. In no event will the Bank be liable for any special, incidental, or consequential damages. In no event will the Bank be liable as a result of an act or omission if it is due to compliance with this Agreement or with applicable laws, regulations, operating circulars, clearing house rules or funds-transfer system rules, any act or omission by the Agent or the Depositor, any act or omission by any other bank, clearing house, funds-transfer system, agent or other person, mechanical failure of the Bank's equipment, power failure, strike or lock-out, fire or other casualty, riot or civil commotion, windstorm, earthquake, flood or other Act of God, delay in transportation, governmental regulation or interference, or any event beyond the control of the Bank.

11. **Setoff.** Except to the extent that the Depositor or the Agent fails to pay any amount payable hereunder when and as due, the Bank waives any banker's lien or right of setoff against the Subaccount.

12. **Relation to Other Agreements.** This Agreement does not replace but is in addition to other agreements between the Depositor and the Bank that may now or hereafter apply to the Subaccount or any services provided by the Bank to the Depositor in connection therewith. In the event of any inconsistency between this Agreement and any other agreement between the Depositor and the Bank relating to the Subaccount and any services provided by the Bank to the Depositor in connection therewith, this Agreement will prevail. Except to the extent modified or superseded by this Agreement or arrangements made pursuant hereto between the Agent and the Bank, the specifications, authorizations, and instructions in effect with respect to the Subaccount shall not terminate by reason of the occurrence of the Effective Date. This Agreement constitutes the entire agreement among the Parties in connection with the subject matter of this escrow. The Bank shall have no duty to know or determine the performance or nonperformance of any provision of any agreement between or among the other Parties, including the Lease Agreement, and no other agreement shall be considered as adopted or binding, in whole or in part, upon the Bank notwithstanding that any such other agreement may be referred

to herein or deposited with the Bank, or that the Bank may have knowledge thereof, and the Bank's rights and responsibilities shall thus be governed solely by this Agreement.

13. **Notices.** Any notices under this Agreement must be in writing and must be sent (i) by personal delivery, (ii) by United States registered or certified mail (postage prepaid), (iii) by electronic mail or (iv) by an independent overnight courier service, addressed to the addresses specified below, or to such other address as may be hereafter designated in writing by the pertinent Party by written notice given in accordance with this Section. Notices given by registered or certified mail are deemed effective three (3) Business Days after the Party sending the notice deposits the notice with the United States Post Office. Notices given by electronic mail are deemed effective on the Business Day transmitted (or, if transmitted on a day that is not a Business Day, then on the next occurring Business Day). Notices delivered by overnight courier are deemed effective on the next Business Day after the day the Party delivering the notice timely deposits the notice with the courier for overnight (next day) delivery.

If to Depositor:	Mater Academy of Nevada c/o Academica Nevada 1378 Paseo Verde Parkway Suite 200 Henderson, NV 89012 Email: rreeves@academicanv.com
With Copy to:	Mater Academy of Nevada c/o Academica Nevada 1378 Paseo Verde Parkway Suite 200 Henderson, NV 89012 Attn: Colin Bringhurst, Esq., General Counsel Email: colin.bringhurst@academicanv.com
And to:	Wolfe & Wyman LLP 6757 Spencer Street Las Vegas, NV 89119 Attn: Robert B. Ryder Email: rbryder@wolfewyman.com
If to Agent:	TA Las Vegas 4760 EBR LLC c/o Turner-Agassi Charter School Facilities Fund, L.P. 3000 Olympic Blvd, Suite 2120 Santa Monica, CA 90404 Attention: Glenn Pierce Email: gpierce@turnerimpact.com
With Copies to:	TA Las Vegas 4760 EBR LLC c/o Turner-Agassi Charter School Facilities Fund, L.P. 3000 Olympic Blvd, Suite 2120 Santa Monica, CA 90404 Attention: Bari Cooper Sherman, Esq. Email: bsherman@turnerimpact.com
And to:	TA Las Vegas 4760 EBR LLC c/o Turner-Agassi Charter School Facilities Fund, L.P. 3000 Olympic Blvd, Suite 2120 Santa Monica, CA 90404

	Attention: Aarthi Sowrirajan Email: asowrirajan@turnerimpact.com
And to:	Quarles & Brady LLP 411 East Wisconsin Avenue Suite 2400 Milwaukee, WI 53202 Attn: Michael J. Ostermeyer Email: michael.ostermeyer@quarles.com
And with Copies to Lender at:	Lender's notice address set forth on the Lender Acknowledgement (if any)
If to Bank:	Zions First National Bank Attn: Corporate Trust, Ryan Pollihan 1001 Seventeenth Street, #850 Denver, Colorado 80202 Email: ryan.pollihan @zionsbank.com

Any notice by any Party, whether required or permissible hereunder, may be given by such Party's attorney, which notice, when given by such attorney, shall be deemed equally as effective as if given by such Party directly.

14. **Termination.** The Agent (with the Lender's prior, written consent if a Lender Acknowledgement has been delivered) may terminate this Agreement without terminating the Subaccount at any time upon written notice to the Bank. The Agent (with the Lender's prior, written consent if a Lender Acknowledgement has been delivered) or the Bank may terminate this Agreement and the Subaccount at any time upon notice to the other Parties. The Party terminating this Agreement and the Subaccount will give at least thirty (30) calendar days' prior written notice of termination to the other Parties (unless the Party terminating this Agreement and the Subaccount determines in its sole discretion that the continued existence of this Agreement and the Subaccount during the 30-day period would expose it to risk of loss). If the Bank receives a termination notice (with evidence of Lender's prior, written consent if a Lender Acknowledgement has been delivered) from the Agent, the Bank may conclusively presume, and rely on such presumption, that the Agent has given it to the Depositor. After termination of this Agreement and the Subaccount, subject to any other rights and duties of the Bank with respect to the balance in the Subaccount, the Bank will mail to the Agent a check for the balance, unless the Agent and the Bank have made alternative arrangements. Each Party agrees thereafter to pay to the other the amounts required to settle for any subsequently posted adjustments, such as debits for returned items. During the period of four (4) months following the effective date of termination of this Agreement and the Subaccount (and subject to any other rights and duties of the Bank with respect to property in the Bank's possession) the Bank will forward to the location specified by the Agent, at the Agent's expense, mail received by the Bank that is directed to the Subaccount. Termination shall not impair the obligations incurred hereunder with respect to pre-termination transactions, the indemnities herein made or the warranties deemed to have been made. **THIS AGREEMENT MAY NOT BE TERMINATED BY THE DEPOSITOR WITHOUT THE EXPRESSED, WRITTEN CONSENT OF BOTH THE AGENT AND THE LENDER TO SUCH TERMINATION.**

15. **Miscellaneous.** Unless the context requires otherwise, wherever used herein the singular shall include the plural and vice versa, and the use of one gender shall also denote the other. Captions herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof; references herein to Sections or provisions without reference to the document in which they are

contained are references to this Agreement. If there shall be more than one person or entity constituting the Depositor, each of them shall be primarily, jointly, and severally liable for all obligations of the Depositor. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one Agreement. This Agreement may not be amended in any manner other than by a written agreement executed by all Parties.

16. **Governing Law. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS BETWEEN THE PARTIES TO IT, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEVADA**. If any provision of this Agreement conflicts with any present or future provision of applicable law which by law may not be varied by agreement, then such provision of this Agreement will be deemed to be modified to the minimum extent necessary to comply with such provision of applicable law.

17. **Submission to Jurisdiction and Venue.** The Agent and the Depositor irrevocably agree that, subject to the Bank's sole and absolute election, all suits, actions or other proceedings in any way, manner or respect arising out of or from or related to this Agreement or the Subaccount shall be subject to litigation in courts having situs within Clark County, Nevada. The Agent and the Depositor consent and submit to the jurisdiction of any local, state, or federal court located within said county and state. Each of the Agent and the Depositor waive any right they may have to transfer or change the venue of any suit, action, or other proceeding brought against such Party by the Bank in accordance with this Section, or to claim that any such proceeding has been brought in an inconvenient forum. To the extent that the Agent or the Depositor would have or be able to claim sovereign immunity in any action, claim, suit or proceeding brought by the Bank (or its assignee), such Party irrevocably waives and agrees not to claim such immunity.

[*Signatures begin on next page.*]

IN WITNESS WHEREOF, Depositor, Bank, Agent and Lender have duly executed this Agreement as of the day and year first above written.

DEPOSITOR:

MATER ACADEMY OF NEVADA,
a Nevada public charter school

By:_____
Name:
Title:

BANK:

ZIONS FIRST NATIONAL BANK,
as Escrow Agent for
Mater Academy of Nevada

By:_____
Name:
Title:

AGENT:

TA LAS VEGAS 4760 EBR LLC,
a Delaware limited liability company

By:_____
Name: Bari Cooper Sherman
Title: Vice President

[***JOINDER OF ZIONS CREDIT CORPORATION AND VECTRA BANK COLORADO, NATIONAL ASSOCIATION FOLLOW THIS PAGE***]

JOINDER

Zions Credit Corporation, a Utah corporation, hereby joins in the foregoing agreement for the limited purpose of acknowledging that its rights pursuant to the FFE Lease are subordinate in all respects to the rights of the Agent and the Lender in the Subaccount. Zions Credit Corporation further acknowledges and agrees that it shall not be a third party beneficiary of the foregoing Escrow Agreement.

Dated
September ___, 2016

ZIONS CREDIT CORPORATION,
a Utah corporation

By:_____
Name: Norman Weldon
Title: Vice President

NOTICE ADDRESS FOR ZIONS CREDIT CORPORATION:

Norman Weldon, Vice President
Zions Credit Corporation
310 S. Main St., Suite 1300
Salt Lake City, UT 84101

JOINDER

Vectra Bank Colorado, National Association, a national banking association, hereby joins in the foregoing agreement for the limited purpose of acknowledging that its rights pursuant to the FFE Loan are subordinate in all respects to the rights of the Agent and the Lender in the Subaccount. Vectra Bank Colorado, National Association further acknowledges and agrees that it shall not be a third party beneficiary of the foregoing Escrow Agreement.

Dated
September ___, 2016

VECTRA BANK COLORADO, NATIONAL ASSOCIATION,
a national banking association

By:_____
Name: Coby Walberg
Title: Vice President

NOTICE ADDRESS FOR VECTRA BANK COLORADO, NATIONAL ASSOCIATION:

Vectra Bank Colorado
2000 S. Colorado Boulevard, Tower 2, Suite 1200
Denver, CO 80222
Attention Coby Walberg

Attachment 1 to Exhibit 3.3.1
Legal Description

That portion of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 29, Township 20 South, Range 62 East, M.D.M., City of Las Vegas, Clark County, Nevada described as follows:

BEGINNING at the Southwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence North along the West line thereof, a distance of 1346.39 feet to the Northwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence East along the North line thereof to a West line of Sunland Village, as recorded in the Office of the Clark County, Nevada Recorder on File in Book 16 of Plats, Page 21;
Thence South 00°36'41" East along said West line, a distance of 224.34 feet;
Thence North 87°12'13" East, a distance of 121.77 feet;
Thence South 0°33'43" West, a distance of 897.56 feet;
Thence North 87°11'30" East, a distance of 152.78 feet to the East line of the West Half (W ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence South along said East line to the Southeast Corner of Southeast Quarter (SE ¼);
Thence West along the South line of said Section 29 to the TRUE POINT OF BEGINNING.

Together with that portion conveyed to Bonanza-Marion, LLC in Quitclaim Deed recorded March 6, 2008 in Book 20080306 as Document No. 04050, of Official Records.

Excepting Therefrom a strip of land 150 feet in width, lying 75 feet on each side of the following described centerline:

COMMENCING at the Northwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said section 29;
Thence South 1°13'50" West along the along the West line of said Southeast Quarter (SE ¼), 96.92 feet to the TRUE POINT OF BEGINNING of the herein described centerline:
Thence South 28°47'28" East, 1396.58 feet to a point on the South line of said Southeast Quarter (SE ¼), said point bears North 87°57'07" East 699.89 feet from the South Quarter corner of said Section 29, said point also being the point of termination. The side lines of said strip of land are to be lengthened or shortened as to begin on the North line and the West line and to terminate on the South line, of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29.

Further Excepting Therefrom those portions conveyed for road purposes by Deeds recorded September 3, 1954 in Book 20 as Document No. 19378, June 24, 1955 in Book 59 as Document No. 50172, May 11, 1964 in Book 537 as Document No. 432173, June 3, 1974 in Book 431 as Document No. 390442, January 20, 1995 in Book 950120 as Document No. 01869, all of Official Records, Clark County, Nevada.

Further Excepting Therefrom that portion conveyed to the City of Las Vegas, a municipal corporation by Grant Bargain and Sale Deed, recorded September 8, 2006 in Book 20060908 as

Document no. 0003357, of Official Records as re-recorded July 25, 2007 in Book 20070725 as Document No. 00348, of Official Records.

Further Excepting Therefrom that portion conveyed to the City of Las Vegas by Quitclaim Deed recorded February 12, 2007 in Book 20070212 as Document No. 02683, February 29, 2008 in Book 20080229 as Document No. 02841, as re-recorded May 15, 2008 in Book 20080515 as Document No. 00582 and in that certain Grant Deed recorded February 29, 2008 in Book 20080229 as Document No. 02842, of Official Records.

NOTE: The above metes and bounds legal description appeared previously in the deed recorded October 15, 2012 in Book 20121015 as Document No. 000304, of Official Records.

Attachment 2 to Exhibit 3.3.1
FORM OF LENDER ACKNOWLEDGEMENT AND AGREEMENT

Reference is made to the Escrow Agreement dated as of September___, 2016 (as amended or otherwise modified from time to time, the "Escrow Agreement") among Mater Academy of Nevada, a Nevada public charter school, as Depositor, TA Las Vegas 4760 EBR LLC, a Delaware limited liability company, as Agent, and Zions First National Bank, a national banking association, as Bank. Capitalized terms not otherwise defined herein have the same meaning given such terms in the Escrow Agreement.

Lender's Rent Collection Account information is attached hereto as Schedule A.

By executing and delivering this Acknowledgement and Agreement the undersigned, as a Lender under the terms of the Escrow Agreement, agrees to be bound by all of the terms and provisions of the Escrow Agreement. The address set forth under the signature of the undersigned constitutes its address for the purposes of receiving notices pursuant to the terms of the Escrow Agreement.

Dated as of: _____

LENDER:

_____

By:_____
Name:
Title:

Acknowledged and Agreed to by Agent

TA LAS VEGAS 4760 EBR LLC,
a Delaware limited liability company

By:_____
Name: Bari Cooper Sherman
Title: Vice President

Lender's Notice Address:

Schedule A of Attachment 2 to Exhibit 3.3.1
Rent Collection Account

Bank: _____

Name on Account: _____

Account Number: _____

ABA Number: _____

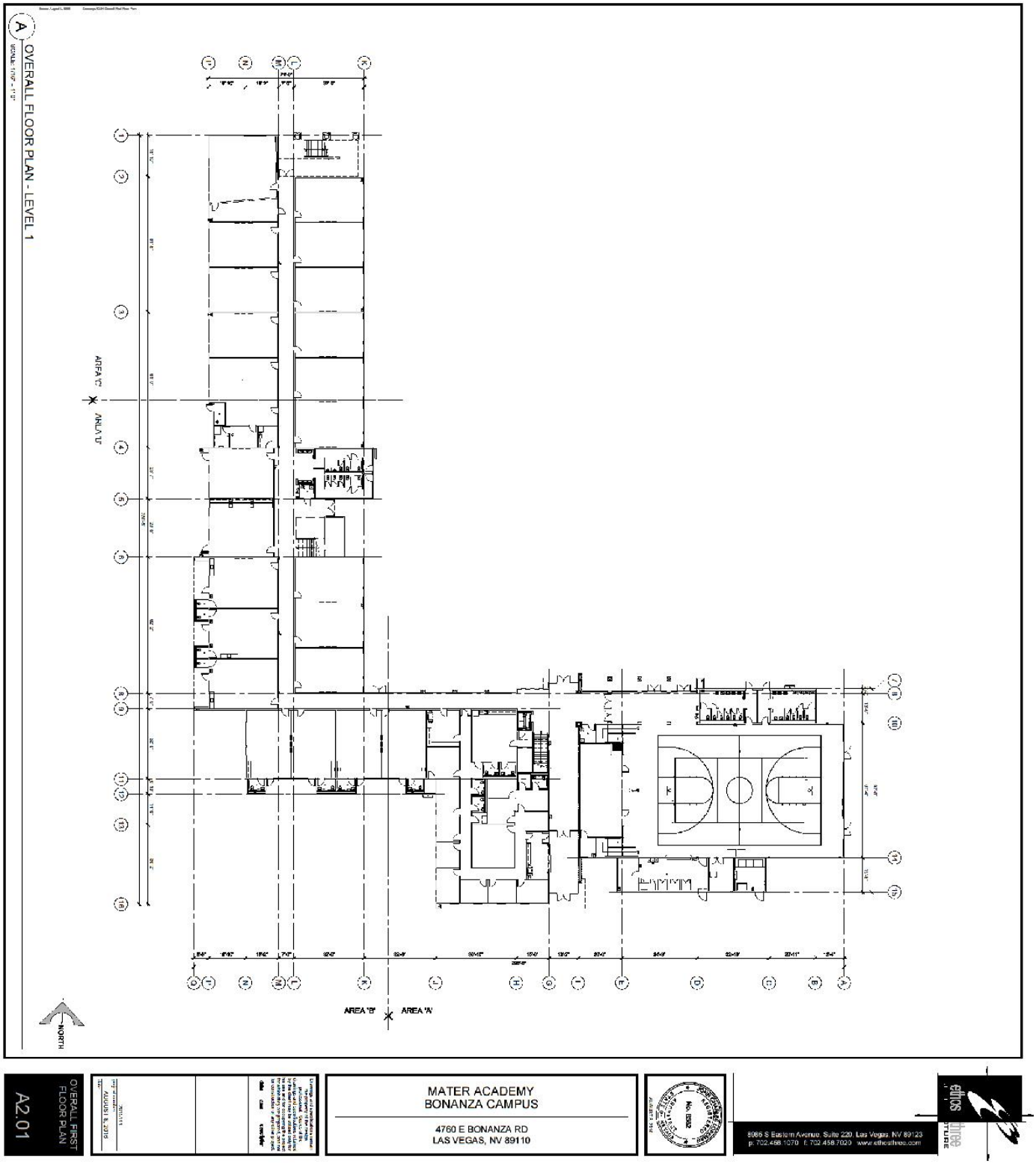
EXHIBIT 6.1-1
Development Summary

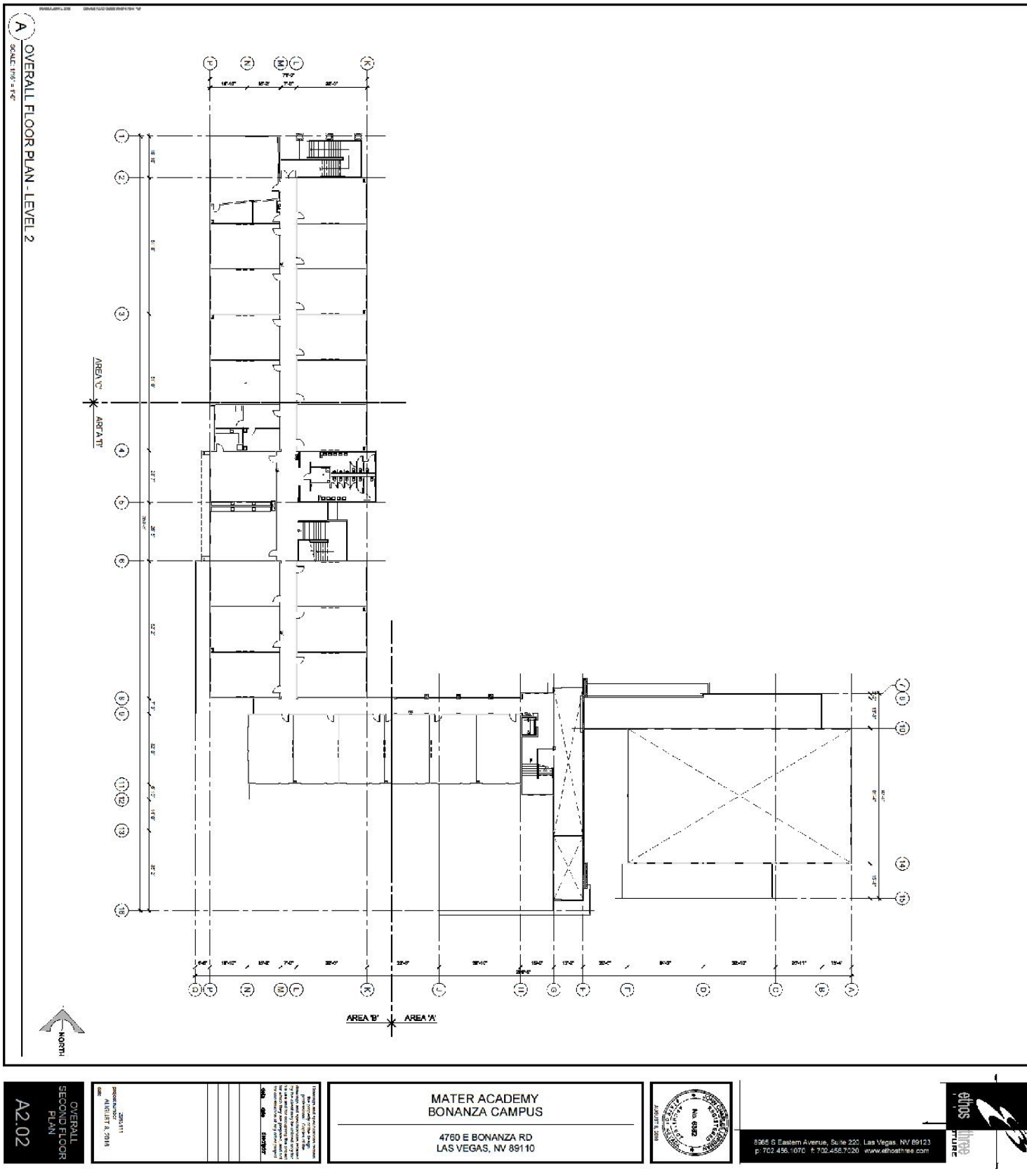
Mater Bonanza- K-8 Charter School

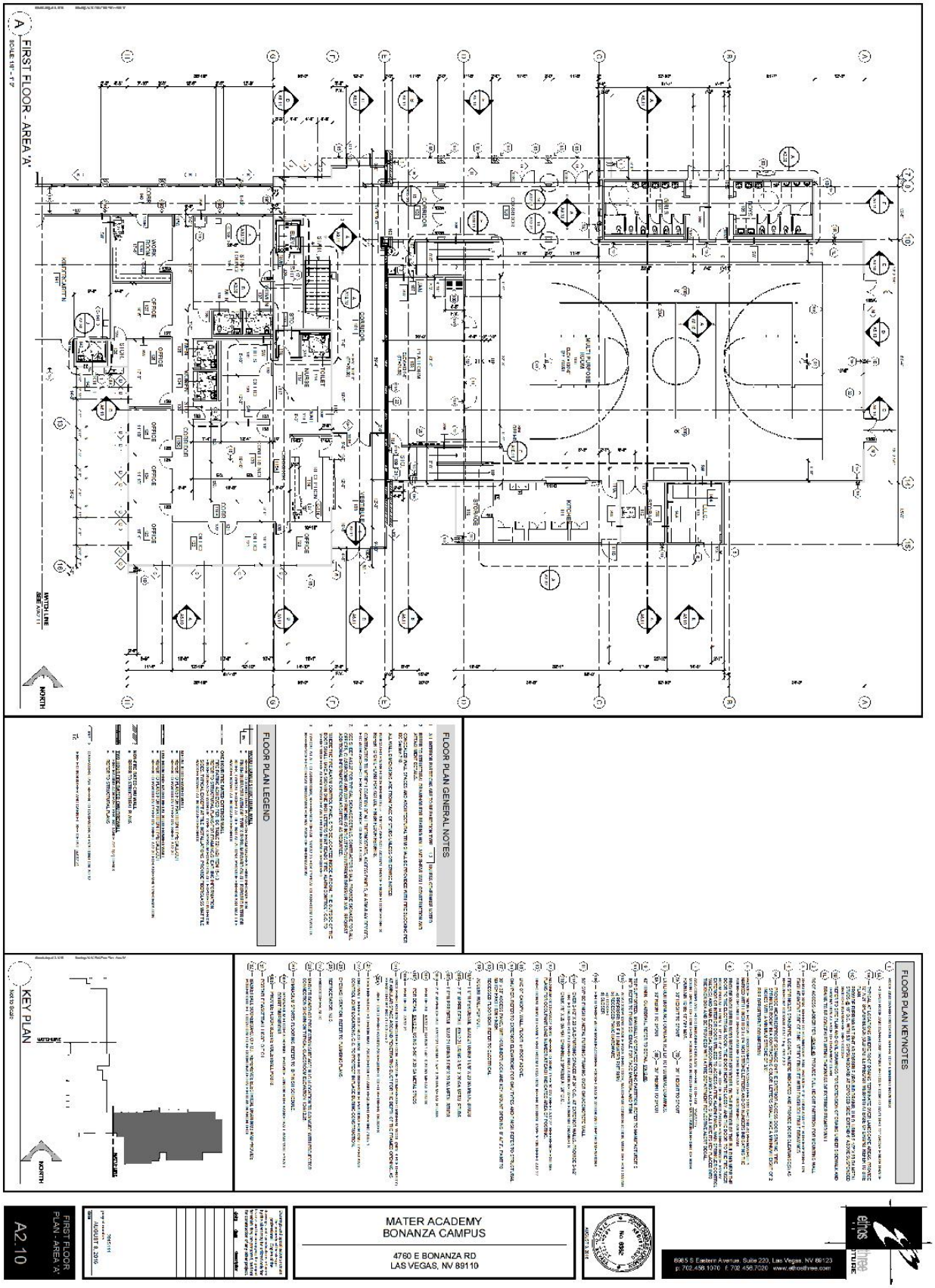
ethos | three **ARCHITECTURE**

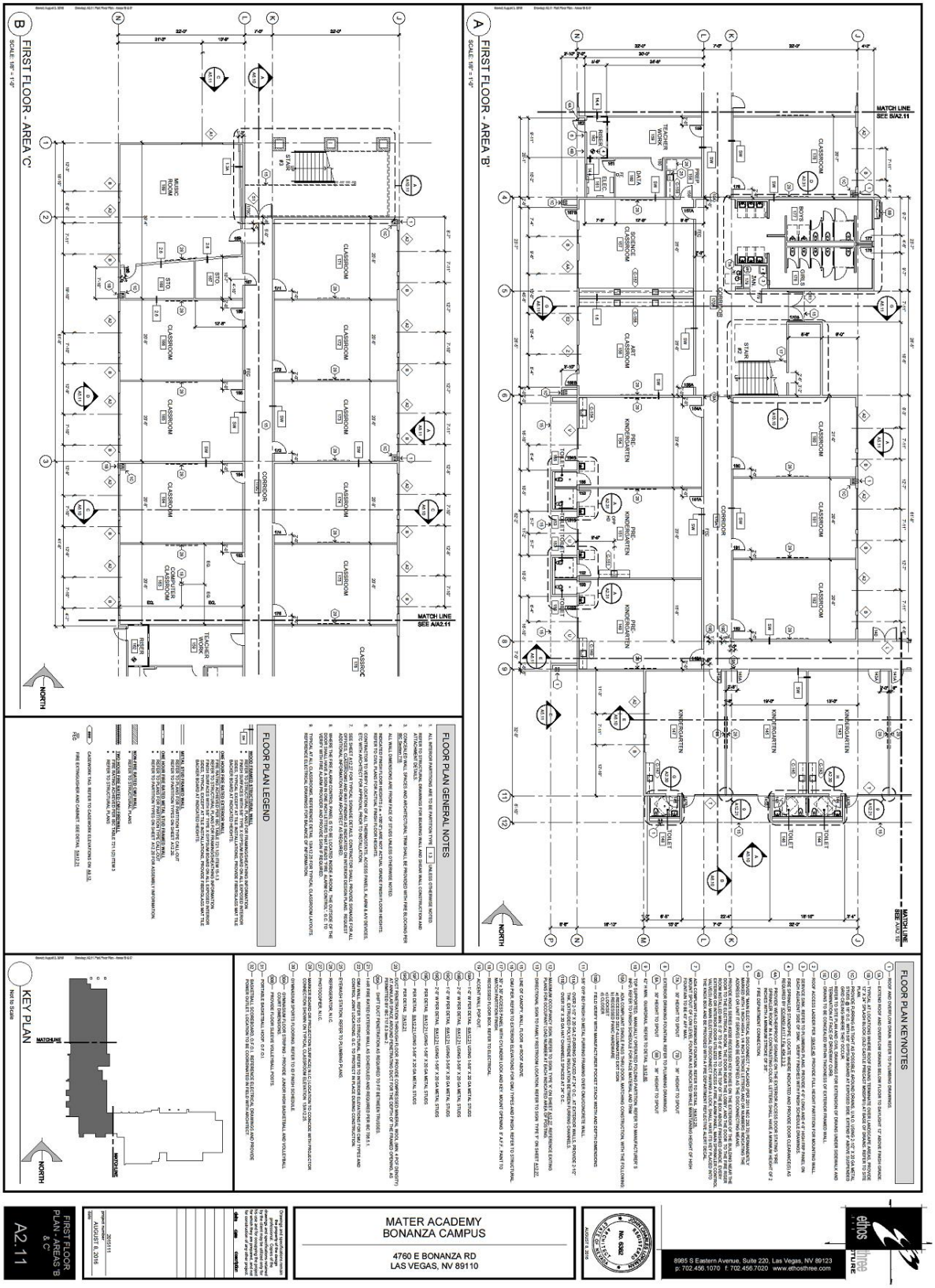
CLASSROOMS					Students
2 Pre K Classsrooms w/ Toilet	675	sf ea. =	1,350	15	30
4 Kindergarten w/ Toilet	675	sf ea. =	2,700	25	100
4 1st Grade	620	sf ea. =	2,480	25	100
4 2nd Grade	620	sf ea. =	2,480	25	100
4 3rd Grade	620	sf ea. =	2,480	25	100
4 4th Grade	620	sf ea. =	2,480	25	100
4 5th Grade	620	sf ea. =	2,480	25	100
4 6th Grade	620	sf ea. =	2,480	30	120
4 7th Grade	620	sf ea. =	2,480	30	120
4 8th Grade	620	sf ea. =	2,480	30	120
2 Science Room	700	sf ea. =	1,400	0	0
2 Music Classroom	840	sf ea. =	1,680	0	0
2 Computer Lab	620	sf ea. =	1,240	0	0
2 Art Room	700	sf ea. =	1,400	0	0
46			28,260		990
CLASSROOM SUPPORT					
2 Music Storage Room	312	sf ea. =	624		
2 Science Prep Rooms	126	sf ea. =	252		
4 Toilet Rooms	700	sf ea. =	2,800		
1 Teacher Work Area	150	sf ea. =	150		
2 General Storage Room	250	sf ea. =	500		
ADMINISTRATION					
1 Reception / Lobby	500	sf ea. =	500		
1 Principal's Office	129	sf ea. =	129		
5 Staff Offices	94	sf ea. =	470		
1 Conference Room	378	sf ea. =	378		
1 Nurse's Office w/ toilet	130	sf ea. =	130		
1 Staff Lounge	457	sf ea. =	457		
1 Work Room / Copy Room	310	sf ea. =	310		
1 Secure File Room	140	sf ea. =	140		
4 Staff Toilets	80	sf ea. =	320		
1 Data Room	124	sf ea. =	124		
1 IDF Rooms	100	sf ea. =	100		
MULTI-PURPOSE					
1 MP Room	5,880	sf ea. =	5,880		
1 Platform/Band Room	914	sf ea. =	914		
1 MP Storage	490	sf ea. =	490		
1 Toilet Rooms	800	sf ea. =	800		
1 Kitchen	383	sf ea. =	383		
1 Kitchen Storage	140	sf ea. =	140		
			8,607		
SUB TOTAL PROGRAMMED SPACES			**52,858**		
Misc (mech, elec, circulation)	10%		**5,286**		
TOTAL BUILDING SIZE			**58,144**		
SF / FTE:			**58.73**		

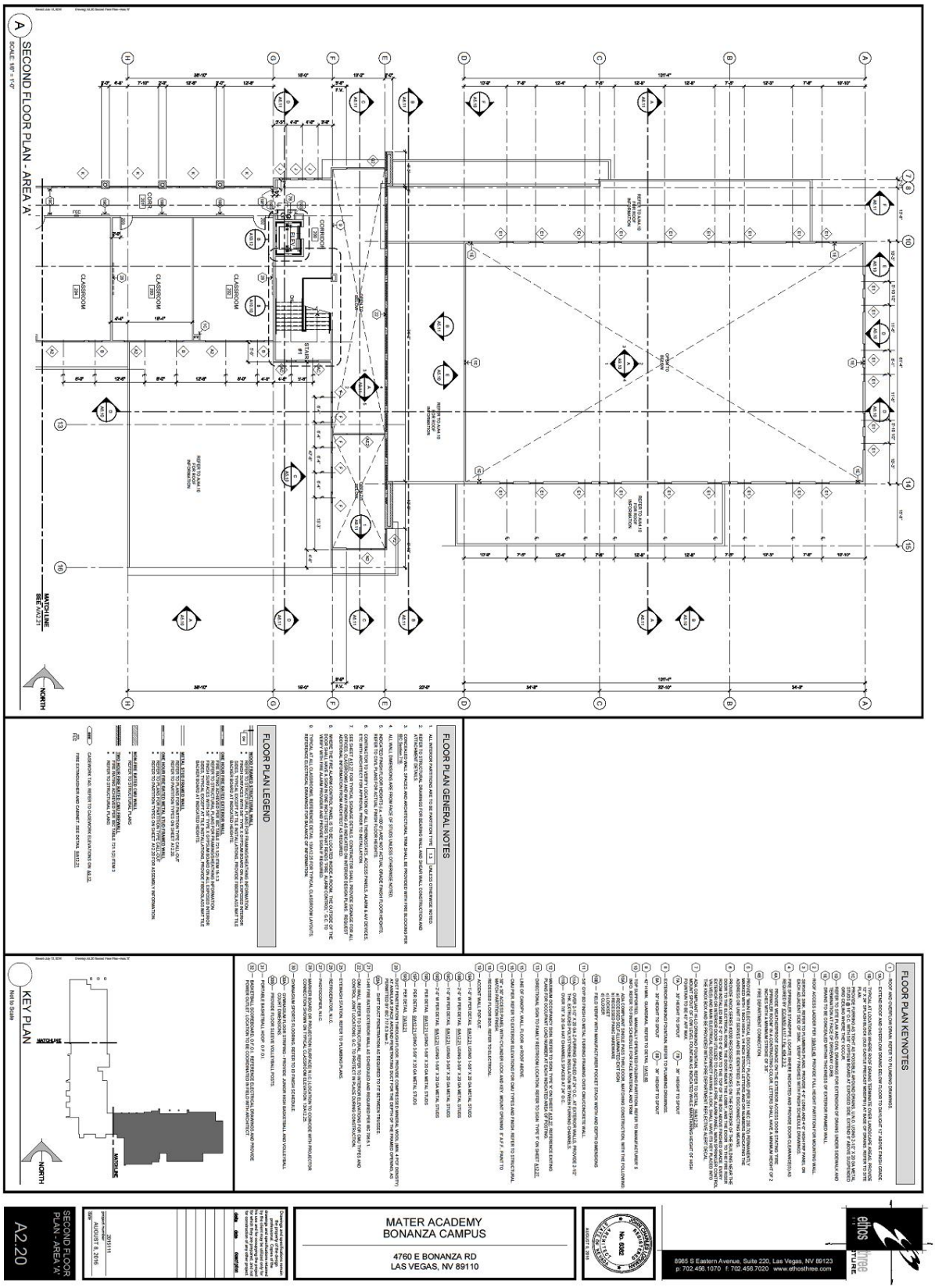
EXHIBIT 6.1-2
Schematic Plans




A
OVERALL FLOOR PLAN - LEVEL 2
SCALE: 1/16" = 1'-0"
AREA 'C'
ART A 'II'
AREA 'B'
AREA 'A'
NORTH
OVERALL SECOND FLOOR PLAN
A2.02
MATER ACADEMY
BONANZA CAMPUS
4760 E BONANZA RD
LAS VEGAS, NV 89110
8965 S Eastern Avenue, Suite 220, Las Vegas, NV 89123
p: 702.456.1070 f: 702.456.7020 www.ethosthree.com


A FIRST FLOOR - AREA 'A'
SCALE: 1/8" = 1'-0"
NORTH
MATCH LINE
SEE SHT. A1.11
FLOOR PLAN GENERAL NOTES
FLOOR PLAN LEGEND
FLOOR PLAN KEYNOTES
KEY PLAN
Not to Scale
NORTH
MATER ACADEMY
BONANZA CAMPUS
4760 E BONANZA RD
LAS VEGAS, NV 89110
AUGUST 8, 2019
FIRST FLOOR PLAN - AREA 'A'
A2.10
ethos three
8985 S Eastern Avenue, Suite 220, Las Vegas, NV 89123
p: 702.456.1070 f: 702.456.7026 www.ethosthree.com


A FIRST FLOOR - AREA 'B'
SCALE: 1/8" = 1'-0"
B FIRST FLOOR - AREA 'C'
SCALE: 1/8" = 1'-0"
NORTH
MATCH LINE SEE A/A2.11
FLOOR PLAN KEYNOTES
FLOOR PLAN GENERAL NOTES
FLOOR PLAN LEGEND
KEY PLAN
Not to Scale
MATER ACADEMY
BONANZA CAMPUS
4760 E BONANZA RD
LAS VEGAS, NV 89110
ethos three
8985 S Eastern Avenue, Suite 220, Las Vegas, NV 89123
p: 702.456.1070 f: 702.456.7020 www.ethosthree.com
FIRST FLOOR PLAN - AREAS 'B' & 'C'
A2.11
AUGUST 8, 2018



MATER ACADEMY
BONANZA CAMPUS

4760 E BONANZA RD
LAS VEGAS, NV 89110

No. 6362
AUGUST 8, 2016

ethos three ARCHITECTURE
6965 S Eastern Avenue, Suite 220, Las Vegas, NV 89123
p: 702.456.1070 f: 702.456.7020 www.ethosthree.com

SECOND FLOOR PLAN - AREA 'A'
A2.20

project number: 2015111
date: AUGUST 8, 2016

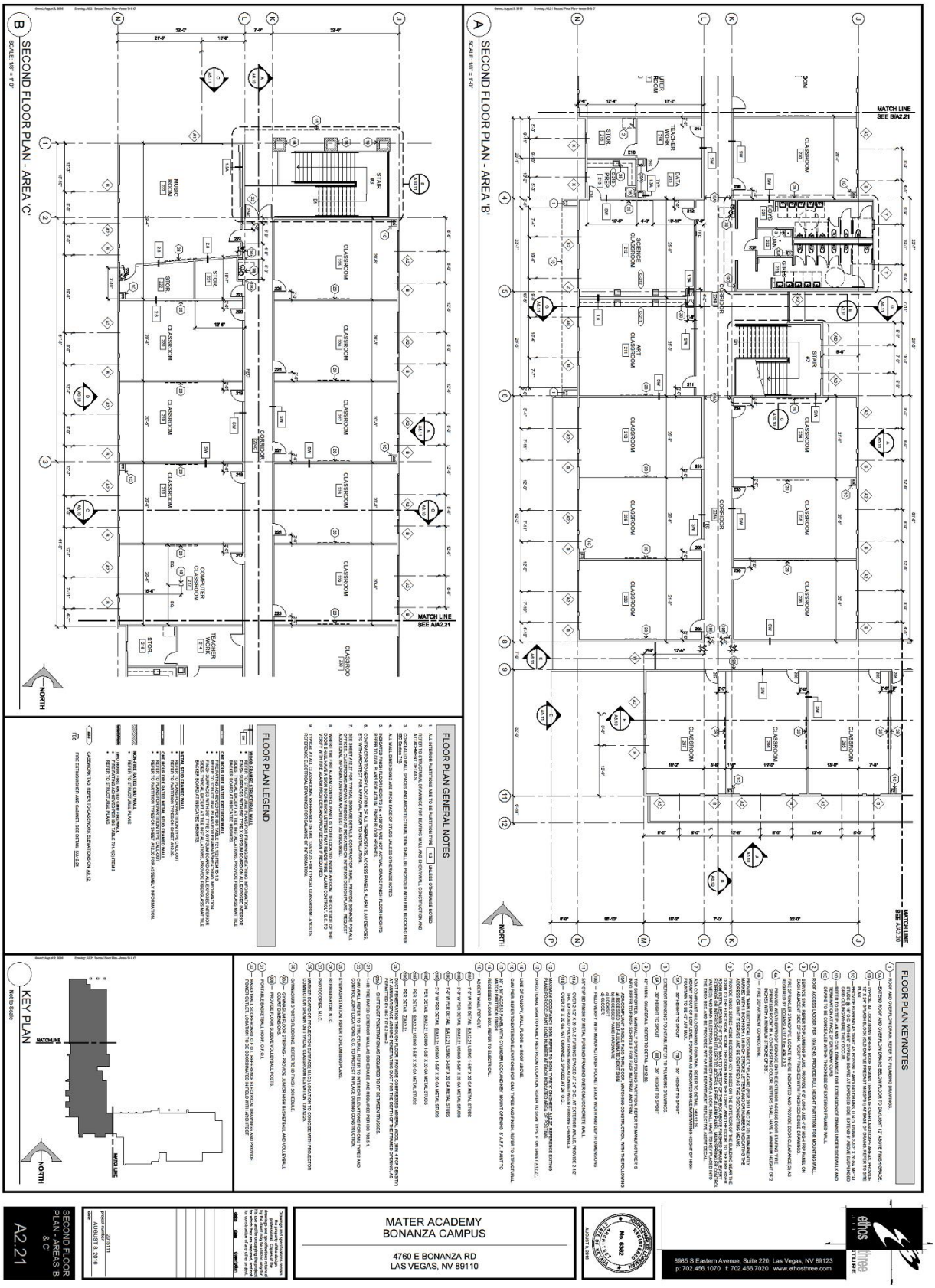

A SECOND FLOOR PLAN - AREA 'B'
SCALE: 1/8" = 1'-0"
B SECOND FLOOR PLAN - AREA 'C'
SCALE: 1/8" = 1'-0"
MATCH LINE SEE A/A2.21
MATCH LINE SEE A/A2.20
NORTH
FLOOR PLAN KEYNOTES
FLOOR PLAN GENERAL NOTES
FLOOR PLAN LEGEND
KEY PLAN
Not to Scale
MATER ACADEMY
BONANZA CAMPUS
4760 E BONANZA RD
LAS VEGAS, NV 89110
ethos three
8985 S Eastern Avenue, Suite 220, Las Vegas, NV 89123
p: 702.456.1070 f: 702.456.7020 www.ethosthree.com
SECOND FLOOR PLAN - AREAS 'B' & 'C'
A2.21
AUGUST 8, 2016

EXHIBIT 6.4

Budget

Tenant:	Academica Nevada - Mater Academy
Name:	TA Las Vegas
Address:	Bonanza Road
City\State\Zip:	Las Vegas, NV

DEVELOPMENT BUDGET	DEVELOPMENT
New Construction	58,000 sf
Building TI	0 sf
GYM MPR	0 sf
TOTAL SQUARE FOOTAGE	**58,000 sf**
Acreage	5.54 acres
Land Space (sf)	241,322 sf
Site Work	212,322 sf
$ per sf	*$6*

	DEVELOPMENT	
	Cost / sf	Total Cost
Purchase Price	$ 10.34	$ 600,000
SUBTOTAL: ACQUISITIONS	**$ 10.34**	**$ 600,000**
HARD COSTS		
New Construction	$ 143.24	$ 8,307,934
SUBTOTAL: HARD COSTS	**$ 143.24**	**$ 8,307,934**
Hard Cost Contingency	$ 14.32	$ 830,793
TOTAL: HARD COSTS	**$ 157.56**	**$ 9,138,727**
SOFT COSTS		
Acquisition Legal Fees	$ 0.43	$ 25,000
ACM/LBP Report	$ -	$ -
Appraisal - As-Is	$ 0.17	$ 10,000
Architecture / Engineering	$ 7.88	$ 456,936
Civil Engineering	$ -	$ -
Construction Loan - Construction Inspector	$ 0.17	$ 10,000
Construction Loan - Lender Legal	$ 0.60	$ 35,000
Construction Loan - Other Legal	$ 0.60	$ 35,000
Development Fee	$ 5.17	$ 300,000
Environmental: Air Quality Study	$ -	$ -
Environmental: Noise Study	$ -	$ -
Environmental: Phase I Site Assessment	$ 0.10	$ 5,600
Environmental: Phase II Site Assessment	$ -	$ -
Environmental: Rail Derailment Study	$ -	$ -
Environmental: Soils Report	$ 0.09	$ 5,000
Environmental: Traffic Study	$ -	$ -
Environmental Remediation	$ -	$ -
Holding Costs - Miscellaneous	$ -	$ -
Insurance - Builder's Risk	$ 0.36	$ 20,770
Insurance - Construction Liability - General Liability	$ 0.34	$ 19,515
Insurance - Construction Liability - Umbrella	$ 0.42	$ 24,209
Insurance - Environmental	$ 0.60	$ 34,981
Insurance - Property / Hazard	$ -	$ -
Insurance - Engineering Fee	$ 0.02	$ 1,300
Land Use/Planning Consultant	$ 0.69	$ 40,000
LEED/CHPS Commissioner	$ -	$ -
LEED/CHPS Consultant	$ -	$ -
Legal Construction	$ 0.02	$ 1,000
Deferred Leasing Costs	$ 0.52	$ 30,000
LLC Holding Costs	$ 0.02	$ 1,000
Local Permit Fees	$ 10.34	$ 600,000
Security - Site	$ -	$ -
Survey - ALTA/Topographic Update	$ 0.04	$ 2,400
Taxes - Real Property	$ 0.17	$ 10,000
Utilities	$ -	$ -
Title Policy	$ 0.52	$ 30,000
Transfer Taxes	$ -	$ -
P&P Bond	$ -	$ -
Dep. Inspection & Geotech	$ 1.55	$ 90,000
Travel and Admin	$ 0.17	$ 10,000
Other Consultants	$ -	$ -
Reimbursable Expenses to CMO	$ -	$ -
Testing: Concrete, Steel	$ 0.34	$ 20,000
Capitalized Origination Fee	$ 1.21	$ 70,000
Capitalized Loan Closing Costs	$ 0.26	$ 15,000
Capitalized Interest Expense	$ -	$ -
SUBTOTAL: SOFT COSTS	**$ 32.81**	**$ 1,902,712**
Soft Cost Contingency	$ 2.85	$ 165,531
TOTAL: SOFT COSTS	**$ 35.66**	**$ 2,068,243**
TOTAL PROJECT COSTS	**$ 203.57**	**$ 11,806,970**

EXHIBIT 11.1.1
Building Maintenance Checklist

Building Maintenance Checklist **PROPERTY ADDRESS:** **DATE:** **PERSON:**

SITE		FREQUENCY					NOTES	
√	INSPECTION/MAINTENANCE PROCEDURES	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	UNDER SERVICE CONTRACT	COMMENTS
	Remove and dispose of all fallen tree limbs, dead shrubs, etc.	X						
	Remove brush and weed growth adjacent to building walls and electrical equipment.		X					
	Reseed worn lawn areas.			X				
	Fertilize lawn.			X				
	Trim and prune shrubs and trees.		X					
	Repair irrigation system.	X						
	Clean all site drains.			X				
	Repair potholes in parking lots and driveways. Restripe if necessary.				X			
	Check and service playground equipment and insure its safety.			X				
	Patch and repair walkway surfaces.							IMMEDIATELY FOR SAFETY
	Paint walkway markings.					X		
	Repair and paint fences and gates.			X				

BUILDING EXTERIOR		FREQUENCY					NOTES	
√	INSPECTION/MAINTENANCE PROCEDURES	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	UNDER SERVICE CONTRACT	COMMENTS
	Wash windows.				X			
	Check and repair windows and doors.					X		
	Replace broken window glass as needed.							IMMEDIATELY FOR SAFETY
	Scrape and paint building exterior and trim.	Every 7 years						
	Wash accumulated dirt on building surfaces.					X		
	Touch up paint on building exterior.					X		
	Lubricate exterior door hinges and hardware.					X		
	Inspect and repair exterior walls for structural cracks.					X		

ROOF		FREQUENCY					NOTES	
√	INSPECTION/MAINTENANCE PROCEDURES	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	UNDER SERVICE CONTRACT	COMMENTS
	Clean roof valleys.					X		
	Clean and test roof drains.					X		
	Clean and secure gutters.					X		
	Clean and secure downspouts.					X		
	Inspect skylights for leaks.					X		
	Inspect and repair metal flashings.					X		
	Inspect and recaulk stone or clay tile copings.					X		

BUILDING INTERIOR		FREQUENCY					NOTES	
√	INSPECTION/MAINTENANCE PROCEDURES	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	UNDER SERVICE CONTRACT	COMMENTS
	Clean windows, blinds, draperies, etc.			X				
	Check floors for broken tiles or torn carpet.		X					
	Remove all rubbish, boxes, debris and combustibles from:							
	Paths of exit	X						
	Doorways	X						
	Stairs	X						
	Under stairs	X						
	Utility rooms	X						
	Around flue and chimneys	X						
	Around heat-producing equipment	X						
	Electrical panel areas	X						

MECHANICAL EQUIPMENT		FREQUENCY					NOTES	
√	INSPECTION/MAINTENANCE PROCEDURES	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	UNDER SERVICE CONTRACT	COMMENTS
	Service all pumps per manufacturer's instruction manuals.	Per service agreement						
	Service all air-conditioning equipment.	Per service agreement						
	Service all ventilating equipment.					X		
	Check /hot water heater for any fuel or water leaks.		X					
	Check openings or motorized dampers which provide combustion air to hot water heaters.			X				
	Check cleanout openings, doors, etc., for air leakage and corrosion.			X				

ELECTRICAL EQUIPMENT		FREQUENCY					NOTES	
√	INSPECTION/MAINTENANCE PROCEDURES	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	UNDER SERVICE CONTRACT	COMMENTS
	Replace burned out light bulbs.	X						ALWAYS INSTALL ENERGY EFFICIENT LIGHT BULBS
	Test emergency lighting system.			X				
	Test all exit lights.			X				
	Insure space in front of electrical panels is clear.			X				
	Repair or replace non-functioning switches, receptacles and outlets immediately.	X						
	Replace frayed wiring immediately.							IMMEDIATELY FOR SAFETY
	Inspect elevator and mechanical room.	Per service agreement						
	Inspect overhead roll up doors.			X				
	Fire Alarm System, Extinguishers, Hoses, Sprinklers, Heat and Smoke Detectors	Per service agreement						
	Emergency Generators		X					

PLUMBING		FREQUENCY					NOTES	
√	INSPECTION/MAINTENANCE PROCEDURES	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	UNDER SERVICE CONTRACT	COMMENTS
	Repair or replace broken fixtures.							IMMEDIATELY
	Replace washers or packing on leaking faucets, etc.	X						
	Inspect water heater(s)		X					
	Inspect drinking faucets	X						
	Inspect Back-Flow devices					X		
	Inspect hose bibs		X					

EXHIBIT 16.3
Form of License Agreement

SUMMARY STATEMENT

This Summary Statement is hereby made a part of that certain License Agreement ("**Agreement**") by and between the Tenant and Licensee referenced below. Each reference in this Agreement to any of the following terms or phrases shall have the meaning set forth below:

Effective Date:	_____
Termination Date:	The first to occur of (i) _____ or (ii) the Expiration Date of the Lease
Landlord:	TA Las Vegas 4760 EBR LLC, a Delaware limited liability company
Tenant:	Mater Academy of Nevada, a Nevada public charter school
Licensee:	_____
Property:	The Land and the Building demised to Tenant pursuant to the terms and conditions of the Lease, which Property is commonly known as: _____ _____
Licensed Premises:	That specific portion of the Property described or depicted as the "Licensed Premises" on the Attachment 1 attached to and made a part of this Agreement, together with certain tangible personal property owned by Tenant and located within and upon that portion of the Property described or depicted as the "Licensed Premises" on the attached Attachment 1
Licensed Use:	_____
Lease:	The Lease Agreement dated as of September ___, 2016 and entered into between Landlord and Tenant
. Use Fee:	USD _____.00 per full calendar month or any part thereof

NOTE to all Parties: Initially capitalized terms not expressly defined in this Agreement shall have the respective meaning ascribed to such terms in the Lease.

License Agreement

This Agreement is made as of the Effective Date by and between Tenant and Licensee. Tenant and Licensee are known for purposes of this Agreement individually as "**Party**," and together as the "**Parties**."

A. Pursuant to the Lease, Landlord let the Property to Tenant, and Tenant leased the Property from Landlord.

B. Tenant owns certain tangible personal property located upon the Property, and within that portion of the Property described or depicted as the "Licensed Premises" on the attached Exhibit A.

C. Tenant wishes to grant a license to Licensee for, and Licensee to take a license from Tenant for, the Licensed Premises.

Now, therefore, in consideration of the mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of all of which the Parties hereby acknowledge, Tenant and Licensee hereby agree as follows:

1. Tenant hereby grants a license to Licensee for the non-exclusive use by Licensee of the Licensed Premises on the terms and conditions of this License. This License is for the Licensed Premises only.

2. The term of this License shall commence on the Effective Date and shall end on the Termination Date, the period between the Effective Date and the Termination Date being known for purposes of this Agreement as the "**Term**." In the event of any default by Licensee of any term or condition of this License, Tenant shall have the right to revoke this License upon two (2) days' written notice to Licensee.

3. Licensee shall be responsible for enforcing compliance—by all users of the Licensed Premises—with (i) all terms contained in this License and (ii) all non-monetary terms, covenants, and conditions of the Lease. Notwithstanding Licensee's enforcement obligations hereunder, and further notwithstanding the two (2) days' notice otherwise required under Section 2, above, Tenant shall have the right immediately to revoke this License, without notice in advance, for any violation by Licensee of this Agreement that is also a default of any term, covenant, or condition of the Lease.

4. The Use Fee shall be paid to Tenant commencing on the Effective Date, and shall be paid thereafter in monthly installments in advance on the first Business Day of each and every calendar month during the Term. The Use Fee shall be paid without the need for Tenant's demand, and without setoff or reduction of any kind.

5. The Licensed Premises shall be used by Licensee for the Licensed Use and for no other purpose whatsoever. Use of the Licensed Premises shall be subject to all of the following: (i) all terms, covenants, and conditions of the Lease; and (ii) all rules and regulations reasonably enacted by Tenant from time to time, provided that such rules and regulations shall not be inconsistent with the terms of the Lease. Licensee agrees to provide Tenant from time to time, upon Tenant's request, a written listing of all designated users who may be present upon the Licensed Premises or the Improvements pursuant to this License. Designated users of the Licensed Premises shall exercise due care for all others present at any time upon, within, or with respect to the same.

6. Licensee covenants not to suffer or commit any waste, damage, disfigurement, or injury to the Licensed Premises. Further, Licensee shall keep the Licensed Premises at all times clean, in good operating condition, fully in compliance with all Legal Requirements, and otherwise in the same

condition as the Licensed Premises shall be found on the Effective Date, normal wear and tear alone excepted.

7. Licensee shall, upon written demand from Tenant, promptly reimburse Tenant for any reasonable cost, charge, or expense incurred by Tenant in providing to the Licensed Premises any of the following (altogether, the "**Utility Services**"): heating, ventilating, or air conditioning; hot and cold running water; sanitary and storm sewer services; natural gas; electricity; telephone; and data services. Licensee's obligation to reimburse Tenant for the cost, charge, or expense of so providing Utility Services shall survive the expiration or earlier termination of this License. Tenant shall not, however, be liable for any interruption of Utility Services provided to the Licensed Premises, or for any damages to or loss (by theft or otherwise) of any property belonging to Licensee or any of its employees or invitees.

8. Licensee, as a material part of the consideration to be rendered to Tenant under this License, and except as expressly prohibited by Legal Requirements, hereby agrees that neither Tenant nor Landlord, nor any of their respective affiliates, officers, directors, employees, volunteers, contractors, servants, or agents of any kind, shall be liable for, and thus that Licensee hereby waives all claims (except claims caused by or resulting from the gross negligence of Tenant) that Licensee (including, without limitation, Licensee's officers, directors, employees, volunteers, contractors, servants, students, frequenters, licensees, and invitees of every kind) may have for loss, theft, or damage to property, and for injuries to persons in, upon, or about the Licensed Premises from any cause whatsoever. Further, Licensee shall indemnify and hold Tenant and Landlord, and all of their affiliates, officers, directors, employees, volunteers, contractors, servants, and agents of every kind, exempt and harmless from and against any and all claims, liabilities, damages, or injuries to any person (including to the property, goods, wares, or merchandise of any person) that may arise in connection with use of the Licensed Premises by Licensee or Licensee's officers, directors, employees, volunteers, contractors, servants, students, frequenters, licensees, and invitees of every kind, excepting only (i) claims caused by or resulting from Tenant's gross negligence or that of its contractors, servants or employees or (ii) claims of Landlord asserting that this License (A) violates the terms of the Lease or (B) requires Landlord's prior consent. In case of any action or proceeding brought against Tenant by reason of any obligation on Licensee's part to be performed under the terms of this License, or arising from any act or negligence of Licensee, or Licensee's contractors, agents, servants, employees, contractors, invitees or licensees, Licensee shall, upon notice from Tenant, defend the same at Licensee's expense by counsel reasonably satisfactory to Tenant.

9. Licensee shall at all times hereunder, and at its sole expense, maintain in full force and effect, as if "Tenant" under the Lease, policies of insurance of the kinds, and with the limits, required of Tenant under the Lease (the "**Required Coverages**"), which Required Coverages shall insure against bodily injury and property damage occurring on or to the Licensed Premises, and which Required Coverages shall include both blanket contractual liability and broad form property damage coverages, with only such exclusions as are reasonably acceptable to Tenant.

9.01. The Required Coverages shall protect and include the interests of Tenant and Landlord, and all of their respective officers, directors, employees, volunteers, contractors, servants, and agents of every kind, and hence shall name all of the same as named additional insureds. All insurance coverage(s) required to name additional insureds shall be on a primary and noncontributory basis and shall provide that any insurance maintained by the named additional insureds is excess and noncontributing with any insurance required hereunder. Insurance coverage required for the named additional insureds shall be at least as broad as that provided by the Additional Insured–Designated

Person or Organization Endorsement (ISO Commercial Risk Services Form #CG 20 26 1185) or the most recent version of the same approved by the state in which the Property is located.

9.02. The Required Coverages shall be placed with insurers who have a Best's Insurance Reports rating of no less than A- and a financial size of no less than Class VIII, and who are authorized to do business in the state where the Property is located. Such policies shall further be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced, in coverage or limits, except after twenty (20) Business Days' prior written notice to both Tenant and Landlord.

9.03. Licensee shall, upon Tenant's request, provide Tenant and Landlord with suitable certificates of insurance (including, without limitation, ACORD forms as specified by Tenant) evidencing the Required Coverages. In addition, if any of the insurance coverages required under this License should be poised to expire at any time during Licensee's occupancy under this License, Licensee shall, no less than ten (10) Business Days before expiration of such insurance, provide suitable certificates of insurance evidencing renewal or continuation of the required insurance policies. In the event of a claim, the Licensee shall also provide the Tenant and Landlord with certified copies of the pertinent insurance policies within ten (10) Business Days after having been requested in writing to do so.

10. Any notices under this Agreement must be in writing and must be sent (i) by personal delivery, (ii) by United States registered or certified mail (postage prepaid), (iii) by electronic mail or facsimile (with a copy sent the same day by one of the other prescribed methods of delivery unless by a reply electronic mail transmission the recipient confirms receipt of the notice and waives the additional delivery requirement) or (iv) by an independent overnight courier service, addressed to the addresses specified below or at such other place as a Party may designate to the other Parties by written notice given in accordance with this Section 10. Notices given by registered or certified mail are deemed effective three (3) Business Days after the Party sending the notice deposits the notice with the United States Post Office. Notices given by electronic mail or facsimile are deemed effective on the Business Day transmitted (or, if transmitted on a day that is not a Business Day, then on the next occurring Business Day). Notices delivered by overnight courier are deemed effective on the next Business Day after the day the Party delivering the notice timely deposits the notice with the courier for overnight (next day) delivery.

If to Tenant:	Mater Academy of Nevada c/o Academica Nevada 1378 Paseo Verde Parkway Suite 200 Henderson, NV 89012 Email: rreeves@academicanv.com
With Copy to:	Mater Academy of Nevada c/o Academica Nevada 1378 Paseo Verde Parkway Suite 200 Henderson, NV 89012 Attn: Colin Bringhurst, Esq., General Counsel Email: colin.bringhurst@academicanv.com
And to:	Wolfe & Wyman LLP

6757 Spencer Street
Las Vegas, NV 89119
Attn: Robert B. Ryder
Email: rbryder@wolfewyman.com

If to Licensee: _____
_____
_____
Attention:_____
Email: _____

With Copy to: _____
_____
_____
Attention:_____
Email: _____

If to Landlord: TA Las Vegas 4760 EBR LLC
c/o Turner-Agassi Charter School Facilities Fund, L.P.
3000 Olympic Blvd.
Suite 2120
Santa Monica, CA 90404
Attention: Glenn Pierce
Email: gpierce@turnerimpact.com

With Copies to: TA Las Vegas 4760 EBR LLC
c/o Turner-Agassi Charter School Facilities Fund, L.P.
3000 Olympic Blvd.
Suite 2120
Santa Monica, CA 90404
Attention: Bari Cooper Sherman, Esq.
Email: bsherman@turnerimpact.com

And to: TA Las Vegas 4760 EBR LLC
c/o Turner-Agassi Charter School Facilities Fund, L.P.
3000 Olympic Blvd.
Suite 2120
Santa Monica, CA 90404
Attention: Aarthi Sowrirajan
Email: asowrirajan@turnerimpact.com

And to: Quarles & Brady LLP
411 East Wisconsin Avenue
Suite 2350
Milwaukee, WI 53202
Attn: Michael J. Ostermeyer
Email: michael.ostermeyer@quarles.com

Any notice by either Party hereto, whether required or permissible hereunder, may be given by such Party's then current attorney, which notice, when given by such attorney, shall be deemed equally as effective as if given by such Party directly.

11. If the Property is damaged by fire or other casualty rendering the Licensed Premises unusable by Licensee for the Licensed Use, this License shall immediately terminate. Further, if all or any part of the Property is taken by eminent domain proceedings, Tenant may terminate this License at any time in connection therewith upon reasonable notice to Licensee.

12. This Agreement and the legal relations between the Parties hereto shall be governed by and construed in accordance with the Legal Requirements of the state in which the Property is located. For purposes of this Agreement, the term **"Legal Requirements"** means all present and future statutes, laws, codes, regulations, ordinances, orders, rules, bylaws, administrative guidelines, requirements, directives and actions of any federal, state or local governmental or quasi-governmental authority, and other legal requirements of whatever kind or nature that are applicable to the Property.

13. This Agreement does not and shall not be deemed to (i) constitute a lease or a conveyance of personal or real property by Tenant, (ii) confer upon Licensee any right, title, estate, or interest in the Property or the Licensed Premises, (iii) give rise to any bailment, or (iv) create any relationship between Licensee and Tenant other than as licensee and licensor (including, without limitation, either the relationship of landlord and tenant or the relationship of bailor and bailee). This Agreement grants to Licensee only a personal privilege to use and occupy the Licensed Premises during the Term, revocable on the terms set forth herein. Licensee shall have no right to assign, sublet, transfer, or convey its interest in this License, and any attempt to do so shall make this License immediately null and void. This Agreement may not be recorded in any governmental recording office.

14. This Agreement may not be waived or modified except by a written instrument signed by the Parties.

15. Time is of the essence in the performance of all obligations of any Party.

[*Signatures begin on next page*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Tenant:
Mater Academy of Nevada**,**
a _____

By: _____
Name:_____
Title:_____

Licensee:
[**Entity to be Determined**]**,**
a _____

By: _____
Name:_____
Title:_____

Landlord's Consent

Subject (i) to Tenant's continued due and timely performance of all terms, covenants, conditions, and obligations arising under the Lease and (ii) to Tenant's remaining fully liable for such due and timely performance, Landlord hereby delivers to Tenant the consent of Landlord that is required under Section 16.3 of the Lease.

Landlord:
TA Las Vegas 4760 EBR LLC**,**
a Delaware limited liability company

By: _____
Name:_____
Title:_____

Attachment 1 to Exhibit 16.3
Legal Description of the Property

That portion of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 29, Township 20 South, Range 62 East, M.D.M., City of Las Vegas, Clark County, Nevada described as follows:

BEGINNING at the Southwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence North along the West line thereof, a distance of 1346.39 feet to the Northwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence East along the North line thereof to a West line of Sunland Village, as recorded in the Office of the Clark County, Nevada Recorder on File in Book 16 of Plats, Page 21;
Thence South 00°36'41" East along said West line, a distance of 224.34 feet;
Thence North 87°12'13" East, a distance of 121.77 feet;
Thence South 0°33'43" West, a distance of 897.56 feet;
Thence North 87°11'30" East, a distance of 152.78 feet to the East line of the West Half (W ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence South along said East line to the Southeast Corner of Southeast Quarter (SE ¼);
Thence West along the South line of said Section 29 to the TRUE POINT OF BEGINNING.

Together with that portion conveyed to Bonanza-Marion, LLC in Quitclaim Deed recorded March 6, 2008 in Book 20080306 as Document No. 04050, of Official Records.

Excepting Therefrom a strip of land 150 feet in width, lying 75 feet on each side of the following described centerline:

COMMENCING at the Northwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said section 29;
Thence South 1°13'50" West along the along the West line of said Southeast Quarter (SE ¼), 96.92 feet to the TRUE POINT OF BEGINNING of the herein described centerline:
Thence South 28°47'28" East, 1396.58 feet to a point on the South line of said Southeast Quarter (SE ¼), said point bears North 87°57'07" East 699.89 feet from the South Quarter corner of said Section 29, said point also being the point of termination. The side lines of said strip of land are to be lengthened or shortened as to begin on the North line and the West line and to terminate on the South line, of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29.

Further Excepting Therefrom those portions conveyed for road purposes by Deeds recorded September 3, 1954 in Book 20 as Document No. 19378, June 24, 1955 in Book 59 as Document No. 50172, May 11, 1964 in Book 537 as Document No. 432173, June 3, 1974 in Book 431 as Document No. 390442, January 20, 1995 in Book 950120 as Document No. 01869, all of Official Records, Clark County, Nevada.

Further Excepting Therefrom that portion conveyed to the City of Las Vegas, a municipal corporation by Grant Bargain and Sale Deed, recorded September 8, 2006 in Book 20060908 as

Document no. 0003357, of Official Records as re-recorded July 25, 2007 in Book 20070725 as Document No. 00348, of Official Records.

Further Excepting Therefrom that portion conveyed to the City of Las Vegas by Quitclaim Deed recorded February 12, 2007 in Book 20070212 as Document No. 02683, February 29, 2008 in Book 20080229 as Document No. 02841, as re-recorded May 15, 2008 in Book 20080515 as Document No. 00582 and in that certain Grant Deed recorded February 29, 2008 in Book 20080229 as Document No. 02842, of Official Records.

NOTE: The above metes and bounds legal description appeared previously in the deed recorded October 15, 2012 in Book 20121015 as Document No. 000304, of Official Records.

EXHIBIT 29.2
Form of Memorandum of Lease

WHEN RECORDED RETURN TO:

_____
_____
_____
_____

THIS MEMORANDUM OF LEASE (the "**Memorandum**") is entered into this ___ day of September, 2016 (the "**Effective Date**"), by and between MATER ACADEMY OF NEVADA ("**Tenant**") and TA LAS VEGAS 4760 EBR LLC ("**Landlord**").

WITNESSETH:

WHEREAS, pursuant to a Lease Agreement (the "**Lease**") dated as of the Effective Date between Landlord and Tenant: Landlord has let to Tenant, and Tenant has leased from Landlord, a certain parcel of real property located in the City of Las Vegas, Clark County, State of Nevada, which parcel is legally described on Attachment 1 attached to and made a part of this Memorandum; and

WHEREAS, likewise pursuant to the Lease, Landlord has granted to Tenant an Option to Purchase the Property (the "**Option**"), on terms and conditions set forth in the Lease.

WHEREAS, Landlord and Tenant wish to make the existence of the Lease a matter of public record.

NOW THEREFORE, for value received, Landlord and Tenant agree that this Memorandum shall be recorded in the public land records of Clark County, Nevada, and that this Memorandum shall put all persons on notice of the following with respect to the Lease:

LANDLORD:	TA Las Vegas 4760 EBR LLC, a Delaware limited liability company
TENANT:	Mater Academy of Nevada, a Nevada public charter school
DATE OF EXECUTION:	September ___, 2016
RENT COMMENCEMENT DATE:	As determined under Section 2.1 of the Lease
DESCRIPTION OF LEASED PREMISES:	Land, building(s) and improvements located in the City of Las Vegas, Clark County, State of Nevada, as more particularly shown on Exhibit 1.1 to the Lease.
TERM:	29 Lease Years (including the potential partial Lease Year) occurring between the Commencement Date (as that term is defined in the Lease) and June 30, 2046.
OPTION:	Option to purchase the property during a defined period specified in

the Lease, for a Purchase Price calculated according to the terms of the Lease

This Memorandum is not a complete summary of the Lease or the Option, and the provisions of this Memorandum shall not be used in interpreting the Lease or the Option, nor to vary the terms and conditions of the Lease or the Option. In the event of conflict between this Memorandum and the unrecorded Lease or the unrecorded Option, the unrecorded Lease and the unrecorded Option shall control.

[*Signatures continue on next page.*]

IN WITNESS OF WHICH Landlord and Tenant have duly executed this Memorandum as of the Effective Date.

TENANT:
Mater Academy of Nevada,
a Nevada public charter school

By:_____
Print Name:_____
Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

This Memorandum of Lease dated September ___, 2016, consisting of _____ (__) pages (including all signature pages, exhibits, schedules and other pages appended or attached to the aforesaid document), was acknowledged before me this _____ day of _____, 20_____, by _____, the _____ of Mater Academy of Nevada, who personally appeared before me and is known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

LANDLORD:
TA LAS VEGAS 4760 EBR LLC,
a Delaware limited liability company

By:_____
Print Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of _____}

On _____ before me, [_____], personally appeared _____ _____,who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Description of Attached Document

Title or Type of Document: MEMORANDUM OF LEASE
Document Date:_____
Number of Pages:_____

QB\39365543.5

Attachment 5: Lease Agreement

MICHELE W. SHAFE

Clark County Assessor

500 S. GRAND CENTRAL PKY. * PO BOX 551401
LAS VEGAS, NEVADA 89155-1401

APPLICATION & QUESTIONNAIRE FOR PROPERTY TAX EXEMPTION

NAME OF ORGANIZATION: TA Las Vegas 4760 EBR LLC ISSUE DATE: _____
(PLEASE PRINT)
CONTACT NAME: Aarthi Sowrirajan EMAIL ADDRESS: asowrirajan@turnerimpact.com

CONTACT PHONE: 310-752-9639 BUSINESS PHONE: 310-752-9639

MAILING ADDRESS: 3000 Olympic Blvd., Ste 2120 Santa Monica/CA 90404
CITY / STATE ZIP

LOCATION ADDRESS: 4760 E. Bonanaza Rd, Las Vegas, NV 89110
(IF THERE ARE MULTIPLE LOCATION ADDRESSES, PLEASE ATTACH AN ADDITIONAL SHEET) ZIP

ARE YOU CLAMING EXEMPTION FOR: (CHECK ALL THAT APPLY)

☒ REAL PROPERTY ASSESSOR'S PARCEL NUMBER: 140-29-801-015

☒ PERSONAL PROPERTY ASSESSOR'S ID NUMBER: _____

DO YOU CURRENTLY HAVE AN EXEMPTION ON ANY OTHER PROPERTY? ☒ NO ☐ YES
(If YES, please list Parcel or Assessor ID numbers) _____

1. Pursuant to Nevada Revised Statutes, what type of Exemption is being applied for? Please check applicable Statute(s) listed below.

☐ Charter Schools	NRS 361.065
☐ Water Users	NRS 361.073
☐ Care of Orphans or Indigent	NRS 361.083
☐ Housing for Elderly or Handicapped	NRS 361.086
☐ Veteran's Organization	NRS 361.095
☐ University Charitable Foundation	NRS 361.098
☐ University Fraternity / Sorority	NRS 361.100
☐ Non-Profit Private School	NRS 361.105
☐ Certain Apprenticeship Programs	NRS 361.106
☐ Specific Organization	NRS 361.110
☐ Church, Chapel Property	NRS 361.125
☐ Lodges / Charitable Organization	NRS 361.135
☐ Religious, Educational, Charitable Corporations	NRS 361.140
☒ Other (Please List NRS)	NRS 361.096 - Leased to Charter School

2. If your organization is a church or religious society, please answer the following:

Number of members? _____

How often does your church hold services? _____

Name of church Clergyman? _____

In what church has your Clergyman been ordained? _____

Name of seminary or theological school from which your Clergyman graduated? _____

Does your organization have functions in addition to those of a religious nature? ☐ YES ☐ NO

If yes, type of functions? _____

3. If you organization is not a church or a religious society, does it provide medical care to people who are not able to pay?
☐ YES ☒ NO

4. Is your organization a corporation or affiliated with a corporation?
☐ YES Please attach copy of **Corporate Articles, Bylaws, State Charter** and current **Annual Financial Statement.**
☒ NO Please furnish copy of current **Annual Financial Statement.**

ALL DOCUMENT FURNISHED MUST BE COMPLETE WITH SIGNATURES, DATES AND ENDORSED BY THE APPRORIATE AGENCY.

MICHELE W. SHAFE

Clark County Assessor
500 S. GRAND CENTRAL PKY. * PO BOX 551401
LAS VEGAS, NEVADA 89155-1401

APPLICATION & QUESTIONNAIRE FOR PROPERTY TAX EXEMPTION

5. State the purpose of your organization. The purpose of the public charter school leasing the subject property is to be a public school serving grades from Kindergarten through 8th grade.

6. Has your organization been granted a use permit at the property in accordance with the organization purposes and projects?
☒ YES **PLEASE ATTACH A COPY OF THE DOCUMENTATION**
☐ NO

7. What are the sources of income for your organization?

Government Grants	Percentage of total income	
Donation	Percentage of total income	
Sales of any kind	Percentage of total income	
Services	Percentage of total income	
Other	Percentage of total income	100% Funded by the State of Nevada Distributive School Account

(THIS AREA MUST CORRESPOND WITH YOUR FINANCIAL STATEMENT)

8. For what purpose is the income of the organization used? The income of the Public Charter School leasing the subject property is used to fund the School's operations including teacher and staff salaries and benefits, curriculum materials, lease payment and other costs associated with normal public school operations.

9. Do people who perform the services or sales, receive compensation for their work? ☒ YES ☐ NO

10. Are the people who perform the services or sales, members of the organization for which an exemption is requested?
☐ YES ☒ NO

11. Do you own or rent / lease your present location? ☒ Own ☐ Rent / Lease
IF YOU ARE RENTING / LEASING, PLEASE SUBMIT A COPY OF RENTAL OR LEASE AGREEMENT.

12. Who is the owner of record and / or legal owner of the real property on which an exemption is requested?
TA Las Vegas 4760 EBR LLC

13. Are there any contracts currently that will affect the future ownership of the above real property?
☐ YES ☒ NO **IF YES, PLEASE ATTACH A COPY OF THE DOCUMENTATION.**

14. Is all or any part of the real or personal property leased, rented to or used by anyone other than your organization?
☒ YES ☐ NO **IF YES, PLEASE SUBMIT NAME, ADDRESS, TELEPHONE NUMBER AND A COPY OF LEASE OR RENTAL AGREEMENT.**

15. Please attach any other documents you rely upon in support of your claim for exemption and explain their significance.
Attached is the charter agreement between Mater Academy of Nevada and the State Public Charter School Authority

I HEREBY ATTEST UNDER PENALTY OF PERJURY THAT THE ANSWERS GIVEN ABOVE ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Business	Legal
✓	

SIGNED: [signature], BARI COOPER S HERMAN
TITLE: VICE PRESIDENT
DATE: 05.30.17

FIRST AMENDMENT TO LEASE AGREEMENT
(Mater Academy of Nevada - Bonanza)

This FIRST AMENDMENT TO LEASE AGREEMENT (this "**First Amendment**"), entered into as of the __ day of June, 2017, by and between **TA LAS VEGAS 4760 EBR LLC**, a Delaware limited liability company ("**Landlord**"), and **MATER ACADEMY OF NEVADA**, a Nevada public charter school ("**Tenant**").

WITNESSES:

A. Landlord and Tenant are Parties to that certain Lease Agreement dated as of September 29, 2016 (the "**Existing Lease**"), pursuant to which Tenant leases from Landlord those certain "**Premises**" consisting of real property located in the City of Las Vegas, Clark County, Nevada, and more particularly described on Exhibit 1.1 to the Original Lease (the "**Land**"), the building(s) located on the Land and to be located on the Land pursuant to the Lease (the "**Building**"), and all fixtures and improvements located therein and thereon.

B. Landlord and Tenant desire to amend the Existing Lease upon the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions contained in this First Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to amend the Existing Lease as follows:

1. Definitions. Capitalized terms used, and not otherwise defined, in this First Amendment shall have the same meanings as provided in the Existing Lease. The Existing Lease as modified by this First Amendment shall herein be collectively referred to as the "**Lease**," and from and after the date of this First Amendment, any reference to the "**Lease**" shall mean the Existing Lease as modified by this First Amendment.

2. Amendment to Commencement Date Certificate. The form of Commencement Date Certificate attached to the Lease as Exhibit 2.2 is hereby deleted in its entirety, and the new Exhibit 2.2 attached hereto and incorporated herein by this reference is hereby inserted in that place.

3. Rent. For the period between July 1, 2017 and the Rent Commencement Date, Tenant shall pay to Landlord Base Rent of $1.00 per month, which amount is due and payable by Tenant on July 1, 2017 and the first day of each month thereafter. This obligation of Tenant to pay such Base Rent as provided in the foregoing sentence is in addition to, and not in lieu of, any of Tenant's other obligations under the Lease whether with respect to the payment of Rent or otherwise.

4. Taxes. Notwithstanding the Commencement Date of the Term, Tenant is and shall be responsible for all Taxes from and after July 1, 2017. This obligation of Tenant with respect to Taxes is in addition to, and not in lieu of, any of Tenant's other obligations under the Lease whether with respect to Taxes or otherwise.

5. No Default.

(a) Tenant hereby represents, warrants, and agrees that: (i) there exists no breach, default, or event of default by Landlord under the Lease, or any event or condition that, with notice or passage

of time or both, would constitute a breach, default, or event of default by Landlord under the Lease; (ii) the Lease continues to be a legal, valid and binding agreement and obligation of Tenant; and (iii) Tenant has no current offset or defense to its performance or obligations under the Lease.

(b) Tenant hereby waives and releases all demands, charges, claims, accounts or causes of action of any nature against Landlord or any Landlord Parties, including without limitation, both known and unknown demands, charges, claims, accounts, and causes of action that have arisen out of or in connection with the Lease.

6. Brokerage. Landlord and Tenant each represents and acknowledges to the other that it has not dealt with any real estate broker in consummating this First Amendment, and that no conversation or prior negotiations were had with any broker concerning this First Amendment. Landlord and Tenant each hereby holds the other harmless against any claim for brokerage commission(s) arising out of any dealings, conversations or negotiations had by either with any broker claiming to have dealt the indemnifying party.

7. Landlord Notice Address. Landlord's notice address to Quarles & Brady LLP is hereby deleted in its entirety and the following is hereby inserted in that place:

Polsinelli PC
150 N. Riverside Plaza, Suite 3000
Chicago, IL 60606
Attn: Michael Ostermeyer, Esq.
Email: mostermeyer@polsinelli.com
Phone: (312) 873-3617.

8. Miscellaneous.

(a) Entire Agreement. This First Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

(b) Confidentiality. Tenant specifically acknowledges and agrees that this First Amendment is subject to the terms and conditions regarding confidentiality set forth in Section 29.3 of the Original Lease.

(c) Other Terms and Conditions. Except as specifically modified or amended by this First Amendment, all other terms and conditions of the Existing Lease shall remain in full force and effect.

(d) Conflict. In the event of a conflict or inconsistency between the terms and conditions of the Existing Lease and the terms and conditions of this First Amendment, the terms and conditions of this First Amendment shall control.

(e) Binding Effect. The terms of this First Amendment shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant (except in the case of Tenant, however, only such assigns as may be permitted under the Lease) and, if Tenant shall be an individual, upon and to his heirs, executors, administrators, successors and permitted assigns.

(f) Authorization. Tenant represents that this First Amendment has been duly authorized, executed and delivered by Tenant and constitutes the legal, valid and binding obligation of Tenant.

Landlord represents that this First Amendment has been duly authorized, executed and delivered by Landlord and constitutes the legal, valid and binding obligation of Landlord.

(g) Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original. Executed counterparts of this First Amendment may be delivered electronically by electronic mail, and such documents shall be effective as original executed instruments.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

TENANT:

MATER ACADEMY OF NEVADA,
a Nevada public charter school

By:_____
Name: Ricardo Jasso
Title: Board Chairperson

LANDLORD:

TA LAS VEGAS 4760 EBR LLC,
a Delaware limited liability company

By:_____
Name: Bari Cooper Sherman
Title: Vice President

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

TENANT:

MATER ACADEMY OF NEVADA,
a Nevada public charter school

By:_____
Name:_____
Title:_____

LANDLORD:

TA LAS VEGAS 4760 EBR LLC,
a Delaware limited liability company

By:_____
Name: Bari Cooper Sherman
Title: Vice President

Business	Legal
	RS

EXHIBIT 2.2
Commencement Date Certificate

This Agreement, made this __ day of _____, 2017 between TA LAS VEGAS 4760 EBR LLC ("**Landlord**") and MATER ACADEMY OF NEVADA ("**Tenant**").

W I T N E S S E T H :

WHEREAS, by a certain Lease, dated as of September 29, 2016, as the same may be amended from time to time (hereinafter called, as amended, "the **Lease**"), Landlord leased to Tenant the parcel of land located in City of Las Vegas, Clark County, State of Nevada, more particularly described on Exhibit 1.1 of the Lease, together with all buildings existing and to be constructed by Landlord thereupon (altogether, the "Premises"); and

WHEREAS, Tenant is now in possession of the Premises; and

WHEREAS, under the provisions of the Lease, Landlord and Tenant agreed to execute, acknowledge and deliver to each other an agreement setting forth, among other things, the Commencement Date and the Rent Commencement Date.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The Commencement Date of the Lease was _____, 2017.

2. The Rent Commencement Date of the Lease was _____, 2017.

3. The Expiration Date of the Term is the 30th day of June, 2046.

4. The Base Rent as of the date hereof is $ _____.

5. Base Rent due between July 1, 2017 and the Rent Commencement Date has been paid in full.

6. The Lease is in full force and effect and has not been modified, supplemented or amended in any way.

7. That all terms and conditions to be performed by the Landlord and Tenant under the terms of the Lease have been satisfied unless noted in an appendix to this Agreement; that as of the date hereof, there are no existing defenses or offsets against the Landlord or Tenant under the Lease terms; and that no rent has been paid in advance, except as may be provided for in the Lease and the rent has continued to be paid in accordance with said lease since the Rent Commencement Date.

8. Tenant is in occupancy of the leased Premises.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the day and year first above written.

LANDLORD:

TA Las Vegas 4760 EBR LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

TENANT:

Mater Academy of Nevada,
a Nevada public charter school

By: _____
Name: RicardoJasso
Title: Board Chairperson

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STEVEN D. ROSS
MAYOR PRO TEM

LOIS TARKANIAN
RICKI Y. BARLOW
STAVROS S. ANTHONY
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING

DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301
FAX 702.474.0352
TTY 7-1-1
www.lasvegasnevada.gov

/city of las vegas

September 9, 2015

Mr. David Shapiro
Advanced Capital Group LLC
8019 Echo Cliff Lane
Las Vegas, Nevada 89129

RE: SUP-60347 [PRJ-60285] - SPECIAL USE PERMIT RELATED TO VAC-60348 AND SDR-60350
PLANNING COMMISSION MEETING OF SEPTEMBER 8, 2015

Dear Applicant:

Your request for a Special Use Permit FOR A PRIVATE SCHOOL, PRIMARY USE at 4760 East Bonanza Road (APN 140-29-801-004), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-60285], was considered by the Planning Commission on September 8, 2015.

The Planning Commission voted to ***APPROVE*** your request, subject to the following:

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Public or Private School, Primary use.

2. Approval of and conformance to the Conditions of Approval for Vacation (VAC-60348) and Site Development Plan Review (SDR-60350) shall be required.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

This action by the Planning Commission on **September 8, 2015** is final unless a written appeal is filed with the City Clerk within ten days of the date of the Planning Commission's decision as allowed by code or there is a review action filed by the City Council within the same time period. For additional information on appeals or review requests submitted please access http://www.lasvegasnevada.gov/CheckStatus/DevelopmentApp.htm, or contact the Department of Planning and Development at 702.229.6301 after ***September 21, 2015***. No building permits or business licenses related to these items shall be issued prior to the expiration of the required ten day waiting period, or until any filed appeal is resolved pursuant to LVMC Title 19.18.

Sincerely,

Andrew P. Reed

Andrew P. Reed, AICP
Planning Supervisor
Case Planning Division

AR:nl

cc:

Mr. Arthur Ziev
LVCSD Saddle LLC
9 Osprey Drive
Ocean Ridge, Florida 89169

Mr. John Lopeman
ethos|three Architecture
8985 South Eastern, Ste. 220
Las Vegas, Nevada 89123

LEASE AGREEMENT

by and among

TA Las Vegas 4760 EBR LLC, Landlord

and

Mater Academy of Nevada, Tenant

Dated as of: September 29, 2016

Table of Contents

Page

ARTICLE I Leased Premises....1
ARTICLE II Term....4
ARTICLE III Base Rent, Security Deposit and Guaranty....7
ARTICLE IV Use and Conduct of Business in Premises....10
ARTICLE V Real Estate Taxes....12
ARTICLE VI Landlord's Work; Delivery of Possession; Commencement Date; Tenant's Installations....13
ARTICLE VII Compliance with Legal Requirements; Reporting Requirements and Covenants....18
ARTICLE VIII Indemnity and Insurance....20
ARTICLE IX Alterations....25
ARTICLE X Landlord's and Tenant's Removable Property....27
ARTICLE XI Repairs and Maintenance....28
ARTICLE XII Utilities....30
ARTICLE XIII Landlord's Services....31
ARTICLE XIV Subordination....32
ARTICLE XV Quiet Enjoyment....33
ARTICLE XVI Assignment, Subletting and Mortgaging....33
ARTICLE XVII Signage....36
ARTICLE XVIII Damage or Destruction....36
ARTICLE XIX Eminent Domain....38
ARTICLE XX Surrender....39
ARTICLE XXI Default By Tenant; Landlord Remedies; Default by Landlord....40
ARTICLE XXII No Waivers....43
ARTICLE XXIII Curing Tenant's Defaults....43
ARTICLE XXIV Brokerage....44
ARTICLE XXV Notices....44
ARTICLE XXVI Estoppel Certificates....45
ARTICLE XXVII Holdover....46
ARTICLE XXVIII Representations and Warranties....46
ARTICLE XXIX Miscellaneous Provisions....47

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") dated September 29, 2016 (the "**Effective Date**"), by and among TA Las Vegas 4760 EBR LLC, a Delaware limited liability company ("**Landlord**") and Mater Academy of Nevada, a Nevada public charter school ("**Tenant**").

ARTICLE I
Leased Premises

1.1 Ownership of Premises. Landlord is or will be the fee owner of the parcel of land described in Exhibit 1.1 annexed hereto and made a part hereof.

1.2 Description of Premises. The "**Premises**" shall consist of the real property located in the City of Las Vegas, Clark County, State of Nevada, and more particularly described on the Exhibit 1.1 attached to and made a part of this Lease (the "**Land**"), the building(s) located upon the Land and to be located upon the Land pursuant to this Lease (the "**Building**"), and all fixtures and improvements located therein and thereon. In consideration of Tenant's payment of the Base Rent and Additional Rent (each as defined below) and Tenant's performance of the covenants hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby takes from Landlord said Premises.

1.3 Defined Terms.

"AAA" has the meaning set forth in Section 6.11.

"Acquisition Deadline" has the meaning set forth in Section 2.3.1.

"Additional Rent" has the meaning set forth in Section 3.2.1.

"Alterations" has the meaning set forth in Section 9.1.

"Alternate Base Rent Notice" has the meaning set forth in Section 3.1.1.

"Alternate Base Rent Schedule" has the meaning set forth in Section 3.1.1.

"Appraised Value of the Premises" shall have the meaning set forth in Section 2.4.4.

"Authorizer" means the Nevada State Public Charter School Authority, as well as any other charter school authorizer under Nev. Rev. Stat. § 386.509 that is, at any given time during the Term, party to a Charter School Contract (as contemplated under Nev. Admin. Code § 386.050) with Tenant.

"Base Rent" has the meaning set forth in Section 3.1.

"Budget" means the budget developed and agreed by the Parties, in writing, as provided in Section 6.4.

"Building" has the meaning set forth in Section 1.2.

"Building Systems" has the meaning set forth in Section 11.1.1.

"Business Days" shall mean every calendar day Monday through Friday, inclusive, but excluding legal holidays of the United States of America and of the state where the Premises are located.

"Capital Repair Costs" has the meaning set forth in Section 11.2.2.

"Charter School" has the meaning set forth in Section 4.1.1.

"Charter School Contract" has the meaning set forth in Section 4.1.1.

"Closing Date" has the meaning set forth in Section 2.4.1.

"Commencement Date" has the meaning set forth in Section 2.1.

"Commencement Date Certificate" has the meaning set forth in Section 2.2.

"Confidential Information" has the meaning set forth in Section 29.3.1.

"**Control**" means the full power and legal authority to direct and control the business, operations, decisions and actions of the subject person or entity.

"Dangerous Condition" has the meaning set forth in Section 4.2.1.

"Department" has the meaning set forth in Section 7.5.1.

"Development Costs" means all costs (including the reasonable cost of Landlord's travel in connection with Landlord's efforts under ARTICLE VI) expended toward Landlord's Work, but not unspent contingency funds.

"Effective Date" means September 29, 2016.

"**Environmental Site Assessment**" means the "Phase I Environmental Site Assessment" prepared for TA II Acquisition LLC by Terracon Consultants, Inc. as Project No. 64157673 and dated December 3, 2015.

"Event of Default" has the meaning set forth in Section 21.1.

"Expiration Date" has the meaning set forth in Section 2.1.

"Governmental Approvals" has the meaning set forth in Section 2.3.2.

"Hazardous Materials" means any material or substance that is regulated from time to time by any local, state or federal law relating to environmental conditions and industrial hygiene, including, without limitation, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act, the Federal Water Pollution Control Act, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Safe Drinking Water Act, and all similar federal, state and local environmental statutes, ordinances and the regulations, orders, or decrees now or hereafter promulgated thereunder. "**Hazardous Materials**" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous material" pursuant to Legal Requirements.

"Insurance Proceeds" has the meaning set forth in Section 18.1.3.

"Insurance Requirements" means the insurance coverages required to be maintained by Tenant pursuant to Section 8.2 and Landlord pursuant to Section 8.3, and all requirements of the insurers issuing the policies containing such coverages.

"Interest Rate" has the meaning set forth in Section 3.3.2.

"Land" has the meaning set forth in Section 1.2.

"Landlord" means TA Las Vegas 4760 EBR LLC, a Delaware limited liability company.

"Landlord Affiliate" means any person or entity which Controls, is Controlled by, or is under common Control with Landlord.

"Landlord Party" means Landlord and any Landlord Affiliate, and their respective officers, directors, shareholders, constituent partners, members, managers, principals, employees, staff, consultants, contractors, agents and professional advisors.

"Landlord's Work" has the meaning set forth in Section 6.1.

"Lease" means this Lease Agreement.

"Lease Year" means (i) the period beginning on the Commencement Date and ending on the June 30 that first occurs after the Rent Commencement Date, and (ii) every period of July 1-June 30 thereafter occurring during the Term.

"Legal Requirements" means: all present and future statutes, laws, codes, regulations, ordinances, orders, rules, bylaws, administrative guidelines, requirements, directives and actions of any federal, state or local governmental or quasi-governmental authority that are applicable to the Premises; all recorded easements and licenses, recorded building and use restrictions, and other recorded covenants that are applicable to the Premises; and all other legal requirements of whatever kind or nature that are applicable to the Premises.

"Management Agreement" has the meaning set forth in Section 7.6.

"Manager" shall mean Academica Nevada, LLC, pursuant to the Charter School Services and Support Agreement required under Section 7.6.

"Material Alterations" has the meaning set forth in Section 9.1.2.

"Mortgage" has the meaning set forth in Section 14.1.

"Net Award" has the meaning set forth in Section 19.3.

"Non-Profit Company" has the meaning set forth in Section 2.5.

"Notice of Exercise" has the meaning set forth in Section 2.4.1.

"OFAC" has the meaning set forth in Section 29.7.

"Option" has the meaning set forth in Section 2.4.

"Option Period" has the meaning set forth in Section 2.4.

"Option Purchase Price" has the meaning set forth in Section 2.4.3.

"Option Sale Agreement" has the meaning set forth in Section 2.4.1.

"Party" shall mean either the Landlord or the Tenant.

"Parties" shall mean both the Landlord and the Tenant.

"Permitted Alterations" has the meaning set forth in Section 9.1.1.

"Permitted Use" has the meaning set forth in Section 4.1.2.

"Permitting Deadline" has the meaning set forth in Section 2.3.2.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

"Personal Property Taxes" has the meaning set forth in Section 5.2.2.

"Plans and Specifications" has the meaning set forth in Section 6.1.

"Premises" has the meaning set forth in Section 1.2.

"Premiums" has the meaning set forth in Section 8.3.2.

"Prohibited Person" has the meaning set forth in Section 29.7.

"Project Value of the Premises" has the meaning set forth in Section 2.4.5.

"Punchlist Items" means (i) minor details of construction, mechanical adjustment or any other similar matter, the non-completion of which will not interfere with Tenant's use and occupancy of the Premises for the Permitted Uses and (ii) items which, in accordance with good construction practice, must be performed after Substantial Completion of Landlord's Work.

"Real Estate Taxes" has the meaning set forth in Section 5.2.1.

"Rent" has the meaning set forth in Section 3.2.1.

"Rent Commencement Date" has the meaning set forth in Section 2.1.

"Request" has the meaning set forth in Section 16.1.1.

"Specially Designated National and Blocked Person" has the meaning set forth in Section 29.7.

"Substantial Completion" and **"Substantially Complete"** have the meanings set forth in Section 6.3.

"Substantially Damaged" has the meaning set forth in Section 18.1.1.

"Successor Landlord" has the meaning set forth in Section 14.2.

"Superior Lease" has the meaning set forth in Section 14.1.

"Superior Lessor" has the meaning set forth in Section 14.1.

"Superior Mortgage" has the meaning set forth in Section 14.1.

"Superior Mortgagee" has the meaning set forth in Section 14.1.

"Target Commencement Date" has the meaning set forth in Section 6.2.

"Taxes" has the meaning set forth in Section 5.2.

"Tenant" means Mater Academy of Nevada, a Nevada public charter school.

"Tenant Affiliate" means any person or entity which Controls, is Controlled by, or is under common Control with Tenant.

"Tenant Delay" has the meaning set forth in Section 6.5.

"Tenant Party" means Tenant and any Tenant Affiliate, and their respective officers, directors, shareholders, constituent partners, members or principals, employees, staff, students, parents, consultants, contractors, agents and professional advisors.

"Tenant's Removable Property" has the meaning set forth in Section 6.8.

"Term" has the meaning set forth in Section 2.1.

"Transfer Expenses" has the meaning set forth in Section 16.1.5.

"Unavoidable Delay" has the meaning set forth in Section 29.5.

ARTICLE II
Term

2.1 Term. The term of this Lease (the "**Term**") shall commence on the date Landlord's Work is Substantially Complete in accordance with Section 6.3 (the "**Commencement Date**"), and shall

expire at 11:59 p.m. on June 30, 2046. The "**Rent Commencement Date**" of this Lease shall be the later date to occur of (i) the Commencement Date, and (ii) September 1, 2017. The "**Expiration Date**" shall mean the date of expiration of the Term or on such earlier date upon which the Term shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this Lease or pursuant to any Legal Requirements.

2.2 Commencement Date Certificate. Tenant shall, upon the request of Landlord, execute, acknowledge and deliver to Landlord an instrument in the form of the "**Commencement Date Certificate**" attached hereto as Exhibit 2.2 and otherwise in form reasonably satisfactory to Landlord confirming the Commencement Date, the Rent Commencement Date, the Expiration Date, the Base Rent and such other items as Landlord may reasonably request; *provided*, that Tenant's failure to execute, acknowledge and deliver such an instrument shall not affect the validity of the Commencement Date, the Rent Commencement Date, the Expiration Date, the Base Rent or such other items as set forth in such Commencement Date Certificate.

2.3 Right to Cancel. This Lease is expressly conditioned upon the following:

2.3.1 If, for any reason whatsoever, Landlord fails to acquire fee title to the Premises on or before October 30, 2016 (the "**Acquisition Deadline**"), then unless Landlord and Tenant mutually agree in writing to extend such date, Landlord may elect to terminate this Lease by sending written notice of such termination of this Lease to Tenant within ten (10) Business Days following such Acquisition Deadline, and in such event, this Lease shall terminate and the Parties shall have no further obligations under this Lease, except for those obligations which expressly survive the termination of this Lease.

2.3.2 If, for any reason whatsoever, Landlord has not obtained approvals from all required governmental authorities on or before October 30, 2016 (the "**Permitting Deadline**"), on terms and conditions acceptable to Landlord in its sole discretion and sufficient to allow the Permitted Use at the Premises (the "**Governmental Approvals**"), Landlord may elect to terminate this Lease by sending written notice of such termination within ten (10) Business Days following such Permitting Deadline, and in such event, this Lease shall terminate and the Parties shall have no further obligations under this Lease, except for those obligations which expressly survive the termination of this Lease. Notwithstanding the foregoing, Tenant acknowledges that it is solely responsible for determining whether applicable building codes, ordinances, regulations and other Legal Requirements, as well as all recorded building and use restrictions of every kind, are consistent with Tenant's use of the Premises for the Permitted Use. Accordingly, Tenant shall have no right to terminate or modify this Lease if the Premises are not suitable in any respect for the Permitted Use.

2.4 Option to Purchase. As of the Commencement Date, Landlord shall be deemed to grant, bargain, sell, and convey to Tenant—and hereby does, as of such Commencement Date, grant, bargain, sell, and convey to Tenant—an option (the "**Option**") to purchase the Premises for the Option Purchase Price. The Option may only be exercised by Tenant, and only during the period commencing with the thirty-seventh (37th) full calendar month of the Term and ending after completion of the sixtieth (60th) full calendar month of the Term. Accordingly, for purposes of this Lease, the term "**Option Period**" shall mean the portion of the Term that commences at the beginning of the thirty-seventh (37th) full calendar month thereof and ends at the conclusion of the sixtieth (60th) full calendar month thereof.

2.4.1 The Option shall be exercised, if at all, only by Tenant's delivering to Landlord, during the Option Period, all of the following (when, and only when, timely delivered, collectively, a "**Notice of Exercise**"): (i) written notice expressly stating that Tenant is exercising the Option; (ii) a self-contained and in-depth summary valuation report of the kind commonly known as a "full narrative appraisal" of the Premises, which appraisal shall have been prepared by a third-party appraiser carrying

the MAI-designation and currently licensed in the State of Nevada; and which appraisal shall expressly declare the preparing appraiser's opinion of the full fair market value of the Premises; (iii) two (2) originals of the Sale Agreement attached hereto as Exhibit 2.4.1 (the "**Option Sale Agreement**"), duly executed by Tenant; and (iv) a written statement specifying a closing date for the consummation of the conveyance of the Property to Tenant, which closing date (the "**Closing Date**") (A) shall be a Business Day occurring no earlier than twenty (20) and no later than one hundred twenty (120) Business Days after Landlord's receipt of the Notice of Exercise, but (B) shall not in any event be later than the date that is sixty (60) Business Days after the end of the Option Period. Tenant's delivery of the Notice of Exercise shall be deemed an irrevocable obligation of Tenant to purchase the Property, and of Landlord to sell the Property, pursuant to all other terms and conditions set forth in this Lease and in the Option Sale Agreement.

2.4.2 Notwithstanding anything to the contrary contained in this Lease, this Option shall terminate upon any termination of this Lease. Tenant shall have no right to deliver the Notice of Exercise during the existence of an Event of Default, and Tenant's inability to deliver the Exercise Notice as a result of an Event of Default shall not extend the Option Period.

2.4.3 The price for Tenant's purchase of the Premises pursuant to the Option (the "**Option Purchase Price**") shall, subject to adjustments under Section 2.4.4 and Section 11.2, equal the greater of (i) the Project Value of the Premises or (ii) the Appraised Value of the Premises.

2.4.4 For purposes of this Lease, the "**Appraised Value of the Premises**" shall mean the fair market value of the Premises as declared by the full narrative appraisal report that Tenant shall be required to deliver pursuant to Section 2.4.1, subject to Landlord's confirmation that the requisite appraisal shall have been duly prepared according to the requirements specified in such Section 2.4.1. Notwithstanding the foregoing, the Parties agree that the Appraised Value of the Premises shall not exceed the following limits:

(a) if Tenant does not timely deliver an Alternate Base Rent Notice, then the Appraised Value of the Premises shall not exceed (i) $14,431,579 if the Closing Date occurs in any of the thirty-seventh (37th) through forty-eighth (48th) full calendar months of the Term, or (ii) $14,536,842 if the Closing Date occurs in any of the forty-ninth (49th) through sixtieth (60th) full calendar months of the Term; or

(b) if Tenant does timely delivers an Alternate Base Rent Notice, then the Appraised Value of the Premises shall not exceed (i) $14,184,211 if the Closing Date occurs in any of the thirty-seventh (37th) through forty-eighth (48th) full calendar months of the Term, or (ii) $14,284,211 if the Closing Date occurs in any of the forty-ninth (49th) through sixtieth (60th) full calendar months of the Term;

provided that, if the stated Project Values of the Premises determined hereunder for the pertinent time increments are adjusted pursuant to the terms of Section 2.4.5, below, then the maximum amounts of the Appraised Values of the Premises for the same time increments, as indicated in this Section 2.4.4, shall simultaneously be adjusted in direct proportion to such adjustments under Section 2.4.5.

2.4.5 For purposes of this Lease, the "**Project Value of the Premises**" shall mean one of the following:

(a) if Tenant shall not timely deliver an Alternate Base Rent Notice, then the Project Value of the Premises shall be (i) $13,710,000 if the Closing Date occurs in any of the thirty-seventh (37th) through forty-eighth (48th) full calendar months of the Term, or (ii)

$13,810,000 if the Closing Date occurs in any of the forty-ninth (49th) through sixtieth (60th) full calendar months of the Term; or

(b) if Tenant shall timely deliver an Alternate Base Rent Notice, then the Project Value of the Premises shall be (i) $13,475,000 if the Closing Date occurs in any of the thirty-seventh (37th) through forty-eighth (48th) full calendar months of the Term, or (ii) $13,570,000 if the Closing Date occurs in any of the forty-ninth (49th) through sixtieth (60th) full calendar months of the Term.

Notwithstanding the foregoing, however, on or before the forty-fifth (45th) Day after the Rent Commencement Date, Landlord shall notify Tenant of the actual Development Costs. If the actual Development Costs shall differ from the Budget, then the Project Values of the Premises as set forth above shall be increased or decreased to take into account such actual Development Costs. If Tenant disagrees with or disputes the actual Development Costs indicated in the Landlord notice under this Section 2.4.5, the Parties shall use their reasonable best efforts to settle the disagreement or dispute. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If, however, the Parties do not reach such resolution as to the Development Costs within a period of ten (10) Business Days after Landlord delivers a notice of actual Development Costs under this Section 2.4.5 then, (i) upon written notice to arbitrate by either Party delivered to the other within five (5) Business Days after the end of the ten (10) Business-Day negotiating period, all such disagreements and disputes as to the actual Development Costs shall be finally settled according to the dispute resolution provisions set forth in Section 6.11, or (ii) if neither Party timely delivers the requisite notice to arbitrate within such five (5) Business Days, then Landlord's notice to Tenant of its actual Development Costs shall be conclusive. No matter how resolved, the Parties shall enter into a written modification to this Lease, as provided under Section 29.4, to record any adjustment(s) to the Project Value of the Premises under this Section 2.4.5 or to the Appraised Values of the Premises under Section 2.4.4.

2.5 Non-Profit Status. Notwithstanding anything herein to the contrary, if Tenant (or any successor or assignee of Tenant) shall at any time during the Term cease to be an organization qualifying for an exemption from federal income taxation either (i) pursuant to Section 501(c)(3) of the Internal Revenue Code or (ii) as a public charter school under Nevada law (in either instance, a "**Non-Profit Company**"), or if this Lease is assigned, transferred or subleased, by operation of law or otherwise, to an entity which is not a Non-Profit Company, Landlord shall have the right to terminate this Lease without further liability or obligation to Tenant by providing Tenant with twenty (20) Business Days prior written notice, provided, however, that in the event of Tenant's failure to qualify as a Non-Profit Company (but not in the event of an assignment or sublease to a Non-Profit Company), if before the effective date of termination of this Lease, Tenant cures such failure and again qualifies as a Non-Profit Company, Landlord's termination notice shall be revoked and null and void and this Lease shall continue in full force and effect subject to the terms and conditions of this Lease, including Landlord's rights under this Section 2.5. Tenant (or any successor or assignee of Tenant) shall notify Landlord in writing immediately upon learning of the loss of its status as a Non-Profit Company, or upon learning or determining that such status is in jeopardy.

ARTICLE III
Base Rent

3.1 Base Rent. The fixed annual rent (the "**Base Rent**") shall be paid commencing on the Rent Commencement Date and thereafter in monthly installments in advance on the first Business Day of each and every calendar month during the Term. Base Rent shall be paid in the amounts set forth on

Exhibit 3.1 attached to and made a part of this Lease, subject only (i) to Tenant's delivering an Alternate Base Rent Notice under Section 3.1.1, thus irrevocably electing the Alternate Base Rent Schedule, (ii) to adjustment pursuant to Section 3.6, if applicable, and (iii) to adjustment pursuant to Section 11.2, if applicable.

3.1.1 The Parties acknowledge that Tenant may wish, under circumstances determined solely by Tenant, to have the rates of Base Rent payable with respect to certain Lease Years adjusted upward. Accordingly, Tenant may, at Tenant's sole discretion, irrevocably elect to have (i) the schedule of Base Rent set forth on Exhibit 3.1 deleted from the Lease and (ii) the alternative schedule of Base Rent set forth on Exhibit 3.1 (Alternative 1) ("**Alternate Base Rent Schedule**") simultaneously substituted in its place. Tenant shall elect, if at all, to make such substitution by delivering written notice of such election (the "**Alternate Base Rent Notice**") to Landlord not later than August 15, 2017. If Tenant shall timely deliver the Alternate Base Rent Notice to Landlord, the Alternate Base Rent Schedule shall thereafter dictate irrevocably all of the following: (i) the Base Rent payable by Tenant after the Rent Commencement Date and throughout the Term, subject only to adjustment pursuant to Section 3.6 and Section 11.2, if applicable; (ii) the Appraised Value of the Premises determined under Section 2.4.4; and (iii) the Project Value of the Premises determined under Section 2.4.5.

3.2 Additional Rent.

3.2.1 The Base Rent shall be net to Landlord, except as expressly provided otherwise in this Lease, so that all impositions, insurance premiums, utility charges, maintenance, repair and replacement expenses, payments or charges under covenants, conditions and restrictions now or hereafter of record, all expenses relating to compliance with Legal Requirements, capital replacements, and all other costs, fees, charges, expenses, reimbursements and obligations of every kind and nature whatsoever relating to the Premises (excepting only Landlord's obligations expressly set forth in this Lease) which may arise or become due to Landlord or third parties during the Term or by reason of events occurring during the Term shall be paid or discharged by Tenant, at Tenant's sole cost and expense (all charges payable by Tenant other than Base Rent, however denoted, are hereinafter collectively referred to as "**Additional Rent**"). Base Rent and Additional Rent are sometimes hereinafter collectively referred to as "**Rent**" or "**Rents**."

3.2.2 Together with, and in addition to, any payment of Rent or other sum(s) payable to or for the benefit of Landlord under this Lease, Tenant shall pay to Landlord, further as Additional Rent, a sum equal to the aggregate of any excise, sales, occupancy, franchise, privilege, rental, or transaction privilege tax on, or of any similar tax now or in the future levied, assessed, or imposed by any governmental authority upon, Landlord or the Premises as a result (and to the extent) of payments comprising Rent under this Lease, or as a result of Tenant's use or occupancy of the Premises; provided, however, that such amount(s) shall be so payable by Tenant only if (i) duly imposed and (ii) a liability from which Tenant is not exempt.

3.3 Payment of Rent.

3.3.1 Tenant covenants and agrees to pay Base Rent and Additional Rent to, or as directed in writing by, Landlord. Tenant shall pay the Base Rent and Additional Rent promptly when due without notice or demand therefor and without any abatement, deduction or set off for any reason whatsoever unless expressly provided in this Lease; provided further that Base Rent shall be paid in the manner and pursuant to the terms of an Escrow Agreement substantially similar in form and content to the document set forth on Exhibit 3.3.1 attached to and made a part of this Lease, a duly executed copy of which Tenant shall have delivered to Landlord on Effective Date.

3.3.2 In addition to any other remedies Landlord may have under this Lease, if any Base Rent or Additional Rent payable hereunder to Landlord is not paid within five (5) Business Days after the due date therefor, such overdue payment shall bear interest from the due date thereof until paid at a rate (the "**Interest Rate**") equal to the lesser of (i) ten percent (10%) per annum or (ii) the maximum interest rate permitted by Legal Requirements, and the amount of such interest shall be Additional Rent.

3.3.3 If the Rent Commencement Date or the Expiration Date occurs on a day other than the first day of a calendar month, the Base Rent and all Additional Rent for the partial calendar month in which the Rent Commencement Date or the Expiration Date occurs shall be prorated and the Base Rent for the partial calendar month in which the Rent Commencement Date occurs shall be paid on the Rent Commencement Date.

3.3.4 No payment by Tenant or receipt or acceptance by Landlord of a lesser amount than the Base Rent or Additional Rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other remedy in this Lease or at law provided.

3.3.5 Tenant's failure to pay Additional Rent shall be considered a failure to pay Base Rent hereunder and Landlord shall be entitled to all rights and remedies provided herein and by law in connection therewith. Landlord may request in writing at any time that Tenant provide Landlord with written evidence reasonably satisfactory to Landlord to document that Tenant has made full, timely payment of any Additional Rent that Tenant may have paid directly to a person or entity other than Landlord. Tenant shall, not less than ten (10) Business Days after Landlord delivers such written request, provide the required written evidence.

3.4 [Reserved.]

3.5 [Reserved.]

3.6 Adjustment of Base Rent Upon Substantial Completion of Landlord's Work. Landlord and Tenant acknowledge that one factor in determining the fair rental value for the Premises under this Lease is the total Development Costs, and that the Base Rent set forth above has been determined, in part, using the Budget. Accordingly, Landlord shall also provide Tenant with a revised schedule of Base Rent, which shall be determined by increasing or decreasing the Base Rent set forth in Section 3.1 above by such amounts as may be reasonably required, as determined by Landlord in good faith, to ensure that Landlord receives the same rate of return on its capital investment in the Premises as Landlord would have received had the sum of all actual Development Costs noticed by Landlord been equal to the Budget. If Tenant disagrees with or disputes Landlord's calculation of adjusted Base Rent, Tenant shall provide Landlord with Tenant's own calculation of adjusted Base Rent (and a revised schedule of the same) within ten (10) Business Days after Landlord delivers its notice under Section 2.4.4. If Tenant's adjusted calculation (and revised schedule) of Base Rent differs from Landlord's by less than ten percent (10%), then Landlord's determination of Base Rent shall be binding upon the Parties. If Tenant's adjusted calculation (and revised schedule) of Base Rent differs from Landlord's by ten percent (10%) or more, however, then the Parties shall use their reasonable best efforts to settle the dispute. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If, however, the Parties do not reach such solution within a period of ten (10) Business Days after Tenant delivers to Landlord written notice of Tenant's adjusted calculation (and revised schedule) of Base Rent, then, (i) upon written notice to arbitrate by either Party delivered to the other within five (5) Business Days after the end of the ten (10) Business-Day negotiating period, all such disagreements and disputes

shall be finally settled according to the dispute resolution provisions set forth in Section 6.11, or (ii) if neither Party timely delivers the requisite notice to arbitrate within such five (5) Business Days, then the revised scheduled of Base Rent provided in Landlord's initial notice to Tenant under this Section 3.6 shall be conclusive. No matter how resolved, the Parties shall enter into a written modification to this Lease, as provided under Section 29.4, to record any adjustment(s) to the Base Rent under this Section 3.6. All time periods provided in this Section 3.6 shall run concurrently with the time periods provided in Section 2.4.4.

ARTICLE IV
Use and Conduct of Business in Premises

4.1 Use.

4.1.1 Tenant shall maintain the charter school contract entered into between Tenant and Authorizer under Nev. Rev. Stat. § 386.527 and dated March 31, 2014 (as amended, modified, replaced, renewed, and extended from time to time—including, without limitation, by an Amendment to the Charter School Contract dated August 24, 2015—the "**Charter School Contract**") for operation, upon the Premises, of the Mater Academy of Nevada Charter School (as operated upon the Premises, the "**Charter School**") in good standing and in full force and effect and shall take all actions necessary to renew such Charter School Contract during the Term.

4.1.2 Tenant shall use and occupy the Premises for the operation of the Charter School, and for associated supporting activities (including but not limited to administration, cafeteria, nurse's office, science laboratories, gymnasium, locker rooms, arts and crafts, ceramics, pre-kindergarten, before-care, after-care, tutoring, enrichment and enhancement programs, and the like) consistent with operation of the Charter School (the "**Permitted Use**"), and for no other purpose whatsoever without the prior written consent of Landlord.

4.1.3 Tenant acknowledges the following: (i) that it has reviewed all zoning ordinances, land use restrictions, and similar limitations affecting the Premises, as well as all agreements entered into under the same; (ii) that all such ordinances, restrictions, limitations and agreements constitute Legal Requirements with which Tenant shall comply according to the terms of this Lease; and (iii) that Tenant's failure or inability at any time to comply with such ordinances, restrictions, limitations and agreements shall not give rise to any right in Tenant to terminate this Lease. Furthermore, if any governmental license, certificate, approval, or permit, including without limitation, the Charter School Contract, shall be required for the proper and lawful conduct of the Permitted Use in the Premises or any part thereof pursuant to any Legal Requirement, Tenant, at its sole cost and expense, shall diligently and duly procure and thereafter maintain such licenses, certificates, approvals, permits and Charter School Contract during the Term hereof, and Tenant shall submit such licenses, certificates, approvals, permits and Charter School Contract (and all applications therefor) to Landlord for inspection promptly upon request. Landlord agrees to cooperate with Tenant, at no cost, expense or liability to Landlord, in connection with Tenant procuring all such licenses certificates, approvals, permits and Charter School Contract. Tenant shall at all times during the Term hereof comply with the terms and conditions of each such license, certificate, approval, permit and Charter School Contract. If Tenant fails, for any or no reason whatsoever, to obtain any or all licenses, certificates, approvals, permits or Charter School Contract necessary for the operation of Tenant's business at the Premises as required by this Lease, such failure shall not affect, reduce or diminish Tenant's obligations under this Lease.

4.1.4 Tenant shall not use or permit the use of the Premises or any part thereof in any way which would violate (i) the Certificate of Occupancy for the Premises or the Building, (ii) the Charter School Contract, (iii) the Governmental Approvals, or (iv) any Legal Requirements, and Tenant

shall not suffer or permit the Premises or any part thereof to be used in any manner or anything to be done therein or anything to be brought into or kept therein which would in any way impair the proper and efficient heating, cleaning or other servicing of the Building or the Demised Premises. Neither shall Tenant commit or suffer to be committed any waste at the Premises.

4.2 Hazardous Materials.

4.2.1 Tenant represents, warrants and covenants that during the Term it shall not use nor cause to be used nor store any Hazardous Materials within the Premises or dispose of any Hazardous Materials at or from the Premises. In addition, Tenant shall notify Landlord, within twenty-four (24) hours of obtaining knowledge thereof, of any release of Hazardous Materials on the Premises. Nothing herein, however, shall prohibit Tenant from (i) using cleaning fluid and supplies customarily used in school facilities, (ii) chemicals and other laboratory materials customarily used in science labs, (iii) medical office supplies, medical equipment, pharmaceuticals and first aid kits customarily stored and used in school nurse's offices, and (iv) arts and crafts materials customarily used in school facilities, any of which may constitute Hazardous Materials but which are customarily present in schools; *provided* that such use and storage in the Premises shall at all times be in strict compliance with Legal Requirements, and that all such Hazardous Materials shall be removed from the Premises on or before the expiration or sooner termination of the Lease. Upon request by Landlord, Tenant shall submit to Landlord annual reports regarding Tenant's use, storage, and disposal of any of the Hazardous Materials, such reports to include information regarding continued Hazardous Materials inspections, personal interviews, and federal, state and local agency listings. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's reasonable request concerning Tenant's best knowledge and belief regarding the presence or absence of Hazardous Materials on the Premises. Tenant shall keep the Premises free from mold, mildew, asbestos, lead based paint and any and all other bacteria, fungi, substances and materials in quantities or concentrations that have been found to be harmful to the health or safety of any occupants of the Premises (any of the same being a "**Dangerous Condition**"). If Tenant becomes aware of any Dangerous Condition coming into existence after the Commencement Date of the Term, Tenant shall immediately notify Landlord of such and shall initiate and thereafter diligently prosecute to completion all actions necessary pursuant to Legal Requirements to investigate, assess, respond to, remove, abate, contain, encapsulate, sample, clean up, monitor or remediate such Dangerous Condition. All of the foregoing work shall be performed at Tenant's sole cost and expense, in a first-class, workmanlike manner and in compliance with all Legal Requirements. Tenant shall provide Landlord advance notice of any activities to be undertaken by Tenant pursuant to this paragraph, and shall keep Landlord apprised of the progress and results of same.

4.2.2 Tenant shall, in accordance with all Legal Requirements and to Landlord's reasonable satisfaction remove any and all Hazardous Materials placed in the Premises by Tenant or by its agents, invitees, employees or its contractors, and Tenant shall be responsible for all costs including, but not limited to, those resulting from monitoring, clean-up or compliance in accordance with all Legal Requirements incurred with respect to any Hazardous Materials placed in the Premises during installation of Tenant's Removable Property and after the Commencement Date, and shall be responsible for all such costs incurred with respect to any Hazardous Materials placed in, on or under the Premises by Tenant or its agents, invitees, employees or contractors. Tenant shall indemnify and hold Landlord and each other Landlord Party harmless from and against any and all costs, claims, suits, causes of action, losses, injuries or damage, including without limitation, personal injury damage (including death) as well as damage to property as well as any and all sums paid for settlement of claims, reasonable attorney's fees, consultant and expert fees arising during the Term as a result of a breach of this ARTICLE IV or resulting from the presence or removal of Hazardous Materials from the Premises. The foregoing indemnities shall survive the expiration or earlier termination of this Lease.

ARTICLE V
Real Estate Taxes

5.1 Obligation to Pay Taxes.

5.1.1 For such portion of the Term that the Premises shall be occupied by Tenant and shall be exempt from taxation under Nev. Rev. Stat. § 361.096(1), Landlord shall pay all Taxes directly to the applicable taxing authority. In addition, Landlord shall pay all Taxes (if any) attributable to any period before the Rent Commencement Date and after the expiration or termination of the Lease.

5.1.2 Notwithstanding the foregoing, the Parties acknowledge that, as of the Effective Date, pursuant to Nev. Rev. Stat. § 361.096(1), the Premises will be eligible for exemption from Taxes based on the education exemption granted to public charter schools. Accordingly, the Base Rent hereunder has been reduced by an amount which is at least equal to the amount of tax that would have been imposed if the Premises were not exempt pursuant to Nev. Rev. Stat. § 361.096(1). If any current or future Legal Requirements shall cause the Premises, as occupied by the Tenant, to not be exempt from Taxes, Landlord and Tenant agree that they shall amend this Lease to provide for Tenant to pay Landlord (either as Base Rent or Additional Rent) any such amounts due as a result of such taxation. Tenant shall cooperate with Landlord's reasonable efforts to obtain and maintain, at Landlord's sole expense, such tax exemption under Nev. Rev. Stat. § 361.096(1). In doing so, Tenant shall use its reasonable efforts to assist Landlord in obtaining any and all exemptions from Taxes including, without limitation, by submitting information and executing such documents as may be reasonably requested by Landlord, and otherwise reasonably cooperating with Landlord in obtaining same. In addition, should there come due during the Term any other amount as a tax, excise, exaction, or imposition (whether as a result of a change in Legal Requirements or interpretation or otherwise, and whether or not in lieu of taxes), Tenant shall pay, prior to delinquency, all Taxes then owing as Additional Rent. In such instance, Landlord shall give notice to Tenant of all Taxes payable by Tenant hereunder of which Landlord at any time has knowledge within five (5) Business Days after receipt of notice thereof.

5.2 Taxes Defined. For purposes of this Lease, the term "**Taxes**" shall include both Real Estate Taxes and Personal Property Taxes.

5.2.1 The term "**Real Estate Taxes**" shall mean all real estate taxes and assessments, government levies, municipal taxes, county taxes and assessments (whether general or special, ordinary or extraordinary, unforeseen or foreseen), and gross receipts and rental taxes that are incurred in the use, occupancy, ownership, operation, leasing, or possession of the Premises and that are (or that may be) assessed, levied, or imposed, as well as any taxes or assessments or increases in the same as a result of a reassessment of the Premises (or any portion thereof), for any reason (including, without limitation, due to Landlord's acquisition and development of the Premises, and due to any other change in ownership of, or any alteration or modification to, the Premises or any portion thereof). Except as specifically provided under Section 3.2.2, Real Estate Taxes shall not include: (i) any municipal, state, or federal net income or excess profits taxes assessed against Landlord, or any municipal, state, or federal capital levy, estate, capital gain, succession, inheritance, or transfer taxes of Landlord, or corporation franchise taxes imposed upon Landlord or any owner of the fee of the Premises (except that any gross receipts tax and any rental tax shall be considered Real Estate Taxes); (ii) the portion of any correction of or supplement to any tax or assessment attributable solely to the period before the Commencement Date; (iii) penalties incurred as a result of Landlord's negligence, inability, or unwillingness to make Real Estate Tax payments or to file any tax or informational returns when due (unless such penalties result from Tenant's failure to make timely payment of Real Estate Taxes); (iv) water and sewer fees and utility charges required to be paid by Tenant pursuant to any other provisions of this Lease; or (v) any sums payable with respect to the Premises pursuant to the Special Improvement District Agreement (which

sums shall be paid in full by Tenant as Additional Rent pursuant to Section 3.2.1). In the event of a special assessment for any public or private improvement, the life of which extends beyond the Term, the assessment for such improvement, and Tenant's Tax Payment shall only include the amortized portion over the life of the improvement, and Tenant's Tax Payment shall only include the amortized portion of such assessment for each Lease Year during the Term. Tenant agrees to pay any Real Estate Taxes sufficiently in advance to achieve any available discounts or other savings.

5.2.2 The term "**Personal Property Taxes**" shall mean all taxes levied against Tenant's equipment, furniture, fixtures and any other personal property located in or about the Premises. Tenant shall be liable for and shall pay, at least five (5) Business Days before delinquency, all taxes levied against Tenant's equipment, furniture, fixtures and any other personal property located in or about the Premises. If any such taxes on Tenant's equipment, furniture, fixtures and any other personal property are levied against Landlord or Landlord's property, or if the assessed value of Landlord's property is increased by the inclusion therein of a value placed upon such equipment, furniture, fixtures or any other personal property of Tenant, and if Landlord pays the taxes based upon such increased assessment, which Landlord shall have the right to do regardless of the validity thereof (but under protest only if requested by Tenant), then Tenant shall, within twenty (20) Business Days after receiving notice thereof, repay to Landlord (as Additional Rent) the taxes so levied against Landlord or the proportion of such taxes resulting from such increase in the assessment, as the case may be.

5.3 Apportionment for Partial Year. Landlord and Tenant shall adjust pro rata the Taxes for and with respect to any portion of the Term which does not include an entire fiscal tax year.

5.4 Right to Contest. If, as a result of a change in Legal Requirements (including, without limitation, to Nev. Rev. Stat. § 361.096(1)) or interpretation or otherwise, Tenant shall become liable under this Lease for payment of any Taxes, then Tenant shall have the right, at Tenant's sole cost and expense, to contest the validity or amount of the assessed valuation or Taxes for any fiscal tax year, by appropriate proceedings in the name of Landlord or Tenant, or both, provided that the Premises are not by reason of such contest placed in jeopardy of any tax or similar foreclosure proceeding. Within a reasonable time after demand therefor, Landlord shall execute and deliver to Tenant any documents and other information reasonably required to enable Tenant to prosecute any such proceeding, and Landlord shall use commercially reasonable efforts to provide Tenant, in time to permit Tenant to undertake such contest, with all pertinent data required therefor. Any credit, refund or abatement of Taxes relating to any period subsequent to the Rent Commencement Date and before the expiration of earlier termination of this Lease shall belong to and be paid to Tenant.

ARTICLE VI
Landlord's Work; Delivery of Possession; Commencement Date; Tenant's Installations

6.1 Landlord's Work. If Landlord shall acquire title to the Land, Landlord shall, at Landlord's sole expense, acquire title to the Premises and commence and exercise all reasonable efforts to cause to be completed the improvements described in the Development Summary annexed hereto as Exhibit 6.1-1 and shown in the schematic plans identified on Exhibit 6.1-2 annexed hereto (collectively, the "**Plans and Specifications**"). The acquisition of the Premises and the construction and completion of the improvements described in the Plans and Specifications are referred to herein as "**Landlord's Work**".

6.2 Construction of the Landlord's Work. Landlord's Work shall be constructed (i) in a good and workmanlike manner substantially in accordance with the Plans and Specifications, and (ii) in compliance with all Legal Requirements and Insurance Requirements. Furthermore, Landlord's Work

shall include making available at the Premises such utility services (including, without limitation, water, sewer, electricity, natural gas and telephone service) as are required by Tenant. Landlord shall use commercially reasonable efforts to achieve Substantial Completion of Landlord's Work on or before August 14, 2017 (the "**Target Commencement Date**"). If, for any reason other than Tenant Delay or Unavoidable Delay, Landlord cannot deliver possession of the Premises to Tenant and achieve Substantial Completion on or before the Target Commencement Date, then (i) Landlord shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or the obligations of Tenant hereunder or extend the Term, but in such case, Tenant shall not be obligated to pay Rent or perform any other obligation of Tenant under the terms of this Lease, except as may be otherwise provided in this Lease, until the Rent Commencement Date, and (ii) Landlord shall cooperate in good faith with Tenant to provide temporary premises (which may be in the form of modular classrooms), reasonably comparable in capacity and location to the Premises, to accommodate operation of the Charter School until Substantial Completion of Landlord's Work at the Premises. Furthermore, if such temporary premises shall be occupied by Tenant before Tenant occupies the Premises, Landlord shall reimburse Tenant for all reasonable and actual out-of-pocket costs and expenses paid by Tenant to relocate the Charter School from such temporary premises to the Premises upon Substantial Completion.

6.3 Substantial Completion of Landlord's Work. "**Substantial Completion"** of Landlord's Work shall be deemed to have occurred and Landlord's Work shall be deemed "**Substantially Complete**" when (i) all governmental inspections required for the Landlord's Work have been successfully completed and temporary or permanent Certificates of Occupancy (or its equivalent) and other municipal permits or approvals for Premises have been obtained, in each case if and to the extent required for Tenant to occupy and use the Premises for the Permitted Use, and (ii) Landlord's Work is completed in all material respects in accordance with the Plans and Specifications (except for any Punchlist Items) so that Tenant can commence beneficial use and occupancy of the Premises as intended. Landlord shall exercise commercially reasonable efforts to complete the Punchlist Items as soon as conditions reasonably permit, and Tenant shall afford Landlord access to the Premises for such purposes; provided, however, without Tenant's permission, Landlord shall not perform any construction during any time that school is in session and students are on the Premises. Within ten (10) Business Days after Substantial Completion, Landlord and Tenant shall conduct a walkthrough of the Premises and jointly prepare a list of Punchlist Items. Without limitation of the foregoing, if any of Landlord's Work is delayed in order to accommodate the installation of furniture and equipment by Tenant including, without limitation, Tenant's Removable Property or by any other Tenant Delay, then Landlord's Work shall be deemed Substantially Complete on the date on which it would have occurred but for such accommodation or other Tenant Delay. Tenant shall give Landlord notice, not later than two (2) calendar months after the Commencement Date of any respects in which Landlord has not completed the Punchlist Items in accordance with the terms of this Lease. Except as identified in any such notice from Tenant to Landlord, Tenant shall have no right to make any claim that Landlord has failed to complete the Punchlist Items in accordance with the terms of this Lease or to require Landlord to perform any further work.

6.4 Budget. Landlord and Tenant have approved a budget for the Development Costs, including a contingency of 10% of all such Development Costs (the "**Budget**"), a copy of which is attached hereto as Exhibit 6.4. The aggregate amount of the Budget is currently $11,806,970.

6.4.1 In no event may Landlord be required to incur costs associated or in connection with the Landlord's Work which will cause the Development Costs to exceed the Budget. If at any point it becomes apparent that any Landlord's Work will cause the Development Costs to exceed the Budget, Landlord shall so notify Tenant in writing, and thereafter Landlord and Tenant shall meet, consult, and negotiate with each other in good faith about either (i) revising the scope of all Landlord's

Work so that the Development Costs will not exceed the Budget, and in so doing shall attempt to reach a just and equitable solution satisfactory to both Parties, or (ii) increasing the Budget. If, however, the Parties do not reach such resolution within a period of ten (10) Business Days after Landlord delivers such notice of actual Development Costs then, (i) upon written notice to arbitrate by either Party delivered to the other within five (5) Business Days after the end of the ten (10) Business-Day negotiating period, all such disagreements and disputes shall be finally settled according to the dispute resolution provisions set forth in Section 6.11, or (ii) if neither Party timely delivers the requisite notice to arbitrate within such five (5) Business Days, then Landlord's notice to Tenant of adjusted Development Costs shall be conclusive, and the Budget shall reflect such adjusted Development Costs. If the Parties agree to revise the scope of Landlord's Work, the Parties shall then enter into a written modification to this Lease, as provided under Section 29.4, to replace the Development Summary attached as Exhibit 6.1-1 with a revised Development Summary, and to replace the schematic plans attached as Exhibit 6.1-2 with an updated schematic plan reflecting the revised scope.

6.4.2 If the Budget shall be increased automatically or by agreement of the Parties as provided in Section 6.4.1,, or if an arbitration conducted pursuant to Section 6.4.1 results in a determination that the Budget will be increased, then the Parties shall immediately enter into a written modification to this Lease, as provided under Section 29.4. The pertinent modification shall: (i) replace the Budget attached to this Lease as Exhibit 6.4 with a duly modified Budget; (ii) replace Exhibit 3.1 with a duly modified schedule of Base Rent, which schedule shall be determined by increasing the Base Rent then set forth on Exhibit 3.1 by such amounts as may be reasonably required, as determined by Landlord in good faith, to ensure that Landlord shall, using the modified Budget, receive the same rate of return on its capital investment in Landlord's Work as was contemplated by the schedule of Base Rent attached to this Lease as of the Effective Date; and (iii) modify Section 2.4.4 to adjust the schedule of governing Option Purchase Price, which schedule shall be determined by increasing each Option Purchase Price then set forth in Section 2.4.4 by such amounts as may be reasonably required, as determined by Landlord in good faith, to ensure that Landlord shall, using the modified Budget, receive the same rate of return on its capital investment in Landlord's Work as was contemplated by the schedule of governing Option Purchase Price provided under Section 2.4.4 as of the Effective Date.

6.5 Tenant Delay. If the Substantial Completion of Landlord's Work shall be delayed as the result of (i) any request by Tenant that Landlord delay the commencement or completion of Landlord's Work for any reason; (ii) any change in any of the Plans and Specifications requested by Tenant; (iii) any change in scope pursuant to Section 6.4 above; (iv) any interference by Tenant (including, without limitation, any delay associated with Tenant's early access pursuant to the Premises pursuant to Section 6.8 or otherwise) with Landlord's Work; (v) any other act or omission of Tenant or its officers, agents, employees or contractors; (vi) any reasonably necessary displacement of any of Landlord's Work from its place in Landlord's construction schedule resulting from any of the causes for delay referred to in this Section 6.5 and the fitting of such Landlord's Work back into such schedule; or (vii) any delay resulting from any arbitration pursuant to Section 6.4 (each a "**Tenant Delay**"); then the Substantial Completion of Landlord's Work, as determined pursuant to Section 6.3, shall be deemed to have occurred on the date it would have otherwise occurred absent the Tenant Delay. If a delay in Substantial Completion of Landlord's Work under Section 6.3 shall occur as a result of an Unavoidable Delay, and such Unavoidable Delays would not have occurred but for a Tenant Delay, such Unavoidable Delay shall also constitute Tenant Delay.

6.6 As-Built Documents. Landlord shall (or shall cause Landlord's contractor or other agent to) maintain a record of the drawings, specifications, addenda, change orders, change directives and other modifications, and marked currently to record field changes and selections made during construction.

6.7 Possession of Premises. Tenant shall not be liable to Landlord for the payment of Base Rent or Additional Rent or the payment of any other obligation to be paid by Tenant under this Lease until the Rent Commencement Date. The entry by Tenant for the purpose of inspection or installation of Tenant's Removable Property shall not be considered occupancy for purposes of this Lease and shall not trigger Tenant's obligation to pay Rent under this Lease.

6.8 Tenant's Installations. Before the Commencement Date, Landlord shall reasonably cooperate with Tenant, at no cost to Landlord, to facilitate Tenant's installation of any articles of personal property, supplies, business and trade fixtures, machinery, workstations, equipment, furniture and other property or equipment owned or leased by Tenant that Tenant may wish to install or place in the Premises (whether affixed or unaffixed to the Premises) for the Permitted Use (altogether, "**Tenant's Removable Property**"); provided that the following shall be conditions of Tenant's right to enter the Premises as provided herein before the Commencement Date to install Tenant's Removable Property: (i) that such entry shall not interfere with construction of any Landlord's Work; and (ii) that any such entry shall be subject to such rules and regulations as Landlord may reasonably promulgate and Tenant shall fully cooperate with Landlord. Tenant's Removable Property shall remain the property of Tenant, and may be removed by Tenant at any time before the Expiration Date, provided that Tenant shall repair, or pay the cost of repairing, any damage to the Premises resulting from such removal. Tenant's removal of the Tenant's Removable Property on the Expiration Date shall be completed according to the provisions of ARTICLE X.

6.9 Tenant's Insurance for Tenant's Removable Property. Tenant shall secure and maintain, at its own expense, the following insurance coverage in full force and effect with respect to the Premises at all times during the design, construction and installation of Tenant's Removable Property and shall require any and all contractor(s) and all subcontractors to maintain the same at all times during the design, construction and installation of Tenant's Removable Property and Alterations:

6.9.1 Property insurance written on an "all risk" builders risk or equivalent policy form for the full replacement cost of Tenant's Removable Property and Alterations and with deductibles not in excess of commercially reasonable amounts.

6.9.2 Commercial General Liability insurance on an occurrence basis with a combined limit for bodily injury, personal injury and property damage and products and completed operations of at least $1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies. Limits shall apply on a per project basis. The policy shall include the Landlord and, if requested by Landlord, Landlord's lender as additional insureds.

6.9.3 Worker's Compensation insurance to the extent required, and in the amounts required by applicable Legal Requirements covering Tenant and its employees, as well as employer's liability insurance in the amount of $1,000,000 per accident, $1,000,000 per illness (per employee), and $1,000,000 per illness (aggregate). If borrowed employees are used (including employees from a temporary employment agency) to perform services, the insured shall require the primary employer to provide an alternate employer endorsement showing the insured in the schedule as the alternate employer. The Worker's Compensation policies shall contain a waiver of subrogation provision requiring the insurance carriers to waive all rights against Landlord, all other Landlord Parties, and any lender.

6.9.4 Commercial Automobile Liability insurance on all owned, hired or non-owned vehicles used in connection with Tenant and/or its contractors or subcontractors' operations in the amount of $1,000,000 combined single limit for bodily injury and property damage. The coverages must extend to employees, agents, and volunteers of Tenant and/or its contractors and subcontractors who use personal vehicles within the course and scope of their employment or service.

Landlord shall be named as additional insured of such coverages, which shall be placed with insurers reasonably satisfactory to Landlord. With respect to the Alterations, Tenant shall furnish Landlord with reasonably satisfactory evidence that such insurance is in effect at or before the commencement of Alterations and, on request, at reasonable intervals thereafter during the continuance of Alterations.

6.10 Tenant's Indemnity for Tenant's Installations. Tenant shall indemnify and hold harmless Landlord and all other Landlord Parties from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, arising out of or resulting from the installation of Tenant's Removable Property, to the extent caused by any act or omission of Tenant or Tenant's contractor(s), any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, and which involves bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom. In any and all claims against Landlord or any other Landlord Party, by any Tenant Party, the indemnification obligation under this Section 6.10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Tenant or such Tenant Party under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.11 Dispute Resolution. If the Parties shall disagree with respect to any matter covered in this ARTICLE VI, and the Parties are unable to reach agreement thereon within five (5) Business Days, such dispute may be submitted by either Party to arbitration for expedited proceedings under the Fast Track Procedures provisions (currently, Rules F-1 through F-13) of the Arbitration Rules of the Construction Industry of the American Arbitration Association (the "**AAA**"), with both Parties agreeing to waive the $75,000 qualification in such rules. In any case where the Parties utilize such expedited arbitration: (i) the Parties may not object if the arbitrator so appointed was on the list submitted by the AAA and was not objected to in accordance with Rule F-4 (except that any objection shall be made within five (5) Business Days from transmission of the list), (ii) the Notice of Hearing shall be given at least ten (10) Business Days in advance of the hearing, (iii) the first hearing shall be held within ten (10) Business Days after the appointment of the arbitrator, and (iv) each Party in such arbitration shall pay its own attorneys' fees and other costs of such arbitration and the losing Party shall pay the costs charged by the AAA and/or the arbitrator. Judgment upon any award rendered in any arbitration held pursuant to this Section 6.11 may be entered in any court having jurisdiction, and in connection therewith, the arbitrators shall be bound by the provisions of this Lease, and shall not add to, subtract from or otherwise modify such provisions. Prior written notice of application by either Party for arbitration shall be given to the other at least ten (10) Business Days before filing of any demand for arbitration hereunder. Any award of an arbitrator rendered hereunder shall be subject to confirmation and entry of judgment thereon in any court of competent jurisdiction sitting in Clark County, Nevada, and the Parties hereby consent to the jurisdiction and venue of such court. The costs and administration expenses of each arbitration hereunder and their apportionment between the Parties shall be borne equally by the Parties (except as provided above in this Section regarding costs to be paid by the losing Party), and each Party shall be responsible for its own attorneys' fees and expert witness fees. In connection with the foregoing, it is expressly understood and agreed that the Parties shall continue to perform their respective obligations under this Lease during the pendency of any such arbitration proceeding hereunder (with any adjustments or reallocations to be made on account of such continued performance as determined by the arbitrator in his or her award).

ARTICLE VII
Compliance with Legal Requirements; Reporting Requirements and Covenants

7.1 Landlord's Compliance with Legal Requirements; Reporting Requirements and Covenants. As of the Commencement Date, Landlord shall deliver the Premises to Tenant with the Premises and Landlord's Work (to the extent then completed) in compliance in all material respects with applicable Legal Requirements.

7.2 Notices. Each Party shall give prompt notice to the other Party of any notice it receives of the violation of any Legal Requirement with respect to the Premises or the use or occupation thereof.

7.3 Tenant's Compliance with Legal Requirements. Tenant shall throughout the Term, at Tenant's sole cost and expense, promptly comply or cause compliance with or remove or cure any violation of any and all Legal Requirements, doing so as if Tenant were fee titleholder to the Premises. Tenant's obligation to so comply, cause compliance with, and remove or cure any violation of Legal Requirements shall be observed whether or not such compliance requires work which is structural or non-structural, ordinary or extraordinary, foreseen or unforeseen, unless such requirement of compliance arises out of or relates to any action or omission by Landlord, or by its agents, employees, or contractors, or to Landlord's breach of its obligations hereunder. Without limiting the generality of the foregoing, it is specifically agreed that Tenant shall comply with all Legal Requirements and Insurance Requirements that require the installation, modification, addition, change, alteration, repair, replacement or maintenance of any fire-rated partition, gas, smoke, or fire or smoke detectors or heat sensors or alarm or any sprinkler, fire extinguishers or other system to extinguish fires. However, Tenant need not comply with any such Legal Requirements so long as Tenant shall be contesting the validity thereof, or the applicability thereof to the Premises, in accordance with Section 7.4.

7.4 Contest of Legal Requirement. After the Rent Commencement Date, Tenant, at its expense, after notice to Landlord, may (but shall not be required to) contest, by appropriate proceedings prosecuted diligently and in good faith, the validity, or applicability to the Premises, of any Legal Requirement as to which Tenant must comply or cause compliance; *provided* that (i) Landlord shall not be subject to criminal penalty or to prosecution for a crime, or any other fine or charge, nor shall the Premises or the Building, or any part thereof, be subject to being condemned or vacated, nor shall the Building or Premises, or any part thereof, be subjected to any lien or encumbrance, by reason of non-compliance or otherwise by reason of such contest; (ii) before the commencement of such contest, Tenant shall furnish to Landlord security in amount, form and substance satisfactory to Landlord and shall indemnify Landlord against the cost thereof and against all liability for damages, interest, penalties and expenses (including reasonable attorneys' fees and expenses), resulting from or incurred in connection with such contest or non-compliance; (iii) such noncompliance or contest shall not prevent Landlord from obtaining any permits, certificates of occupancy, licenses, amendments or renewals thereof in connection with the operation of or Alterations to the Building; and (iv) Tenant shall keep Landlord advised as to the status of such proceedings.

7.5 Reporting Requirements; Financial Covenants.

7.5.1 Tenant shall during the Term deliver the following documents to Landlord at the times specified therein:

(a) Not later than the Rent Commencement Date, (i) a fully signed and duly authorized copy of the Charter School Contract, (ii) a fully signed and duly authorized copy of a written amendment to the Charter School Contract that shall, as specifically contemplated under Section 1.6.1 and Section 12.7.1.2 of the Charter School Contract, expressly authorize the Charter School to provide

educational or operational services (including delivery of instruction) at the Premises, (iii) a duly executed copy of the Escrow Agreement (together with duly executed and delivered copies of the attachments thereto) set forth on Exhibit 3.3.1 attached to and made a part of this Lease, and (iv) a duly executed copy of an amendment (as prepared by Landlord) to the Intercreditor Agreement entered into by Tenant and dated as of October 15, 2015, which amendment shall add Landlord as a party to such Intercreditor Agreement and shall make this Lease (as the "West Pebble Lease") and the Premises (as the "West Pebble Campus") subject to the terms, covenants, and conditions of the same;

(b) A signed copy of any subsequent modification or amendment to the Charter School Contract within ten (10) Business Days after the such modification or amendment is executed by the Authorizer and Tenant;

(c) Copies of any material notices received from the Authorizer and concerning, or issued in connection with, the Charter School Contract within ten (10) Business Days after receipt by Tenant;

(d) Copies, not less than three (3) Business Days in advance of the scheduled meeting, of any notice(s) of any meeting(s) that shall be conducted by Tenant, in any part, as an open meeting under governing Legal Requirements;

(e) Copies of all enrollment reports that Tenant may submit to the Authorizer or the Department in connection with payment(s) by the Nevada Department of Education (the "**Department**") to the Tenant pursuant to the provisions of Nev. Rev. Stat. chapters 386 and 387, or to any similar or successor Legal Requirements, simultaneously with submission thereof to the Authorizer or the Department;

(f) Copies of all audited financial statements, audit reports (including financial, enrollment, participation, eligibility, and other audits of all kinds), and auditor management letters that Tenant must submit to the Authorizer under the Charter School Contract, simultaneously with submission thereof to the Authorizer; and

(g) Copies of all school calendars that Tenant must submit to the Authorizer under the Charter School Contract, simultaneously with submission thereof to the Authorizer.

In addition, Tenant shall promptly provide Landlord with copies of such unaudited financial statements and unaudited enrollment, participation, eligibility, and other reports as Landlord may from time to time request.

7.5.2 During the Term, Tenant:

(a) Shall comply, and cause each of its agents, employees, invitees and contractors to comply, in all material respects, with all terms and provisions of the Charter School Contract;

(b) Shall not, without Landlord's prior written consent (which may be granted or withheld in Landlord's sole discretion), voluntarily agree either (i) to any termination of the Charter School Contract or (ii) to any amendment to the Charter School Contract that may have any material effect on Landlord's interests under this Lease (including, without limitation, under the Option Agreement) or any similar or related agreement. Tenant shall deliver to Landlord a copy of any proposed termination or amendment simultaneously with delivery of the same from or to the Authorizer, shall (at the request of Landlord) promptly meet with Landlord to discuss any reasonable concerns raised by Landlord with respect to such proposed termination or amendment, and shall endeavor in good faith to address all such concerns; and

(c) Shall at all times keep the Charter School Contract and all of Tenant's obligations thereunder current and fully performed, and accordingly shall not do, or permit or suffer to

be done, any act or omission by Tenant, its agents, employees, contractors or invitees which is prohibited by the Charter School Contract, or which would constitute a violation or default thereunder, or result in a forfeiture, termination or non-renewal of the Charter School Contract or result in Tenant or the Charter School Contract being placed on academic probation by the Authorizer or other charter school governing authority.

7.5.3 Tenant shall be in default of this Lease if any of the following occurs:

(a) More than 25% of Tenant's total operating budget is expended on Rent and Additional Rent due under this Lease; or

(b) Tenant's total student enrollment at the Charter School is less than eighty percent (80%) of the scheduled enrollments set forth below for the applicable Lease Years:

(i)	Lease Year 1:	540 students;
(ii)	Lease Year 2:	675 students;
(iii)	Lease Year 3:	840 students;
(iv)	Lease Year 4:	900 students; and
(v)	Lease Year 5 and thereafter:	960 students.

7.6 Charter School Services and Support Agreement. Tenant and Manager have entered into a Charter School Services and Support Agreement dated January 28, 2014 for a term expiring July 31, 2016 (the "**Management Agreement**"), a duly authorized and fully executed copy of which Management Agreement has been delivered to Landlord as of the Effective Date. Tenant shall not terminate the Management Agreement in advance of such expiration without first having entered into a replacement Management Agreement, on substantially similar terms, with another third party provider of charter school management and support services approved by Landlord, which approval shall not be unreasonably withheld or delayed. Further, Tenant shall, throughout the Term, maintain in full force and effect a third-party management and support agreement with the Manager (or with another third-party provider of charter school management and support services reasonably acceptable to Landlord) that shall be in form and content substantially similar to the Management Agreement.

ARTICLE VIII
Indemnity and Insurance

8.1 Indemnification. Except to the extent resulting from any Landlord Party's gross negligence or willful misconduct in connection with Landlord's performing its obligations under this Lease, or from Landlord's performance of Landlord's Work in a manner that does not conform to the requirements of this Lease, Tenant shall (subject to the applicable limitations arising under Nev. Rev. Stat. § 41.035) indemnify, defend, save, and hold harmless all Landlord Parties from and against any and all demands, costs, claims, causes of action, suits, fines, penalties, injuries, damages (including without limitation, personal injury damage (including death), damage to property, and any and all sums paid for settlement of claims), losses, liabilities (including, but not limited to, strict liability), judgments, and expenses (including, without limitation, reasonable attorneys' fees and expenses, filing and other court costs, consultant fees, and expert fees) incurred in connection with or arising from any of the following: (i) the use, condition, operation or occupancy of the Premises; (ii) any activity, work, or thing done, or permitted or suffered by or through Tenant, in or about the Premises (in which instances the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of insurance, damages, compensation, or benefits payable by or for any Tenant Party under workers' compensation acts, disability benefit acts, or other employee benefit acts); (iii) any acts,

omissions, or negligence of any Tenant Party; (iv) any claim of any students, staff, employees, or other invitees of any Tenant Party, including claims alleging breach or violation of such person's civil or legal rights; (v) any breach, violation, or nonperformance by any Tenant Party, of any term, covenant, or provision of this Lease or any Legal Requirement (expressly including, without limitation, any breach of ARTICLE IV of this Lease, and any breach resulting from the presence or removal of any Dangerous Condition or Hazardous Materials from the Premises); (vi) any harm to the person, property, or business of any Tenant Party or of any other person entering upon the Premises, including (without limitation) any claims of third parties due to theft, burglary, or other criminal activity, or for damages or injuries to persons or property resulting from unauthorized persons gaining access to the Premises; (vii) any contest by Tenant of Real Estate Taxes under Section 5.4; (viii) any contest by Tenant of Legal Requirements under Section 7.4; (ix) any contest by Tenant of any notice of violation(s) under Section 9.4; (x) any Alterations, additions, or improvements by or on behalf of Tenant to the Premises under ARTICLE IX; (xi) any claims that may be made against Landlord by a proposed assignee or subtenant, or by any brokers or other persons claiming a commission or similar compensation in connection with any proposed assignment or subletting; and (xii) any holding over by Tenant at the end of the Term. The foregoing indemnities shall survive the Expiration Date. If any action or proceeding is brought against any Landlord Party by reason of any such indemnified claim as set forth above, Tenant, upon notice from Landlord, will defend the claim at Tenant's sole cost with counsel reasonably satisfactory to Landlord. If Landlord reasonably determines that the interests of any Landlord Party and the interests of Tenant in any such action or proceeding are not substantially the same and that Tenant's counsel cannot adequately represent the interests of any Landlord Party with respect to such indemnified claim as set forth above, Landlord shall have the right to hire separate counsel in any such action or proceeding and the costs and expenses thereof, including all attorneys' fees and expenses, shall be paid for by Tenant. Landlord shall indemnify, defend, and hold harmless Tenant from and against all losses, claims, expenses (including attorneys' fees), liabilities, lawsuits, injuries, and damages of whatever nature occurring at the Premises as a direct result of any Landlord Party's gross negligence or willful misconduct in connection with Landlord's performing its obligations under this Lease. The foregoing indemnities shall survive the Expiration Date.

8.2 Tenant's Insurance.

8.2.1 Tenant covenants and agrees that from and after the Commencement Date and during the Term and thereafter so long as Tenant is in occupancy of any part of the Premises or such longer period as specified herein, Tenant shall carry and maintain, at its sole cost and expense, the following types of insurance, naming Landlord and Landlord's lender as additional insured or loss payee, as applicable, in the amounts specified and in the forms hereinafter provided with insurance companies authorized to do business in the State of Nevada and rated A:IX or better in the most current edition of Best's Insurance Report or a Standard and Poor's rating of "AA" (or the then equivalent of such rating):

(a) Commercial General Liability and Umbrella Liability Insurance. Tenant shall obtain and maintain Commercial General Liability and Umbrella Liability insurance on the broadest forms available for similar risks, written on an "occurrence policy form," against all claims for bodily injury, disease or death, property damage, personal injury, premises operations, products and completed operations, consultants and independent contractors and contractual liability in an amount of not less than $5,000,000 arising out of any one occurrence and $5,000,000 in the annual aggregate, per location. Such insurance may be provided under a primary and an umbrella policy or policies. If liability coverage for the Premises is included under any blanket policy written on an aggregate form, then the annual aggregate limit of insurance applying solely to the Premises must not be less than $5,000,000. The policy must include coverage for molestation and sexual abuse (unless provided under the

professional liability policy required in this Section) and coverage for sports and athletic participation if applicable. The policy must include as insureds the Tenant's employees, volunteers and directors. The policy shall be endorsed to include Landlord, its managers, members, directors, officers, employees, agents, affiliates, successors and assigns and any lender as additional insureds on a primary and non-contributory basis. Tenant shall maintain the commercial general liability coverage as specified herein for a minimum of one year after termination of this Lease.

(b) Worker's Compensation / Employer's Liability. Tenant shall obtain and maintain Worker's Compensation insurance to the extent required, and in the amounts required by applicable Legal Requirements covering Tenant and its employees and employer's liability insurance in the amount of $1,000,000 per accident, $1,000,000 per illness (per employee) and $1,000,000 per illness (aggregate). If Tenant uses borrowed employees (including employees from a temporary employment agency) to perform services, it shall require the primary employer to provide an alternate employer endorsement showing Tenant in the schedule as the alternate employer. The Worker's Compensation policies shall contain a waiver of subrogation provision requiring the insurance carriers to waive all rights against Landlord and all other Landlord Parties and any lender to Landlord.

(c) Commercial Automobile Liability Insurance. Tenant shall obtain and maintain Commercial Automobile Liability insurance on all owned, hired or non-owned vehicles used in connection with Tenant's operations in the amount of $1,000,000 combined single limit for bodily injury and property damage. The coverages must extend to employees, agents, and volunteers of Tenant who utilize personal vehicles within the course and scope of their employment or service.

(d) Educators Liability Insurance. Tenant shall obtain and maintain Educators Liability insurance (errors and omissions) with limits of insurance no less than $1,000,000 per claim and $2,000,000 in the aggregate. Coverage shall include employment practices, student liability, corporal punishment and sexual misconduct. This policy must also provide coverage for third party liability losses, including losses that arise out of local, state, or federal anti-discrimination laws, except that Tenant may instead elect to provide coverage for losses that arise out of local, state, or federal anti-discrimination laws through a separate employment practices liability insurance (EPLI) policy that has limits of not less than $1,000,000 per claim, $2,000,000 in the aggregate. Tenant shall maintain the insurance required in this subsection for a minimum of three years after termination of this Lease.

(e) Crime / Employee Theft. Tenant shall obtain and keep in force a Crime / Employee Theft insurance policy covering its employees, volunteers and the acts of any third party vendor or contractor that otherwise might have the opportunity to misappropriate Tenant's property or funds, with limits of not less than $500,000 per occurrence.

(f) Personal Property Insurance. Tenant shall obtain and maintain insurance coverage on all of Tenant's Removable Property. Such insurance shall be full replacement cost coverage with a deductible not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Tenant for the repair or replacement of Tenant's Removable Property. Tenant shall provide Landlord with written evidence that such insurance is in force no later than three (3) Business Days before the Commencement Date.

(g) Other. In addition, Tenant shall obtain and maintain the following coverages:

(i) Student Accident Insurance in an amount of not less than $10,000 per occurrence;

(ii) Directors' and Officers' Insurance in an amount of not less than $1,000,000 per occurrence; and

(iii) Any other commercially reasonable insurance types or amounts that Landlord or any lender requires.

8.2.2 Blanket Policies. Tenant may maintain any of its required insurance coverages under blanket policies of insurance covering said Premises and other premises of Tenant, or companies affiliated with Tenant, provided that any such policy shall in all other respects comply with the requirements of this Lease.

8.2.3 Tenant's Policies and/or Certificates of Insurance. Each policy shall not have more than a $25,000 deductible or retention for any occurrence, except for mandatory deductibles or retentions where required under local regulations, or when required by insurers for specific catastrophic perils. Tenant shall obtain, before the expiration date of each such policy, original policies (or renewals or extensions of the insurance afforded thereby), certified duplicates thereof or certificates thereof (together with copies of endorsements for each additional insured) acceptable to Landlord. The above mentioned policies, and proof of payment of all premiums therefor, are to be provided to Landlord at least five (5) Business Days before the Commencement Date and at least annually thereafter or as requested by Landlord. Each such policy shall provide that Landlord be given written notice at least five (5) Business Days before the expiration, material alteration, cancellation or non-renewal of any policies, and that any loss otherwise payable to them thereunder shall be paid notwithstanding any act or negligence on their part or that of the Tenant which might, absent such provision, result in a forfeiture of all or part of such insurance payment. If Tenant fails to furnish said notice or policies as provided in this Lease, and at the times herein provided, Landlord may obtain such insurance and the premiums on such insurance shall be deemed to be Additional Rent to be paid to Landlord upon demand. Tenant shall be responsible for the cost of any and all premiums on all such insurance to be carried by the Tenant. Final insurance policies shall be sent to the attention of: Turner-Agassi Charter School Facilities Fund, L.P. c/o Turner-Agassi Realty Advisors LLC, 3000 Olympic Blvd., Suite 2120, Santa Monica, CA 90404, Attn: Bari Cooper Sherman, Esq., Email: bsherman@turnerimpact.com.

8.3 Landlord's Insurance.

8.3.1 Landlord shall obtain and maintain, at Tenant's expense (including, without limitation, deductibles not to exceed $50,000) all of the following:

(a) Property Insurance. Landlord shall maintain insurance on an "All Risk" basis and for such other insurable hazards as, under good insurance practices, are insured against for other property and buildings similar to the Premises in nature, use, location, height, and type of construction. Such policy shall include all standard perils including wind. The amount of such insurance shall be not less than one hundred percent (100%) of the replacement cost without depreciation of the Premises. Such insurance policy shall contain an agreed amount endorsement and not subject to any form of coinsurance. Such insurance shall cover mechanical breakdown and testing, increased cost of Legal Requirements, insurance, costs of demolition and increased cost of construction as well as rent loss and business interruption coverage, including, business income and extra expense, for an extended period of indemnity of at least twelve (12) months. During the period of any construction, repair, renovation, restoration or replacement of the improvements or the Premises, Landlord shall obtain and maintain, at Tenant's expense (including, without limitation, deductibles), a completed value "All Risk" Builder's Risk Insurance policy for the full replacement cost of the Premises (including upgrades and any leasehold improvements but excluding Tenant's Removable Property and Alterations made by Tenant). The policy is to be written on a non-reporting basis, and in an amount not less than the total value of the Premises (less the value of such uninsurable items as land, site preparation, grading, paving, and parking lots). Such policy shall not contain a permission to occupy limitation. The policy shall contain an agreed amount endorsement and not subject to any form of coinsurance. Such policy shall not have

exclusions for sidewalks, retaining walls or underground property. The policy must not contain any "Protective Safeguard" endorsements limiting coverage. Coverage shall be provided for against the standard perils. Such policy shall include coverage for mechanical breakdown and testing, collapse, expediting expenses, demolition and increased cost of construction (for renovation and/or additions to existing structures), water damage, and permission for partial occupancy.

(b) Pollution and Environmental Impairment Liability Insurance. Landlord shall maintain Pollution and Environmental Liability Insurance, insuring Landlord (with both "first-party" and "third-party" coverages) against pollution-related liabilities arising with respect to the Premises, including (without limitation) bodily injury, property damage, remediation expenses (including investigation, monitoring, removal, and disposal), and defense costs (including costs of adjustment and costs incurred in defending a claim) related to the same.

(c) Commercial General Liability and Umbrella Liability Insurance. Landlord shall maintain Commercial General Liability and Umbrella Liability Insurance on the broadest forms available for similar risks, written on an "occurrence policy form," and insuring against all claims for bodily injury, disease or death, property damage, personal injury, premises operations, products and completed operations, consultants and independent contractors and contractual liability, and including (without limitation) coverage for molestation and sexual abuse and coverage for sports and athletic participation if applicable. Landlord currently carries liability limits of $35,000,000 per occurrence and in the aggregate. Landlord shall have no obligation to carry a specific limit, but rather may amend its limits from time to time in its sole discretion.

8.3.2 Tenant shall pay to Landlord, as Additional Rent, an amount equal to the premiums for the insurance coverages which Landlord maintains pursuant to this ARTICLE VIII attributable to each calendar year during the Term (the "**Premiums**"), such amount to be apportioned for any portion of a calendar year in which the Commencement Date falls or the Term expires. Upon a casualty, Tenant shall immediately pay to Landlord the applicable deductible under the insurance which Landlord is to or may obtain pursuant to this ARTICLE VIII.

8.3.3 Estimated payments by Tenant on account of the Premiums shall be made on the first Business Day of each and every calendar month during the Term, in the fashion herein provided for the payment of Base Rent. The monthly amount so to be paid to Landlord shall be sufficient to provide Landlord by the time Premiums are due with a sum equal to Tenant's required payment, as reasonably estimated by Landlord from time to time, on account of the Premiums for the then current calendar year. Promptly after receipt by Landlord of bills for such Premiums, Landlord shall advise Tenant of the amount thereof and the computation of Tenant's total payment due on account thereof. If estimated payments theretofore made by Tenant for the calendar year covered by such bills exceed the required payment on account thereof for such calendar year, Landlord shall credit the amount of overpayment against subsequent obligations of Tenant on account of the Premiums (or promptly refund such overpayment if the Term has ended and Tenant has no further obligation to Landlord); but if the required payments on account thereof for such calendar year are greater than estimated payments theretofore made on account thereof for such calendar year, Tenant shall pay the difference to Landlord within twenty (20) Business Days after being so advised by Landlord, and the obligation to make such payment for any period within the Term shall survive expiration of the Term.

8.3.4 Landlord shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Premises as required by this Lease.

8.4 Waiver of Subrogation. Notwithstanding anything to the contrary contained elsewhere in this Lease, neither Landlord nor Tenant shall be liable to the other Party or to any insurance company

insuring the other Party by way of subrogated rights or otherwise, for any loss or damage caused by fire or any other hazard or peril covered by fire or extended coverage or all risk insurance or required to be covered by the insurance coverages under this Lease, or any resulting loss of income, even though such loss or damage may have been occasioned by the negligence of such Party, its agents or employees.

8.5 Tenant's Risk; Landlord Not Responsible for Acts of Others. Tenant agrees to use and occupy the Premises at Tenant's own risk. Landlord shall not be liable to Tenant or any other Tenant Party for any damage, injury, loss, compensation, or claim (including, but not limited to, claims for the interruption of or loss to Tenant's business) based on, arising out of or resulting from any cause whatsoever, including, but not limited to, repairs or construction to any portion of the Premises. Nor shall Landlord be liable to Tenant or any other Tenant Party for any fire, robbery, theft, mysterious disappearance and/or any other crime or casualty, or any leakage in any part or portion of the Premises, or from water, rain or snow that may leak into, or flow from any part of the Premises, or from drains, pipes or plumbing fixtures at the Premises, or from the roof, street, subsurface or from any other place, or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of the Premises. Notwithstanding anything in this Section to the contrary, however, Landlord shall in no event be exonerated from any liability to Tenant or any other Tenant Party, for any injury, loss, damage or liability to the extent such exoneration is prohibited by law or to the extent caused by willful misconduct or intentional violation of Legal Requirements by Landlord. Any goods, property or personal effects stored or placed in or about the Premises shall be at the sole risk and hazard of Tenant, and neither Landlord nor any Landlord Party nor Landlord's insurers shall in any manner be held responsible therefor and in no event shall Landlord, or any other Landlord Party have any liability to Tenant or any Tenant Party based on any loss with respect to or interruption in the operation of Tenant's business. The provisions of this Section 8.5 shall be applicable from and after the execution of this Lease and until the end of the Term, and during such further period as Tenant may use or be in occupancy of any part of the Premises. Landlord shall not be responsible or liable to Tenant, or any Tenant Party for any loss or damage to persons or property resulting from the negligence, acts or omissions of persons occupying space adjoining or adjacent to the Premises, or connected to the Premises, or occupying any other part of the Building, or of any of their respective agents, employees, contractors, invitees or customers, including, without limitation, caused by breaking or falling of electrical cables and wires, or the breaking, bursting, stoppage or leakage of water, gas, sewer or steam pipes.

ARTICLE IX
Alterations

9.1 Alterations. Except as hereinafter provided, after completion of Landlord's Work in accordance with the Plans and Specifications, Tenant shall make no additions, installations, improvements, replacements and/or alterations in or to the Premises (hereinafter **"Alterations"**) without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. If Landlord fails to respond to Tenant's written request to approve any Alterations within five (5) Business Days after Tenant shall deliver such written request to Landlord, then Tenant may provide Landlord a second written notice (conspicuously labeled "SECOND NOTICE") requesting Landlord's approval of such Alterations and, if Landlord shall still fail to reply to Tenant within five (5) additional Business Days after receiving Tenant's second notice hereunder, then Landlord shall be deemed to have consented to the Alterations so requested, subject to all other terms and conditions of this Lease.

9.1.1 Notwithstanding the above, Tenant shall have the right to make from time to time, at its expense, non-structural Alterations to the interior of the Premises without obtaining Landlord's consent ("**Permitted Alterations**"); *provided however*, that such Alterations are not Material

Alterations, provided further that Tenant notifies Landlord of the intended Alterations to the interior of the Premises in reasonable detail, together with an estimate of the cost thereof, at least ten (10) Business Days before its commencement of such Permitted Alterations. All Alterations made by or for Tenant shall be done in a good and workmanlike manner and diligently prosecuted to completion, in compliance with applicable Legal Requirements.

9.1.2 Alterations that (i) cost in excess of $10,000 or (ii) are not in compliance with Legal Requirements or Insurance Requirements, or (iii) in Landlord's sole judgment, affect the Building Systems, the structural integrity of the Building or any part thereof, or the exterior of the Building or other structures on the Premises shall be deemed "**Material Alterations**" and shall not be performed without the prior written consent of Landlord, which consent shall be granted or withheld in Landlord's sole and absolute discretion.

9.1.3 If Landlord requires Tenant to remove a Material Alteration at the expiration of the Lease, Landlord must notify Tenant of this effect simultaneously with Landlord's grant of approval of such Material Alteration. All Alterations, additions and improvements to the Premises (including fixtures and equipment) made by or for Tenant shall be done in a good and workmanlike manner and diligently prosecuted to completion, in compliance with applicable Legal Requirements and Insurance Requirements. Any Alterations in or to the mechanical, electrical, plumbing, sanitary, heating, air conditioning, ventilation, life safety or other systems of the Building or to or affecting the roof or any other structural part of the Building, shall be performed only by contractor(s) approved by Landlord.

9.2 Review and Approval Solely for Landlord's Benefit. Tenant agrees that any review or approval by Landlord of Tenant's Alteration plans is solely for Landlord's benefit, and without any representation or warranty whatsoever to Tenant with respect to the adequacy, correctness or efficiency thereof or otherwise.

9.3 Tenant's Obligation to Furnish Documents to Landlord. Tenant, at its expense, shall obtain (and furnish true and complete copies to Landlord of) all necessary governmental permits and certificates for the performance of Alterations and for final approval thereof upon completion, and shall cause Alterations to be performed in compliance therewith, with all Legal Requirements and Insurance Requirements, and with the plans and specifications submitted to, and approved by Landlord pursuant to Section 9.1 hereof. Alterations shall be performed in such manner as not to impose any additional expense upon Landlord in the construction, maintenance, repair or operation of the Building, and if any such additional expense shall be incurred by Landlord as a result of Tenant's performance of Alterations, Tenant shall pay such additional expense upon demand as Additional Rent.

9.4 Notice of Violations. Tenant, at its expense, and with diligence and dispatch, shall procure the cancellation or discharge of all notices of violation arising from or otherwise connected with Alterations, or any other work, labor, services or materials done for or supplied to Tenant, or any Tenant Parties which shall be issued by any public authority having or asserting jurisdiction. However, nothing herein contained shall prevent Tenant from contesting, in good faith and at its own expense, any notice of violation; *provided* neither Landlord nor the Premises is adversely affected thereby.

9.5 "As-Built" Drawings. Tenant shall promptly upon the completion of a Material Alteration deliver to Landlord final "as-built" drawings certified by Tenant's architect of any Alterations Tenant has performed or caused to be performed in the Premises, and upon Landlord's request Tenant shall furnish updated drawings and specifications, if any, for Alterations in progress.

9.6 Liens. Tenant shall cause all contractors performing, and suppliers supplying materials for, Alterations to be paid in full, so that the Premises and the Building shall at all times be free of liens for labor and materials supplied or claimed to have been supplied. In addition, Landlord shall have the

right at all times to post and maintain upon the Premises such notices as may be necessary or desirable to keep the Premises and Landlord free of lien from any mechanic, laborer, materialman, supplier or vendor.

9.6.1 Any mechanic's lien filed against the Premises for work claimed to have been done for, or for materials claimed to have been furnished to, Tenant shall be discharged by Tenant within fifteen (15) Business Days after such filing, by payment, filing of the bond required by law or otherwise, and Tenant shall provide satisfactory proof of such discharge to Landlord. If Tenant fails to do so, Landlord may, upon ten (10) Business Days prior notice to Tenant (or such shorter notice deemed necessary by Landlord) discharge any such mechanic's lien, by bond or payment, or otherwise, and the cost thereof shall be paid by Tenant to Landlord within ten (10) Business Days after demand. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no mechanic's lien or other lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of Landlord in and to the Premises. Tenant shall indemnify and hold Landlord and all other Landlord Parties harmless from and against any and all expenses, liens, claims, liabilities and damages based on or arising, directly or indirectly, by reason of the making of any alterations, additions or improvements by or on behalf of Tenant to the Premises under this Section, which obligation shall survive the expiration or termination of this Lease.

9.7 Removal of Rubbish. Tenant, at its sole cost and expense, shall remove and dispose (in accordance with all Legal Requirements and Rules and Regulations) all rubbish arising from Tenant's Alterations.

ARTICLE X
Landlord's and Tenant's Removable Property

10.1 Landlord's Property. Other than Tenant's Removable Property, all fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term, including Landlord's Work, whether or not by or at the expense of Tenant, shall be and remain a part of the Premises, shall, upon the expiration or sooner termination of this Lease, be deemed the property of Landlord and shall not be removed by Tenant.

10.2 Tenant's Removable Property. All of Tenant's Removable 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 Removable Property is removed, Tenant shall repair or pay the cost of repairing any damage to the Premises or to the Building resulting from the installation and/or removal thereof.

10.3 Timing of Removal of Tenant's Removable Property. On or before the Expiration Date (or earlier termination of this Lease, as the case may be), Tenant, at its expense, shall remove from the Premises all of Tenant's Removable Property (except such items thereof as Landlord shall have expressly permitted to remain, which property shall become the property of Landlord), and Tenant shall repair any damage to the Premises or the Building resulting from removal of Tenant's Removable Property.

10.4 Abandoned Property. Any other items of Tenant's Removable Property which shall remain in the Premises after the Expiration Date, or within ten (10) Business Days following an earlier termination of this Lease, may at the option of Landlord be deemed abandoned, and in such case such items may either be retained by Landlord as its property or disposed of by Landlord, without accountability, in such manner as Landlord shall determine, at Tenant's expense.

ARTICLE XI
Repairs and Maintenance

11.1 Tenant's Obligations.

11.1.1 Save and except for (i) the completion of Landlord's Work and (ii) as expressly provided in Section 11.2, Tenant shall, at its expense, throughout the Term, maintain the Premises in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Tenant, and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements, or the age of such portion of the Premises), including, but not limited to, all mechanical, electrical, plumbing, life safety (including sprinkler systems), sanitary, heating, ventilation, and air conditioning systems of the Building (the "**Building Systems**"), boilers, pressure vessels, fixtures, walls (interior and exterior), ceilings, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Tenant is also responsible for keeping the roof and roof drainage clean and free of debris. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including (i) the procurement and maintenance of the service contracts required by this Section 11.1 and (ii) the timely observance of all procedures itemized under the Building Maintenance Checklist set forth on the Exhibit 11.1.1 attached to and made a part of this Lease. Tenant's obligations shall include restorations, replacements, or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Tenant shall, during the Term, keep the exterior appearance of the improvements on the Premises in substantially the same condition as on the Commencement Date. Tenant shall be responsible for the cost of repairs that may be made necessary by reason of damage to the Building caused by any act or neglect of any Tenant Party (including any damage by fire or other casualty arising therefrom). Tenant shall not, in the course of its repair, maintenance or construction, invalidate any of the warranties on the Premises, including, but not limited to those that relate to the roof, the stormwater management system, the elevator, and the sprinkler systems. All of such repairs and replacements shall be of good quality sufficient for the proper maintenance and operation of the Premises, and shall be constructed and installed in compliance with Legal Requirements and Insurance Requirements. Repairs or replacements to Building Systems may be performed only by contractors approved in advance by Landlord. Tenant shall not, in the course of its repair, maintenance, or construction, invalidate any of the warranties on the Premises, including, but not limited to those that relate to the roof, the stormwater management system, the elevator, and the sprinkler systems.

11.1.2 Tenant shall not permit the accumulation of waste or refuse matter, nor permit anything to be done upon the Premises that would invalidate or prevent the procurement of any insurance policies or governmental permits, licenses or approvals that may at any time be required pursuant to the provisions hereof. Tenant shall not place a load upon any floor in the Premises exceeding the floor load per square foot of area which such floor was designed to carry and which is allowed by Legal Requirements. Landlord reserves the right to prescribe the weight and position of all business machines and mechanical equipment, including safes, which shall be placed so as to distribute the weight.

11.1.3 Tenant shall, at Tenant's sole expense, obtain and keep in full force and effect during the Term (with copies to Landlord, and in customary form and substance reasonably acceptable to, and with contractors reasonably approved by, Landlord) service contracts for such of the Building Systems as are indicated for a "service agreement" on the attached Exhibit 11.1.1, as well as for any other equipment as to which such contracts shall reasonably be required by Landlord. If Tenant shall

fail to obtain or maintain the service contracts required pursuant to this Section 11.1.3, Landlord may, after ten (10) Business Days' notice to Tenant, obtain and maintain the same, and the reasonable cost thereof shall be collectible by Landlord, upon demand, as Additional Rent.

11.1.4 If repairs, maintenance or other work is required to be made by Tenant pursuant to the terms of this Lease, and Tenant fails to commence the repairs and/or other obligations and diligently prosecute such repairs and/or obligations to completion, upon not less than ten (10) Business Days' prior written notice (except that no notice shall be required in the event of an emergency), Landlord may make or cause such repairs to be made or such obligations to be performed (but shall not be required to do so), and all costs incurred by Landlord in connection therewith shall be paid by Tenant to Landlord on demand and shall be Additional Rent. Landlord shall not be responsible to Tenant for any loss or damage whatsoever that may accrue to Tenant's Removable Property or Tenant's business by reason of Landlord's making such repairs.

11.1.5 Tenant shall be solely responsible for security measures at the Premises. Tenant acknowledges that Landlord has not undertaken any duty whatsoever to provide security for the Premises and, accordingly, Landlord is not responsible for the security of same or the protection of Tenant's Removable Property or Tenant's employees, invitees, students, parents, or contractors from any cause whatsoever, including but not limited to criminal and/or terrorist acts. To the extent Tenant determines that such security or protection services are advisable or necessary, Tenant shall arrange for and pay the costs of providing same. Landlord shall have no responsibility to prevent, and shall not be liable to Tenant for losses due to theft, burglary or other criminal activity, or for damages or injuries to persons or property resulting from persons gaining access to the Premises, and Tenant hereby releases Landlord and all other Landlord Parties from all liabilities for such losses, damages or injury, regardless of the cause thereof.

11.2 Landlord's Obligations.

11.2.1 Landlord, at its sole cost, except as provided in Section 11.1 above, shall maintain, repair and replace the roof of the Building (except Tenant shall be responsible for the payment of all costs of repairs and replacements to the roof required as a result of the installation, use, operation, maintenance, repair or replacement of any equipment or facilities installed by Tenant or any party claiming under Tenant on the roof of the Building, including, without limitation, any mechanical systems in any portion of the Building serving such roof equipment and facilities) and the structural elements (excluding exterior glass) of the Building (i.e. load bearing walls, foundation and slab).

11.2.2 During the first sixty (60) full calendar months of the Term, there shall be added to the estimated Option Purchase Price determined under Section 2.4.3 a sum (altogether, the "**Capital Repair Costs**") equal to (i) the total of Landlord's costs and expenses incurred in maintaining, repairing and replacing the roof and the structural elements of the Building, as required under Section 11.2.1, less (ii) any amounts so incurred that shall have been reimbursed to Landlord by insurance or under any applicable warranty. If Tenant shall not exercise the option to purchase provided under Section 2.4, however, then Landlord shall provide Tenant with an amendment to this Lease setting forth a revised schedule of annual Base Rent, which, beginning with the sixth (6th) Lease Year, shall be determined by increasing the annual Base Rent determined under Section 3.1 above for each Lease Year thereafter during the Term by such amounts as may be reasonably required, as determined by Landlord in good faith, in order to ensure that Landlord receives the same rate of return on the Capital Repair Costs as Landlord shall receive on its capital investment in Landlord's Work.

11.2.3 Landlord shall in no event be responsible to Tenant for any condition in the Premises or the Building caused by any act or neglect of Tenant or any Tenant Party. Nor shall

Landlord be responsible to make any improvements or repairs to the Building other than as expressly provided in this Lease.

11.3 Interruption. Landlord shall have no liability to Tenant, nor shall Tenant's covenants and obligations under this Lease be reduced or abated in any manner whatsoever, by reason of any inconvenience, annoyance, interruption or injury arising from Landlord's making any repairs, replacements or changes which Landlord is required or permitted by this Lease, or required by applicable Legal Requirements or Insurance Requirements, to make in or to the fixtures, equipment or appurtenances of the Building or the Premises. Landlord shall not be responsible in any manner for any suspension, interruption or curtailment of any services or utilities to the Premises, regardless of the cause thereof, and no such suspension, interruption or curtailment shall give rise to any claim for abatement of rent or other compensation to Tenant from Landlord, nor shall Tenant claim any direct, indirect or consequential damages or constructive eviction on account thereof, nor shall this Lease or any obligation of Tenant be affected thereby. Tenant hereby expressly waives any and all rights of rent abatement or other remedies on account of any untenantability and Tenant's sole right and remedy for any untenantability shall be as set forth in Section 21.5; provided, however, that, notwithstanding the foregoing provisions of this Section 11.3, if (i) Landlord, its agents, employees or contractors shall cause any suspension, interruption or curtailment of any services or utilities to the Premises and (ii) Tenant shall not be required by this Lease or by the Charter School Contract to maintain any insurance coverage against such suspension, interruption or curtailment, then Tenant shall, as its sole remedy for such suspension, interruption or curtailment, receive an equitable abatement of Base Rent during the time period of such suspension, interruption or curtailment.

ARTICLE XII
Utilities

12.1 Procurement and Payment of Utilities. Tenant shall be responsible to procure the supply of any and all utilities necessary for Tenant's use and occupation of the Premises and, subject to the performance of Landlord's Work and Landlord's express obligations under ARTICLE XI, Landlord will have absolutely no responsibility or obligation to provide any utility or other service to the Premises. Tenant shall contract for, in its own name, and shall pay all taxes, assessments, charges/deposits, fees and bills for utilities including, without limitation, charges for water, gas, oil, sanitary and storm sewer, electricity, steam, telephone service, trash collection, internet access, cable television or satellite service, and all other utilities that may be charged against any occupant or user of the Improvements during the Term. Tenant shall at all times maintain that amount of heat necessary to ensure against the freezing of water lines. Tenant shall indemnify, defend, save and hold Landlord harmless of, from and against any and all claims, liability or damages, including, but not limited to, claims based upon Tenant's failure to pay any fees or other charges for utility services supplied to the Premises, or damages to the utility systems and the Premises, that may result from Tenant's failure to maintain sufficient heat in the Premises. All charges for utilities or services at the Premises before the Rent Commencement Date and after the Expiration Date shall be payable by Landlord.

12.2 Capacity. Tenant shall use best efforts such that its use of electric current shall not exceed the capacity of the then existing feeders to the Building or the risers or wiring installations serving the Premises. Any additional electrical capacity and any risers, feeders or other equipment or service proper or necessary to supply Tenant's electrical requirements, shall, upon written request of Tenant, be installed by Landlord at the expense of Tenant, if in Landlord's reasonable judgment any additional capacity required is then available in the Building, the installations are necessary and will not cause permanent damage or injury to the Building or the Premises, or cause or create a dangerous or hazardous condition, or entail excessive or unreasonable alterations, repairs or expense.

12.3 Interruption. Landlord shall not be liable to Tenant for any loss, damage or expense which Tenant may sustain or incur if (i) the supply of electricity or other service or utility to the Premises is temporarily interrupted, or (ii) the quantity or character of the electric service is changed or is no longer available or suitable for Tenant's requirements.

ARTICLE XIII
Landlord's Services

13.1 Landlord's Obligation. Upon the completion of Landlord's Work, save and except for Landlord's obligations pursuant to Section 11.2, Landlord shall have no obligation to furnish to the Premises any cleaning services, electric energy, water, heat, air-conditioning, ventilation, gas or any other service or utility. Tenant shall obtain heat, air-conditioning, ventilation, gas and any other services or utilities required by Tenant at Tenant's sole cost and expense and in compliance with the applicable provisions of (i) all Legal Requirements and Insurance Requirements, (ii) the rules and regulations of any public utility or other company furnishing such service or utility, and (iii) this Lease.

13.2 Triple Net Lease. It is understood and agreed by the Parties that, except for Landlord's obligations under Section 11.2, this Lease is considered and intended to be a "triple net" lease, providing and yielding to the Landlord payment of the Base Rent and Additional Rent (and to third parties, as applicable) as and when due hereunder absolutely free and net of all expenses, costs and charges allocable to the Term which are in any manner associated with the ownership, operation, use, management, repair, maintenance, and insuring of the Premises, and Tenant hereby agrees to be absolutely responsible for all Rent, costs, expenses, taxes and charges relating to its use and occupancy of the Premises during the Term and any period of its use and occupancy thereafter, unless otherwise expressly provided herein.

13.3 Landlord's Rights of Access. After reasonable notice (except in emergencies when no such notice shall be required) which may be by telephone or e-mail, Landlord, its agents and representatives, shall have the right (without any obligation so to do) to enter the Premises (i) to inspect the same, (ii) to exercise such rights as may be permitted hereunder, (iii) to make repairs or Alterations to the Premises to the extent compelled by Legal Requirements or required under this Lease, (iv) to make repairs or perform other obligations if Tenant fails to do so as required hereunder (but the Landlord shall have no duty whatsoever to make any such inspections, repairs, Alterations, additions or improvements except as otherwise expressly provided in this Lease), (v) to deal with emergencies, (vi) to post such notices as may be permitted under Section 9.6, (vii) to exhibit the Premises to prospective tenants during the twenty four (24) months preceding expiration of the Term and at any reasonable time during the Term to show the Premises to prospective purchasers, lessors and mortgagees, or (viii) for any other purpose as Landlord may reasonably deem necessary or desirable; provided, however, Landlord shall use reasonable efforts not to materially interfere with Tenant's use of or access to the Premises and Landlord shall be accompanied by a designated representative of Tenant if and to the extent Tenant makes such representative available during such entry period. Tenant shall not be entitled to any abatement of rent or other charges nor shall Landlord be deemed guilty of an eviction, actual or constructive, or any violation of Tenant's quiet enjoyment of the Premises on account of Landlord's access to the Premises pursuant to the provisions of this Section 13.3 or any other provision of this Lease or applicable Legal Requirements.

ARTICLE XIV
Subordination

14.1 Subordination of Lease. Subject to the terms of this ARTICLE XIV, this Lease, and all rights of Tenant hereunder, are and shall be subject and subordinate to any ground lease of the Premises, and all renewals, extensions, modifications and replacements thereof, and to all mortgages, deeds of trust, security interests and similar encumbrances (collectively, a "**Mortgage**") which may now or hereafter affect the Premises, whether or not such Mortgage shall also cover other lands and/or buildings and/or leases, to each and every advance made or hereafter to be made under such mortgages, and to all renewals, modifications, replacements and extensions of such leases and such Mortgages and all consolidations of such Mortgages. This Section shall be self operative and no further instrument of subordination shall be required. Nonetheless, in the case of all Superior Mortgages entered into by Landlord, Landlord shall use reasonable efforts to cause the holder of any Superior Mortgage to join with Landlord and Tenant in a subordination, non-disturbance and attornment agreement which, for all purposes, shall govern the subordination of this Lease to a Superior Mortgage, and the relative rights and obligations of Tenant and Mortgagee with respect to this Lease, on such Superior Mortgagee's standard form, incorporating the comments and revisions of Tenant acceptable to Superior Mortgagee in its reasonable discretion. In confirmation of such subordination, Tenant shall promptly execute, acknowledge and deliver any instrument that Landlord, the lessor under any such lease or the holder of any such Mortgage or any of their respective successors in interest may reasonably request to evidence such subordination. Any ground lease to which this Lease is, at the time referred to, subject and subordinate is herein called "**Superior Lease**" and the lessor of a Superior Lease or its successor in interest at the time referred to, is herein called "**Superior Lessor**"; and any Mortgage to which this Lease is, at the time referred to, subject and subordinate, is herein called "**Superior Mortgage**" and the holder of a Superior Mortgage, or its successor in interest at the time referred to, is herein called "**Superior Mortgagee**."

14.2 Attornment. If any Superior Lessor or Superior Mortgagee or the nominee or designee of any Superior Lessor or Superior Mortgagee shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, or otherwise, then at the request of such party so succeeding to Landlord's rights (herein called "**Successor Landlord**"), Tenant shall attorn to and recognize such Successor Landlord as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that such Successor Landlord may reasonably request to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as a direct lease between the Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease, except that the Successor Landlord (unless formerly the landlord under this Lease or its nominee or designee) shall not be (i) liable in any way to Tenant for any act or omission, neglect or default on the part of Landlord under this Lease or for any claim against Landlord arising before the date on which the successor succeeded to Landlord's interest, (ii) responsible for any monies owing by or on deposit with Landlord to the credit of Tenant, (iii) subject to any counterclaim, offset or setoff which theretofore accrued to Tenant against Landlord, excluding express offset rights of Tenant set forth in this Lease, (iv) bound by any modification of this Lease subsequent to such Superior Lease or Mortgage, or by any previous prepayment of Base Rent for more than one (1) month, which was not approved in writing by the Superior Lessor or the Superior Mortgagee thereto, (v) liable to the Tenant beyond the Successor Landlord's interest in the Premises and the rents, income, receipts, revenues, issues and profits issuing from such Premises, (vi) responsible for the performance of any work to be done by the Landlord under this Lease to render the Premises ready for occupancy by the Tenant, (vii) bound by any amendment or modification of such Lease made without its written consent,

or (viii) required to remove any person occupying the Premises or any part thereof, except if such person claims by, through or under the Successor Landlord.

14.3 Notice to Mortgagee. After receiving notice from Landlord of any holder of a Mortgage which includes the Premises, no notice from Tenant to Landlord alleging any default by Landlord shall be effective unless and until a copy of the same is given to such holder (provided Tenant shall have been furnished with the name and address of such holder), and the curing of any of Landlord's defaults by such holder shall be treated as performance by Landlord.

ARTICLE XV
Quiet Enjoyment

Subject to the terms and conditions of this Lease and subject to the rights of any Superior Mortgagee or Superior Lessor, on payment of the Base Rent and other Additional Rent and observing, keeping and performing all of the other terms and conditions of this Lease on Tenant's part to be observed, kept and performed, Tenant shall lawfully, peaceably and quietly enjoy the Premises during the term hereof, without hindrance or ejection by any persons lawfully claiming under Landlord to have title to the Premises superior to Tenant. The foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

ARTICLE XVI
Assignment, Subletting and Mortgaging

16.1 Restriction on Transfer. Except as otherwise permitted in this ARTICLE XVI, Tenant covenants and agrees that neither this Lease nor the term and estate hereby granted, nor any interest herein or therein, may be assigned, mortgaged, pledged, encumbered or otherwise transferred, whether voluntarily, involuntarily, directly or indirectly, by operation of law or otherwise, and that neither the Premises nor any part thereof may be encumbered in any manner by reason of any act or omission on the part of Tenant, or used or occupied or permitted to be used or occupied, by anyone other than Tenant, or for any use or purpose other than the Permitted Use, or be sublet (which term, without limitation, shall include granting of concessions, licenses and the like) in whole or in part, or be offered or advertised for assignment or subletting by Tenant or any person acting on behalf of Tenant, without, in each case, the prior written consent of Landlord, which consent, except as otherwise expressly provided in this Lease, may be withheld by Landlord in its sole and absolute discretion. Without limitation, the provisions of this Section 16.1 shall apply to a transfer (by one or more transfers) of a controlling portion of or interest in the stock or partnership or membership interests or other evidences of equity interests of Tenant as if such transfer were an assignment of this Lease. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anyone other than Tenant, whether or not in violation of the terms and conditions of the Lease, Landlord may, at any time and from time to time, collect rent and other charges from the assignee, subtenant or occupant, and apply the net amount collected to the rent and other charges herein reserved, but no such assignment, subletting, occupancy, collection or modification of any provisions of this Lease shall be deemed a waiver of the provisions of this ARTICLE XVI, or the acceptance of the assignee, subtenant or occupant as a tenant or a release of Tenant from the further performance of covenants on the part of Tenant to be performed hereunder. Any consent by Landlord to a particular assignment, subletting or occupancy or other act for which Landlord's consent is required under this Section 16.1 shall not in any way diminish the prohibition stated in this Section 16.1 as to any further such assignment, subletting or occupancy or other act or the continuing liability of the original named Tenant. No assignment or subletting hereunder shall relieve Tenant from its obligations hereunder. Accordingly, Tenant shall remain fully

and primarily liable for all such obligations unless Landlord, at its sole discretion, shall expressly and in writing release Tenant from the same.

16.1.1 If Tenant shall desire to sublet all or any portion of the Premises or assign this Lease, Tenant shall submit to Landlord a written request for Landlord's consent to such sublet or assignment, which request (the "**Request**") shall contain or be accompanied by the following information:

(a) The name and address of proposed subtenant or assignee;

(b) A duplicate original or photocopy of the sublease agreement or assignment and assumption agreement;

(c) The nature and character of the business of the proposed subtenant or assignee and its proposed use of the Premises;

(d) Banking, financial and other credit information with respect to the proposed subtenant or assignee reasonably sufficient in the judgment of Landlord to enable Landlord to determine the financial responsibility of the proposed subtenant or assignee; and

(e) A certification from the Tenant and the proposed assignee or subtenant that the proposed assignee or subtenant is a Non-Profit Company.

16.1.2 The form of the proposed sublease or instrument of assignment (i) shall be in form reasonably satisfactory to Landlord, and, without limitation, (A) shall not provide for a rental or other payment for the, occupancy or utilization of the space demised thereby based in whole or in part on the income or profits derived by any person from the property so leased, used, occupied or utilized other than an amount based on a fixed percentage or percentages of gross receipts or sales, and (B) shall provide that no person having an interest in the possession, use, occupancy or utilization of the space demised thereby shall enter into any lease, sublease, license, concession or other agreement for use, occupancy or utilization of such space which provides for a rental or other payment for such use, occupancy or utilization based in whole or in part on the income or profits derived by any person from the property so leased, used, occupies or utilized other than an amount based on a fixed percentage or percentages of gross receipts or sales, and that any such purported lease, sublease, concession or other agreements shall be absolutely void and ineffective *ab initio*, (ii) shall provide that the proposed sublease or instrument of assignment may not be modified by Tenant and its sublessee or assignee without Landlord's prior, written consent, which consent may be withheld by Landlord in its sole and absolute discretion; and (iii) shall comply with the applicable provisions of this ARTICLE XVI.

16.1.3 Tenant shall reimburse Landlord on demand (and in no event later than the effective date of any assignment or sublease) for any reasonable costs incurred by Landlord in connection with any proposed assignment or subletting including, without limitation, the reasonable costs of making investigations as to the acceptability of the proposed assignee or subtenant and reasonable costs incurred in connection with the granting of the requested consent, including, without limitation, any legal, appraisal, recording, title, document preparation or closing fees and any mortgage recording taxes. Notwithstanding the provisions of the above, Tenant shall remain liable to Landlord for any such costs that may be incurred by Landlord after the effective date of any assignment consented to in accordance with the terms of this paragraph.

16.1.4 In no event shall any assignment or subletting to which Landlord may have or may not have consented, release Tenant or any guarantor from its obligations under this Lease, or constitute consent to any further assignment or subletting. Anything contained in this Lease to the contrary notwithstanding, Tenant shall not (i) sublet the Premises or assign this Lease on any basis such

that the rental or other amounts to be paid by the sublessee or assignee thereunder would be based, in whole or in part, on the income or profits derived by any person from the Premises or by the business activities of the sublessee or assignee; (ii) sublet the Premises or assign this Lease to any person, directly or indirectly, in which Landlord owns (by applying constructive ownership rules set forth in Section 856(d)(5) of the Internal Revenue Code) a ten percent (10%) or greater interest as defined by Section 856(d)(2)(B) of the Internal Revenue Code; or (iii) sublet the Premises or assign this Lease in any other manner or otherwise derive any income which could cause any portion of the amounts received by Landlord pursuant to this Lease or any sublease to fail to qualify as "rents from real property" within the meaning of Section 856(d) of the Internal Revenue Code, or which could cause any other income received by Landlord to fail to qualify as income described in Section 856(c) (2) of the Internal Revenue Code. The requirements of this Section 16.1.4 shall likewise apply to any further subleasing by any subtenant.

16.1.5 Tenant shall pay to Landlord an amount equal to fifty percent (50%) of any net profit derived from any assignment of this Lease or subletting of the Premises to any person or entity that is not a Tenant Affiliate. Net profit shall mean any consideration paid by any assignee in connection with its acquisition of this Lease or the rent by any subtenant in connection with its subletting of the Premises and, in the event of a subletting, the amount of minimum rent and additional rent paid by any subtenant over the amount of minimum rent and additional rent paid by Tenant under this Lease, less only any Transfer Expenses (hereinafter defined). Such net profit shall be calculated on an annualized basis but shall be paid to Landlord, as Additional Rent, within ten (10) Business Days after receipt thereof by Tenant. "**Transfer Expenses**" shall mean (i) the reasonable out-of-pocket costs and expenses of Tenant in making such sublease or assignment, as the case may be, such as brokers' fees and commissions, attorneys' fees and advertising fees, (ii) any fees paid to Landlord pursuant to the terms of this Lease, and (iii) the cost of improvements or alterations made by Tenant expressly for the purpose of preparing the Premises for such subtenant or assignee or improvement allowances. In determining Transfer Expenses, the costs shall be amortized on a straight-line basis over the term of the sublease, or (in the case of an assignment) over the remainder of the Term.

16.1.6 Except with respect to any transfer permitted under Section 16.2, Landlord at its option shall have the right to cancel this Lease (with the same force and effect as if the entire Term had expired by lapse of time) by written notice given to Tenant at any time within twenty (20) Business Days of Tenant's Request with respect to an assignment of this Lease to any person or entity that is not a Tenant Affiliate, or with respect to subletting of more than fifty percent (50%) of the Premises (whether through any individual instance of subletting or by aggregating all previous and current subletting) to any person or entity that is not a Tenant Affiliate, and if Landlord elects to cancel this Lease, the Term shall fully cease and expire on a date selected by Landlord in its notice of cancellation (which date shall not be less than ten (10) nor more than forty (40) Business Days after the date of such cancellation notice).

16.1.7 In no event shall Tenant be entitled to make, nor shall Tenant make any claim, and Tenant hereby waives any claim, for money damages, nor shall Tenant claim any money damages by way of set-off, counterclaim or defense, based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval to a proposed assignment or subletting as provided for above, but Tenant's sole remedy shall be an action or proceeding to enforce any such provisions, or for specific performance, injunction or declaratory judgment.

16.2 Permitted Transfers. Provided that no Event of Default then exists under this Lease, Tenant shall have the right, subject to all of the other terms and conditions of this ARTICLE XVI, and upon not less than five (5) Business Days' prior written notice to Landlord but without Landlord's prior written consent, to assign this Lease or to sublet all or any part of the Premises (i) to any Tenant

Affiliate or (ii) to any Nevada public charter school that shall (A) possess a current and duly authorized written charter contract pursuant to subsection 5 of Nev. Rev. Stat. § 386.527 and (B) be substantially operated by the Manager.

16.3 Licensing for Occasional Use. Provided that no Event of Default then exists under this Lease, Tenant shall have the right, subject to all of the other terms and conditions of this ARTICLE XVI, to grant from time to time, in writing, certain personal and revocable licenses to use discrete portions of the Premises to support pre-kindergarten and before- and after-school care programming. No licensed use permitted under this Section 16.3 shall interfere in any manner with the Permitted Use. Neither shall any licensed use extend for a period of more than six (6) hours in any twenty-four (24) hour period, nor rise to any level of right, intensity, duration, or repetition that may be deemed to constitute a conveyance of a possessory interest in land. All licensees of Tenant shall assume, by a written instrument substantially in the form attached hereto as Exhibit 16.3, and with other terms and conditions only as reasonably satisfactory to Landlord, the due performance of all of the pertinent covenants and obligations under this Lease. Each license permitted under this Section 16.3 shall contain provisions to the effect (i) that such license is only for actual use of the licensee, and (ii) that, notwithstanding the terms of such written instrument, Tenant shall remain fully liable for all performance under this Lease.

ARTICLE XVII
Signage

Tenant may erect interior signs on the Premises without Landlord's prior written consent provided such signs comply with applicable Legal Requirements and Insurance Requirements. Landlord shall, as part of Landlord's Work, place Tenant's name on the Building, in a manner reasonably acceptable to Tenant. Tenant shall not place any other signs on the Land or Building visible from the exterior of the Building without Tenant obtaining Landlord's consent, which consent shall not be unreasonably withheld or delayed, and the consent of any applicable governmental or municipal authorities. Such signs shall conform to the reasonable sign standards for the Premises adopted by Landlord and all Legal Requirements and, before installation of Tenant's signs, Tenant must submit to Landlord a plan or sketch in reasonable detail (showing, without limitation, size, color, location, materials and method of affixation) of the sign.

ARTICLE XVIII
Damage or Destruction

18.1 Fire or Other Damage. Tenant must give Landlord immediate notice in case the Premises are damaged by fire or other casualty.

18.1.1 If the Premises are Substantially Damaged by fire or other casualty (the term "**Substantially Damaged**" meaning damage of such a character that (i) the Premises are rendered unusable for the Permitted Use and (ii) the same cannot, in the ordinary course, reasonably be expected to be repaired within two hundred (200) Business Days from the time that repair work would commence, as determined by a contractor mutually satisfactory to the Parties), then Tenant or Landlord shall have the right to terminate this Lease by giving notice of such election within forty-five (45) Business Days after the occurrence of such casualty, which termination shall be effective as of the date of such notice.

18.1.2 If the Premises are Substantially Damaged by fire or other casualty and this Lease is terminated pursuant to Section 18.1.1, the Term shall be over on the specified cancellation date with the same force and effect as if such date were the date originally established as the Expiration Date.

Tenant shall have no obligation to pay Rent after the termination date of the Lease. Tenant will look only to its own insurance as required by this Lease, whether or not obtained, to recover any damages or losses suffered as a result of the damage including but not limited to early termination of the Lease, loss of business, damage to Tenant's Removable Property, trade fixtures, etc. Tenant releases Landlord from liability and waives right of recovery against Landlord for all losses or damages resulting from the casualty to the extent that it would have been compensated by insurance required to be carried by Tenant under this Lease. Tenant shall retain the proceeds of all insurance maintained by Tenant and allocable to Tenant's Removable Property, without claim by Landlord.

18.1.3 If the Premises are Substantially Damaged by fire or other casualty and this Lease is not terminated pursuant to Section 18.1.1, Landlord shall thereafter promptly restore the Premises (excluding Tenant's Removable Property and any Alterations performed by or on behalf of Tenant) to substantially the condition they were in immediately prior to such casualty; provided, however, that Landlord's obligation shall be limited to the proceeds of insurance carried pursuant to ARTICLE VIII ("**Insurance Proceeds**") available therefor, and that Landlord shall not be obligated to commence restoration until Landlord has received the Insurance Proceeds and Tenant has paid the applicable deductible to Landlord. If the total cost of restoring the Premises, as provided in this Article, is less than the amount of the Insurance Proceeds applicable to such restoration work, the balance of the Insurance Proceeds shall be paid to the Party responsible for maintaining such insurance upon delivery of final waivers of lien and such other documentation as may be reasonably requested by the other party in order to confirm that such restoration work has been completed in substantial accordance with the terms hereof. If this Lease is terminated by either Party pursuant to the terms and provisions of this Article, all Rent shall be prorated to the date of such damage or destruction and all Insurance Proceeds shall be retained (i) by Tenant if the policy yielding such Insurance Proceeds was obtained pursuant to Section 8.2 and (ii) by Landlord if the policy yielding such Insurance Proceeds was obtained pursuant to Section 8.3. If the total cost of restoring the Premises, as provided in this Article, shall exceed the amount of Insurance Proceeds available for such restoration (as determined by a contractor mutually satisfactory to the Parties), then Tenant may (but shall not be required to) provide its own funds to supplement such Insurance Proceeds, as necessary to restore the Premises. If Tenant shall not provide such funds, however, within twenty (20) Business Days after the pertinent determination by the contractor selected by the Parties, then Landlord may elect to terminate this Lease by giving notice of such election at any time within forty (40) Business Days thereafter, which termination shall be effective as of the date of such notice.

18.2 Partial Damage. If the Premises are damaged by fire or other casualty under this ARTICLE XVIII but are not Substantially Damaged, Landlord shall thereafter promptly restore the Premises (excluding Tenant's Removable Property and any Alterations performed by or on behalf of Tenant) to substantially the condition they were in immediately prior to such casualty; provided, however, that Landlord's obligation shall be limited to the amount of Insurance Proceeds available therefor, and that Landlord shall not be obligated to commence restoration until Landlord has received the Insurance Proceeds and Tenant has paid the applicable deductible to Landlord. After any such damage or destruction, Tenant shall cooperate with Landlord by removing from the Premises in a reasonable time all of Tenant's Removable Property located within the damaged or destroyed area, and from such or areas of the Premises as Landlord deems necessary to timely complete repair or restoration.

18.3 Abatement. If the damage or destruction to the Premises is a direct result of Tenant's negligent or intentional actions or omissions, then Tenant shall be responsible in full for payment of all Base Rent and Additional Rent unabated. In all other cases, if after damage or destruction to the Premises Tenant is unable to continue to use the Premises for the Permitted Use or if Tenant is only able

to use a portion of the Premises for the Permitted Use, then Base Rent and Additional Rent shall be abated or a pro rata portion of the Base Rent and Additional Rent shall be abated, as applicable, from the date of such damage or destruction and shall resume five (5) Business Days after written notice from Landlord that Landlord's restoration is complete. The end date of the Term shall not change.

18.4 Tolling. Notwithstanding anything to the contrary contained in this Lease, the Parties' respective rights to terminate this Lease pursuant to Section 18.1 shall be tolled during the period between Tenant's exercise of its option to purchase the Premises pursuant to the Option Agreement and the Closing Date (as defined in the Option Agreement).

18.5 Restoration Near End of Term. If the Premises are damaged or destroyed to such an extent as to render them untenantable within twenty-four (24) months of the expiration of the Term, then, at Tenant's or Landlord's option and upon notice to the other given within twenty (20) Business Days after the date of the casualty, this Lease shall terminate as of the date of such damage or destruction.

ARTICLE XIX
Eminent Domain

19.1 Condemnation. Except as provided in Section 19.2, if the entire Premises are taken or condemned by a legal authority, then the Term and Tenant's rights shall end as of the date the authority takes title to the Premises. If the Lease is terminated, Tenant must deliver the Premises to Landlord on the termination date together with all Base Rent and Additional Rent then due.

19.2 Partial Condemnation/Continuation of Lease. If less than the entire Premises is taken or condemned by a legal authority, the obligations of the Parties under this Lease shall be unaffected unless the effect of the taking or condemnation is to render the Premises unsuitable for the Permitted Use. From and after the date of delivery of possession to the condemning authority, a just and proportionate part of the Base Rent, according to the extent and nature of such taking, shall abate for the remainder of the Term. The Premises shall be deemed "unsuitable for the Permitted Use" if the state or condition of the Premises has been so affected by the taking or condemnation that, in the good faith judgment of Tenant, reasonably exercised, the Premises cannot be operated on a commercially practicable basis as a charter school. If a taking or condemnation renders the Premises unsuitable for the Permitted Use, Tenant may terminate the Lease as of the date of the taking, or as of the date of loss of occupancy of the condemned portion (if the date for vacating the Premises is different from the date of taking), or within twenty (20) Business Days following either the date of taking or the date of loss of occupancy of the condemned portion. If all or any part of the Premises is temporarily condemned for a period of six (6) months or less, the Parties shall be relieved from their obligations under the Lease only to the extent performance is rendered impracticable or impossible and Tenant shall remain obligated to pay Rent and other charges due under the Lease to Landlord for the period of such temporary taking. In the event of such a temporary taking, the entire amount of compensation payable for the temporary taking, whether paid by the condemning authority as damages, rent or otherwise, shall be payable to Tenant, subject to Tenant having paid to Landlord all Rent and other charges payable under the Lease for the period of such temporary taking.

19.3 Condemnation Award. In the event of a taking or condemnation which results in a termination of this Lease, if there is a single award, the condemnation proceeds, after deduction of the reasonable costs, expenses (including costs of experts) and attorneys' fees incurred in collection thereof ("**Net Award**") shall be divided between Landlord and Tenant as follows: (i) first, Landlord shall be paid out of the Net Award an amount equal to the value of the Premises (including Land and Building(s)) so taken, but subject to any lien, covenant, declaration, easement, cross-easement, operating

agreement, right of way, encumbrance, restriction or similar right or title encumbrance with respect to the Premises, as may then be in full force and effect, and subject to this Lease; and (ii) second, Tenant shall be paid out of the balance of the Net Award an amount equal to the lesser of (A) the then remaining balance of the Net Award, or (B) the unamortized cost of Permitted Alterations constructed by Tenant; and (iii) the balance of the Net Award, if any, remaining after payments described above have been made shall be paid equally to Landlord and Tenant. In addition, Tenant shall always be entitled to claim and receive an award of damages for its losses including any separate damages which are considered "special damages" to Tenant, it being understood and agreed that the term "special damages" as used herein shall include any damages or award (a) payable for Tenant's Removable Property installed by Tenant or anybody claiming under Tenant, at its or their own cost and expense, (b) representing compensation for loss of, or injury to, the business carried on upon the Premises, (c) for Tenant's relocation expenses, (d) for Tenant's damages for the loss of its leasehold estate suffered by it by reason of such taking or condemnation, and (e) any other damages compensable separately to Tenant; provided, however, that no such award to Tenant of special damages shall reduce the amount of the Net Award. In the event of a taking or condemnation of all or part of the Premises under circumstances where there will be a shared, unified award, Landlord and Tenant shall cooperate and join together in making all claims for damages, bringing any suit or action, appealing from any award or judgment, and settling and compromising all such claims, suits or actions, except for those claims which are prosecuted as part of an action for a separate award (*e.g.* a tenant's claim for "special damages") and, except for those claims for separate awards, neither party shall make or enter into such settlement or compromise without first obtaining the prior consent of the other thereto in writing, which consent shall not be unreasonably withheld, delayed or conditioned, and each party shall cooperate with the other in the prosecution of such claims, suits or actions, giving each other reasonable notice of the time and place of any negotiations for settlement or compromise. No pleading shall be filed in any suit or action without the consent of the other in writing, which consent shall not be unreasonably withheld, delayed or conditioned.

ARTICLE XX
Surrender

20.1 Condition of Premises. On the Expiration Date or upon any earlier termination of this Lease, or upon any reentry by Landlord upon the Premises pursuant to Section 21.2.2, Tenant shall quit and surrender the Premises, together with all Alterations (except those Alterations required to be removed pursuant to Section 9.1.3) which may have been made or installed in, on or to the Premises before or during the Term, to Landlord free and clear of Tenant's Removable Property, all occupants, subtenants and licensees, and "broom-clean" and in good order, condition and repair and as Tenant is obligated to maintain the same under this Lease, excepting only (i) ordinary wear and use (subject to Tenant's compliance with Section 12.1) and (ii) those instances of damage by fire or other casualty for which, under other provisions of this Lease, Tenant has no responsibility of repair or restoration.

20.1.1 On the Expiration Date, Tenant shall remove all of Tenant's Removable Property (other than Tenant's Removable Property which Landlord has expressly agreed may remain pursuant to Section 10.3) and, to the extent specified by Landlord pursuant to Section 9.1.3, all Alterations made by or on behalf of Tenant; and shall repair any damages to the Premises or the Building caused by such removal.

20.1.2 On the Expiration Date, Tenant shall also, in accordance with all Legal Requirements, at Tenant's sole cost and expense, and to Landlord's reasonable satisfaction, remove any and all Hazardous Materials placed in the Premises by Tenant or by its agents, invitees, employees or contractors, and Tenant shall be responsible for all costs (including, but not limited to, those resulting

from monitoring, clean-up or compliance in accordance with all Legal Requirements) incurred with respect to any Hazardous Materials placed upon the Premises by Tenant or by its agents, invitees, employees or contractors, after the Commencement Date.

20.2 Acceptance by Landlord. Except as expressly required by this Lease on or with respect to the Expiration Date, no act or thing done by Landlord or its agents shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord.

ARTICLE XXI
Default By Tenant; Landlord Remedies; Default by Landlord

21.1 Default by Tenant. The following occurrences are each an "**Event of Default**":

(a) Tenant fails to pay when due any installment of Base Rent or payment of Additional Rent to Landlord and such failure continues for five (5) Business Days after Tenant's receipt of written notice or demand from Landlord;

(b) Tenant fails to pay when due any Additional Rent to a third party and such failure continues for five (5) Business Days after Tenant's receipt of written notice or demand from such third party or Landlord;

(c) This Lease or Tenant's interest herein is taken upon execution or by other process of law directed against Tenant, or is taken upon or subjected to any attachments by any creditor of Tenant or claimant against Tenant and the attachment is not discharged within ten (10) Business Days after its levy;

(d) Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved, or makes an assignment for the benefit of creditors;

(e) Involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Tenant are instituted against Tenant or a receiver or trustee is appointed for all or substantially all of Tenant's Removable Property and assets and the proceeding is not dismissed or the receivership or trusteeship is not vacated within thirty (30) Business Days after institution or appointment;

(f) During any of the Lease Years specified in Section 7.5.3(b), Tenant fails to perform or comply with the agreements, terms, covenants, or conditions set forth in such Section 7.5.3(b), and such failure continues until the first student attendance date of the Lease Year next beginning after Landlord delivers notice of such failure to Tenant;

(g) Tenant defaults under Tenant's Charter School Contract, or Tenant's Charter School Contract shall be revoked or not renewed by the Authorizer or by any other entity that shall have the authority to revoke, terminate or renew such Charter School Contract, or such Charter School Contract shall otherwise cease to be in full force and effect;

(h) Tenant fails timely or fully to perform or comply with any of the terms, covenants, or conditions of any of (i) the Pass Through Account Control Agreement dated as of October 15, 2015 and entered into by and between Tenant and Nevada State Bank, as depository bank, (ii) the Custodial Account and Control Agreement dated as of October 15, 2015 and entered into by and between Tenant and Zions First National Bank, as custodian, or (iii) the Intercreditor Agreement dated as of October 15, 2015 and entered into by Tenant and Landlord (among others) , as amended pursuant to Section 7.5.1(a); or

(i) Tenant fails to perform or comply with any of the other agreements, terms, covenants, or conditions of this Lease and such failure continues for a period of twenty (20) Business Days (or such other period as may be expressly provided under this Lease) after notice of such failure from Landlord to Tenant, or if such failure is of such a nature that Tenant cannot reasonably remedy the same within such twenty (20) Business Day period, Tenant shall fail to commence promptly to remedy the same and to diligently and continuously prosecute such remedy to completion.

21.2 Landlord's Remedies. If any one or more Events of Default set forth above occur, then Landlord may, at Landlord's election, give notice to Tenant of Landlord's intention to take the following actions:

21.2.1 To terminate this Lease on a date not less than ten (10) Business Days after the giving of such notice or any later date specified in the notice, and, on such date specified in the notice, Tenant's right to possession of the Premises shall cease and the Lease shall be terminated, except as to Tenant's liability set forth in this Section 21.2.1, as if the date fixed in the notice were the end of the Term. If the Lease is terminated pursuant to the provisions of this Section 21.2.1, Tenant shall be liable to Landlord for and shall pay to Landlord on demand damages in an amount equal to the Base Rent and Additional Rent that would have been owing by Tenant under this Lease for the balance of the Term if this Lease had not been terminated, less the net proceeds, if any, of reletting of the Premises by Landlord subsequent to the termination, after deducting all Landlord's expenses in connection with reletting, including without limitation the expenses set forth below; or

21.2.2 To re-enter and take possession of the Premises or any part of the Premises, repossess the Premises as of the Landlord's former estate; expel Tenant and those claiming through or under Tenant from the Premises; and remove the effects of both or either, without being deemed guilty or any manner or trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenants or conditions. (Landlord hereby acknowledges the provisions of Nev. Admin. Code § 386.342.) If Landlord elects to re-enter as provided in this Section 21.2.2, or if Landlord takes possession of the Premises pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time without terminating this Lease, relet the Premises or any part thereof, in Landlord's or Tenant's name but for the account of Tenant, for the term or terms (which may be greater or less that the period which would otherwise have constituted the balance of the Term and on such terms and conditions (which may include concessions of free rent and the alteration and repair of the Premises) as Landlord, in Landlord's discretion, may determine. Landlord may collect and receive the rents for the Premises. Landlord agrees to exercise reasonable efforts to re-rent the Premises to mitigate Landlord's damages; provided, however, that Landlord shall not be responsible or liable for any failure to relet the Premises, or any part thereof, though Landlord shall exercise reasonable efforts to collect any rent due upon the reletting. No re-entry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice or the specific intention is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, to exercise Landlord's right to terminate this Lease by giving Tenant written notice and in that event the Lease shall terminate as specified in the notice. If Landlord elects to take possession of the Premises according to this subparagraph without terminating the Lease, Tenant shall pay Landlord the rent and other sums which would be payable under this Lease as and when due through only the end of the current Term if the repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises after deducting all of Landlord's expenses incurred in connection with the reletting, including without limitation all reasonable repossession costs, brokerage commissions, legal expenses, attorney's fees, expenses of employees, alteration, remodeling and repair costs and expenses of preparation for the reletting. If, in connection with any reletting, the new lease term extends beyond the existing Term, a fair apportionment of the rent received from the reletting and the expenses incurred in

connection with the reletting shall be made in determining the net proceeds received from reletting. In addition, in determining the net proceeds from reletting, any rent concessions shall be apportioned over the term of the new lease.

21.3 Termination Upon Bankruptcy. If any Event of Default set forth in Sections 21.1(d) or 21.1(e) above occurs, then, anything elsewhere in this Lease to the contrary notwithstanding, this Lease may be canceled by Landlord by the sending of a written notice to Tenant within a reasonable time after the happening of such event. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the Premises but shall forthwith quit and surrender the Premises. In the event of the termination of this Lease pursuant to this Section 21.3, Landlord shall forthwith, notwithstanding any other provisions of this Lease to the contrary, be entitled to recover from Tenant as and for liquidated damages in lieu of damages under Section 21.2, an amount equal to the difference between the Base Rent and Additional Rent reserved hereunder for the unexpired portion of the term demised and the fair reasonable rental value of the Premises for the same period. In the computation of such damages the difference between any installment rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the Premises for the period of which such installment was payable shall be discounted to the date of termination at the rate of 4% per annum. If the Premises or any part thereof be relet by Landlord for the unexpired term of this Lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of Base Rent and Additional Rent reserved upon such reletting shall be deemed to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting. Nothing herein shall limit or prejudice the right of Landlord to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to or less than the amount of the difference referred to above.

21.4 Remedies Cumulative; Enforcement Costs. No remedy in this Lease or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute and every power and remedy given by this Lease to Landlord may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission of Landlord to exercise any right, remedy or power arising from any default shall impair any such right, remedy or power or shall be construed to be a waiver of any such default. Tenant shall pay all reasonable costs and expenses (including, without limitation, attorneys' fees and expenses at both the trial and appellate levels) incurred by or on behalf of Landlord in connection with the successful enforcement of any rights of Landlord or obligations of Tenant hereunder, whether or not occasioned by an Event of Default.

21.5 Default by Landlord. Landlord shall in no event be in default under this Lease unless Landlord shall neglect or fail to perform any of its obligations hereunder and shall fail to remedy the same within twenty (20) Business Days after notice to Landlord specifying such neglect or failure, or if such failure is of such a nature that Landlord cannot reasonably remedy the same within such twenty (20) Business Day period, Landlord shall fail to commence promptly (and in any event within such twenty (20) Business Day period) to remedy the same and to prosecute such remedy to completion with diligence and continuity. Tenant expressly and knowingly waives the right to terminate this Lease on account of Landlord's default under this Lease. Except as expressly set forth below, Tenant's sole remedy on Landlord's default is an action for damages or injunctive or declaratory relief.

21.6 Attorneys' Fees. The non-prevailing party shall pay all reasonable costs and expenses (including, without limitation, attorneys' fees and expenses at both the trial and appellate levels) incurred

by or on behalf of the prevailing party in connection with the successful enforcement of any rights or obligations hereunder following an Event of Default.

ARTICLE XXII
No Waivers

22.1 Failure to Require Strict Performance. The failure of either Party to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, and such right to insist upon strict performance shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt by Landlord of Base Rent or partial payments thereof or Additional Rent or partial payments thereof with knowledge of breach by Tenant of any obligation of this Lease shall not be deemed a waiver of such breach. Failure on the part of Landlord or Tenant to complain of any action or non action on the part of the other, no matter how long the same may continue, shall never be a waiver by Tenant or Landlord, respectively, of any of the other's rights hereunder. The consent or approval of Landlord or Tenant to or of any action by the other requiring such consent or approval shall not be construed to waive or render unnecessary Landlord's or Tenant's consent or approval to or of any subsequent similar act by the other.

22.2 Partial Payments. No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account of the earliest installment of any payment due from Tenant under the provisions hereof. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

ARTICLE XXIII
Curing Tenant's Defaults

23.1 Landlord's Right to Perform. If Tenant shall default in the performance of any of Tenant's obligations under this Lease, Landlord, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Tenant, without notice in a case of emergency, and in any other case only if such default continues after the expiration of any applicable notice and cure periods.

23.2 Landlord's Costs. Bills for any reasonable, out-of-pocket expenses incurred by Landlord in connection with any such performance by it for the account of Tenant, and bills for all costs, expenses and disbursements of every kind and nature whatsoever, including reasonable counsel fees and disbursements, involved in collecting or endeavoring to collect the Base Rent or Additional Rent or any part thereof or enforcing or endeavoring to enforce any rights against Tenant or Tenant's obligations hereunder, under or in connection with this Lease or pursuant to law, including any such cost, expense and disbursement involved in instituting and prosecuting summary proceedings or in recovering possession of the Premises after default by Tenant or upon the expiration or sooner termination of this Lease, and interest on all sums advanced by Landlord (at the Interest Rate or the maximum rate permitted by law, whichever is less) may be sent by Landlord to Tenant monthly, or immediately, at its option, and such amounts shall be due and payable as Additional Rent in accordance with the terms of such bills.

ARTICLE XXIV
Brokerage

Landlord and Tenant each represents and acknowledges to the other that it has not dealt with any real estate broker in consummating this Lease, and that no conversation or prior negotiations were had with any broker concerning the renting of the Premises. Landlord and Tenant each hereby holds the other harmless against any claim for brokerage commission(s) arising out of any dealings, conversations or negotiations had by either with any broker claiming to have dealt the indemnifying Party.

ARTICLE XXV
Notices

Any notices under this Lease must be in writing and must be sent (i) by personal delivery, (ii) by United States registered or certified mail (postage prepaid), (iii) by electronic mail, or (iv) by an independent overnight courier service, addressed to the addresses specified below or at such other place as a Party may designate to the other Parties by written notice given in accordance with this Section. Notices given by registered or certified mail are deemed effective three (3) Business Days after the Party sending the notice deposits the notice with the United States Post Office. Notices given by electronic mail are deemed effective on the Business Day transmitted (or, if transmitted on a day that is not a Business Day, then on the next occurring Business Day). Notices delivered by overnight courier are deemed effective on the next Business Day after the day the Party delivering the notice timely deposits the notice with the courier for overnight (next day) delivery.

If to Landlord:	TA Las Vegas 4760 EBR LLC c/o Turner-Agassi Charter School Facilities Fund, L.P. 3000 Olympic Blvd. Building 5, Suite 2120 Santa Monica, CA 90404 Attention: Glenn Pierce Email: gpierce@turnerimpact.com
With Copies to:	TA Las Vegas 4760 EBR LLC c/o Turner-Agassi Charter School Facilities Fund, L.P. 3000 Olympic Blvd. Building 5, Suite 2120 Santa Monica, CA 90404 Attention: Bari Cooper Sherman, Esq. Email: bsherman@ turnerimpact.com
And to:	TA Las Vegas 4760 EBR LLC c/o Turner-Agassi Charter School Facilities Fund, L.P. 3000 Olympic Blvd. Building 5, Suite 2120 Santa Monica, CA 90404 Attention: Aarthi Sowrirajan Email: asowrirajan@ turnerimpact.com
And to:	Quarles & Brady LLP 411 East Wisconsin Avenue Suite 2350

Milwaukee, WI 53202
Attn: Michael J. Ostermeyer
Facsimile: (414) 978-8956
Email: michael.ostermeyer@quarles.com

If to Tenant: Mater Academy of Nevada
c/o Academica Nevada
1378 Paseo Verde Parkway
Suite 200
Henderson, NV 89012
Email: rreeves@academicanv.com

With Copy to: Mater Academy of Nevada
c/o Academica Nevada
1378 Paseo Verde Parkway
Suite 200
Henderson, NV 89012
Attn: Colin Bringhurst, Esq., General Counsel
Email: colin.bringhurst@academicanv.com

And to: Wolfe & Wyman LLP
6757 Spencer Street
Las Vegas, NV 89119
Attn: Robert B. Ryder
Email: rbryder@wolfewyman.com

Any notice by either Party hereto, whether required or permissible hereunder, may be given by such Party's then current attorney, which notice, when given by such attorney, shall be deemed equally as effective as if given by such Party directly.

ARTICLE XXVI
Estoppel Certificates

Within ten (10) Business Days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord, any mortgagee or prospective mortgagee, any purchaser or prospective purchaser of Landlord or the Premises, a sworn statement certifying: (i) the Commencement Date and the Rent Commencement Date of this Lease; (ii) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications to this Lease, that this lease is in full force and effect, as modified, and stating the date and nature of such modifications); (iii) the date to which the rent and other sums payable under this Lease have been paid; (iv) the fact that there are no current defaults under this Lease by either Landlord or Tenant except as specified in Tenant's statement; and (v) such other matters as may be reasonably requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this ARTICLE XXVI may be relied upon by any mortgagee, beneficiary or purchaser, and Tenant shall be liable for all loss, cost or expense resulting from the failure of any sale or funding of any loan caused by any material misstatement contained in such estoppel certificate. Tenant irrevocably agrees that if Tenant fails to execute and deliver such certificate within such ten (10) Business Day period Landlord or Landlord's beneficiary or agent may execute and deliver such certificate on Tenant's behalf, and that such certificate shall be fully binding on Tenant.

ARTICLE XXVII
Holdover

If Tenant, with Landlord's written consent, holds over at the end of the Term, Tenant shall become a tenant at will and any such holding over shall not constitute an extension of this Lease. During such holding over, Tenant shall pay rent and other charges at the highest monthly rate provided for herein and shall be subject to all conditions, provisions and obligations of this Lease in effect on the last day of the Term. If Tenant holds over at the end of the term without Landlord's written consent, such holding over shall be treated as a daily tenancy at sufferance at a rate equal to the greater of (i) two (2) times the Base Rent then in effect and (ii) the fair market rent plus Additional Rent and other additional charges herein provided (prorated on a daily basis) and shall otherwise be on the terms and conditions set forth in this Lease as far as applicable. Without limiting the foregoing, Tenant shall also be responsible for, and indemnify and hold Landlord harmless from and against, all loss, cost and damage suffered by Landlord (including without limitation loss of rental or loss of a tenant) as a result of any such holding over.

ARTICLE XXVIII
Representations and Warranties

28.1 Tenant. Tenant represents and warrants as follows:

28.1.1 There are no actions, suits or proceedings pending or, to the knowledge of Tenant, threatened against or affecting Tenant, at law or in equity or before any federal, state, municipal or governmental department, commission, board, bureau, agency or instrumentality which would impair Tenant's ability to perform its obligations under this Lease.

28.1.2 This Lease has been duly approved by the Authorizer as required under applicable Legal Requirements (including, without limitation, under the terms of the *Nevada Charter School Operation Manual* (January 2014), as currently in effect).

28.1.3 This Lease has been duly authorized, executed and delivered by Tenant and constitutes the legal, valid and binding obligation of Tenant.

28.1.4 The consummation of the transactions hereby contemplated and the performance of this Lease shall not result in any breach or violation of, or constitute a default under any lease, bank loan or credit agreement to which Tenant is a party.

28.2 Landlord. Landlord represents and warrants as follows:

28.2.1 There are no actions, suits or proceedings pending or, to the knowledge of Landlord, threatened against or affecting Landlord, at law or in equity or before any federal, state, municipal or governmental department, commission, board, bureau, agency or instrumentality which would impair Landlord's ability to perform its obligations under this Lease.

28.2.2 This Lease has been duly authorized, executed and delivered by Landlord and constitutes the legal, valid and binding obligation of Landlord.

28.2.3 The consummation of the transactions hereby contemplated and the performance of this Lease shall not result in any breach or violation of, or constitute a default under any lease, bank loan or credit agreement to which Landlord is a party.

28.2.4 Except as indicated by the Environmental Site Assessment, Landlord has no actual knowledge of any Hazardous Materials existing on or under the Premises as of the date of the Environmental Site Assessment.

ARTICLE XXIX
Miscellaneous Provisions

29.1 Liability of Landlord; Transfer of Landlord's Interest.

29.1.1 Tenant agrees to look solely to Landlord's equity interest in the Premises at the time of recovery for recovery of any judgment against Landlord, and agrees that none of the following shall be personally liable for any such judgment, or for the payment of any monetary obligation to Tenant: Landlord; any member or constituent partner of Landlord; any successor to Landlord; or any successor to any member or constituent partner of Landlord. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or any successor of Landlord, or to take any action not involving the personal liability of Landlord or any successor of Landlord to respond in monetary damages from Landlord's assets other than Landlord's equity interest in the Premises.

29.1.2 Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Premises and in this Lease. Tenant agrees that in the event of any such transfer, Landlord shall automatically be released from all liability under this Lease, and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder accruing after the date of transfer. Such transferee shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by Landlord, including the return of any Security Deposit, and Tenant shall attorn to such transferee. Tenant further acknowledges that Landlord may assign its interest in this Lease to any lender as security. Tenant agrees that such an assignment shall not release Landlord from its obligations hereunder and that Tenant shall continue to look to Landlord for the performance of its obligations hereunder unless and until Landlord's lender succeeds to Landlord's interest under this Lease.

29.1.3 Notwithstanding any contrary provision herein, neither Landlord nor any Landlord Party shall be liable to Tenant or any Person claiming under Tenant under any circumstances for injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring, or for any indirect or consequential damages.

29.1.4 Any repairs or restoration required or permitted to be made by Landlord under this Lease may be made during normal business hours, and Landlord shall have no liability for damages to Tenant for inconvenience, annoyance or interruption of business arising therefrom.

29.2 Recording. Landlord and Tenant agree not to record the within Lease, but shall, simultaneously with their execution and delivery of this Lease, execute, deliver, and record a Memorandum of Lease, which Memorandum shall be in recordable form and in content substantially conforming to the form attached hereto as Exhibit 29.2. In no event shall such document set forth rent or other charges payable by Tenant under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

29.3 Confidentiality and Publicity.

29.3.1 Tenant agrees that (i) this Lease and the terms contained herein, (ii) all information regarding the Premises of whatever nature made available to Tenant or any Tenant Party by Landlord or any Landlord Party, and (iii) the results of all tests and studies of the Premises (altogether, collectively, the "**Confidential Information**") shall be treated by Tenant as strictly confidential. Accordingly, Tenant shall not disclose, and Tenant shall not permit any Tenant Party to disclose, the

same to any third party without the written consent of Landlord; provided, however, that, Tenant shall not hereby be precluded from disclosure of Confidential Information (including, without limitation, this Lease) that may be compelled by Legal Requirements, or from disclosing this Lease (and the terms contained herein) to its attorneys, accountants, auditors, lenders, and other professionals who may be bound to Tenant by duties of confidence. Tenant acknowledges that the terms of this provision shall not limit Landlord from making Confidential Information available to its investors, members, constituent partners, attorneys, accountants, auditors, lenders, and other professionals who may be bound to Landlord by duties of confidence, as well as to brokers, lenders, principals, agents, employees, and others involved in any sale, financing, or other transfer of Landlord's interest in the Property.

29.3.2 If Tenant or any Tenant Party is required by Legal Requirements to provide this Lease or disclose any of its terms, or otherwise disclose any Confidential Information, Tenant shall give Landlord prompt notice of such requirement before making disclosure (provided that Legal Requirements allow such notice prior to disclosure) so that Landlord may seek an appropriate protective order. If Landlord does not seek or is not successful in obtaining a protective order, or if Tenant or such Tenant Party is compelled to make disclosure without waiting for Landlord to act, Tenant shall only disclose, and shall only permit the Tenant Party to disclose, portions of the Confidential Information that are required to be disclosed, and Tenant and such Tenant Party shall exercise reasonable efforts to obtain assurance that confidential treatment shall be accorded to the Confidential Information so disclosed.

29.3.3 Tenant shall not, and Tenant shall not permit any Tenant Party to, at any time issue a press release or otherwise communicate with media representatives regarding this Lease, the Premises or any other Confidential Information unless such release or communication has received the prior written approval of Landlord, which may be granted or withheld in Landlord's sole discretion.

29.4 When Lease Becomes Binding; Entire Agreement. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and this Lease expressly supersedes any proposals or other written documents relating hereto. The entire agreement between the Parties respecting the Lease of the Premises and all matters covered or mentioned in the Lease is contained in this Lease, which expressly incorporates all of the following:

- Exhibit 1.1: Legal Description of the Premises
- Exhibit 2.2: Commencement Date Certificate
- Exhibit 2.4.1: Option Sale Agreement
- Exhibit 3.1: Base Rent Schedule
- Exhibit 3.1 (Alternative 1): Alternate Base Rent Schedule
- Exhibit 3.3.1: Escrow Agreement
- Exhibit 6.1-1: Development Summary
- Exhibit 6.1-2: Schematic Plans
- Exhibit 6.4: Budget
- Exhibit 11.1.1: Building Maintenance Checklist
- Exhibit 16.3: Form of License Agreement
- Exhibit 29.2: Memorandum of Lease

This Lease may not be altered, changed or amended except by an instrument in writing signed by both Parties. This Lease may be modified or altered only by written agreement between Landlord and

Tenant, and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof.

29.5 Unavoidable Delay. Except as expressly provided in this Lease, if Landlord or Tenant is delayed or prevented from performing any of its respective obligations because of strikes, lockouts, labor troubles, inability to procure materials, failure of power, governmental restrictions, litigation which results in an injunction prohibiting or otherwise delaying the continuity of such construction or other acts, or other reasons not within the reasonable control of the Party delayed in performing such obligation (each an "**Unavoidable Delay**"), then the period of such delays shall be deemed added to the time herein provided for the performance of any such obligation and the defaulting Party shall not be liable for losses or damages caused by such delays; *provided, however*, that this Section shall not (i) affect Tenant's obligation to pay Base Rent or any obligation of Landlord or Tenant that can be satisfied by the payment of money, or (ii) extend any date(s) for giving notice pursuant to Section 2.3.

29.6 Consent. If Tenant shall request Landlord's consent and Landlord shall fail or refuse to give such consent, Tenant shall not be entitled to any damages for any withholding by Landlord of its consent, it being intended that Tenant's sole remedy shall be an action for specific performance or injunction, and such remedy shall be available only in those cases where Landlord has expressly agreed in writing not to unreasonably withhold or delay its consent or where as a matter of law Landlord may not unreasonably withhold or delay its consent. Furthermore, whenever Tenant requests Landlord's consent or approval (whether or not provided for herein), Tenant shall pay to Landlord, on demand, as Additional Rent, any reasonable expenses incurred by Landlord (including without limitation reasonable attorneys' fees and costs, if any) in connection therewith.

29.7 PATRIOT Act. As an inducement to Landlord to enter into this Lease, Tenant hereby represents and warrants that: (i) Tenant is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("**OFAC**") pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, "**Specially Designated National and Blocked Person**" or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a "**Prohibited Person**"); (ii) Tenant is not (nor is it owned, controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) from and after the effective date of the above-referenced Executive Order, Tenant (and any person, group, or entity which Tenant controls, directly or indirectly) has not knowingly conducted and may not knowingly conduct business, nor has or may Tenant knowingly engage in any transaction or dealing with any Prohibited Person in violation of the U.S. PATRIOT Act or any OFAC rule or regulation, including without limitation any assignment of this Lease or any subletting of all or any portion of the Premises or the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation. In connection with the foregoing, it is expressly understood and agreed that (x) any breach by Tenant of the foregoing representations and warranties shall be deemed an immediate Event of Default by Tenant under Section 21.1 (without the benefit of notice or grace) and shall be covered by the indemnity provisions of Section 8.1, and (y) the representations and warranties contained in this subsection shall be continuing in nature and shall survive the expiration or earlier termination of this Lease.

29.8 No Partnership. The relationship of the Parties is that of landlord and tenant and no partnership, joint venture or participation is hereby created.

29.9 Excavation. If an excavation shall be made upon land adjacent to or under the Building, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such

excavation, license to enter the Premises for the purpose of performing such work as said person shall deem necessary or desirable to preserve and protect the Building from injury or damage to support the same by proper foundations, without any claim for damages or liability against Landlord and without reducing or otherwise affecting Tenant's obligations under this Lease.

29.10 Choice of Law. This Lease shall be governed by and construed in accordance with the laws of the State of Nevada. Landlord and Tenant hereby consent and submit irrevocably to the jurisdiction of the state and federal courts located in the State of Nevada with respect to the provisions of this Lease.

29.11 Waiver of Jury Trial. Each Party hereby voluntarily and knowingly waives trial by jury, to the extent permitted by Legal Requirements, in any action, proceeding, or counterclaim by either Party against the other Party on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, any emergency or statutory remedy, or any act or omission of any Party with respect to this Lease or the Premises. In the event of litigation, this Lease may be filed as a written consent to a trial by the court without a jury.

29.12 Independent Covenants. This Lease shall be construed as though the covenants herein (including, without limitation, Tenant's obligation to pay Rent) between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to perform any such obligations at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord.

29.13 Successors and Assigns. Except as herein otherwise provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant (except in the case of Tenant, however, only such assigns as may be permitted hereunder) and, if Tenant shall be an individual, upon and to his heirs, executors, administrators, successors and permitted assigns. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant.

29.14 Joint and Several Liability. If there is more than one (1) person or entity named as Tenant hereunder, the obligations of Tenants hereunder shall be joint and several obligations of each of Tenant. In accordance with the terms of this Lease, Landlord may proceed against any or all Tenants in the event of a default hereunder subject to any defenses as may be available to any Tenant.

29.15 Obligation of Tenant. As required under the Charter School Contract, Landlord hereby acknowledges the following: (i) that the provisions of this Lease are enforceable only to the extent that such provisions comply with applicable Legal Requirements; and (ii) that the Authorizer shall not be contractually bound to Landlord on the Tenant's account for any obligation arising under this Lease.

29.16 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original. Executed counterparts of this Lease may be delivered by electronic mail, and such documents shall be effective as original executed instruments.

29.17 Application, Construction, and Interpretation. If any provisions of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. The captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring

construction against the Party causing this Lease to be drafted. All terms and words used in this Lease, shall be deemed to include any other number and any other gender as the context may require.

[*Signatures begin on next page.*]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

TENANT:

Mater Academy of Nevada,
a Nevada public charter school

By: Sheila Maulton
Name: Sheila Maulton
Title: Board Chairperson

LANDLORD:

TA Las Vegas 4760 EBR LLC,
a Delaware limited liability company

By:_____
Name: Bari Cooper Sherman
Title: Vice President/Secretary

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

TENANT:

Mater Academy of Nevada,
a Nevada public charter school

By:_____
Name:
Title:

LANDLORD:

TA Las Vegas 4760 EBR LLC,
a Delaware limited liability company

By:_____
Name: Bari Cooper Sherman
Title: Vice President/Secretary

Business	Legal

EXHIBIT 1.1
Legal Description of the Premises

That portion of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 29, Township 20 South, Range 62 East, M.D.M., City of Las Vegas, Clark County, Nevada described as follows:

BEGINNING at the Southwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence North along the West line thereof, a distance of 1346.39 feet to the Northwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence East along the North line thereof to a West line of Sunland Village, as recorded in the Office of the Clark County, Nevada Recorder on File in Book 16 of Plats, Page 21;
Thence South 00°36'41" East along said West line, a distance of 224.34 feet;
Thence North 87°12'13" East, a distance of 121.77 feet;
Thence South 0°33'43" West, a distance of 897.56 feet;
Thence North 87°11'30" East, a distance of 152.78 feet to the East line of the West Half (W ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence South along said East line to the Southeast Corner of Southeast Quarter (SE ¼);
Thence West along the South line of said Section 29 to the TRUE POINT OF BEGINNING.

Together with that portion conveyed to Bonanza-Marion, LLC in Quitclaim Deed recorded March 6, 2008 in Book 20080306 as Document No. 04050, of Official Records.

Excepting Therefrom a strip of land 150 feet in width, lying 75 feet on each side of the following described centerline:

COMMENCING at the Northwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said section 29;
Thence South 1°13'50" West along the along the West line of said Southeast Quarter (SE ¼), 96.92 feet to the TRUE POINT OF BEGINNING of the herein described centerline:
Thence South 28°47'28" East, 1396.58 feet to a point on the South line of said Southeast Quarter (SE ¼), said point bears North 87°57'07" East 699.89 feet from the South Quarter corner of said Section 29, said point also being the point of termination. The side lines of said strip of land are to be lengthened or shortened as to begin on the North line and the West line and to terminate on the South line, of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29.

Further Excepting Therefrom those portions conveyed for road purposes by Deeds recorded September 3, 1954 in Book 20 as Document No. 19378, June 24, 1955 in Book 59 as Document No. 50172, May 11, 1964 in Book 537 as Document No. 432173, June 3, 1974 in Book 431 as Document No. 390442, January 20, 1995 in Book 950120 as Document No. 01869, all of Official Records, Clark County, Nevada.

Further Excepting Therefrom that portion conveyed to the City of Las Vegas, a municipal corporation by Grant Bargain and Sale Deed, recorded September 8, 2006 in Book 20060908 as Document no. 0003357, of Official Records as re-recorded July 25, 2007 in Book 20070725 as Document No. 00348, of Official Records.

Further Excepting Therefrom that portion conveyed to the City of Las Vegas by Quitclaim Deed recorded February 12, 2007 in Book 20070212 as Document No. 02683, February 29, 2008 in Book 20080229 as Document No. 02841, as re-recorded May 15, 2008 in Book 20080515 as Document No. 00582 and in that

certain Grant Deed recorded February 29, 2008 in Book 20080229 as Document No. 02842, of Official Records.

NOTE: The above metes and bounds legal description appeared previously in the deed recorded October 15, 2012 in Book 20121015 as Document No. 000304, of Official Records.

EXHIBIT 2.2
Commencement Date Certificate

This Agreement, made this __ day of _____, 2017 between TA LAS VEGAS 4760 EBR LLC ("**Landlord**") and MATER ACADEMY OF NEVADA ("**Tenant**").

W I T N E S S E T H :

WHEREAS, by a certain Lease (hereinafter called "the **Lease**"), dated as of September ___, 2016, Landlord leased to Tenant the parcel of land located in City of Las Vegas, Clark County, State of Nevada, more particularly described on Exhibit 1.1 of the Lease, together with all buildings existing and to be constructed by Landlord thereupon (altogether, the "Premises"); and

WHEREAS, Tenant is now in possession of the Premises; and

WHEREAS, under the provisions of the Lease, Landlord and Tenant agreed to execute, acknowledge and deliver to each other an agreement setting forth the Rent Commencement Date.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The Commencement Date of the Lease was _____, 2017.

2. The Rent Commencement Date of the Lease was _____, 2017.

3. The Expiration Date of the Term is the 30th day of June, 2046.

4. The Base Rent as of the date hereof is $ _____.

5. The Additional Rent payable to Landlord as of the date hereof is $_____.

6. The Lease is in full force and effect and has not been modified, supplemented or amended in any way.

7. That all terms and conditions to be performed by the Landlord and Tenant under the terms of the Lease have been satisfied unless noted in an appendix to this Agreement; that as of the date hereof, there are no existing defenses or offsets against the Landlord or Tenant under the Lease terms; and that no rent has been paid in advance, except as may be provided for in the Lease and the rent has continued to be paid in accordance with said lease since the Rent Commencement Date.

8. Tenant is in occupancy of the leased Premises.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the day and year first above written.

LANDLORD:

WITNESS:

TA Las Vegas 4760 EBR LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

_____

TENANT:

WITNESS:

Mater Academy of Nevada,
a Nevada public charter school

By: _____
Name: _____
Title: _____

_____

EXHIBIT 2.4.1
Option Sale Agreement

THIS SALE AGREEMENT (this "**Agreement**"), effective as of _____, 20__ (the "**Purchase Option Date**"), by and between TA LAS VEGAS 4760 EBR LLC ("**Seller**"), and MATER ACADEMY OF NEVADA ("**Buyer**"). For purposes of this Agreement, Seller and Buyer shall together be known as the "**Parties**," and each shall be known as a "**Party**."

W I T N E S S E S:

For other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties do hereby agree as follows:

ARTICLE 1
SALE OF PROPERTY

Seller agrees to sell, transfer and assign and Buyer agrees to purchase, accept and assume, subject to the terms and conditions set forth in this Agreement, all of Seller's right, title and interest in and to that certain real property, located in the City of Las Vegas, Clark County, State of Nevada, that is more particularly described on the Addendum A attached to and made a part of this Agreement, together with the building(s) thereon that have been constructed by Seller, and all fixtures and improvements located therein and thereon that are owned by Seller as of the Closing Date (altogether, the "**Property**").

ARTICLE 2
PURCHASE PRICE

2.1 Purchase Price. The purchase price for the Property shall be $_____ (the "**Purchase Price**"). The Purchase Price shall be payable as provided in Section 2.2. [Note: Purchase Price to be established in accordance with Section 2.4.3 of that certain Lease Agreement entered into between the Parties and dated as of September ___, 2016.]

2.2 Payment of Purchase Price. Upon the complete execution and delivery of this Agreement, Buyer shall remit to the Title Company (as defined below) (the "**Escrow Agent**") a sum equal to three percent (3%) of the Purchase Price (together with all interest earned thereon, the "**Deposit**"), which Deposit shall be held in escrow for application and disbursement as the Deposit under the terms of this Agreement. At the consummation of the transactions contemplated hereby (the **"Closing"**), the balance of the Purchase Price in excess of the Deposit, plus or minus any prorations, shall be payable by Buyer to Seller in immediately available funds. This sale shall be closed through Escrow Agent on terms reasonably acceptable to Buyer and Seller.

The Deposit shall be held by the Escrow Agent in an interest-bearing account in a financial institution mutually satisfactory to the Parties. Buyer and Seller hereby acknowledge and agree that the Deposit is, as of the Effective Date, fully-earned by the Seller and is non-refundable in all circumstances (although applicable to the Purchase Price at Closing), except as expressly provided in Section 9.2 hereof. If the sale of the Property shall be consummated, the Deposit at Closing shall be paid to Seller and credited against the Purchase Price.

ARTICLE 3
AS-IS SALE

3.1 As-Is Sale. Buyer is the lessee of the Property and is intimately familiar with all aspects of the Property. Buyer acknowledges and agrees as follows: (i) the Property shall be sold, and Buyer shall accept possession of the Property on the Closing Date, "AS IS, WHERE IS, WITH ALL FAULTS", with no right of setoff or reduction in the Purchase Price, (ii) except as set forth in Section 7.2, none of the Seller or its agents, advisors, officers, directors employees, affiliates, members, constituent partners, managers or representatives (collectively, "**Seller Parties**") have or shall be deemed to have made any verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory or otherwise) to Buyer with respect to the Property, (iii) Buyer has independently confirmed to its satisfaction all information that it considers material to its purchase of the Property, and (iv) Buyer expressly understands and acknowledges that it is possible that unknown problems, conditions, losses, costs, damages, claims, liabilities, expenses, demands and obligations may exist with respect to the Property (clauses (i), (ii), (iii) and (iv), the "**Liabilities**") and that Buyer explicitly took that possibility into account in determining and agreeing to the Purchase Price, and that a portion of such consideration, having been bargained for between the Parties with the knowledge of the possibility of such unknown Liabilities, shall be given in exchange for a full accord and satisfaction and discharge of all such Liabilities.

3.2 Release. BUYER HEREBY RELEASES EACH OF THE SELLER PARTIES FROM, AND WAIVES ANY AND ALL LIABILITIES AGAINST EACH OF THE SELLER PARTIES, WHETHER ARISING OR ACCRUING BEFORE, ON OR AFTER THE DATE HEREOF AND WHETHER ATTRIBUTABLE TO EVENTS OR CIRCUMSTANCES WHICH HAVE HERETOFORE OR MAY HEREAFTER OCCUR. WITHOUT LIMITATION ON THE GENERALITY OF THE FOREGOING, THE FOREGOING RELEASE INCLUDES, WITHOUT LIMITATION, A RELEASE OF ANY AND ALL LIABILITIES WITH RESPECT TO (AND LIABILITIES INCLUDE, WITHOUT LIMITATION) THE STRUCTURAL, PHYSICAL, OR ENVIRONMENTAL CONDITION OF THE PROPERTY; AND ANY AND ALL LIABILITIES RELATING TO THE RELEASE OF OR THE PRESENCE, DISCOVERY OR REMOVAL OF ANY SUBSTANCE, CHEMICAL, WASTE OR MATERIAL THAT IS OR BECOMES REGULATED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY BECAUSE OF ITS TOXICITY, INFECTIOUSNESS, RADIOACTIVITY, EXPLOSIVENESS, IGNITABILITY, CORROSIVENESS OR REACTIVITY, INCLUDING, WITHOUT LIMITATION, ASBESTOS OR ANY SUBSTANCE CONTAINING MORE THAN 0.1 PERCENT ASBESTOS, THE GROUP OF COMPOUNDS KNOWN AS POLYCHLORINATED BIPHENYLS, FLAMMABLE EXPLOSIVES, OIL, PETROLEUM OR ANY REFINED PETROLEUM PRODUCT (COLLECTIVELY, "**HAZARDOUS MATERIALS**") IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR, CONNECTED WITH OR ARISING OUT OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON CERCLA (COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, 42 U.S.C. §§9601 *ET SEQ.*, AS AMENDED BY SARA (SUPERFUND AMENDMENT AND REAUTHORIZATION ACT OF 1986) AND AS MAY BE FURTHER AMENDED FROM TIME TO TIME), THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, 42 U.S.C. §§6901 ET SEQ., OR ANY RELATED CLAIMS OR CAUSES OF ACTION OR ANY OTHER FEDERAL, STATE OR MUNICIPAL BASED STATUTORY OR REGULATORY CAUSES OF ACTION FOR ENVIRONMENTAL CONTAMINATION AT, IN, ABOUT OR UNDER THE PROPERTY. EXCEPT WITH RESPECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7.2 BELOW, WITHOUT LIMITATION ON THE GENERALITY OF

THE FOREGOING, NEITHER BUYER NOR ANY OF BUYER'S AFFILIATES NOR ANY OF THEIR REPRESENTATIVES, EMPLOYEES, OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, CONTRACTORS, SUCCESSORS, ASSIGNS OR INVITEES (COLLECTIVELY, THE "**BUYER PARTIES**") SHALL HAVE ANY CLAIM, RIGHT OR DEFENSE AGAINST SELLER OR ANY OF THE SELLER PARTIES WITH RESPECT TO, IN CONNECTION WITH OR ARISING OUT OF THE PROPERTY, AND BUYER WAIVES, ON BEHALF OF BUYER AND THE BUYER PARTIES, ANY AND ALL SUCH CLAIMS, RIGHTS AND DEFENSES OF BUYER AND THE BUYER PARTIES AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND THE SELLER PARTIES FROM AND AGAINST ANY AND ALL SUCH CLAIMS, RIGHTS AND DEFENSES OF BUYER AND THE BUYER PARTIES.

_____ _____

Seller's Initials **Buyer's Initials**

ARTICLE 4
CLOSING COSTS

Buyer shall pay the following costs and expenses associated with the transactions contemplated hereby (the "**Transaction**"): (i) all recording and filing charges in connection with the instrument by which Seller conveys the Property; (ii) all escrow or closing charges; (iii) all premiums and charges of the Title Company for the Title Policy (as hereinafter defined); (iv) all charges for any current survey of the Property required for issuance of the Title Policy; (v) all transfer taxes, sales taxes, and similar charges, if any, applicable to the transfer of the Property to Buyer; (vi) all fees due Buyer's attorneys in connection with the Transaction; (vii) all fees due Seller's attorneys in connection with the Transaction, up to a maximum of $25,000; and (viii) all lenders' fees related to any financing to be obtained by Buyer. The obligations of the Parties under this Article 4 shall survive the Closing (and not be merged therein) or any earlier termination of this Agreement.

ARTICLE 5
CLOSING

5.1 Closing Date. Closing shall occur on a date mutually agreed by the Parties (the "**Closing Date**"), which Closing Date shall be _____ [SPECIFY DATE established by Notice of Exercise delivered in conformity with Section 2.4.1 of that certain Lease Agreement entered into between the Parties and dated as of September ___, 2016]. The Parties shall conduct an escrow-style closing through the Title Company (acting as the Escrow Agent), so that it will not be necessary for any Party to attend the closing of the Transaction.

5.2 Title Transfer and Payment of Purchase Price. Provided all conditions precedent to Seller's obligations hereunder have been satisfied, Seller agrees to convey the Property to Buyer upon confirmation of receipt of the Purchase Price by the Escrow Agent as set forth below. Notwithstanding the foregoing, in addition to its other rights and remedies, Seller shall have the right to terminate this Agreement at any time if such payment is not received in Seller's designated account by 5:00 p.m. local time at the Property on the Closing Date.

5.3 Seller's Closing Deliveries. No later than 5:00 p.m. local time at the Property on the last Business Day (defined as every calendar day Monday through Friday, inclusive, but excluding legal holidays of the United States and the State of Nevada) before the Closing Date, Seller shall deliver or cause to be delivered the following:

(a) Deed. A Grant, Bargain and Sale Deed in the form of Addendum B attached hereto and incorporated herein by this reference ("**Deed**") executed and acknowledged by Seller, conveying title to the Property in fee simple absolute free and clear of liens and encumbrances except only the following: recorded easements for utilities and for the distribution of municipal services of every kind serving the Property; recorded building and use restrictions; agreements entered into under any municipal, zoning, or building codes or regulations; taxes and assessments, general and special, levied in the year of the Closing and thereafter, not yet due; and the Original Encumbrances (as defined in Section 6.2(c) below).

(b) Bill of Sale. A bill of sale in the form of Addendum C attached hereto and incorporated herein by this reference ("**Bill of Sale**") executed and acknowledged by Seller.

(c) Non-Foreign Status Affidavit. A non-foreign status affidavit substantially in the form of Addendum D attached hereto and incorporated herein by this reference, as required by Section 1445 of the Internal Revenue Code executed by Seller.

(d) Drawings. To the extent not already obtained by or delivered to Buyer, copies of any survey of the Property and any architectural or engineering drawings of the Property and utilities layout plans in Seller's possession or under its control; provided, however, that Seller makes no representation or warranty with respect to the same.

(e) Warranties. Copies of all assignable warranties and guaranties of the equipment or improvements located at the Property to the extent in Seller's possession or control; provided, however, that Seller makes no representation or warranty with respect to the same.

(f) Title Company Documents. An owner's affidavit, a so-called "gap" affidavit, undertaking or indemnity, as applicable, and a broker lien affidavit, as may be customarily supplied to the Title Company to enable the Title Company to issue the Title Policy; provided, however, that such affidavits, undertakings and/or indemnities shall reflect that Buyer has leased all of the Property before the Closing Date pursuant to that certain Lease Agreement dated as of September ___, 2016 pursuant to which Seller, as Landlord, leased the Property to Buyer, as Tenant (the "**Lease**").

(g) Evidence of Authority. Documentation to establish to Buyer's reasonable satisfaction the due authorization of Seller's disposition of the Property and Seller's execution of this Agreement and the documents required to be delivered by Seller and the consummation of the Transaction.

(h) Other Documents. Such other documents as may be reasonably required by the Title Company or may be agreed upon by Seller and Buyer to consummate the Transaction.

5.4 Buyer's Closing Deliveries. No later than 5:00 p.m. local time at the Property on the last Business Day before the Closing Date, Buyer shall deliver or cause to be delivered the following:

(a) Purchase Price. The Purchase Price, plus any other amounts required to be paid by Buyer at Closing.

(b) Bill of Sale. The Bill of Sale executed by Buyer.

(c) Evidence of Authority. Documentation to establish to Seller's reasonable satisfaction the due authorization of Buyer's acquisition of the Property and Buyer's

execution of this Agreement and the documents required to be delivered by Buyer and the consummation of the Transaction.

(d) Other Documents. Such other documents as may be reasonably required by the Title Company or may be agreed upon by Seller and Buyer to consummate the Transaction.

ARTICLE 6
CONDITIONS TO CLOSING

6.1 Conditions to Seller's Obligations. Seller's obligation to close the Transaction is conditioned on all of the following, any or all of which may be waived by Seller by an express written waiver, at its sole option:

(a) Representations True. All representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such date except to the extent they expressly relate to an earlier date;

(b) Buyer's Financial Condition. No petition has been filed by or against Buyer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing; and

(c) Buyer's Deliveries Complete. Buyer shall have delivered the funds required hereunder and all of the documents to be executed by Buyer set forth in Section 5.4 and shall have performed all other covenants, undertakings and obligations, and complied with all conditions required by this Agreement, to be performed or complied with by Buyer at or before the Closing Date.

6.2 Conditions to Buyer's Obligations. Buyer's obligation to close the Transaction is conditioned on all of the following, any or all of which may be expressly waived by Buyer in writing, at its sole option:

(a) Representations True. The representations made by Seller in Section 7.2 shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such.

(b) Seller's Deliveries Complete. Seller shall have delivered all of the documents and other items required pursuant to Section 5.3 and shall have performed all other covenants, undertakings and obligations, and complied with all conditions required by this Agreement, to be performed or complied with by Seller at or before the Closing Date.

(c) Title Policy. At Closing, Chicago Title Insurance Company or its successor (the "**Title Company**") shall issue to Buyer an owner's title insurance policy, with customary extended coverage endorsements, in the amount of Buyer's purchase financing, showing title to the Property to be vested in Buyer subject only to (i) taxes and assessments, general and special, not yet due and payable, (ii) any exceptions created by Buyer or any of Buyer's agents, representatives, invitees, employees, contractors or affiliates or anyone claiming by or through any of the foregoing, (iii) exceptions shown on that certain Commitment for Title Insurance Order number 15013205-076-BB issued by Chicago Title Insurance Company (by its agent, Chicago Title of Nevada, Inc.) and dated June 26, 2016 (as later amended by the Title Company) (iv) agreements entered into under any municipal, zoning, or building codes or regulations, and (v) exceptions necessary to permit the use of the Property for the uses

permitted under the Lease ((i)-(v) altogether being known as the "**Original Encumbrances**") (the "**Title Policy**").

6.3 Waiver of Failure of Conditions Precedent. At any time or times on or before the date specified for the satisfaction of any condition, Seller or Buyer may elect in writing to waive the benefit of any such condition set forth in Section 6.1 or Section 6.2, respectively. By closing the Transaction, Seller and Buyer shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in Section 6.1 and Section 6.2, respectively. If any of the conditions set forth in Sections 6.1 or 6.2 are neither waived nor fulfilled, Seller or Buyer (as appropriate) may exercise such rights and remedies, if any, that such Party may have pursuant to the terms of Article 9 hereof.

6.4 Waiver of Tender of Deed and Purchase Monies. The tender of an executed Deed by Seller and the tender by Buyer of the portion of the Purchase Price payable at Closing are mutually waived, but nothing in this Agreement shall be construed as a waiver of Seller's obligation to deliver the Deed and/or of the concurrent obligation of Buyer to pay the portion of the Purchase Price payable at Closing.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

7.1 Buyer's Representations. Buyer represents and warrants to, and covenants with, Seller as follows:

7.1.1 Buyer's Authorization. Buyer (i) is duly organized (or formed), validly existing and in good standing under the laws of its State of organization and, to the extent required by law, the State in which the Property is located, (ii) is authorized to consummate the Transaction and fulfill all of its obligations hereunder, and (iii) has all necessary power to execute and deliver this Agreement and all documents contemplated hereby to be executed by Buyer, and to perform all of Buyer's obligations hereunder and thereunder. This Agreement and all Closing documents to be executed by Buyer have been duly authorized by all requisite partnership, corporate or other required action on the part of Buyer and are the valid and legally binding obligation of Buyer, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement or any other document to be executed by Buyer, nor the performance of the obligations of Buyer hereunder or thereunder will result in the violation of any law or any provision of the organizational documents of Buyer or will conflict with any order or decree of any court or governmental instrumentality of any nature by which Buyer is bound.

7.1.2 Buyer's Financial Condition. No petition has been filed by or against Buyer under the Federal Bankruptcy Code or any similar state or federal law.

7.1.3 PATRIOT Act Compliance. Neither Buyer nor, to Buyer's actual knowledge, any person, group, entity or nation that Buyer is acting, directly or indirectly for, or on behalf of, is named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or is otherwise a banned or blocked person, group, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, and Buyer is not engaging in this Transaction, directly or, to Buyer's actual knowledge, indirectly, on behalf of, or instigating or facilitating this Transaction, directly or, to Buyer's actual knowledge, indirectly, on behalf of, any such person, group, entity or nation. Buyer is not engaging in this

Transaction, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. None of the funds of Buyer have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in Buyer is prohibited by law or that the Transaction or this Agreement is or will be in violation of law. Buyer has and shall continue to implement procedures, and has consistently and shall continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times before Closing.

7.2 Seller's Representations.

7.2.1 Seller's Authorization. Seller represents and warrants to Buyer that Seller (i) is duly organized (or formed), validly existing and in good standing under the laws of its State of organization and, to the extent required by law, the State in which the Property is located, (ii) is authorized to consummate the Transaction and fulfill all of its obligations hereunder and under all documents to be executed by Seller pursuant hereto, and (iii) has all necessary power to execute and deliver this Agreement and such other documents to be executed by Seller, and to perform all of Seller's obligations hereunder and thereunder. This Agreement and all documents to be executed by Seller pursuant hereto have been duly authorized by all requisite partnership, corporate or other required action on the part of Seller and are the valid and legally binding obligation of Seller, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement or the other documents to be executed by Seller pursuant hereto, nor the performance of the obligations of Seller hereunder or thereunder will result in the violation of any law or any provision of the organizational documents of Seller or will conflict with any order or decree of any court or governmental instrumentality of any nature by which Seller is bound.

7.2.2 Seller's Financial Condition. No petition has been filed by or against Seller under the Federal Bankruptcy Code or any similar state or federal law.

7.2.3 PATRIOT Act Compliance. Neither Seller nor to Seller's actual knowledge, any person, group, entity or nation that Seller is acting, directly or indirectly for, or on behalf of, is named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or is otherwise a banned or blocked person, group, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, and Seller is not engaging in this Transaction, directly or, to Seller's actual knowledge, indirectly, on behalf of, or instigating or facilitating this Transaction, directly or, to Seller's actual knowledge, indirectly, on behalf of, any such person, group, entity or nation. Seller is not engaging in this Transaction, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. Seller has and shall continue to implement procedures, and has consistently and shall continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times before Closing.

7.3 Survival. The representations set forth in this Article 7 shall survive the Closing or any termination of this Agreement.

7.4 Maximum Liability. In the event of a breach of Section 7.2.1 before Closing, Buyer's sole remedy shall be to terminate this Agreement; provided, however, that Seller shall have the right to cure such breach and to extend the Closing Date to do so.

ARTICLE 8
BROKERS

Each Party represents to the other that it has not dealt with any broker in connection with the Transaction to whom a commission or fee is or may be owing as a result of the Transaction. Seller agrees to hold Buyer harmless and indemnify Buyer from and against any and all fees, commissions, costs, claims or expenses (including reasonable attorneys' fees, expenses and disbursements) suffered or incurred by Buyer as a result of any claims by any party claiming to have represented Seller as broker in connection with the Transaction. Buyer agrees to hold Seller harmless and indemnify Seller from and against any and all fees, commissions, costs, claims or expenses (including reasonable attorneys' fees, expenses and disbursements) suffered or incurred by Seller as a result of any claims by any other party claiming to have represented Buyer as broker in connection with the Transaction. This Article 8 shall survive the Closing or any termination of this Agreement.

ARTICLE 9
DEFAULT

9.1 By Buyer. If, on or before the Closing Date, (i) Buyer is in default of any of its obligations hereunder, or (ii) any of Buyer's representations or warranties herein are, in the aggregate, untrue, inaccurate or incorrect, in any material respect, or (iii) the Closing otherwise fails to occur by reason of Buyer's failure or refusal to perform its obligations hereunder, then Seller may elect to (a) terminate this Agreement by written notice to Buyer and receive immediate payment of the Deposit as liquidated damages for Buyer's default; (b) waive the condition and proceed to close the Transaction; or (c) exercise any and all remedies allowed at law, in equity, or otherwise, and recover damages. If this Agreement is so terminated, then neither Party shall have any further rights or obligations hereunder other than any arising under any section herein which expressly provides that it survives the termination of this Agreement.

9.2 By Seller. If, at the Closing, (i) Seller is in default of any of its obligations hereunder, or (ii) any of Seller's representations or warranties herein are, in the aggregate, untrue, inaccurate or incorrect in any material respect, or (iii) the Closing otherwise fails to occur by reason of Seller's failure or refusal to perform its obligations hereunder, then Buyer shall have the right, to elect, as its sole and exclusive remedy, to (a) terminate this Agreement by written notice to Seller and receive an immediate refund of the Deposit, and thereafter, the Parties shall have no further rights or obligations hereunder except for obligations which expressly survive the termination of this Agreement, (b) waive the condition and proceed to close the Transaction, or (c) if the Closing fails to occur, seek specific performance of this Agreement by Seller. As a condition precedent to Buyer exercising any right it may have to bring an action for specific performance hereunder, Buyer must commence such an action within thirty (30) Business Days after the occurrence of Seller's default. Buyer agrees that its failure to timely commence such an action for specific performance within such thirty (30) Business Day period shall be deemed a waiver by it of its right to commence an action for specific performance as well as a waiver by it of any right it may have to file or record a notice of *lis pendens* or notice of pendency of action or similar notice against any portion of the Property.

ARTICLE 10
CONDEMNATION/CASUALTY

10.1 Allocation of Proceeds and Awards. If a condemnation or casualty occurs, except for a condemnation of the entire Property or complete destruction of all of the building(s) and improvements on the Property in which case either Buyer or Seller may elect to terminate this Agreement, this Agreement shall remain in full force and effect, Buyer shall acquire the remainder of the Property upon the terms and conditions set forth herein and at the Closing and, if Seller has

received such awards or proceeds, after deducting any costs of collection, Seller shall pay the same to Buyer, and if Seller has not received such awards or proceeds, Seller shall assign to Buyer at the Closing (without recourse to Seller) the rights of Seller to, and Buyer shall be entitled to receive and retain, such awards or proceeds.

10.2 Waiver. The provisions of this Article 10 supersede the provisions of any applicable laws with respect to the subject matter of this Article 10.

ARTICLE 11
MISCELLANEOUS

11.1 Buyer's Assignment. Buyer may not assign this Agreement or its rights hereunder to any individual or entity without the prior written consent of Seller, which consent Seller may grant or withhold in its reasonable discretion, and any such assignment without such consent shall be null and void ab initio. Any transfer, directly or indirectly, of any stock, partnership interest or other ownership interest in Buyer shall constitute an assignment of this Agreement.

11.2 Survival/Merger. Except for the provisions of this Agreement, and of the Lease, that are explicitly stated to survive the Closing, (i) none of the terms of this Agreement shall survive the Closing, and (ii) the delivery of the Purchase Price, the Deed and the other documents to be delivered in connection herewith and the acceptance thereof shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Buyer and Seller to be performed hereunder.

11.3 Integration; Waiver. This Agreement, together with the Exhibits hereto, embodies and constitutes the entire understanding between the Parties with respect to the Transaction and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the Party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No waiver by either Party of any failure or refusal by the other Party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

11.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State in which the Property is located, without reference to any choice of law provisions or principles.

11.5 Captions Not Binding; Exhibits. The captions in this Agreement are inserted for reference only and in no way define, describe or limit the scope or intent of this Agreement or of any of the provisions hereof. All Exhibits attached hereto shall be incorporated by reference as if set out herein in full.

11.6 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.7 Severability. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11.8 Notices. Any notices under this Agreement must be in writing and must be sent (i)

by personal delivery, (ii) by United States registered or certified mail (postage prepaid), (iii) by electronic mail, or (iv) by an independent overnight courier service, addressed to the addresses specified below or at such other place as a Party may designate to the other Parties by written notice given in accordance with this Section. Notices given by registered or certified mail are deemed effective three (3) Business Days after the Party sending the notice deposits the notice with the United States Post Office. Notices given by electronic mail are deemed effective on the Business Day transmitted (or, if transmitted on a day that is not a Business Day, then on the next occurring Business Day). Notices delivered by overnight courier are deemed effective on the next Business Day after the day the Party delivering the notice timely deposits the notice with the courier for overnight (next day) delivery.

If to Seller:	TA Las Vegas 4760 EBR LLC c/o Turner-Agassi Charter School Facilities Fund, L.P. 3000 Olympic Blvd. Santa Monica, CA 90404 Attention: Glenn Pierce Email: gpierce@turnerimpact.com
With Copies to:	TA Las Vegas 4760 EBR LLC c/o Turner-Agassi Charter School Facilities Fund, L.P. 3000 Olympic Blvd. Santa Monica, CA 90404 Attention: Bari Cooper Sherman, Esq. Email: bsherman@turnerimpact.com
And to:	TA Las Vegas 4760 EBR LLC c/o Turner-Agassi Charter School Facilities Fund, L.P. 3000 Olympic Blvd. Santa Monica, CA 90404 Attention: Aarthi Sowrirajan Email: asowrirajan@turnerimpact.com
And to:	Quarles & Brady LLP 411 East Wisconsin Avenue Suite 2350 Milwaukee, WI 53202 Attn: Michael J. Ostermeyer Facsimile: (414) 978-8956 Email: michael.ostermeyer@quarles.com
If to Buyer:	Mater Academy of Nevada c/o Academica Nevada 1378 Paseo Verde Parkway Suite 200 Henderson, NV 89012 Email: rreeves@academicanv.com
With Copy to:	Mater Academy of Nevada

c/o Academica Nevada
1378 Paseo Verde Parkway
Suite 200
Henderson, NV 89012
Attn: Colin Bringhurst, Esq., General Counsel
Email: colin.bringhurst@academicanv.com

And to: Wolfe & Wyman LLP
6757 Spencer Street
Las Vegas, NV 89119
Attn: Robert B. Ryder
Email: rbryder@wolfewyman.com

Any notice by either Party, whether required or permissible hereunder, may be given by such Party's then current attorney, which notice, when given by such attorney, shall be deemed equally as effective as if given by such Party directly.

11.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

11.10 No Recordation. Seller and Buyer each agrees that neither this Agreement nor any memorandum or notice hereof shall be recorded and Buyer agrees (i) not to file any notice of pendency or other instrument (other than a judgment) against the Property or any portion thereof in connection herewith and (ii) to indemnify Seller against all Liabilities (including reasonable attorneys' fees, expenses and disbursements) incurred by Seller by reason of the filing by Buyer of such notice of pendency or other instrument. Notwithstanding the foregoing, if the same is permitted pursuant to applicable law, Buyer shall be entitled to record a notice of *lis pendens* if Buyer is entitled to seek (and is actually seeking) specific performance of this Agreement by Seller in accordance with the terms of Section 9.2 hereof.

11.11 Additional Agreements; Further Assurances. Subject to the terms and conditions herein provided, each of the Parties shall execute and deliver such documents as the other Party shall reasonably request in order to consummate and make effective the Transaction; provided, however, that the execution and delivery of such documents by such Party shall not result in any additional liability or cost to such Party.

11.12 Construction. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement, any amendment or modification hereof or any of the Closing documents.

11.13 Time of Essence. Time is of the essence with respect to this Agreement.

11.14 Waiver of Jury Trial. Each of the Parties hereby agrees to waive its respective rights to a jury trial of any claim or cause of action based on or arising out of: this Agreement or any other document or instrument between the Parties relating to this Agreement; the Property; or any dealings between the Parties relating to the subject matter of this Agreement. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court without a jury.

11.15 Email Signatures. Signatures to this Agreement transmitted by electronic mail shall be valid and effective to bind the Party so signing. Each Party agrees to promptly deliver an executed original of this Agreement with its actual signature to the other Party, but a failure to do so

shall not affect the enforceability of this Agreement, it being expressly agreed that each Party shall be bound by its own emailed signature and shall accept the emailed signature of the other Party.

11.16 Attorneys' Fees. Should any action or other proceeding be necessary to enforce any of the provisions of this Agreement or the various obligations or transactions contemplated hereto, or in the event of any dispute between the Parties relating to this Agreement, the prevailing Party shall be entitled to recover, in addition to any other relief to which such Party may be entitled, its actual attorneys' fees and costs, and all referee and reference proceeding fees, costs and expenses, incurred in connection with the prosecution or defense, as the case may be, of such action.

[*Signatures begin on next page.*]

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed as of the Purchase Option Date.

SELLER:

TA Las Vegas 4760 EBR LLC,
a Delaware limited liability company

By:_____
Name:
Title:

BUYER:

Mater Academy of Nevada,
a Nevada public charter school

By:_____
Name:
Title:

ADDENDUM A
(of Attachment 2 to Exhibit 2.4)

LEGAL DESCRIPTION

That portion of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 29, Township 20 South, Range 62 East, M.D.M., City of Las Vegas, Clark County, Nevada described as follows:

BEGINNING at the Southwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence North along the West line thereof, a distance of 1346.39 feet to the Northwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence East along the North line thereof to a West line of Sunland Village, as recorded in the Office of the Clark County, Nevada Recorder on File in Book 16 of Plats, Page 21;
Thence South 00°36'41" East along said West line, a distance of 224.34 feet;
Thence North 87°12'13" East, a distance of 121.77 feet;
Thence South 0°33'43" West, a distance of 897.56 feet;
Thence North 87°11'30" East, a distance of 152.78 feet to the East line of the West Half (W ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence South along said East line to the Southeast Corner of Southeast Quarter (SE ¼);
Thence West along the South line of said Section 29 to the TRUE POINT OF BEGINNING.

Together with that portion conveyed to Bonanza-Marion, LLC in Quitclaim Deed recorded March 6, 2008 in Book 20080306 as Document No. 04050, of Official Records.

Excepting Therefrom a strip of land 150 feet in width, lying 75 feet on each side of the following described centerline:

COMMENCING at the Northwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said section 29;
Thence South 1°13'50" West along the along the West line of said Southeast Quarter (SE ¼), 96.92 feet to the TRUE POINT OF BEGINNING of the herein described centerline:
Thence South 28°47'28" East, 1396.58 feet to a point on the South line of said Southeast Quarter (SE ¼), said point bears North 87°57'07" East 699.89 feet from the South Quarter corner of said Section 29, said point also being the point of termination. The side lines of said strip of land are to be lengthened or shortened as to begin on the North line and the West line and to terminate on the South line, of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29.

Further Excepting Therefrom those portions conveyed for road purposes by Deeds recorded September 3, 1954 in Book 20 as Document No. 19378, June 24, 1955 in Book 59 as Document No. 50172, May 11, 1964 in Book 537 as Document No. 432173, June 3, 1974 in Book 431 as Document No. 390442, January 20, 1995 in Book 950120 as Document No. 01869, all of Official Records, Clark County, Nevada.

Further Excepting Therefrom that portion conveyed to the City of Las Vegas, a municipal corporation by Grant Bargain and Sale Deed, recorded September 8, 2006 in Book 20060908 as Document no. 0003357, of Official Records as re-recorded July 25, 2007 in Book 20070725 as Document No. 00348, of Official Records.

Further Excepting Therefrom that portion conveyed to the City of Las Vegas by Quitclaim Deed recorded February 12, 2007 in Book 20070212 as Document No. 02683, February 29, 2008 in Book 20080229 as Document No. 02841, as re-recorded May 15, 2008 in Book 20080515 as Document No. 00582 and in that certain Grant Deed recorded February 29, 2008 in Book 20080229 as Document No. 02842, of Official Records.

NOTE: The above metes and bounds legal description appeared previously in the deed recorded October 15, 2012 in Book 20121015 as Document No. 000304, of Official Records.

ADDENDUM B
(of Attachment 2 to Exhibit 2.4)

FORM OF DEED

APN:

When Recorded Mail To:

Mail Tax Bills to:

Name
Address
City, State, Zip

RPTT:

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That TA Las Vegas 4760 EBR LLC, a Delaware limited liability company ("Grantor"), having an office at _____ _____, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to _____, a _____ ("Grantee"), its successors and assigns, all right, title and interest in, to and under the tracts, pieces or parcels of real property situated in the County of Clark, State of Nevada, more particularly described on Exhibit A attached hereto and incorporated herein by reference.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

SUBJECT TO current taxes and assessments and existing liens, encumbrances, right-of-way, easements, restrictions, reservations and other matters of record.

Dated as of the _____ day of , 20 .

TA Las Vegas 4760 EBR LLC,
a Delaware limited liability company

By:

Print Name:

Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of _____}

On _____ before me, [_____], personally appeared _____ _____,who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

ADDENDUM C
(of Attachment 2 to Exhibit 2.4)

FORM OF BILL OF SALE

THIS BILL OF SALE (this **"Bill of Sale"**), is made as of _____, 20___ by and between TA LAS VEGAS 4760 EBR LLC (**"Seller"**) and MATER ACADEMY OF NEVADA (**"Buyer"**).

W I T N E S S E S:

WHEREAS, pursuant to the terms of that certain Sale Agreement, dated as of _____, 20__, by and between Seller and Buyer (as the same may be amended or modified, the "**Sale Agreement**"), Seller agreed to sell to Buyer, *inter alia*, certain real property, the improvements located thereon and certain rights appurtenant thereto, all as more particularly described in the Sale Agreement (collectively, the "**Real Property**"). Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Sale Agreement; and

WHEREAS, in connection with the above described conveyance Seller desires to sell, transfer and convey to Buyer certain items of tangible personal property as hereinafter described.

NOW, THEREFORE, in consideration of the receipt of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid in hand by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller has GRANTED, CONVEYED, SOLD, TRANSFERRED, SET OVER and DELIVERED and by these presents does hereby GRANT, SELL, TRANSFER, SET OVER and DELIVER to Buyer, its legal representatives, successors and assigns, and Buyer hereby accepts (i) all right, title and interest in and to all tangible personal property owned by Seller that is located on the Real Property and used in the ownership, operation and maintenance of the Real Property, (ii) a non-exclusive interest in any assignable warranties and guaranties of the equipment or improvements located at the Real Property, and (iii) a non-exclusive interest in any assignable representations which Seller received from its seller when it acquired the Real Property.

This Bill of Sale is made without any covenant, warranty or representation by, or recourse against, Seller as more expressly set forth in the Sale Agreement and without limitation on the foregoing is subject to the terms and provisions of Article 3 of the Sale Agreement, which is incorporated herein by reference.

This Bill of Sale may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

If any term or provision of this Bill of Sale or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Bill of Sale or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Bill of Sale shall be valid and enforced to the fullest extent permitted by law.

Signatures to this Bill of Sale transmitted by electronic mail shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Bill of Sale with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Bill of Sale, it being expressly agreed that each party to this Bill of Sale shall be bound by its own emailed signature and shall accept the emailed signature of the other party to this Bill of Sale.

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale to be effective as of the date first set forth hereinabove.

SELLER:

TA Las Vegas 4760 EBR LLC,
a Delaware limited liability company

By:_____
Name:
Title:

BUYER:

Mater Academy of Nevada,
a Nevada public charter school

By:_____
Name:
Title:

ADDENDUM D
(of Attachment 2 to Exhibit 2.4)

FORM OF FIRPTA AFFIDAVIT

Section 1445 of the Internal Revenue Code (the **"Code"**) provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a United States real property interest by TA LAS VEGAS 4760 EBR LLC (**"Seller"**), the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); and

2. Seller is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Code; and

3. Seller's U.S. employer taxpayer identification number is _____; and

4. Seller's office address is _____.

Seller understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under the penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Dated: _____, 20___

SELLER:

TA Las Vegas 4760 EBR LLC,
a Delaware limited liability company

By:_____
Name:
Title:

EXHIBIT 3.1
Base Rent Schedule

Lease Year	Period	Base Rent	Monthly Installments
1	Rent Commencement Date-June 30, 2018	$486,000	$40,500
2	July 1, 2018-June 30, 2019	$624,375	$52,031
3	July 1, 2019-June 30, 2020	$798,000	$66,500
4	July 1, 2020-June 30, 2021	$900,000	$75,000
5	July 1, 2021-June 30, 2022	$1,062,627	$88,552
6	July 1, 2022-June 30, 2023	$1,146,094	$95,508
7	July 1, 2023-June 30, 2024	$1,171,308	$97,609
8	July 1, 2024-June 30, 2025	$1,197,077	$99,756
9	July 1, 2025-June 30, 2026	$1,223,413	$101,951
10	July 1, 2026-June 30, 2027	$1,250,328	$104,194
11	July 1, 2027-June 30, 2028	$1,277,835	$106,486
12	July 1, 2028-June 30, 2029	$1,305,947	$108,829
13	July 1, 2029-June 30, 2030	$1,334,678	$111,223
14	July 1, 2030-June 30, 2031	$1,364,041	$113,670
15	July 1, 2031-June 30, 2032	$1,394,050	$116,171
16	July 1, 2032-June 30, 2033	$1,424,719	$118,727
17	July 1, 2033-June 30, 2034	$1,456,063	$121,339
18	July 1, 2034-June 30, 2035	$1,488,096	$124,008
19	July 1, 2035-June 30, 2036	$1,520,834	$126,736
20	July 1, 2036-June 30, 2037	$1,554,293	$129,524
21	July 1, 2037-June 30, 2038	$1,588,487	$132,374
22	July 1, 2038-June 30, 2039	$1,623,434	$135,286
23	July 1, 2039-June 30, 2040	$1,659,149	$138,262
24	July 1, 2040-June 30, 2041	$1,695,651	$141,304
25	July 1, 2041-June 30, 2042	$1,732,955	$144,413
26	July 1, 2042-June 30, 2043	$1,771,080	$147,590
27	July 1, 2043-June 30, 2044	$1,810,044	$150,837
28	July 1, 2044-June 30, 2045	$1,849,865	$154,155
29	July 1, 2045-June 30, 2046	$1,890,562	$157,547

EXHIBIT 3.1 (Alternative 1)
Alternate Base Rent Schedule

Lease Year	Period	Base Rent	Monthly Installments
1	Rent Commencement Date-June 30, 2018	$540,000	$45,000
2	July 1, 2018-June 30, 2019	$693,750	$57,813
3	July 1, 2019-June 30, 2020	$836,000	$69,667
4	July 1, 2020-June 30, 2021	$960,000	$80,000
5	July 1, 2021-June 30, 2022	$1,062,627	$88,552
6	July 1, 2022-June 30, 2023	$1,136,870	$94,739
7	July 1, 2023-June 30, 2024	$1,161,881	$96,823
8	July 1, 2024-June 30, 2025	$1,187,443	$98,954
9	July 1, 2025-June 30, 2026	$1,213,566	$101,131
10	July 1, 2026-June 30, 2027	$1,240,265	$103,355
11	July 1, 2027-June 30, 2028	$1,267,551	$105,629
12	July 1, 2028-June 30, 2029	$1,295,437	$107,953
13	July 1, 2029-June 30, 2030	$1,323,936	$110,328
14	July 1, 2030-June 30, 2031	$1,353,063	$112,755
15	July 1, 2031-June 30, 2032	$1,382,830	$115,236
16	July 1, 2032-June 30, 2033	$1,413,253	$117,771
17	July 1, 2033-June 30, 2034	$1,444,344	$120,362
18	July 1, 2034-June 30, 2035	$1,476,120	$123,010
19	July 1, 2035-June 30, 2036	$1,508,594	$125,716
20	July 1, 2036-June 30, 2037	$1,541,783	$128,482
21	July 1, 2037-June 30, 2038	$1,575,703	$131,309
22	July 1, 2038-June 30, 2039	$1,610,368	$134,197
23	July 1, 2039-June 30, 2040	$1,645,796	$137,150
24	July 1, 2040-June 30, 2041	$1,682,004	$140,167
25	July 1, 2041-June 30, 2042	$1,719,008	$143,251
26	July 1, 2042-June 30, 2043	$1,756,826	$146,402
27	July 1, 2043-June 30, 2044	$1,795,476	$149,623
28	July 1, 2044-June 30, 2045	$1,834,977	$152,915
29	July 1, 2045-June 30, 2046	$1,875,346	$156,279

EXHIBIT 3.3.1
Form of Escrow Agreement
(Mater Academy – East Bonanza)

THIS ESCROW AGREEMENT (this "**Agreement**"), dated as of September___, 2016 (the "**Effective Date**"), and entered into by and among Mater Academy of Nevada, a Nevada public charter school (the "**Depositor**"), TA Las Vegas 4760 EBR LLC, a Delaware limited liability company (the "**Agent**"), and Zions First National Bank, a national banking association (the "**Bank**"). For purposes of this Agreement, Depositor, Agent, Bank, and Lender (as defined below), if any, following the delivery as contemplated herein of a Lender Acknowledgement (as defined below) collectively shall be known as the "**Parties"** hereto, and individually shall be known as a "**Party**" hereto.

WITNESSES:

WHEREAS, Depositor and Nevada's State Public Charter School Authority (the "**Board**") have entered into the Charter School Agreement dated March 31, 2014 (as amended, modified, replaced, renewed, and extended from time to time—including, without limitation, by an Amendment to the Charter School Contract dated August 24, 2015—the "**Charter School Contract**"), for the Depositor's operation of "Mater Academy of Nevada," a public charter school duly authorized under the Legal Requirements of the State of Nevada;

WHEREAS, Depositor and Agent as of September ___, 2016 entered into the Lease Agreement (as modified, if at all, the "**Lease**"), pursuant to which Lease the Agent has let to the Depositor, and the Depositor has leased from the Agent certain real property located in the City of Las Vegas, Clark County, State of Nevada that is legally described on the Attachment 1 attached to and made a part of this Agreement, together with certain improvements located and to be located thereon (altogether, the "**Premises**");

WHEREAS, pursuant to Section 3.3.1 of the Lease, Depositor covenanted and agreed to pay Base Rent and Additional Rent owed under the Lease, and to do so (A) promptly when due, (B) without notice or demand therefor, and (C) without any abatement, deduction or set off for any reason whatsoever unless expressly provided in the Lease;

WHEREAS, likewise pursuant to Section 3.3.1 of the Lease, Depositor covenanted and agreed to pay Base Rent in the manner and pursuant to the terms of this Agreement;

WHEREAS, Agent may enter into a construction loan agreement and/or permanent loan agreement with respect to the Premises (as amended, restated, supplemented or otherwise modified, the "**Lender Loan Agreement**") with a lender selected by Agent at Agent's sole discretion (the "**Lender**");

WHEREAS, the Depositor, as customer, Nevada State Bank, as depository bank, and each secured party named therein and party thereto, including Agent, has entered into a Pass Through Account Control Agreement dated as of October 15, 2015 (the "**Pass Through Agreement**") concerning, among other terms, the receipt and disposition of certain State Payments, as defined in the Custodial Agreement, by Nevada State Bank, thereby complying with the requirement of Section 386.570, Nevada Revised Statutes, which requires that such State Payments must initially repose in a bank incorporated in the State of Nevada;

WHEREAS, the Depositor and the Bank, as custodian, have entered into a Custodial Account and Control Agreement dated as of October 15, 2015 (the "**Custodial Agreement**") concerning, among other terms, the receipt and disposition of certain State Payments, as defined in the Custodial Agreement;

WHEREAS, the Depositor has established account number 1931176 (the "**Subaccount**"). The sole purpose of the Subaccount is to accept all funds received in the Subaccount pursuant to the terms and conditions of, or otherwise by operation of, the Custodial Agreement (altogether, the "**Subaccount Funds**");

WHEREAS, the Subaccount shall, at all times during the Term of the Lease, be maintained with the Bank in the name of Depositor; and

WHEREAS, in consideration of certain financial accommodations to Depositor, Depositor desires to grant to Agent the right to act in place of Depositor in respect of the Subaccount, and of all funds in the Subaccount.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the Parties agree to the terms and conditions of this Agreement, as follows:

1. **Definitions**. Unless specifically defined in this Agreement, all capitalized terms appearing in this Agreement shall have the definitions provided in the Lease.

2. **Security Interest in Subaccount Funds and Subaccount**.

a. The Bank is hereby notified that the Depositor has granted, and hereby does grant, to the Agent a first priority security interest in the Subaccount Funds, in the Subaccount, in all checks, drafts, and other instruments received in the Subaccount, and in all proceeds thereof, including any interest earned thereon.

b. Depositor hereby represents and warrants to the Agent and the Bank that the Depositor has not, except for (i) a hypothecation of a portion of the Subaccount in favor of Zions Credit Corporation ("**Zions**"), with respect to an FFE Lease (the "**FFE Lease**") between Zions and the Depositor, and (ii) a hypothecation of a portion of the Subaccount in favor of Vectra Bank Colorado, National Association ("**Vectra**"), pursuant to a Business Loan Agreement dated August 5, 2015 with respect to a loan in the original principal amount of $365,000 as evidenced by a Promissory Note dated August 5, 2015 and secured by a Commercial Security Agreement dated August 5, 2015 (the "**FFE Loan**"), pledged any interest whatsoever in the Subaccount Funds or the Subaccount (including, without limitation, all checks, drafts, and other instruments received in the Subaccount, and all proceeds thereof, including any interest earned thereon) to any Person other than the Agent or granted to any Person any right to control the Subaccount Funds or the Subaccount. The hypothecations (i) securing the FFE Lease and the payment rights of Zions pursuant to the FFE Lease and (ii) securing the FFE Loan and the payment rights of Vectra pursuant to the FFE Loan are each, individually and/or taken together, subordinate in all respects to the security interest described in paragraph 2(a), above, and to any rights to payment of the Agent or the Lender hereunder. Further, the Depositor hereby covenants, for the benefit of the Agent, that the Depositor shall not, during the Term of the Lease, (i) pledge any interest whatsoever in the Subaccount Funds or the Subaccount (including, without limitation, all checks, drafts, and other instruments received in the Subaccount, and all proceeds thereof, including any interest earned thereon) to any person or entity, or (ii) grant to any Person any right to control the Subaccount Funds or the Subaccount, without the express written consent of the Agent, which may be granted or denied in the Agent's sole discretion.

3. **Authorization and Direction.**

a. Upon the execution and delivery of, and in accordance with, this Agreement, the Bank agrees that it will comply with the written instructions originated by the Agent directing disposition of the funds in the Subaccount without further consent by the Depositor or any other person or entity. Notwithstanding the immediately preceding sentence, the Agent agrees that, so long as Agent has not terminated the Lease pursuant to an Event of Default by Depositor thereunder, Agent shall

obtain the consent of Zions and (for so long as the FFE Loan remains outstanding) Vectra to any instructions to the Bank which do not conform to the provisions in this paragraph 3(a), such consent not to be unreasonably withheld or delayed by Zions or Vectra. From and after the Effective Date, until the Bank is otherwise directed in writing by the Agent, the Depositor hereby irrevocably authorizes and directs the Bank to comply solely with any written request by the Agent (or by the Depositor with the Agent's written consent) with regard to deposits into and withdrawals from, and services performed by the Bank with respect to, the Subaccount. The Depositor hereby agrees that any deposits into or withdrawals from the Subaccount now or hereafter directed by the Agent are authorized by the Depositor. Specifically, but not in limitation of the foregoing, the Depositor authorizes and directs the Bank to accept and process any written request by the Agent to withdraw all or any part of the funds in the Subaccount and to transfer the funds to an account at any other bank or banks and held in the name of the Agent or any other name.

b. The Parties intend that the language of Section 3(a), above, shall constitute control of the Subaccount pursuant to Section 9-104 of the Uniform Commercial Code, as the same is enacted in the Nevada Revised Statutes or under other applicable law. Accordingly, the following provisions shall supplement Section 3(a) without limiting the generality thereof:

(1) Except for the FFE Lease and the FFE Loan, during the term of this Agreement, the Bank shall neither accept nor comply with any order from the Depositor for the payment of any funds from the Subaccount to any third person, nor permit the Depositor to withdraw any funds from the Subaccount, without the specific written permission of the Agent.

(2) The Bank acknowledges receipt of the existence of the security interest in the Subaccount and the proceeds thereof, and recognizes the security interest granted by Section 3(a), above. All of the Bank's present and future rights against the Subaccount and the proceeds thereof are subject and subordinate to the Agent's security interest therein. Except for the FFE Lease and the FFE Loan, the Bank shall not enter into any agreement with any third party relating to the Subaccount, nor agree that it will comply with any order concerning the Subaccount originated by any third person, without the prior written consent of the Agent, provided, however, that each of the FFE Lease and FFE Loan is fully subordinate, as described in paragraph 2(b), above.

If and to the extent that the foregoing provisions of Section 3(b) contradict the Lease, the Lease shall be deemed amended to conform to the provisions set forth in this Section 3(b).

c. From and after the Effective Date, until the Effective Time (defined below) of a written notice to the contrary from the Agent to the Bank, the Depositor and the Agent specifically authorize and direct the Bank, and the Bank agrees that, upon Bank's receipt of Subaccount Funds (each date on which such sums are received being hereafter referred to as a "**Receipt Date**"), the Bank shall, within the Subaccount, immediately segregate from amounts so received a total amount that shall be equal to the sum of all of the following (altogether, the "**Agent's Rent**"), as such amounts shall be documented in writing by the Agent: (i) all amounts of Base Rent that shall become payable under Section 3.1 of the Lease between the Receipt Date and next Receipt Date; (ii) all amounts of Additional Rent that are reasonably expected to become payable to Agent under Section 3.2 of the Lease between the Receipt Date and next Receipt Date; and (iii) all arrearages of Base Rent (including, if applicable, any interest and penalties) payable under the Lease, as well as arrearages of Additional Rent (including, if applicable, any interest and penalties) payable under the Lease, in each instance to the extent owing as of the Receipt Date. If and to the extent that funds remain from the monthly State Payment after the payments of the Agent's Rent, to include amounts under subparts i-iii, inclusive, in the immediately preceding sentence, then monthly payments in an amount not to exceed the then applicable monthly payment due under the FFE Lease and the FFE Loan may be paid pursuant to the FFE Lease and/or the FFE Loan, respectively, until all amounts owing thereunder have been paid, it being agreed that subject

in all respects to this Agreement, Zions and Vectra may provide separate instruction to the Bank with respect to the order of payments as between the FFE Lease and the FFE Loan; provided however, that such separate instruction must be limited to the order of payments as between the FFE Lease and the FFE Loan and shall not in any way alter or effect the subordination of the FFE Lease and the FFE Loan in all respects to the security interest described in paragraph 2(a), above, and to any rights to payment of the Agent. In addition, from and after the delivery to Bank and Depositor of a fully executed Form of Acknowledgement and Agreement of Lender in the form attached hereto as Attachment 2 and made a part of this Agreement (the "**Lender Acknowledgement**"), until the Effective Time of a written notice to the contrary from the Agent to the Bank, the Depositor and the Agent specifically authorize and direct the Bank to deposit Agent's Rent, as and when due under the Lease, into the account established with Lender and identified in Schedule A to the Lender Acknowledgement in accordance with the wire instructions set forth in Schedule A to the Lender Acknowledgement (the "**Rent Collection Account**"). Notwithstanding anything in this Agreement to the contrary, the payment direction set forth in this Section 3(c) is irrevocable and may not be modified without the prior written consent of Lender (upon delivery to the Bank and Depositor of a fully executed Lender Acknowledgement), Zions, and Vectra (except, with respect to Zions and Vectra, as provided in Section 3(a)). Lender's rights and remedies with respect to the Rent Collection Account, and the funds at any time on deposit in the Rent Collection Account, shall be subject to terms and conditions of the Lender Loan Agreement.

d. After having segregated the Agent's Rent within the Subaccount for payment to the Rent Collection Account pursuant to Section 3(c) of this Agreement, and only after having retained from the Subaccount any fees owed to the Bank for its services under this Agreement, the remainder of Subaccount Funds actually received by the Bank shall immediately be transferred to one or more accounts of the Depositor, as directed from time to time by written designation of the Depositor.

4. Notices Concerning Subaccount.

a. Subject to Sections 3(a) and 4(b) of this Agreement, the Agent may send notice to the Bank at any time and from time to time to provide new instructions to the Bank with respect to the Subaccount. Any such notice shall be sent in a manner provided for in Section 13 of this Agreement and shall become effective as of the applicable Effective Time. The Bank shall use commercially reasonable efforts to comply with the new instructions contained in any such notice as promptly as possible, and in any event the Bank shall comply with such instruction not later than (i): the first full Business Day following the date upon which delivery occurs or is deemed to have occurred, if the time of delivery or deemed delivery occurs on or prior to 1:00 p.m. Las Vegas, Nevada time on the delivery date, or (ii) the second full Business Day following the date upon which delivery occurs or is deemed to have occurred, if the time of delivery or deemed delivery occurs after 1:00 p.m. Las Vegas, Nevada time on the delivery date. With respect to any instruction given to the Bank under this Section 4, the "**Effective Time**" for such instruction shall be the time set forth in clause (i) or clause (ii) of the preceding sentence, as applicable, or such earlier time as the Bank is able to comply with any such instruction through use of commercially reasonable efforts. Depositor acknowledges and agrees that neither Lender nor Agent shall have any liability for failure to provide direction to Bank with respect to any amounts due to Depositor.

b. The Bank may act upon the instructions of the Agent concerning the Subaccount provided in accordance with this Agreement until the Effective Time of Lender's written notice to the Bank directing the Lender's exclusive control of the Subaccount (a "**Notice of Exclusive Control**"). Thereafter, the Bank shall comply only with instructions received from Lender and not with instructions received from Agent or Depositor, subject to the following limited exceptions: (i) that the Bank shall, without Lender's written instructions, segregate funds within the Subaccount pursuant to Section 3(c) of this Agreement based on the Agent's written documentation of such amounts pursuant to such Section

3(c); and (ii) that the Bank shall, without Lender's written instructions, transfer funds as directed by the Depositor pursuant to Section 3(d) of this Agreement. Each of Agent and Depositor hereby disclaims any right of any nature whatsoever to control or otherwise direct or make any claim against the Subaccount Funds from time to time after delivery of such Notice of Exclusive Control.

c. If Agent intends to terminate the Lease as a result of an Event of Default by Depositor, Agent shall provide Zions, Vectra (for so long as the FFE Loan remains outstanding), and the then "Custodian" under the Custodial Agreement prior written notice of the same, which notice shall contain the effective date of such termination. After such termination, Agent shall provide Zions, Vectra (for so long as the FFE Loan remains outstanding), and the then "Custodian" under the Custodial Agreement with the following information, as applicable: (i) if Agent relets the Premises for the operation of a charter school, updated student enrollment for the Premises upon availability of information, or (ii) if Agent determines it will not relet the Premises for the operation of a charter school, then written notice stating that the student enrollment is zero (0).

5. **Lien.** Agent has granted, and hereby does grant, transfer, assign and set over to Lender, its successors and assigns, all of Agent's right, title and interest in and to, or arising under, this Agreement, the Subaccount, and the Subaccount Funds, and in all checks, drafts, and other instruments received in the Subaccount, and in all proceeds thereof, including any interest earned thereon, for the purpose of securing full and faithful payment when due of all Obligations (as defined in the Lender Loan Agreement). Notwithstanding any other provision of this Section 5, however, such lien of the Lender is limited to Rent (as defined in the Lease). Depositor and Agent hereby consent and agree to the foregoing. **This Section 5 shall become effective only upon, and then immediately upon, the delivery to Bank and Depositor of a Lender Acknowledgment.**

6. **Duties of Bank.** The Bank will exercise ordinary care in the performance of its duties. The Bank's duties in connection with this Agreement and the Subaccount are limited to the exercise of ordinary care. The Bank shall have the duty to comply with written requests made hereunder by the Agent to the same extent as if made in the absence of this Agreement by the Depositor. The Bank is entitled to rely on any information or instruction reasonably believed by the Bank to have been provided by the Agent. The Bank shall have no duty to know or determine the amount to be received into the Subaccount, and may conclusively rely on the amount(s) received in the Subaccount. Furthermore, the Bank shall have no duty to inquire into the source or use of any items or amounts deposited into the Subaccount. The Bank shall have no obligation to honor (but may honor in its sole discretion) any request by the Agent (or by the Depositor with the Agent's written consent), to pay out, withdraw, or transfer all or any funds in the Subaccount in excess of collected, available funds in the Subaccount. If the Bank receives any written instruction, notice, request, direction or information that requires further documentation, information or clarification to process, then notwithstanding the time that otherwise would be the Effective Time for such instruction, the Bank shall have no duty to act on any such written instruction, notice, request, direction or information until a reasonable time after it is actually received by the Bank, along with all relevant resolutions, signature cards and other supporting documentation reasonably requested by the Bank.

7. **Adjustments.** If the Bank at any time determines that there is an inaccuracy in the Subaccount, or that an entry previously posted to the Subaccount was revoked or did not become final (including but not limited to the return of deposited items unpaid), then (a) the Bank may debit such amount against the Subaccount, and (b) if the Bank (because of insufficient funds or for any other reason) cannot obtain payment of such amount by debiting the Subaccount, the Depositor agrees to pay such amount to the Bank immediately upon demand.

8. **Fees.** The Depositor agrees to be liable for all fees (including without limitation, balance deficiency fees) and charges related to the Subaccount (including any subaccount of the Subaccount).

The Bank shall request payment of such fees and charges from the Depositor; provided that if the Depositor does not pay any such fee or charge within thirty (30) calendar days of the Bank's demand, or if the Bank is unable for any reason to make demand on the Depositor, then (from and after the Effective Date) the Agent shall pay such amount to the Bank promptly upon the Bank's demand. The Bank may, at its sole option, debit any such fees and charges against the Subaccount.

9. **Indemnification.** The Depositor agrees to indemnify and, at the Bank's option, defend the Bank for, from, and against all liabilities, claims, losses and expenses (excluding routine operating expenses), including reasonable attorneys' fees, incurred by the Bank as a result of the Bank's entering into this Agreement or the Bank's reliance upon or compliance with this Agreement or any information or instruction received by the Bank from the Agent (or from the Depositor with the Agent's written consent) or for which the Agent is responsible.

10. **Limitation of Liability.** The Bank will be liable to the Agent or the Depositor under or in connection with this Agreement or the Subaccount, to make an adjustment to the Subaccount or to pay an amount beyond the final balance actually posted to the Subaccount by the Bank, only to the extent of the Depositor's or the Agent's losses and only to the extent such losses are caused by the Bank's willful misconduct or failure to exercise ordinary care. The amount of the Bank's liability under or in connection with this Agreement or the Subaccount, to make an adjustment to the Subaccount or otherwise, will be limited to (a) the refund of any amount wrongly debited or misdirected by the Bank from the Subaccount which the Agent was not obliged to pay, back-dated for account analysis purposes as of the date of the debit or misdirection (or at the Bank's election, without back-dating but with interest added, computed at the effective Federal Funds rate of the Bank in effect from time to time), and (b) after the Subaccount is closed, payment of the balance posted to the Subaccount. In no event will the Bank be liable for any special, incidental, or consequential damages. In no event will the Bank be liable as a result of an act or omission if it is due to compliance with this Agreement or with applicable laws, regulations, operating circulars, clearing house rules or funds-transfer system rules, any act or omission by the Agent or the Depositor, any act or omission by any other bank, clearing house, funds-transfer system, agent or other person, mechanical failure of the Bank's equipment, power failure, strike or lock-out, fire or other casualty, riot or civil commotion, windstorm, earthquake, flood or other Act of God, delay in transportation, governmental regulation or interference, or any event beyond the control of the Bank.

11. **Setoff.** Except to the extent that the Depositor or the Agent fails to pay any amount payable hereunder when and as due, the Bank waives any banker's lien or right of setoff against the Subaccount.

12. **Relation to Other Agreements.** This Agreement does not replace but is in addition to other agreements between the Depositor and the Bank that may now or hereafter apply to the Subaccount or any services provided by the Bank to the Depositor in connection therewith. In the event of any inconsistency between this Agreement and any other agreement between the Depositor and the Bank relating to the Subaccount and any services provided by the Bank to the Depositor in connection therewith, this Agreement will prevail. Except to the extent modified or superseded by this Agreement or arrangements made pursuant hereto between the Agent and the Bank, the specifications, authorizations, and instructions in effect with respect to the Subaccount shall not terminate by reason of the occurrence of the Effective Date. This Agreement constitutes the entire agreement among the Parties in connection with the subject matter of this escrow. The Bank shall have no duty to know or determine the performance or nonperformance of any provision of any agreement between or among the other Parties, including the Lease Agreement, and no other agreement shall be considered as adopted or binding, in whole or in part, upon the Bank notwithstanding that any such other agreement may be referred

to herein or deposited with the Bank, or that the Bank may have knowledge thereof, and the Bank's rights and responsibilities shall thus be governed solely by this Agreement.

13. **Notices.** Any notices under this Agreement must be in writing and must be sent (i) by personal delivery, (ii) by United States registered or certified mail (postage prepaid), (iii) by electronic mail or (iv) by an independent overnight courier service, addressed to the addresses specified below, or to such other address as may be hereafter designated in writing by the pertinent Party by written notice given in accordance with this Section. Notices given by registered or certified mail are deemed effective three (3) Business Days after the Party sending the notice deposits the notice with the United States Post Office. Notices given by electronic mail are deemed effective on the Business Day transmitted (or, if transmitted on a day that is not a Business Day, then on the next occurring Business Day). Notices delivered by overnight courier are deemed effective on the next Business Day after the day the Party delivering the notice timely deposits the notice with the courier for overnight (next day) delivery.

If to Depositor:	Mater Academy of Nevada c/o Academica Nevada 1378 Paseo Verde Parkway Suite 200 Henderson, NV 89012 Email: rreeves@academicanv.com
With Copy to:	Mater Academy of Nevada c/o Academica Nevada 1378 Paseo Verde Parkway Suite 200 Henderson, NV 89012 Attn: Colin Bringhurst, Esq., General Counsel Email: colin.bringhurst@academicanv.com
And to:	Wolfe & Wyman LLP 6757 Spencer Street Las Vegas, NV 89119 Attn: Robert B. Ryder Email: rbryder@wolfewyman.com
If to Agent:	TA Las Vegas 4760 EBR LLC c/o Turner-Agassi Charter School Facilities Fund, L.P. 3000 Olympic Blvd, Suite 2120 Santa Monica, CA 90404 Attention: Glenn Pierce Email: gpierce@turnerimpact.com
With Copies to:	TA Las Vegas 4760 EBR LLC c/o Turner-Agassi Charter School Facilities Fund, L.P. 3000 Olympic Blvd, Suite 2120 Santa Monica, CA 90404 Attention: Bari Cooper Sherman, Esq. Email: bsherman@turnerimpact.com
And to:	TA Las Vegas 4760 EBR LLC c/o Turner-Agassi Charter School Facilities Fund, L.P. 3000 Olympic Blvd, Suite 2120 Santa Monica, CA 90404

	Attention: Aarthi Sowrirajan Email: asowrirajan@turnerimpact.com
And to:	Quarles & Brady LLP 411 East Wisconsin Avenue Suite 2400 Milwaukee, WI 53202 Attn: Michael J. Ostermeyer Email: michael.ostermeyer@quarles.com
And with Copies to Lender at:	Lender's notice address set forth on the Lender Acknowledgement (if any)
If to Bank:	Zions First National Bank Attn: Corporate Trust, Ryan Pollihan 1001 Seventeenth Street, #850 Denver, Colorado 80202 Email: ryan.pollihan @zionsbank.com

Any notice by any Party, whether required or permissible hereunder, may be given by such Party's attorney, which notice, when given by such attorney, shall be deemed equally as effective as if given by such Party directly.

14. **Termination.** The Agent (with the Lender's prior, written consent if a Lender Acknowledgement has been delivered) may terminate this Agreement without terminating the Subaccount at any time upon written notice to the Bank. The Agent (with the Lender's prior, written consent if a Lender Acknowledgement has been delivered) or the Bank may terminate this Agreement and the Subaccount at any time upon notice to the other Parties. The Party terminating this Agreement and the Subaccount will give at least thirty (30) calendar days' prior written notice of termination to the other Parties (unless the Party terminating this Agreement and the Subaccount determines in its sole discretion that the continued existence of this Agreement and the Subaccount during the 30-day period would expose it to risk of loss). If the Bank receives a termination notice (with evidence of Lender's prior, written consent if a Lender Acknowledgement has been delivered) from the Agent, the Bank may conclusively presume, and rely on such presumption, that the Agent has given it to the Depositor. After termination of this Agreement and the Subaccount, subject to any other rights and duties of the Bank with respect to the balance in the Subaccount, the Bank will mail to the Agent a check for the balance, unless the Agent and the Bank have made alternative arrangements. Each Party agrees thereafter to pay to the other the amounts required to settle for any subsequently posted adjustments, such as debits for returned items. During the period of four (4) months following the effective date of termination of this Agreement and the Subaccount (and subject to any other rights and duties of the Bank with respect to property in the Bank's possession) the Bank will forward to the location specified by the Agent, at the Agent's expense, mail received by the Bank that is directed to the Subaccount. Termination shall not impair the obligations incurred hereunder with respect to pre-termination transactions, the indemnities herein made or the warranties deemed to have been made. **THIS AGREEMENT MAY NOT BE TERMINATED BY THE DEPOSITOR WITHOUT THE EXPRESSED, WRITTEN CONSENT OF BOTH THE AGENT AND THE LENDER TO SUCH TERMINATION.**

15. **Miscellaneous.** Unless the context requires otherwise, wherever used herein the singular shall include the plural and vice versa, and the use of one gender shall also denote the other. Captions herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof; references herein to Sections or provisions without reference to the document in which they are

contained are references to this Agreement. If there shall be more than one person or entity constituting the Depositor, each of them shall be primarily, jointly, and severally liable for all obligations of the Depositor. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one Agreement. This Agreement may not be amended in any manner other than by a written agreement executed by all Parties.

16. **Governing Law. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS BETWEEN THE PARTIES TO IT, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEVADA**. If any provision of this Agreement conflicts with any present or future provision of applicable law which by law may not be varied by agreement, then such provision of this Agreement will be deemed to be modified to the minimum extent necessary to comply with such provision of applicable law.

17. **Submission to Jurisdiction and Venue.** The Agent and the Depositor irrevocably agree that, subject to the Bank's sole and absolute election, all suits, actions or other proceedings in any way, manner or respect arising out of or from or related to this Agreement or the Subaccount shall be subject to litigation in courts having situs within Clark County, Nevada. The Agent and the Depositor consent and submit to the jurisdiction of any local, state, or federal court located within said county and state. Each of the Agent and the Depositor waive any right they may have to transfer or change the venue of any suit, action, or other proceeding brought against such Party by the Bank in accordance with this Section, or to claim that any such proceeding has been brought in an inconvenient forum. To the extent that the Agent or the Depositor would have or be able to claim sovereign immunity in any action, claim, suit or proceeding brought by the Bank (or its assignee), such Party irrevocably waives and agrees not to claim such immunity.

[*Signatures begin on next page.*]

IN WITNESS WHEREOF, Depositor, Bank, Agent and Lender have duly executed this Agreement as of the day and year first above written.

DEPOSITOR:

MATER ACADEMY OF NEVADA,
a Nevada public charter school

By:_____
Name:
Title:

BANK:

ZIONS FIRST NATIONAL BANK,
as Escrow Agent for
Mater Academy of Nevada

By:_____
Name:
Title:

AGENT:

TA LAS VEGAS 4760 EBR LLC,
a Delaware limited liability company

By:_____
Name: Bari Cooper Sherman
Title: Vice President

[***JOINDER OF ZIONS CREDIT CORPORATION AND VECTRA BANK COLORADO, NATIONAL ASSOCIATION FOLLOW THIS PAGE***]

JOINDER

Zions Credit Corporation, a Utah corporation, hereby joins in the foregoing agreement for the limited purpose of acknowledging that its rights pursuant to the FFE Lease are subordinate in all respects to the rights of the Agent and the Lender in the Subaccount. Zions Credit Corporation further acknowledges and agrees that it shall not be a third party beneficiary of the foregoing Escrow Agreement.

Dated
September ___, 2016

ZIONS CREDIT CORPORATION,
a Utah corporation

By:_____
Name: Norman Weldon
Title: Vice President

NOTICE ADDRESS FOR ZIONS CREDIT CORPORATION:

Norman Weldon, Vice President
Zions Credit Corporation
310 S. Main St., Suite 1300
Salt Lake City, UT 84101

JOINDER

Vectra Bank Colorado, National Association, a national banking association, hereby joins in the foregoing agreement for the limited purpose of acknowledging that its rights pursuant to the FFE Loan are subordinate in all respects to the rights of the Agent and the Lender in the Subaccount. Vectra Bank Colorado, National Association further acknowledges and agrees that it shall not be a third party beneficiary of the foregoing Escrow Agreement.

Dated
September ___, 2016

VECTRA BANK COLORADO, NATIONAL ASSOCIATION,
a national banking association

By:_____
Name: Coby Walberg
Title: Vice President

NOTICE ADDRESS FOR VECTRA BANK COLORADO, NATIONAL ASSOCIATION:

Vectra Bank Colorado
2000 S. Colorado Boulevard, Tower 2, Suite 1200
Denver, CO 80222
Attention Coby Walberg

Attachment 1 to Exhibit 3.3.1
Legal Description

That portion of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 29, Township 20 South, Range 62 East, M.D.M., City of Las Vegas, Clark County, Nevada described as follows:

BEGINNING at the Southwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence North along the West line thereof, a distance of 1346.39 feet to the Northwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence East along the North line thereof to a West line of Sunland Village, as recorded in the Office of the Clark County, Nevada Recorder on File in Book 16 of Plats, Page 21;
Thence South 00°36'41" East along said West line, a distance of 224.34 feet;
Thence North 87°12'13" East, a distance of 121.77 feet;
Thence South 0°33'43" West, a distance of 897.56 feet;
Thence North 87°11'30" East, a distance of 152.78 feet to the East line of the West Half (W ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence South along said East line to the Southeast Corner of Southeast Quarter (SE ¼);
Thence West along the South line of said Section 29 to the TRUE POINT OF BEGINNING.

Together with that portion conveyed to Bonanza-Marion, LLC in Quitclaim Deed recorded March 6, 2008 in Book 20080306 as Document No. 04050, of Official Records.

Excepting Therefrom a strip of land 150 feet in width, lying 75 feet on each side of the following described centerline:

COMMENCING at the Northwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said section 29;
Thence South 1°13'50" West along the along the West line of said Southeast Quarter (SE ¼), 96.92 feet to the TRUE POINT OF BEGINNING of the herein described centerline:
Thence South 28°47'28" East, 1396.58 feet to a point on the South line of said Southeast Quarter (SE ¼), said point bears North 87°57'07" East 699.89 feet from the South Quarter corner of said Section 29, said point also being the point of termination. The side lines of said strip of land are to be lengthened or shortened as to begin on the North line and the West line and to terminate on the South line, of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29.

Further Excepting Therefrom those portions conveyed for road purposes by Deeds recorded September 3, 1954 in Book 20 as Document No. 19378, June 24, 1955 in Book 59 as Document No. 50172, May 11, 1964 in Book 537 as Document No. 432173, June 3, 1974 in Book 431 as Document No. 390442, January 20, 1995 in Book 950120 as Document No. 01869, all of Official Records, Clark County, Nevada.

Further Excepting Therefrom that portion conveyed to the City of Las Vegas, a municipal corporation by Grant Bargain and Sale Deed, recorded September 8, 2006 in Book 20060908 as

Document no. 0003357, of Official Records as re-recorded July 25, 2007 in Book 20070725 as Document No. 00348, of Official Records.

Further Excepting Therefrom that portion conveyed to the City of Las Vegas by Quitclaim Deed recorded February 12, 2007 in Book 20070212 as Document No. 02683, February 29, 2008 in Book 20080229 as Document No. 02841, as re-recorded May 15, 2008 in Book 20080515 as Document No. 00582 and in that certain Grant Deed recorded February 29, 2008 in Book 20080229 as Document No. 02842, of Official Records.

NOTE: The above metes and bounds legal description appeared previously in the deed recorded October 15, 2012 in Book 20121015 as Document No. 000304, of Official Records.

Attachment 2 to Exhibit 3.3.1
FORM OF LENDER ACKNOWLEDGEMENT AND AGREEMENT

Reference is made to the Escrow Agreement dated as of September___, 2016 (as amended or otherwise modified from time to time, the "Escrow Agreement") among Mater Academy of Nevada, a Nevada public charter school, as Depositor, TA Las Vegas 4760 EBR LLC, a Delaware limited liability company, as Agent, and Zions First National Bank, a national banking association, as Bank. Capitalized terms not otherwise defined herein have the same meaning given such terms in the Escrow Agreement.

Lender's Rent Collection Account information is attached hereto as Schedule A.

By executing and delivering this Acknowledgement and Agreement the undersigned, as a Lender under the terms of the Escrow Agreement, agrees to be bound by all of the terms and provisions of the Escrow Agreement. The address set forth under the signature of the undersigned constitutes its address for the purposes of receiving notices pursuant to the terms of the Escrow Agreement.

Dated as of: _____

LENDER:

_____

By:_____
Name:
Title:

Acknowledged and Agreed to by Agent

TA LAS VEGAS 4760 EBR LLC,
a Delaware limited liability company

By:_____
Name: Bari Cooper Sherman
Title: Vice President

Lender's Notice Address:

Schedule A of Attachment 2 to Exhibit 3.3.1
Rent Collection Account

Bank: _____

Name on Account: _____

Account Number: _____

ABA Number: _____

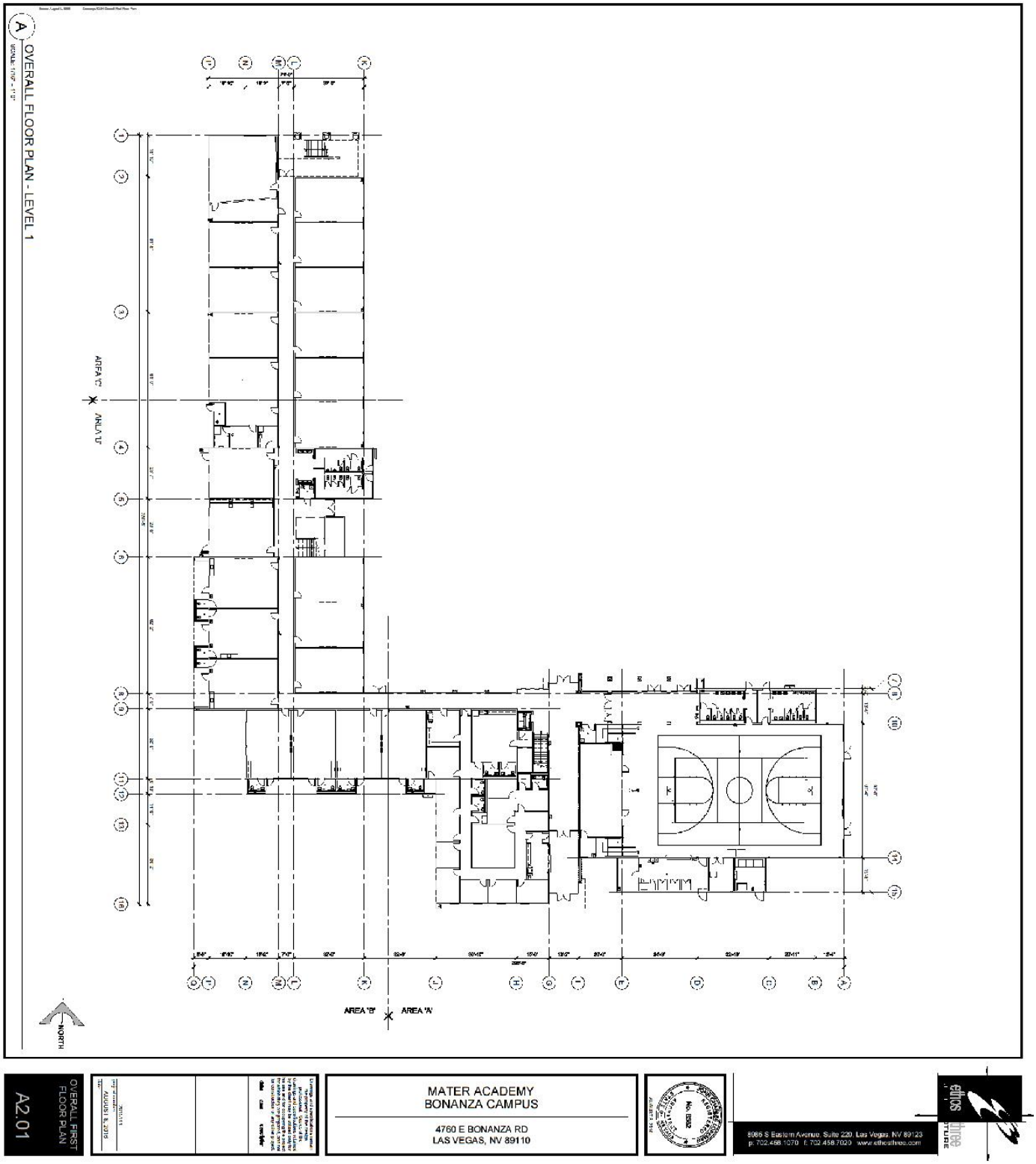
EXHIBIT 6.1-1
Development Summary

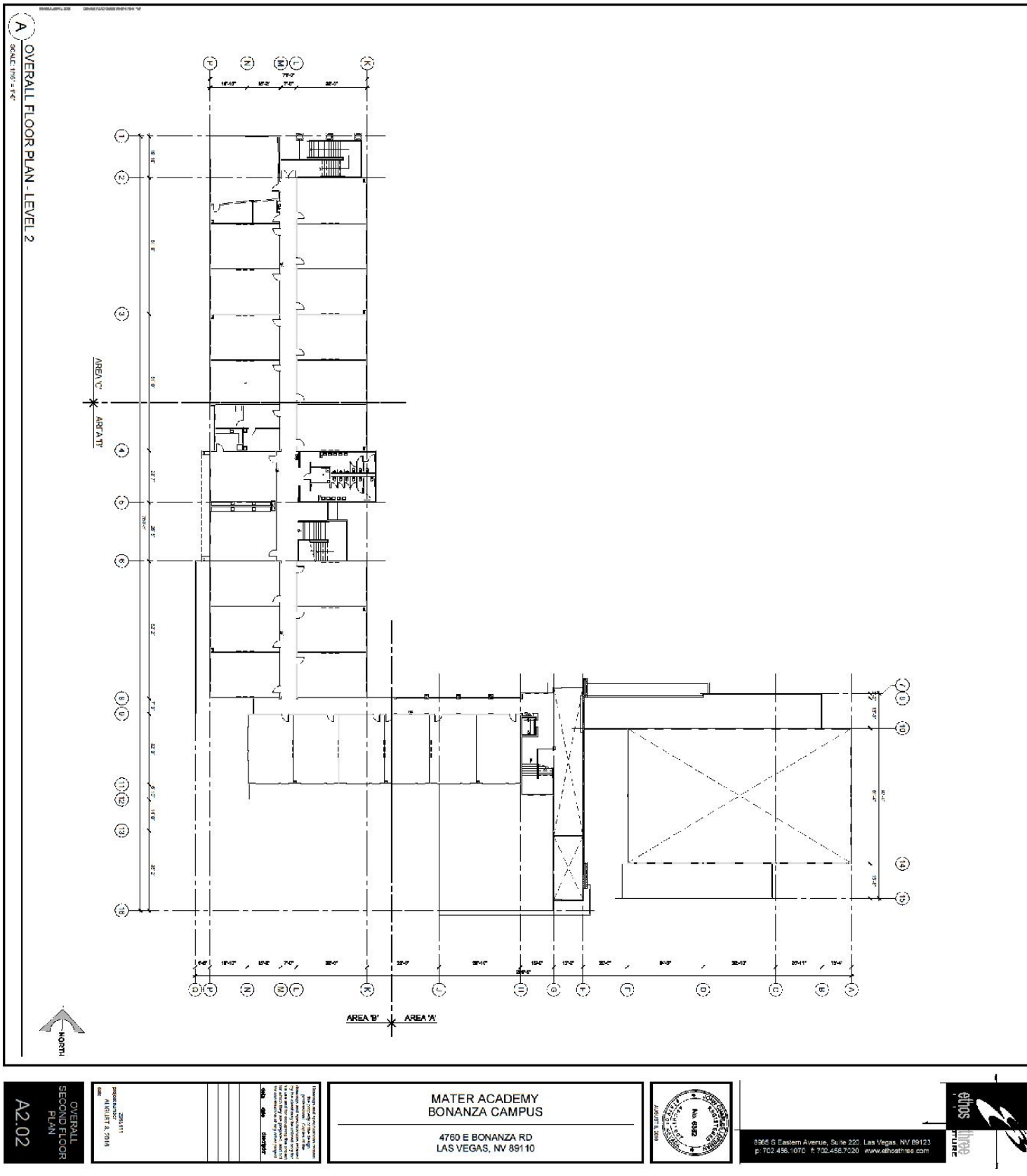
Mater Bonanza- K-8 Charter School

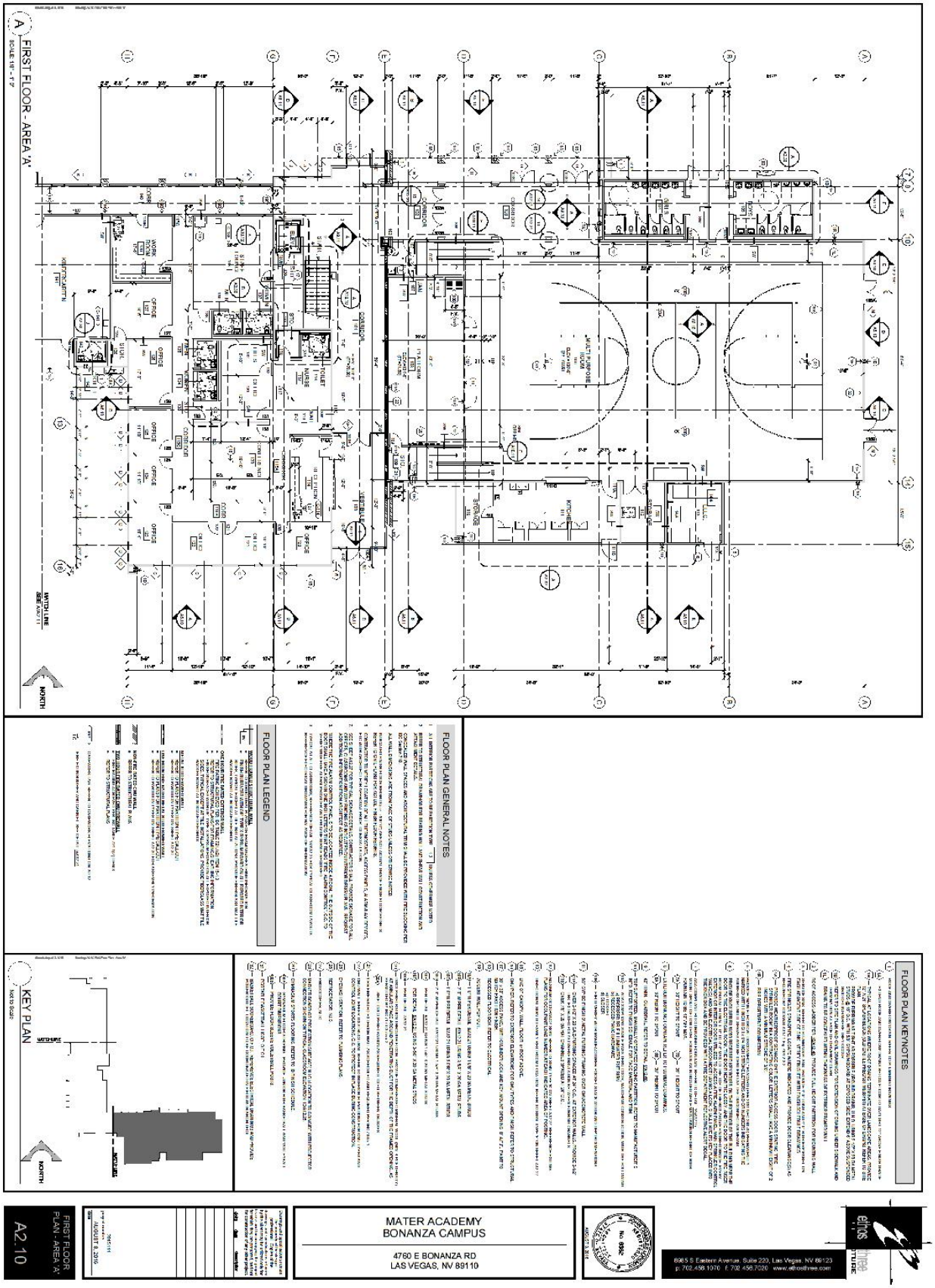
ethos | three **ARCHITECTURE**

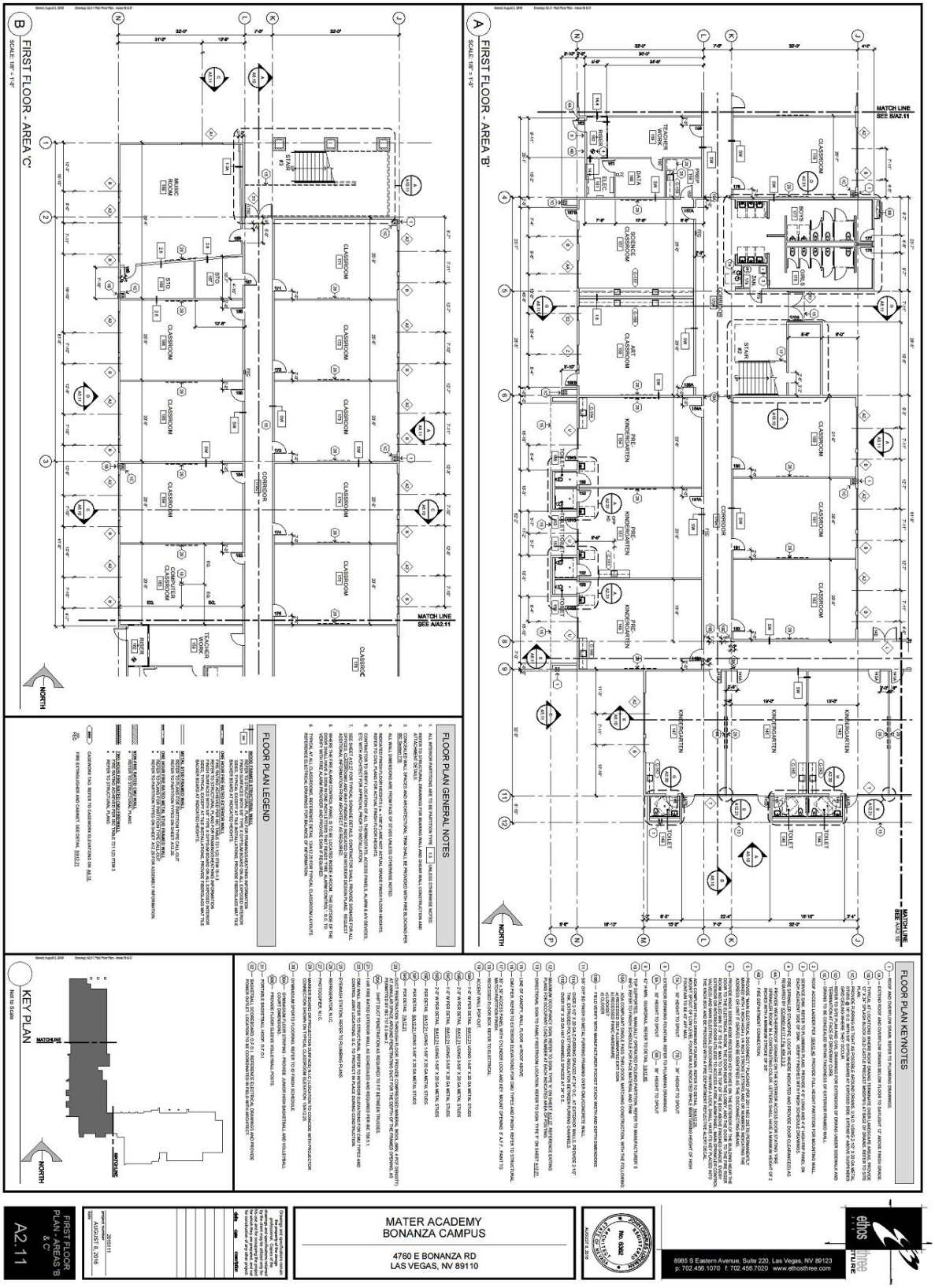
CLASSROOMS					Students
2 Pre K Classsrooms w/ Toilet	675	sf ea. =	1,350	15	30
4 Kindergarten w/ Toilet	675	sf ea. =	2,700	25	100
4 1st Grade	620	sf ea. =	2,480	25	100
4 2nd Grade	620	sf ea. =	2,480	25	100
4 3rd Grade	620	sf ea. =	2,480	25	100
4 4th Grade	620	sf ea. =	2,480	25	100
4 5th Grade	620	sf ea. =	2,480	25	100
4 6th Grade	620	sf ea. =	2,480	30	120
4 7th Grade	620	sf ea. =	2,480	30	120
4 8th Grade	620	sf ea. =	2,480	30	120
2 Science Room	700	sf ea. =	1,400	0	0
2 Music Classroom	840	sf ea. =	1,680	0	0
2 Computer Lab	620	sf ea. =	1,240	0	0
2 Art Room	700	sf ea. =	1,400	0	0
46			28,260		990
CLASSROOM SUPPORT					
2 Music Storage Room	312	sf ea. =	624		
2 Science Prep Rooms	126	sf ea. =	252		
4 Toilet Rooms	700	sf ea. =	2,800		
1 Teacher Work Area	150	sf ea. =	150		
2 General Storage Room	250	sf ea. =	500		
ADMINISTRATION					
1 Reception / Lobby	500	sf ea. =	500		
1 Principal's Office	129	sf ea. =	129		
5 Staff Offices	94	sf ea. =	470		
1 Conference Room	378	sf ea. =	378		
1 Nurse's Office w/ toilet	130	sf ea. =	130		
1 Staff Lounge	457	sf ea. =	457		
1 Work Room / Copy Room	310	sf ea. =	310		
1 Secure File Room	140	sf ea. =	140		
4 Staff Toilets	80	sf ea. =	320		
1 Data Room	124	sf ea. =	124		
1 IDF Rooms	100	sf ea. =	100		
MULTI-PURPOSE					
1 MP Room	5,880	sf ea. =	5,880		
1 Platform/Band Room	914	sf ea. =	914		
1 MP Storage	490	sf ea. =	490		
1 Toilet Rooms	800	sf ea. =	800		
1 Kitchen	383	sf ea. =	383		
1 Kitchen Storage	140	sf ea. =	140		
			8,607		
SUB TOTAL PROGRAMMED SPACES			**52,858**		
Misc (mech, elec, circulation)	10%		**5,286**		
TOTAL BUILDING SIZE			**58,144**		
SF / FTE:			**58.73**		

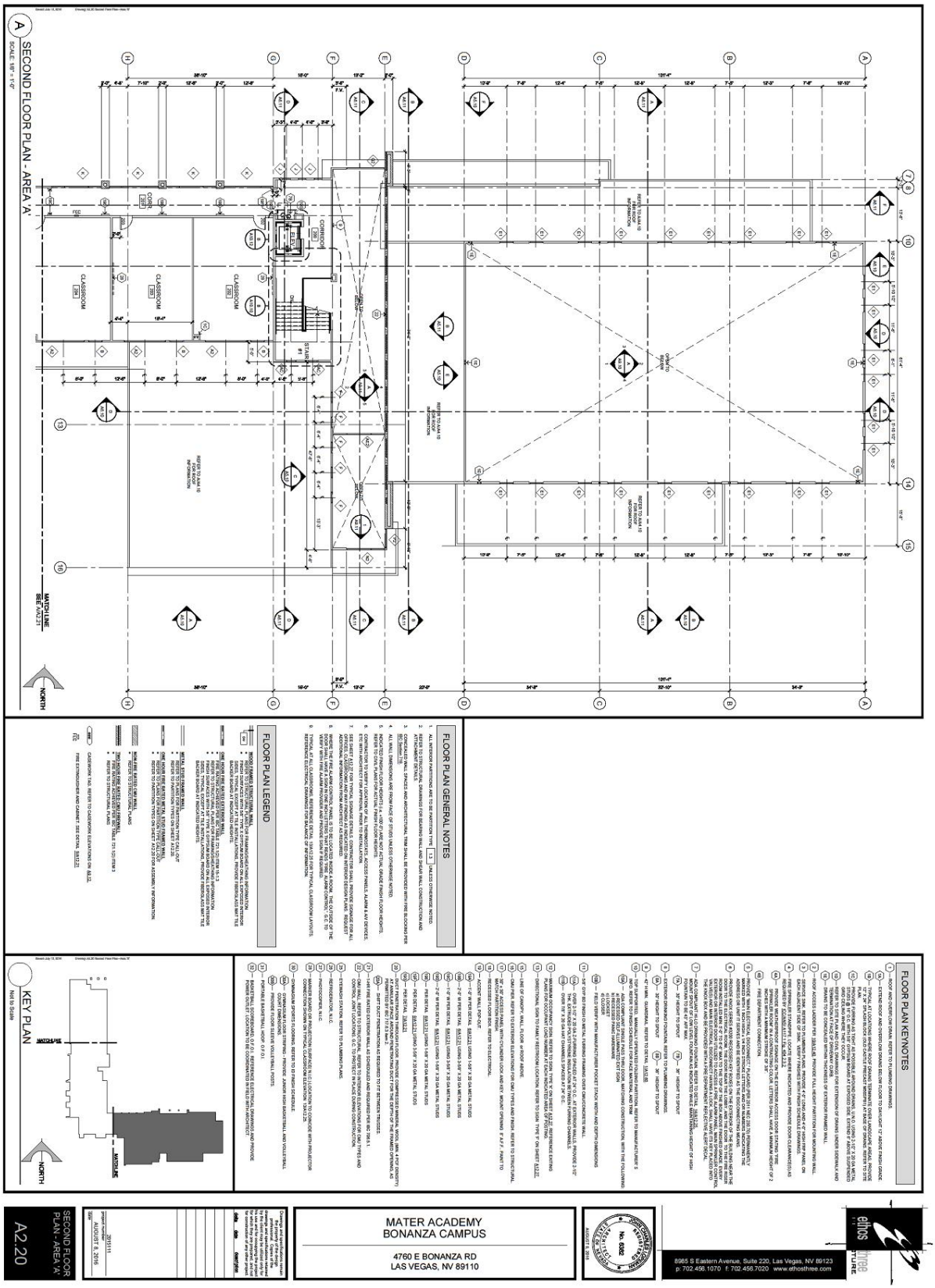
EXHIBIT 6.1-2
Schematic Plans




A
OVERALL FLOOR PLAN - LEVEL 2
SCALE: 1/16" = 1'-0"
AREA 'C'
ART A 'II'
AREA 'B'
AREA 'A'
NORTH
OVERALL SECOND FLOOR PLAN
A2.02
MATER ACADEMY
BONANZA CAMPUS
4760 E BONANZA RD
LAS VEGAS, NV 89110
8965 S Eastern Avenue, Suite 220, Las Vegas, NV 89123
p: 702.456.1070 f: 702.456.7020 www.ethosthree.com


A FIRST FLOOR - AREA 'A'
SCALE: 1/8" = 1'-0"
NORTH
MATCH LINE
SEE SHT. A1.11
FLOOR PLAN GENERAL NOTES
FLOOR PLAN LEGEND
FLOOR PLAN KEYNOTES
KEY PLAN
Not to Scale
NORTH
MATER ACADEMY
BONANZA CAMPUS
4760 E BONANZA RD
LAS VEGAS, NV 89110
AUGUST 8, 2019
FIRST FLOOR PLAN - AREA 'A'
A2.10
ethos three
8985 S Eastern Avenue, Suite 220, Las Vegas, NV 89123
p: 702.456.1070 f: 702.456.7026 www.ethosthree.com


A FIRST FLOOR - AREA 'B'
SCALE: 1/8" = 1'-0"
B FIRST FLOOR - AREA 'C'
SCALE: 1/8" = 1'-0"
NORTH
MATCH LINE SEE A/A2.11
FLOOR PLAN KEYNOTES
FLOOR PLAN GENERAL NOTES
FLOOR PLAN LEGEND
KEY PLAN
Not to Scale
MATER ACADEMY
BONANZA CAMPUS
4760 E BONANZA RD
LAS VEGAS, NV 89110
ethos three
8985 S Eastern Avenue, Suite 220, Las Vegas, NV 89123
p: 702.456.1070 f: 702.456.7020 www.ethosthree.com
FIRST FLOOR PLAN - AREAS 'B' & 'C'
A2.11
AUGUST 8, 2018



MATER ACADEMY
BONANZA CAMPUS

4760 E BONANZA RD
LAS VEGAS, NV 89110

No. 6362
AUGUST 8, 2016

ethos three ARCHITECTURE
6965 S Eastern Avenue, Suite 220, Las Vegas, NV 89123
p: 702.456.1070 f: 702.456.7020 www.ethosthree.com

SECOND FLOOR PLAN - AREA 'A'
A2.20

project number: 2015111
date: AUGUST 8, 2016

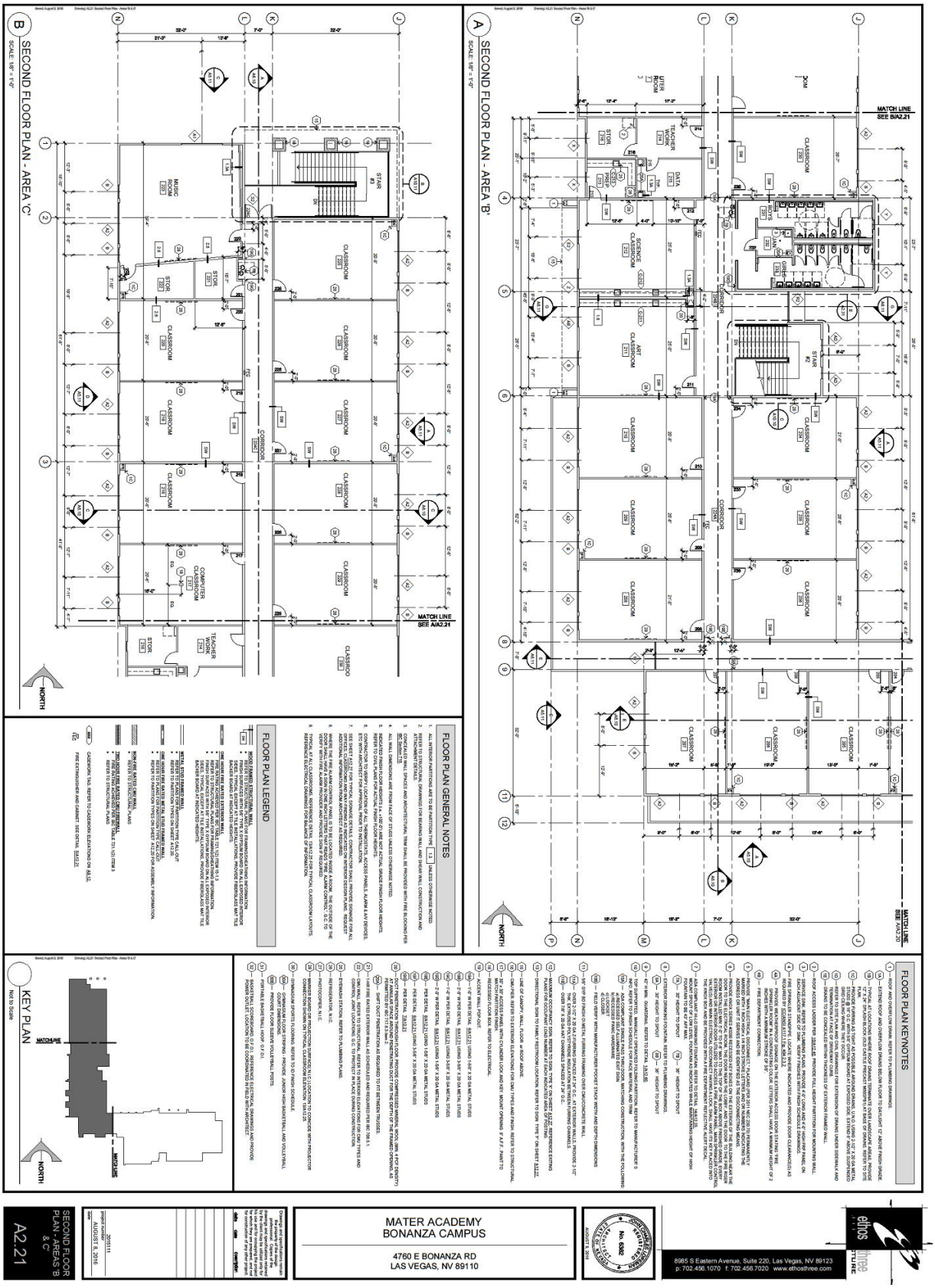

A SECOND FLOOR PLAN - AREA 'B'
SCALE: 1/8" = 1'-0"
B SECOND FLOOR PLAN - AREA 'C'
SCALE: 1/8" = 1'-0"
MATCH LINE SEE A/A2.21
MATCH LINE SEE A/A2.20
NORTH
FLOOR PLAN KEYNOTES
FLOOR PLAN GENERAL NOTES
FLOOR PLAN LEGEND
KEY PLAN
Not to Scale
MATER ACADEMY
BONANZA CAMPUS
4760 E BONANZA RD
LAS VEGAS, NV 89110
ethos three
8985 S Eastern Avenue, Suite 220, Las Vegas, NV 89123
p: 702.456.1070 f: 702.456.7020 www.ethosthree.com
SECOND FLOOR PLAN - AREAS 'B' & 'C'
A2.21
AUGUST 8, 2016

EXHIBIT 6.4

Budget

Tenant:	Academica Nevada - Mater Academy
Name:	TA Las Vegas
Address:	Bonanza Road
City\State\Zip:	Las Vegas, NV

DEVELOPMENT BUDGET	DEVELOPMENT
New Construction	58,000 sf
Building TI	0 sf
GYM MPR	0 sf
TOTAL SQUARE FOOTAGE	**58,000 sf**
Acreage	5.54 acres
Land Space (sf)	241,322 sf
Site Work	212,322 sf
$ per sf	*$6*

	DEVELOPMENT	
	Cost / sf	Total Cost
Purchase Price	$ 10.34	$ 600,000
SUBTOTAL: ACQUISITIONS	**$ 10.34**	**$ 600,000**
HARD COSTS		
New Construction	$ 143.24	$ 8,307,934
SUBTOTAL: HARD COSTS	**$ 143.24**	**$ 8,307,934**
Hard Cost Contingency	$ 14.32	$ 830,793
TOTAL: HARD COSTS	**$ 157.56**	**$ 9,138,727**
SOFT COSTS		
Acquisition Legal Fees	$ 0.43	$ 25,000
ACM/LBP Report	$ -	$ -
Appraisal - As-Is	$ 0.17	$ 10,000
Architecture / Engineering	$ 7.88	$ 456,936
Civil Engineering	$ -	$ -
Construction Loan - Construction Inspector	$ 0.17	$ 10,000
Construction Loan - Lender Legal	$ 0.60	$ 35,000
Construction Loan - Other Legal	$ 0.60	$ 35,000
Development Fee	$ 5.17	$ 300,000
Environmental: Air Quality Study	$ -	$ -
Environmental: Noise Study	$ -	$ -
Environmental: Phase I Site Assessment	$ 0.10	$ 5,600
Environmental: Phase II Site Assessment	$ -	$ -
Environmental: Rail Derailment Study	$ -	$ -
Environmental: Soils Report	$ 0.09	$ 5,000
Environmental: Traffic Study	$ -	$ -
Environmental Remediation	$ -	$ -
Holding Costs - Miscellaneous	$ -	$ -
Insurance - Builder's Risk	$ 0.36	$ 20,770
Insurance - Construction Liability - General Liability	$ 0.34	$ 19,515
Insurance - Construction Liability - Umbrella	$ 0.42	$ 24,209
Insurance - Environmental	$ 0.60	$ 34,981
Insurance - Property / Hazard	$ -	$ -
Insurance - Engineering Fee	$ 0.02	$ 1,300
Land Use/Planning Consultant	$ 0.69	$ 40,000
LEED/CHPS Commissioner	$ -	$ -
LEED/CHPS Consultant	$ -	$ -
Legal Construction	$ 0.02	$ 1,000
Deferred Leasing Costs	$ 0.52	$ 30,000
LLC Holding Costs	$ 0.02	$ 1,000
Local Permit Fees	$ 10.34	$ 600,000
Security - Site	$ -	$ -
Survey - ALTA/Topographic Update	$ 0.04	$ 2,400
Taxes - Real Property	$ 0.17	$ 10,000
Utilities	$ -	$ -
Title Policy	$ 0.52	$ 30,000
Transfer Taxes	$ -	$ -
P&P Bond	$ -	$ -
Dep. Inspection & Geotech	$ 1.55	$ 90,000
Travel and Admin	$ 0.17	$ 10,000
Other Consultants	$ -	$ -
Reimbursable Expenses to CMO	$ -	$ -
Testing: Concrete, Steel	$ 0.34	$ 20,000
Capitalized Origination Fee	$ 1.21	$ 70,000
Capitalized Loan Closing Costs	$ 0.26	$ 15,000
Capitalized Interest Expense	$ -	$ -
SUBTOTAL: SOFT COSTS	**$ 32.81**	**$ 1,902,712**
Soft Cost Contingency	$ 2.85	$ 165,531
TOTAL: SOFT COSTS	**$ 35.66**	**$ 2,068,243**
TOTAL PROJECT COSTS	**$ 203.57**	**$ 11,806,970**

EXHIBIT 11.1.1
Building Maintenance Checklist

Building Maintenance Checklist **PROPERTY ADDRESS:** **DATE:** **PERSON:**

SITE		FREQUENCY					NOTES	
√	INSPECTION/MAINTENANCE PROCEDURES	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	UNDER SERVICE CONTRACT	COMMENTS
	Remove and dispose of all fallen tree limbs, dead shrubs, etc.	X						
	Remove brush and weed growth adjacent to building walls and electrical equipment.		X					
	Reseed worn lawn areas.			X				
	Fertilize lawn.			X				
	Trim and prune shrubs and trees.		X					
	Repair irrigation system.	X						
	Clean all site drains.			X				
	Repair potholes in parking lots and driveways. Restripe if necessary.				X			
	Check and service playground equipment and insure its safety.			X				
	Patch and repair walkway surfaces.							IMMEDIATELY FOR SAFETY
	Paint walkway markings.					X		
	Repair and paint fences and gates.			X				

BUILDING EXTERIOR		FREQUENCY					NOTES	
√	INSPECTION/MAINTENANCE PROCEDURES	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	UNDER SERVICE CONTRACT	COMMENTS
	Wash windows.				X			
	Check and repair windows and doors.					X		
	Replace broken window glass as needed.							IMMEDIATELY FOR SAFETY
	Scrape and paint building exterior and trim.	Every 7 years						
	Wash accumulated dirt on building surfaces.					X		
	Touch up paint on building exterior.					X		
	Lubricate exterior door hinges and hardware.					X		
	Inspect and repair exterior walls for structural cracks.					X		

ROOF		FREQUENCY					NOTES	
√	INSPECTION/MAINTENANCE PROCEDURES	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	UNDER SERVICE CONTRACT	COMMENTS
	Clean roof valleys.					X		
	Clean and test roof drains.					X		
	Clean and secure gutters.					X		
	Clean and secure downspouts.					X		
	Inspect skylights for leaks.					X		
	Inspect and repair metal flashings.					X		
	Inspect and recaulk stone or clay tile copings.					X		

BUILDING INTERIOR		FREQUENCY					NOTES	
√	INSPECTION/MAINTENANCE PROCEDURES	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	UNDER SERVICE CONTRACT	COMMENTS
	Clean windows, blinds, draperies, etc.			X				
	Check floors for broken tiles or torn carpet.		X					
	Remove all rubbish, boxes, debris and combustibles from:							
	Paths of exit	X						
	Doorways	X						
	Stairs	X						
	Under stairs	X						
	Utility rooms	X						
	Around flue and chimneys	X						
	Around heat-producing equipment	X						
	Electrical panel areas	X						

MECHANICAL EQUIPMENT		FREQUENCY					NOTES	
√	INSPECTION/MAINTENANCE PROCEDURES	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	UNDER SERVICE CONTRACT	COMMENTS
	Service all pumps per manufacturer's instruction manuals.	Per service agreement						
	Service all air-conditioning equipment.	Per service agreement						
	Service all ventilating equipment.					X		
	Check /hot water heater for any fuel or water leaks.		X					
	Check openings or motorized dampers which provide combustion air to hot water heaters.			X				
	Check cleanout openings, doors, etc., for air leakage and corrosion.			X				

ELECTRICAL EQUIPMENT		FREQUENCY					NOTES	
√	INSPECTION/MAINTENANCE PROCEDURES	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	UNDER SERVICE CONTRACT	COMMENTS
	Replace burned out light bulbs.	X						ALWAYS INSTALL ENERGY EFFICIENT LIGHT BULBS
	Test emergency lighting system.			X				
	Test all exit lights.			X				
	Insure space in front of electrical panels is clear.			X				
	Repair or replace non-functioning switches, receptacles and outlets immediately.	X						
	Replace frayed wiring immediately.							IMMEDIATELY FOR SAFETY
	Inspect elevator and mechanical room.	Per service agreement						
	Inspect overhead roll up doors.			X				
	Fire Alarm System, Extinguishers, Hoses, Sprinklers, Heat and Smoke Detectors	Per service agreement						
	Emergency Generators		X					

PLUMBING		FREQUENCY					NOTES	
√	INSPECTION/MAINTENANCE PROCEDURES	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL	UNDER SERVICE CONTRACT	COMMENTS
	Repair or replace broken fixtures.							IMMEDIATELY
	Replace washers or packing on leaking faucets, etc.	X						
	Inspect water heater(s)		X					
	Inspect drinking faucets	X						
	Inspect Back-Flow devices					X		
	Inspect hose bibs		X					

EXHIBIT 16.3
Form of License Agreement

SUMMARY STATEMENT

This Summary Statement is hereby made a part of that certain License Agreement ("**Agreement**") by and between the Tenant and Licensee referenced below. Each reference in this Agreement to any of the following terms or phrases shall have the meaning set forth below:

Effective Date:	_____
Termination Date:	The first to occur of (i) _____ or (ii) the Expiration Date of the Lease
Landlord:	TA Las Vegas 4760 EBR LLC, a Delaware limited liability company
Tenant:	Mater Academy of Nevada, a Nevada public charter school
Licensee:	_____
Property:	The Land and the Building demised to Tenant pursuant to the terms and conditions of the Lease, which Property is commonly known as: _____ _____
Licensed Premises:	That specific portion of the Property described or depicted as the "Licensed Premises" on the Attachment 1 attached to and made a part of this Agreement, together with certain tangible personal property owned by Tenant and located within and upon that portion of the Property described or depicted as the "Licensed Premises" on the attached Attachment 1
Licensed Use:	_____
Lease:	The Lease Agreement dated as of September ___, 2016 and entered into between Landlord and Tenant
. Use Fee:	USD _____.00 per full calendar month or any part thereof

NOTE to all Parties: Initially capitalized terms not expressly defined in this Agreement shall have the respective meaning ascribed to such terms in the Lease.

License Agreement

This Agreement is made as of the Effective Date by and between Tenant and Licensee. Tenant and Licensee are known for purposes of this Agreement individually as "**Party**," and together as the "**Parties**."

A. Pursuant to the Lease, Landlord let the Property to Tenant, and Tenant leased the Property from Landlord.

B. Tenant owns certain tangible personal property located upon the Property, and within that portion of the Property described or depicted as the "Licensed Premises" on the attached Exhibit A.

C. Tenant wishes to grant a license to Licensee for, and Licensee to take a license from Tenant for, the Licensed Premises.

Now, therefore, in consideration of the mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of all of which the Parties hereby acknowledge, Tenant and Licensee hereby agree as follows:

1. Tenant hereby grants a license to Licensee for the non-exclusive use by Licensee of the Licensed Premises on the terms and conditions of this License. This License is for the Licensed Premises only.

2. The term of this License shall commence on the Effective Date and shall end on the Termination Date, the period between the Effective Date and the Termination Date being known for purposes of this Agreement as the "**Term**." In the event of any default by Licensee of any term or condition of this License, Tenant shall have the right to revoke this License upon two (2) days' written notice to Licensee.

3. Licensee shall be responsible for enforcing compliance—by all users of the Licensed Premises—with (i) all terms contained in this License and (ii) all non-monetary terms, covenants, and conditions of the Lease. Notwithstanding Licensee's enforcement obligations hereunder, and further notwithstanding the two (2) days' notice otherwise required under Section 2, above, Tenant shall have the right immediately to revoke this License, without notice in advance, for any violation by Licensee of this Agreement that is also a default of any term, covenant, or condition of the Lease.

4. The Use Fee shall be paid to Tenant commencing on the Effective Date, and shall be paid thereafter in monthly installments in advance on the first Business Day of each and every calendar month during the Term. The Use Fee shall be paid without the need for Tenant's demand, and without setoff or reduction of any kind.

5. The Licensed Premises shall be used by Licensee for the Licensed Use and for no other purpose whatsoever. Use of the Licensed Premises shall be subject to all of the following: (i) all terms, covenants, and conditions of the Lease; and (ii) all rules and regulations reasonably enacted by Tenant from time to time, provided that such rules and regulations shall not be inconsistent with the terms of the Lease. Licensee agrees to provide Tenant from time to time, upon Tenant's request, a written listing of all designated users who may be present upon the Licensed Premises or the Improvements pursuant to this License. Designated users of the Licensed Premises shall exercise due care for all others present at any time upon, within, or with respect to the same.

6. Licensee covenants not to suffer or commit any waste, damage, disfigurement, or injury to the Licensed Premises. Further, Licensee shall keep the Licensed Premises at all times clean, in good operating condition, fully in compliance with all Legal Requirements, and otherwise in the same

condition as the Licensed Premises shall be found on the Effective Date, normal wear and tear alone excepted.

7. Licensee shall, upon written demand from Tenant, promptly reimburse Tenant for any reasonable cost, charge, or expense incurred by Tenant in providing to the Licensed Premises any of the following (altogether, the "**Utility Services**"): heating, ventilating, or air conditioning; hot and cold running water; sanitary and storm sewer services; natural gas; electricity; telephone; and data services. Licensee's obligation to reimburse Tenant for the cost, charge, or expense of so providing Utility Services shall survive the expiration or earlier termination of this License. Tenant shall not, however, be liable for any interruption of Utility Services provided to the Licensed Premises, or for any damages to or loss (by theft or otherwise) of any property belonging to Licensee or any of its employees or invitees.

8. Licensee, as a material part of the consideration to be rendered to Tenant under this License, and except as expressly prohibited by Legal Requirements, hereby agrees that neither Tenant nor Landlord, nor any of their respective affiliates, officers, directors, employees, volunteers, contractors, servants, or agents of any kind, shall be liable for, and thus that Licensee hereby waives all claims (except claims caused by or resulting from the gross negligence of Tenant) that Licensee (including, without limitation, Licensee's officers, directors, employees, volunteers, contractors, servants, students, frequenters, licensees, and invitees of every kind) may have for loss, theft, or damage to property, and for injuries to persons in, upon, or about the Licensed Premises from any cause whatsoever. Further, Licensee shall indemnify and hold Tenant and Landlord, and all of their affiliates, officers, directors, employees, volunteers, contractors, servants, and agents of every kind, exempt and harmless from and against any and all claims, liabilities, damages, or injuries to any person (including to the property, goods, wares, or merchandise of any person) that may arise in connection with use of the Licensed Premises by Licensee or Licensee's officers, directors, employees, volunteers, contractors, servants, students, frequenters, licensees, and invitees of every kind, excepting only (i) claims caused by or resulting from Tenant's gross negligence or that of its contractors, servants or employees or (ii) claims of Landlord asserting that this License (A) violates the terms of the Lease or (B) requires Landlord's prior consent. In case of any action or proceeding brought against Tenant by reason of any obligation on Licensee's part to be performed under the terms of this License, or arising from any act or negligence of Licensee, or Licensee's contractors, agents, servants, employees, contractors, invitees or licensees, Licensee shall, upon notice from Tenant, defend the same at Licensee's expense by counsel reasonably satisfactory to Tenant.

9. Licensee shall at all times hereunder, and at its sole expense, maintain in full force and effect, as if "Tenant" under the Lease, policies of insurance of the kinds, and with the limits, required of Tenant under the Lease (the "**Required Coverages**"), which Required Coverages shall insure against bodily injury and property damage occurring on or to the Licensed Premises, and which Required Coverages shall include both blanket contractual liability and broad form property damage coverages, with only such exclusions as are reasonably acceptable to Tenant.

9.01. The Required Coverages shall protect and include the interests of Tenant and Landlord, and all of their respective officers, directors, employees, volunteers, contractors, servants, and agents of every kind, and hence shall name all of the same as named additional insureds. All insurance coverage(s) required to name additional insureds shall be on a primary and noncontributory basis and shall provide that any insurance maintained by the named additional insureds is excess and noncontributing with any insurance required hereunder. Insurance coverage required for the named additional insureds shall be at least as broad as that provided by the Additional Insured–Designated

Person or Organization Endorsement (ISO Commercial Risk Services Form #CG 20 26 1185) or the most recent version of the same approved by the state in which the Property is located.

9.02. The Required Coverages shall be placed with insurers who have a Best's Insurance Reports rating of no less than A- and a financial size of no less than Class VIII, and who are authorized to do business in the state where the Property is located. Such policies shall further be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced, in coverage or limits, except after twenty (20) Business Days' prior written notice to both Tenant and Landlord.

9.03. Licensee shall, upon Tenant's request, provide Tenant and Landlord with suitable certificates of insurance (including, without limitation, ACORD forms as specified by Tenant) evidencing the Required Coverages. In addition, if any of the insurance coverages required under this License should be poised to expire at any time during Licensee's occupancy under this License, Licensee shall, no less than ten (10) Business Days before expiration of such insurance, provide suitable certificates of insurance evidencing renewal or continuation of the required insurance policies. In the event of a claim, the Licensee shall also provide the Tenant and Landlord with certified copies of the pertinent insurance policies within ten (10) Business Days after having been requested in writing to do so.

10. Any notices under this Agreement must be in writing and must be sent (i) by personal delivery, (ii) by United States registered or certified mail (postage prepaid), (iii) by electronic mail or facsimile (with a copy sent the same day by one of the other prescribed methods of delivery unless by a reply electronic mail transmission the recipient confirms receipt of the notice and waives the additional delivery requirement) or (iv) by an independent overnight courier service, addressed to the addresses specified below or at such other place as a Party may designate to the other Parties by written notice given in accordance with this Section 10. Notices given by registered or certified mail are deemed effective three (3) Business Days after the Party sending the notice deposits the notice with the United States Post Office. Notices given by electronic mail or facsimile are deemed effective on the Business Day transmitted (or, if transmitted on a day that is not a Business Day, then on the next occurring Business Day). Notices delivered by overnight courier are deemed effective on the next Business Day after the day the Party delivering the notice timely deposits the notice with the courier for overnight (next day) delivery.

If to Tenant:	Mater Academy of Nevada c/o Academica Nevada 1378 Paseo Verde Parkway Suite 200 Henderson, NV 89012 Email: rreeves@academicanv.com
With Copy to:	Mater Academy of Nevada c/o Academica Nevada 1378 Paseo Verde Parkway Suite 200 Henderson, NV 89012 Attn: Colin Bringhurst, Esq., General Counsel Email: colin.bringhurst@academicanv.com
And to:	Wolfe & Wyman LLP

6757 Spencer Street
Las Vegas, NV 89119
Attn: Robert B. Ryder
Email: rbryder@wolfewyman.com

If to Licensee: _____
_____
_____
Attention:_____
Email: _____

With Copy to: _____
_____
_____
Attention:_____
Email: _____

If to Landlord: TA Las Vegas 4760 EBR LLC
c/o Turner-Agassi Charter School Facilities Fund, L.P.
3000 Olympic Blvd.
Suite 2120
Santa Monica, CA 90404
Attention: Glenn Pierce
Email: gpierce@turnerimpact.com

With Copies to: TA Las Vegas 4760 EBR LLC
c/o Turner-Agassi Charter School Facilities Fund, L.P.
3000 Olympic Blvd.
Suite 2120
Santa Monica, CA 90404
Attention: Bari Cooper Sherman, Esq.
Email: bsherman@turnerimpact.com

And to: TA Las Vegas 4760 EBR LLC
c/o Turner-Agassi Charter School Facilities Fund, L.P.
3000 Olympic Blvd.
Suite 2120
Santa Monica, CA 90404
Attention: Aarthi Sowrirajan
Email: asowrirajan@turnerimpact.com

And to: Quarles & Brady LLP
411 East Wisconsin Avenue
Suite 2350
Milwaukee, WI 53202
Attn: Michael J. Ostermeyer
Email: michael.ostermeyer@quarles.com

Any notice by either Party hereto, whether required or permissible hereunder, may be given by such Party's then current attorney, which notice, when given by such attorney, shall be deemed equally as effective as if given by such Party directly.

11. If the Property is damaged by fire or other casualty rendering the Licensed Premises unusable by Licensee for the Licensed Use, this License shall immediately terminate. Further, if all or any part of the Property is taken by eminent domain proceedings, Tenant may terminate this License at any time in connection therewith upon reasonable notice to Licensee.

12. This Agreement and the legal relations between the Parties hereto shall be governed by and construed in accordance with the Legal Requirements of the state in which the Property is located. For purposes of this Agreement, the term **"Legal Requirements"** means all present and future statutes, laws, codes, regulations, ordinances, orders, rules, bylaws, administrative guidelines, requirements, directives and actions of any federal, state or local governmental or quasi-governmental authority, and other legal requirements of whatever kind or nature that are applicable to the Property.

13. This Agreement does not and shall not be deemed to (i) constitute a lease or a conveyance of personal or real property by Tenant, (ii) confer upon Licensee any right, title, estate, or interest in the Property or the Licensed Premises, (iii) give rise to any bailment, or (iv) create any relationship between Licensee and Tenant other than as licensee and licensor (including, without limitation, either the relationship of landlord and tenant or the relationship of bailor and bailee). This Agreement grants to Licensee only a personal privilege to use and occupy the Licensed Premises during the Term, revocable on the terms set forth herein. Licensee shall have no right to assign, sublet, transfer, or convey its interest in this License, and any attempt to do so shall make this License immediately null and void. This Agreement may not be recorded in any governmental recording office.

14. This Agreement may not be waived or modified except by a written instrument signed by the Parties.

15. Time is of the essence in the performance of all obligations of any Party.

[*Signatures begin on next page*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Tenant:
Mater Academy of Nevada**,**
a _____

By: _____
Name:_____
Title:_____

Licensee:
[**Entity to be Determined**]**,**
a _____

By: _____
Name:_____
Title:_____

Landlord's Consent

Subject (i) to Tenant's continued due and timely performance of all terms, covenants, conditions, and obligations arising under the Lease and (ii) to Tenant's remaining fully liable for such due and timely performance, Landlord hereby delivers to Tenant the consent of Landlord that is required under Section 16.3 of the Lease.

Landlord:
TA Las Vegas 4760 EBR LLC**,**
a Delaware limited liability company

By: _____
Name:_____
Title:_____

Attachment 1 to Exhibit 16.3
Legal Description of the Property

That portion of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 29, Township 20 South, Range 62 East, M.D.M., City of Las Vegas, Clark County, Nevada described as follows:

BEGINNING at the Southwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence North along the West line thereof, a distance of 1346.39 feet to the Northwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence East along the North line thereof to a West line of Sunland Village, as recorded in the Office of the Clark County, Nevada Recorder on File in Book 16 of Plats, Page 21;
Thence South 00°36'41" East along said West line, a distance of 224.34 feet;
Thence North 87°12'13" East, a distance of 121.77 feet;
Thence South 0°33'43" West, a distance of 897.56 feet;
Thence North 87°11'30" East, a distance of 152.78 feet to the East line of the West Half (W ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence South along said East line to the Southeast Corner of Southeast Quarter (SE ¼);
Thence West along the South line of said Section 29 to the TRUE POINT OF BEGINNING.

Together with that portion conveyed to Bonanza-Marion, LLC in Quitclaim Deed recorded March 6, 2008 in Book 20080306 as Document No. 04050, of Official Records.

Excepting Therefrom a strip of land 150 feet in width, lying 75 feet on each side of the following described centerline:

COMMENCING at the Northwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said section 29;
Thence South 1°13'50" West along the along the West line of said Southeast Quarter (SE ¼), 96.92 feet to the TRUE POINT OF BEGINNING of the herein described centerline:
Thence South 28°47'28" East, 1396.58 feet to a point on the South line of said Southeast Quarter (SE ¼), said point bears North 87°57'07" East 699.89 feet from the South Quarter corner of said Section 29, said point also being the point of termination. The side lines of said strip of land are to be lengthened or shortened as to begin on the North line and the West line and to terminate on the South line, of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29.

Further Excepting Therefrom those portions conveyed for road purposes by Deeds recorded September 3, 1954 in Book 20 as Document No. 19378, June 24, 1955 in Book 59 as Document No. 50172, May 11, 1964 in Book 537 as Document No. 432173, June 3, 1974 in Book 431 as Document No. 390442, January 20, 1995 in Book 950120 as Document No. 01869, all of Official Records, Clark County, Nevada.

Further Excepting Therefrom that portion conveyed to the City of Las Vegas, a municipal corporation by Grant Bargain and Sale Deed, recorded September 8, 2006 in Book 20060908 as

Document no. 0003357, of Official Records as re-recorded July 25, 2007 in Book 20070725 as Document No. 00348, of Official Records.

Further Excepting Therefrom that portion conveyed to the City of Las Vegas by Quitclaim Deed recorded February 12, 2007 in Book 20070212 as Document No. 02683, February 29, 2008 in Book 20080229 as Document No. 02841, as re-recorded May 15, 2008 in Book 20080515 as Document No. 00582 and in that certain Grant Deed recorded February 29, 2008 in Book 20080229 as Document No. 02842, of Official Records.

NOTE: The above metes and bounds legal description appeared previously in the deed recorded October 15, 2012 in Book 20121015 as Document No. 000304, of Official Records.

EXHIBIT 29.2
Form of Memorandum of Lease

WHEN RECORDED RETURN TO:

_____
_____
_____
_____

THIS MEMORANDUM OF LEASE (the "**Memorandum**") is entered into this ___ day of September, 2016 (the "**Effective Date**"), by and between MATER ACADEMY OF NEVADA ("**Tenant**") and TA LAS VEGAS 4760 EBR LLC ("**Landlord**").

WITNESSETH:

WHEREAS, pursuant to a Lease Agreement (the "**Lease**") dated as of the Effective Date between Landlord and Tenant: Landlord has let to Tenant, and Tenant has leased from Landlord, a certain parcel of real property located in the City of Las Vegas, Clark County, State of Nevada, which parcel is legally described on Attachment 1 attached to and made a part of this Memorandum; and

WHEREAS, likewise pursuant to the Lease, Landlord has granted to Tenant an Option to Purchase the Property (the "**Option**"), on terms and conditions set forth in the Lease.

WHEREAS, Landlord and Tenant wish to make the existence of the Lease a matter of public record.

NOW THEREFORE, for value received, Landlord and Tenant agree that this Memorandum shall be recorded in the public land records of Clark County, Nevada, and that this Memorandum shall put all persons on notice of the following with respect to the Lease:

LANDLORD:	TA Las Vegas 4760 EBR LLC, a Delaware limited liability company
TENANT:	Mater Academy of Nevada, a Nevada public charter school
DATE OF EXECUTION:	September ___, 2016
RENT COMMENCEMENT DATE:	As determined under Section 2.1 of the Lease
DESCRIPTION OF LEASED PREMISES:	Land, building(s) and improvements located in the City of Las Vegas, Clark County, State of Nevada, as more particularly shown on Exhibit 1.1 to the Lease.
TERM:	29 Lease Years (including the potential partial Lease Year) occurring between the Commencement Date (as that term is defined in the Lease) and June 30, 2046.
OPTION:	Option to purchase the property during a defined period specified in

the Lease, for a Purchase Price calculated according to the terms of the Lease

This Memorandum is not a complete summary of the Lease or the Option, and the provisions of this Memorandum shall not be used in interpreting the Lease or the Option, nor to vary the terms and conditions of the Lease or the Option. In the event of conflict between this Memorandum and the unrecorded Lease or the unrecorded Option, the unrecorded Lease and the unrecorded Option shall control.

[*Signatures continue on next page.*]

IN WITNESS OF WHICH Landlord and Tenant have duly executed this Memorandum as of the Effective Date.

TENANT:
Mater Academy of Nevada,
a Nevada public charter school

By:_____
Print Name:_____
Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

This Memorandum of Lease dated September ___, 2016, consisting of _____ (__) pages (including all signature pages, exhibits, schedules and other pages appended or attached to the aforesaid document), was acknowledged before me this _____ day of _____, 20_____, by _____, the _____ of Mater Academy of Nevada, who personally appeared before me and is known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

LANDLORD:
TA LAS VEGAS 4760 EBR LLC,
a Delaware limited liability company

By:_____
Print Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of _____}

On _____ before me, [_____], personally appeared _____ _____,who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Description of Attached Document

Title or Type of Document: MEMORANDUM OF LEASE
Document Date:_____
Number of Pages:_____

QB\39365543.5

BRIAN SANDOVAL
Governor

STATE OF NEVADA

PATRICK GAVIN
Director

STATE PUBLIC CHARTER SCHOOL AUTHORITY
1749 North Stewart Street Suite 40
Carson City, Nevada 89706-2543
(775) 687 - 9174 Fax: (775) 687 - 9113

Amendment to the Charter Contract of Mater Academy of Nevada

Amendment Approved by the Governing Body of the Charter School

And

Nevada State Public Charter School Authority, the Charter School Sponsor

1. Amendment: **To open and operate the Bonanza Campus, located at 4760 East Bonanza Road Las Vegas, NV 89110**

   Date of Sponsor Approval: **August 24, 2015**

   Signature of Sponsor's Authorized Designee: 

   Date of Signature: **August 24, 2015**

CHARTER SCHOOL CONTRACT

between

State Public Charter School Authority

and

Mater Academy of Nevada

Contents

CHARTER CONTRACT		5
RECITALS		5
Part I: Operation of the School		7
1.1	Establishment	7
1.2	Parties	7
1.3	Term of Charter Contract	7
1.4	General	7
1.5	Charter School Governing Body	7
1.6	Location	9
1.7	Facilities	9
1.8	Charter School Independence	9
Part 2: School Operations		10
2.1	Open Meetings and Public Records	10
2.2	Mission Statement	10
2.3	Age; Grade Range; Number of Students	10
2.4	Non-discrimination	11
2.5	Student Recruitment, Enrollment and Attendance	11
2.6	Tuition, Fees and Volunteer Requirements	12
2.7	School Calendar; Hours of Operation	12
2.8	Student Conduct and Discipline	12
2.9	Service Agreements, Contracts, Facility Lease or Purchase	13
2.10	Contracts with an Educational Management Organization (EMO)	13
2.11	Employment Matters	14
2.12	Student Health, Welfare and Safety	15
2.13	Transportation	15
Part 3: Educational Program		15
3.1	Design Elements	15
3.2	Curriculum	15
3.3	Student Assessment	15
3.4	Special Education	16
3.5	English Language Learners	16
Part 4: Charter School Finance		17
4.1	Financial Management	17
4.2	Budget	19
4.3	Charter School Funding	19
4.4	Authority Funding	19
Part 5: Insurance and Legal Liabilities		20
5.1	Insurance	20
5.2	Liability	20
Part 6: Transparency and Accountability		20

6.1	Charter School Reporting	20
6.2	Additional Reporting	21
6.3	Authority Reporting	21
Part 7: Oversight		21
7.1	Authority	21
7.2	Inspection	21
7.3	Site Visits	21
7.4	Notification	22
7.5	Intervention	22
Part 8: Termination and Default Termination		23
8.1	Termination	23
8.2	Default Termination	23
8.3	Other Remedies	24
Part 9: Closure		24
9.1	Closure	24
Part 10: Dispute Resolution		24
10.1	Dispute Resolution	24
Part 11: School Performance Standards and Review		25
11.1	Performance Standards	25
11.2	Review	25
Part 12: Contract Construction		26
12.1	Entire Charter Contract	26
12.2	Authority	26
12.3	Notice	26
12.4	Waiver	27
12.5	Non-Assignment	27
12.6	Applicable Law	27
12.7	Material Amendments	27
12.8	Non-Material Change - Notification Required	28
12.9	Other Changes – Determination as Material or Non-Material, Requiring Notification or Not.	28
12.10	Severability	28
12.11	Third Parties	28
12.12	Counterparts; Signatures	28
12.13	Material Breach	28
SIGNATURE PAGE		29

EXHIBIT #1

Charter School Performance Framework

EXHIBIT #2

Articles of Incorporation, if applicable

EXHIBIT #3

Charter Application

EXHIBIT #4

Pre-Opening Requirements

CHARTER CONTRACT

This agreement constitutes a Charter Contract (the "Charter Contract") executed between the State Public Charter School Authority (the "Authority"), and the Mater Academy of Nevada Governing Body (the "Applicant(s)") (collectively, the "Parties") to establish and operate the Mater Academy of Nevada CHARTER SCHOOL (the "Charter School"), an independent and autonomous public school authorized to operate in the State of Nevada.

RECITALS

"WHEREAS, The primary consideration of the legislature in enacting legislation to authorize charter schools is to serve the best interests of all pupils, including pupils who may be at risk; and

WHEREAS, The intention of the legislature is to provide:

1. The board of trustees of school districts with a method to experiment with providing a variety of independent public schools to the pupils of this state;
2. A framework for such experimentation;
3. A mechanism by which the results achieved by charter schools may be measured and analyzed; and
4. A procedure by which the positive results achieved by charter schools may be replicated and the negative results may be identified and eliminated; and

WHEREAS, It is further the intention of the legislature to provide teachers and other educational personnel, parents, legal guardians and other persons who are interested in the system of public education in this state the opportunity to:

1. Improve the learning of pupils and, by extension, improve the system of public education;
2. Increase the opportunities for learning and access to quality education by pupils;
3. Encourage the use of different and innovative teaching methods;

4. Establish appropriate measures for and assessments of the learning achieved by pupils who are enrolled in charter schools;

5. Provide a more thorough and efficient system of accountability of the results achieved in public education in this state; and

6. Create new professional opportunities for teachers and other educational personnel, including, without limitation, the opportunity to increase the accessibility and responsibility of teachers and other educational personnel for the program of learning offered;"

WHEREAS, The Authority is authorized by the Legislature to sponsor charter schools pursuant to NRS 386.509; and

WHEREAS, on January 10, 2014, the Authority approved the proposed charter application as set forth in Exhibit #3 (initially or as amended, the "Charter Application") and incorporated herein; and

WHEREAS, the Parties' intend that this Charter Contract serve as a performance contract that governs the operation of the Charter School;

NOW THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein and for other good and lawful consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and Charter School agree as follows:

Part I: Operation of the School

1.1 Establishment

1.1.1 As authorized by the Nevada Revised Statute (NRS) 386.509, the Authority hereby authorizes the operation of the Charter School with the aforementioned conditions, and in accordance with the terms and conditions set forth in this Charter Contract.

1.1.2 This Charter Contract is entered into between the Charter School, its governing body (the "Charter Board") and the Authority.

1.2 Parties

1.2.1 The person authorized to sign the Charter Contract on behalf of the Charter School is the President of the Charter Board ("Charter School Representative").

1.2.2 The person authorized to sign on behalf of the Authority is the Chair of the Authority or, in the absence of the Chair, the Acting Chair.

1.2.3 The Charter School Representative affirms as a condition of this Charter Contract, that he/she is the above-described representative of the Charter School and has authority to sign this Charter Contract on behalf of the Charter School.

1.3 Term of Charter Contract

1.3.1 The Term of this Charter Contract shall be six (6) years.

1.3.2 This Charter Contract is effective upon execution, and the term of the Charter Contract begins July 1, 2014, and will terminate on June 30, 2020, unless earlier terminated as provided herein.

1.4 General

1.4.1 The Charter School shall not operate for profit and may be incorporated as a nonprofit corporation pursuant to the provision of chapter 82 of NRS.

1.4.2 The Charter School certifies that all contracts obligating the Charter School have been and will be undertaken by the Charter School in accordance with statute and regulation.

1.4.3 The Charter School and its Charter Board shall operate at all times in accordance with all federal and state laws, local ordinances, regulations and Authority policies applicable to charter schools.

1.4.4 The Charter School shall be deemed a public school subject to all applicable provisions of local, state and federal law and regulation, specifically including but not limited to health and safety, civil rights, student assessment and assessment administration, data collection, reporting, grading, and remediation requirements, except to the extent such provisions are inapplicable to charter schools.

1.4.5 Pursuant to NRS 386.513, the Local Education Agency of the Charter School is the Authority.

1.5 Charter School Governing Body

1.5.1 The Charter School shall be governed by the Charter Board, and deemed a public

body, in a manner that is consistent with the terms of this Charter Contract so long as such provisions are in accordance with applicable state, federal, and local law and regulation. (NRS 386.549)

1.5.2 The Charter Board shall have final authority and responsibility for the academic, financial, and organizational performance of the Charter School, and the fulfillment of the Charter Contract.

1.5.3 The Charter Board shall be the final authority in matters affecting the Charter School, including but not limited to staffing, job titles, employee salary and benefits, financial accountability and curriculum.

1.5.4 The Charter Board shall act in accordance with and is subject to the Nevada Open Meeting Law, Public Records Law, and Nevada Local Government Purchasing laws (NRS 332.039-.148)

1.5.5 The Charter Board shall have authority for and be responsible for policy and operational decisions of the Charter School. The Charter Board shall govern the Charter School pursuant to the following terms and conditions:

1.5.5.1 Articles of Incorporation and Bylaws. The articles of incorporation, if applicable, and bylaws of the Charter Board shall provide for governance of the operation of the Charter School as a public charter school and shall at all times be consistent with all applicable law, regulation and this Charter Contract. The articles of incorporation, if applicable, are set forth in Exhibit #2 (initially or as amended, the "Articles of Incorporation") and incorporated herein by reference. The Charter School shall notify the sponsor of changes to the bylaws or Articles of Incorporation.

1.5.5.2 Composition. The composition of the Charter Board shall at all times be determined by and consistent with the articles of incorporation, if applicable, and bylaws and all applicable law and regulation. The complete roster of the Charter Board and each member's affidavit, resume, and Request for Information shall be maintained in the Authority's established document library (AOIS). The Charter Board shall notify the Authority of any changes to the Board Roster and submit an amended Board Roster to the documents library within ten (10) business days of their taking effect.

1.5.5.3 Affiliation. Notwithstanding any provision to the contrary in the Charter Contract, the Articles of Incorporation, if applicable, or the bylaws, in no event shall the Charter Board, at any time, include more than two directors, officers, employees, agents or other affiliates of any single entity, with the exception of the Charter School itself, regardless of whether said entity is affiliated or otherwise partnered with the Charter School. (NAC 386.345(3)

1.5.5.4 Conflicts of Interest. The Charter Board shall adopt a Conflicts of Interest Policy (the "Conflicts of Interest Policy"), including provisions related to nepotism and consistent with this section and applicable law by January 1 of the Charter School's first year of operation . The Charter Board shall, at all times, comply with the provisions of the Conflicts of Interest Policy. The

adopted and approved Conflicts of Interest Policy shall be maintained in the Authority's established document library (AOIS). Any modification of the Conflicts of Interest Policy must be submitted to the Authority within five (5) days of approval by the Charter Board.

1.5.5.5 Non-Commingling. Assets, funds, liabilities and financial records of the Charter School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization unless approved in writing by the Authority.

1.6 Location

1.6.1 The Charter School shall provide educational services, including, without limitation, delivery of instruction or conduct operations at the following location(s):

1.7 Facilities

1.7.1 The building(s) in which the Charter School is to be located shall be known as the Charter School Facilities (the "Facilities").

1.7.2 The Authority or its designee may, at the Authority's discretion, conduct health and safety inspections of the Facilities.

1.7.3 The Facilities shall meet all applicable health, safety and fire code requirements and shall conform with applicable provisions of the Americans with Disabilities Act and any other federal or state requirements applicable to public charter schools.

1.7.4 The Charter School's relocation to different Facilities shall constitute a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.

1.7.5 In the event that legally viable Facilities and/or necessary certificates and permits are not in place, the Charter School may not provide instruction at the Facilities or otherwise admit pupils into the Facilities. In such event, the Authority reserves the right to enforce any of the consequences for failure to act in accordance with the material terms and conditions of this Charter Contract.

1.8 Charter School Independence

1.8.1 Neither the Authority nor the board of trustees of the local school district in which the Charter School is located may assign any pupil who is enrolled in a public school or any employee who is employed in a public school to the Charter School. Neither the Authority nor the local school district in which the Charter

School is located may interfere with the operation and management of the Charter School except as authorized by NRS 386.490-.649, inclusive, and any other statute or regulation applicable to the Charter School or its officers or employees.

1.8.2 The Charter School will be subject to review of its operations and finances by the Authority, including related records, when the Authority, in its sole discretion, deems such review necessary.

1.9 Pre-Opening Requirements

1.9.1 The Charter School's pre-opening requirements (initially or as amended, the "Pre-Opening Requirements") shall be as presented in Exhibit #4 and incorporated by reference herein. Any change to the Pre-Opening Requirements shall be a material amendment to this Charter Contract and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.

1.9.2 Failure to timely fulfill any material term of the Pre-Opening Requirements shall be considered a breach of material compliance with the Charter Contract pursuant to NRS 386.535 and shall be grounds for Authority intervention. Notwithstanding the immediately foregoing, the Authority may modify the restrictions contained therein or may grant the Charter School an additional planning year upon good cause shown.

Part 2: School Operations

2.1 Open Meetings and Public Records

2.1.1 The Charter School shall maintain and implement policies and procedures to ensure that it complies with all applicable laws and regulations relating to public meetings and records.

2.2 Mission Statement

2.2.1 The Charter School's mission statement (initially or as amended, the "Mission Statement") shall be as presented in the approved Charter Application appearing in Exhibit #3 and incorporated by reference herein. Any change to the Mission Statement shall be a material amendment to this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.

2.3 Age; Grade Range; Number of Students

2.3.1 The Charter School shall provide instruction to pupils in such grades and numbers in each year of operation under the Charter Contract as identified in the Charter Application appearing in Exhibit #3.

2.3.2 The Charter School may modify the number of students in any particular grade, and number of students within a class, to accommodate staffing exigencies and attrition patterns provided such modifications are consistent with this Charter

Contract.

2.3.3 Elimination of a grade level that the Charter School was scheduled to serve; expansion to serve grade levels not identified in 2.3.1; or an annual increase or decrease in total enrollment by more than 10% shall be a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority. Authorization to expand may require the Charter School to demonstrate satisfactory academic and financial performance, and organizational compliance. The first year enrollment for the Charter School shall serve as the basis for the 10% annual enrollment increase or decrease for the school's second year; similarly, subsequent years' enrollment shall serve as the basis for the following years' enrollment. Each year's enrollment shall be limited to 10% more pupils than the previous year's enrollment unless the school's request for a material amendment is approved by the Authority. For example, a school enrolling 100 pupils any given year may enroll no more than 110 pupils the following year without Authority approval of a material amendment. It is the responsibility of the Charter School to request the material amendment required by this section 2.3.3 in a timely manner so as to manage the school's enrollment to comply with 2.3.3.

2.4 **Non-discrimination**

2.4.1 The Charter School shall not discriminate against any student, employee or other person on the basis of race, color, creed, ethnicity, national origin, gender, marital status, religion, ancestry, disability, need for special education services, income level, athletic ability, proficiency in the English language or any other grounds that would be unlawful if done by any other public school. It shall take all steps necessary to ensure that discrimination does not occur, as required by federal civil rights law.

2.5 **Student Recruitment, Enrollment and Attendance**

2.5.1 The Charter School shall make student recruitment, admissions, enrollment and retention decisions in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability or need for special education services. In no event may the Charter School limit admission based on race, ethnicity, national origin, gender, disability, income level, athletic ability, or proficiency in the English language, except as authorized by NRS 386.580(8).

2.5.2 The Charter School shall adopt and adhere to a Truancy and Absence Policy pursuant to NAC 386.180(5).

2.5.3 If there are more applications to enroll in the charter school than there are spaces available, the charter school shall select students to attend using a random selection process that shall be publicly noticed and open to the public.

2.5.4 Pursuant to NRS 386.580, Charter School may give enrollment preference based

upon criteria established in law and regulation. Should state laws or regulations be amended to alter the nature or application of enrollment preferences, Charter School shall comply therewith upon the effective date of the changes. Before the Charter School enrolls pupils who are eligible for enrollment, the Charter School may enroll a child who:

2.5.4.1 Is a sibling of a pupil currently enrolled;

2.5.4.2 Was enrolled in a tuition-free prekindergarten program at the Charter School or affiliated program with the Charter School;

2.5.4.3 Is a child of a person who is:

2.5.4.3.1 Employed by the Charter School;

2.5.4.3.2 A member of the Committee to Form the Charter School; or

2.5.4.3.3 A member of the Charter Board;

2.5.4.4 Is in a particular category of at-risk and the child meets the eligibility requirements prescribed by the Charter School for that particular category; or

2.5.4.5 Resides within the school district and within two (2) miles of the Charter School if the Charter School is located in an area that the Authority determines includes a high percentage of children who are at-risk.

2.6 **Tuition, Fees and Volunteer Requirements**

2.6.1 The Charter School shall not charge tuition or fees of any kind as a condition of enrollment. The Charter School may not impose any fees that a school district would be prohibited by applicable law or regulation from imposing.

2.6.2 Nothing in this section shall be interpreted to prohibit the Charter School from imposing fees that a school district would be permitted to impose.

2.6.3 Any requirement that a parent commit a number of volunteer hours shall be prohibited unless such a requirement considers individual family circumstances and allows for a waiver of volunteer hours.

2.7 **School Calendar; Hours of Operation**

2.7.1 The Charter School shall adopt a school calendar with an instructional program to provide annually at least as many days of instruction as are required of other public schools located in the same school district as the Charter School is located, unless written approval from the Superintendent of Public Instruction provides for a waiver of this requirement. (NRS 386.550)

2.8 **Student Conduct and Discipline**

2.8.1 The Charter School shall adopt and adhere to a student discipline policy (the "Discipline Policy") pursuant to NRS 386.585 and regulation. The Charter School may not remove, withdraw, suspend or expel a pupil against a parent's wishes for reasons other than the reasons for suspension or expulsion stated in NRS 392.4655 – 392.4675 or other applicable statute or regulation. Nothing in this provision precludes the Charter School from withdrawing a pupil from the Charter School consistent with applicable law and regulation.

2.9 **Service Agreements, Contracts, Facility Lease or Purchase**

2.9.1 Nothing in this Charter shall be interpreted to prevent the Charter School from entering into a contract or other agreement related to the operation of the school. The Charter School shall include in any agreement or contract entered into that the provisions of any such agreement are enforceable only to the extent they are compliant with applicable law and regulation. The Charter Board is responsible for ensuring that all contracts or other agreements are compliant with existing law and regulation.

2.9.2 The Charter School shall clearly indicate to vendors and other entities and individuals with which or with whom the Charter School enters into an agreement or contract for goods or services that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the State of Nevada, the Authority, or the Department of Education.

2.10 **Contracts with an Educational Management Organization (EMO)**

2.10.1 The provisions appearing under 2.9 apply to contracts with an EMO.

2.10.2 Should the Charter School intend to enter into an agreement with an EMO as defined by NRS 386.562, the following provisions shall apply:

2.10.2.1 The Charter School shall comply with all Authority requests for information about the EMO that are reasonably related to the Authority's duty to ensure that the Charter School is in compliance with all provisions of this Charter Contract and NRS 386.562; and NAC 386.400, 386.405, 386.407, 386.180, and 386.204 or other applicable statute and regulation.

2.10.2.2 In no event shall the Charter Board delegate or assign its responsibility for fulfilling the terms of this Charter Contract.

2.10.2.3 Any management contract entered into by Charter School shall include an indemnification provision for the Charter School as follows: "The management company shall indemnify, save and hold harmless against any and all claims, demands, suits, actions, proceedings, losses, costs, judgments, damages, or other forms of liability to third parties, of every kind and description, actual or claimed, including but not limited to attorneys' fees and/or litigation expenses, including but not limited to injury to property or persons (including but not limited to civil rights violations), occurring or allegedly occurring, in connection with the operation of the management company, or from conduct committed or alleged to have been committed by the management company on the premises of the Charter School, or from conduct committed by the management company's employees, officers, directors, subcontractors, or agents, during the term of this Charter Contract or any renewal thereof. Additionally, the management company shall defend the Authority in any such action or proceedings brought thereon. This provision shall survive the termination of this

contract."

2.10.2.4 Should the Charter School propose to enter into a contract with an EMO, the Charter School agrees to submit all information requested by Authority regarding the management arrangement, including a copy of the proposed contract and a description of the EMO, with identification of its principals and their backgrounds. Entering into a contract with an EMO when an EMO was not previously engaged, terminating a contract with an existing EMO, or replacing an existing EMO with another EMO is considered a material amendment of the Charter Contract and the Charter School shall not enter into or terminate such contracts without written Authority approval.

2.10.2.5 Renewal or renegotiation of an existing contract with an EMO requires the Charter School to notify the sponsor, only, and is not considered a material amendment.

2.11 **Employment Matters**

2.11.1 All employees of the Charter School shall be deemed public employees.

2.11.2 The Charter School agrees to comply with the provisions of NRS 386.595 regarding employment status and NRS 386.590 regarding teacher licensure.

2.11.3 Neither the Charter School, nor its employees, agents, nor contractors are employees or agents of the Authority; nor are either the Authority or its employees, agents, or contractors employees or agents of the Charter School. None of the provisions of this Charter Contract will be construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between the Parties other than that of independent Parties contracting solely for the purpose of effectuating this Charter Contract.

2.11.4 The Charter School shall have ultimate responsibility for employment, management, dismissal and discipline of its employees, including key personnel employed by an EMO. The Charter School will establish and implement its own dispute resolution process for employment matters.

2.11.5 The Charter School may not employ instructional personnel whose certificate or license to teach has been revoked or is currently suspended by the state board of education in this state or another state. (NRS 386.590(a))

2.11.6 An employee of a charter school is eligible for all benefits for which the employee would be eligible for employment in a public school, including, without limitation, participation in the Public Employees Retirement System in a manner consistent with NRS 386.595.

2.11.7 The Charter School shall conduct criminal background checks and act in accordance with NRS 386.588.

2.11.8 The Charter School shall maintain employee files as identified in the Operations Manual, which are subject to audit by the Authority or other appropriate entity.

2.11.9 If the Charter School receives Title I funding, it must ensure that 100% of teachers in core academic subjects are Highly Qualified (as defined in the

Elementary and Secondary Education Act) or are working pursuant to a plan to achieve Highly Qualified status.

2.12 **Student Health, Welfare and Safety**

2.12.1 The Charter School shall comply with all applicable federal and state laws and regulations concerning student health, welfare, and safety, including but not limited to state laws regarding the reporting of child abuse, accident prevention and disaster response, and any applicable state and local regulations governing the operation of school facilities.

2.13 **Transportation**

2.13.1 If applicable, the Charter School shall be responsible for providing students transportation consistent with the plan proposed in the approved Charter Application appearing in Exhibit #3 and incorporated herein.

2.13.2 The termination or change of transportation shall constitute a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.

Part 3: Educational Program

3.1 **Design Elements**

3.1.1 The Charter School shall have control over and responsibility for delivery of the educational program and for attainment of the performance standards as set forth in the charter school performance framework (the "Charter School Performance Framework") Exhibit #1 incorporated herein. The Charter School shall have discretion to modify, amend, adapt, and otherwise change the educational program as it deems necessary to achieve the performance standards so long as such changes are consistent with the Charter Application and the Charter Contract.

3.1.2 In determining whether or not the Charter School complies with the essential terms of the educational program, the Authority will use the Charter Application (initial or as amended) as the basis to assess fidelity.

3.2 **Curriculum**

3.2.1 The Charter School's educational program shall meet or exceed Nevada's content standards.

3.2.2 The Charter School shall notify the sponsor of changes to the educational program of the Charter School that the sponsor determines do not depart from the Charter School's mission.

3.3 **Student Assessment**

3.3.1 The Charter School shall be subject to and comply with all requirements related to the state assessment and accountability system for public schools.

3.3.2 Nothing in this section prohibits the Charter School or the Authority from assessing student learning outside of and in addition to the state's testing

program.

3.3.3 Educational program matters not specifically identified in this Charter Contract shall remain within the Charter School's authority and discretion.

3.4 **Special Education**

3.4.1 The Authority is the "local education agency" ("LEA") for purposes of compliance with the Individuals with Disabilities Education Act ("IDEA").

3.4.2 The Charter School shall provide services and accommodations to students with disabilities as set forth in the Charter Application and in accordance with any relevant policies thereafter adopted, as well as with all applicable provisions of the Individuals with Disabilities Education Act (20 U.S.C. § 1401 et seq.) (the "IDEA"), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) (the "ADA"), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) ("Section 504"), and all applicable regulations promulgated pursuant to such federal laws. This includes providing services to enrolled students with disabilities in accordance with the individualized education program ("IEP") prescribed by a student's IEP team. The Charter School shall comply with all applicable requirements of state law and regulation concerning the provision of services to students with disabilities.

3.4.3 An annual Memorandum of Understanding which defines the rights and responsibilities of the Charter School acting as a school of the LEA and the Authority acting as LEA will be annually updated and disseminated by the Authority and signed by the Parties.

3.4.4 The Charter School shall maintain a special education reserve as a financial reserve or demonstrate, to the Authority's satisfaction, that the Charter School carries an insurance policy with sufficient coverage to ensure compliance with the indemnification and financial obligations of the Charter School. Such reserve or insurance product shall not in any way limit the Charter School's obligation in the event the special education reserve or insurance product is insufficient to fully pay costs incurred in connection with any claim or claims, and the Charter School shall remain fully responsible for any and all costs incurred in connection with such claim or claims. The Charter School shall keep any special education reserve separate from and not utilize it to satisfy any other requirements applicable to the Charter School. Any special education reserve shall be maintained in a separate bank account and shall be equal to $25,000 plus the interest that has been earned in this account to date. The Charter School shall fully fund any reserve account by the end of its fifth year of operation and contribute to it in a manner that can reasonably be expected to reach this goal. If money is withdrawn from the reserve account, unless otherwise agreed to in writing by the Authority, the Charter School shall be required to replace all sums withdrawn by the end of the subsequent fiscal year.

3.5 English Language Learners

3.5.1 The Charter School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The Charter School shall adhere to policies and procedures for identifying, assessing and exiting English language learners, consistent with all applicable laws and regulations. The Authority and the Charter School will work to assure compliance with any and all requirements of the state and federal law regarding services to English language learners.

Part 4: Charter School Finance

4.1 Financial Management

4.1.1 The Charter School shall control and be responsible for financial management and performance of the Charter School including budgeting and expenditures. The Charter School shall operate on a fiscal year that begins July 1 and ends June 30.

4.1.2 At all times, the Charter School shall maintain appropriate governance and managerial procedures and financial controls, including without limitation: (1) commonly accepted accounting practices and the capacity to implement them; (2) a bank account maintained within this State; (3) adequate payroll procedures; (4) an organizational chart; (5) procedures for the creation and review of monthly and quarterly financial reports, including identification of the individual who will be responsible for preparing such financial reports in the following fiscal year; (6) internal control procedures for cash receipts, cash disbursements and purchases; and (7) maintenance of asset registers and financial procedures for grants in accordance with applicable federal and state law.

4.1.3 The Charter School shall undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. The results of the audit will be provided to the Authority in written form in accordance with the date established by law and regulation and identified in the Reporting Requirements Manual. The Charter School shall pay for the audit.

4.1.4 The Charter School shall prepare quarterly financial reports for the Authority in compliance with this Charter Contract. Such reports shall be submitted to the Authority no later than fifteen (15) days following the end of each quarter, as defined in the Reporting Requirements Manual.

4.1.5 The Charter School agrees to maintain financial records in accordance with the governmental accounting method required by the Nevada Department of

Education (the "Department") and/or Authority and to make such records available upon request.

4.1.6 The Charter School shall use and follow the chart of accounts and any grant codes as defined by the Department in the Nevada Common Elements for Accounting and Reporting K-12 Educational Finances.

4.1.7 The Charter School shall assure that all financial records for the school are maintained, posted and reconciled at least monthly, and are open for public inspection during reasonable business hours.

4.1.8 The Charter School shall establish procedures for ensuring that funds are disbursed for approved expenditures consistent with the Charter School's budget.

4.1.9 Pursuant to NAC 387.770, the Charter School shall maintain a complete and current inventory of all school property and shall perform a physical inventory annually. Any asset acquired by the Charter School is the property of the Charter School for the duration of the Charter Contract and any subsequent renewals. The Charter School shall take reasonable precautions to safeguard assets acquired with public funds. The Charter School shall manage all assets consistent with the requirements of applicable law and regulation, including without limitation NAC 387.335, 387.342 and 387.360; and NRS 386.536.

4.1.10 If the Charter School's records fail to establish clearly whether an asset was acquired with the use of public funds, the assets shall be deemed to be public assets.

4.1.11 Except as may be expressly provided in this Charter Contract, as set forth in any subsequent written agreement between the Charter School and the Authority pursuant to NRS 386.561, or as may be required by law, neither the Charter School nor the Authority shall be entitled to the use of or access to the services, supplies, or facilities of the other. Any service agreements between the Authority and the Charter School shall be subject to all terms and conditions of this Charter Contract, except as may be otherwise agreed in writing. The purchase of any services not expressly required under this contract or set forth in any subsequent written agreement between the Charter School and the Authority or required by law, shall not be a condition of the approval or continuation of this contract.

4.1.12 The Charter School shall comply with other requirements as may be imposed through state law or regulation, from time to time, on charter school finances, budgeting, accounting, and expenditures, provided that the Authority shall provide technical assistance regarding material changes to state law and regulation, and the Parties will collaborate to assure that they each remain reasonably current on the impact of any modifications on charter schools. The Parties agree that the Charter School retains primary responsibility for compliance with state law and regulation.

4.1.13 The Charter School is solely responsible for all debt it incurs, and the Authority shall not be contractually bound on the Charter School's account to any third party. A statement to this effect shall be a provision of any and all contracts entered into by the Charter School.

4.2 **Budget**

4.2.1 In accordance with law and regulation and as identified in the Reporting Requirements Manual, the Charter School shall submit to the Department and the Authority the school's tentative budget for the upcoming fiscal year and the Charter School shall submit to the Department and the Authority the school's final budget for the upcoming fiscal year. The budget shall:

4.2.1.1 Be presented on forms prescribed by the Nevada Department of Taxation; and

4.2.1.2 Not provide for expenditures, inter-fund transfers, or reserves in excess of available revenues plus beginning fund balances.

4.3 **Charter School Funding**

4.3.1 Charter School shall receive, directly from the Department, state and local aid in an amount equal to its weighted count of enrollment multiplied by the per pupil Distributive School Account amount for the county of residence of each student plus the per pupil Outside Revenue amount for that county. The count of pupils for calculating the basic support for distribution to a charter school is the weighted count of enrollment of pupils on the last day of the first school month of the school district in which the charter school is located for the school year ("Count Day"). The first school month is the thirty day period beginning on the first day of a school year, so long as that thirty day period includes at least twenty school days.

4.3.2 The Charter School shall maintain and transmit all necessary student information in the format prescribed by the Department to evidence enrollment and attendance of students for purposes of receiving state aid. The Charter School will receive state payment from the Distributive School Account directly from the Department, based on the number of pupils enrolled on Count Day.

4.3.3 The Charter School shall receive state aid payments quarterly unless the quarterly payments exceed $500,000 at which time the Department will pay state aid in monthly installments directly to the Charter School.

4.3.4 All state aid payments to the Charter School are subject to correction pending the outcome of the Department's annual Pupil Enrollment and Attendance Audit.

4.4 **Authority Funding**

4.4.1 The yearly sponsorship fee to be paid by the Charter School to the Authority must be in an amount of money not to exceed two (2) percent but at least one (1) percent of the total amount of money apportioned to the Charter School

during the school year pursuant to NRS 387.124. (NRS 386.570)

4.4.2 The Authority shall notify the Charter School in February of the fee anticipated to be charged pursuant to NRS 386.570 in the following fiscal year.

Part 5: Insurance and Legal Liabilities

5.1 Insurance

5.1.1 The Charter School shall provide and maintain, at its sole expense without reimbursement, adequate insurance, pursuant to NAC 386.215, necessary for the operation of the school, including but not limited to, property insurance, general liability insurance, workers' compensation insurance, unemployment compensation insurance, motor vehicle insurance, and errors and omissions insurance covering the Charter School and its employees. Should the State legislature or State Board of Education change the amount and/or type of insurance coverage required, the Charter School shall take necessary steps to ensure compliance with the law or regulation within thirty (30) days of receiving notice by the Authority of such change. The Authority shall be named as additional insured under all insurance policies identified under NAC 386.215.

5.2 Liability

5.2.1 As required by NRS 386.550, the Charter School agrees that the Authority is not liable for the acts or omissions of the Charter School, its officers, agents, or employees. The Charter School agrees to defend, indemnify, and hold the Authority, its agents and employees, harmless from all liability, claims and demands on account of contract, injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with the Charter School's operations.

5.2.2 If the Charter School files a voluntary petition for bankruptcy or is declared bankrupt during a school year, neither the State of Nevada nor the Authority may be held liable for any claims resulting from the bankruptcy pursuant to NRS 386.575.

Part 6: Transparency and Accountability

6.1 Charter School Reporting

6.1.1 The Authority shall provide the Charter School with a Reporting Requirements Manual on or before the commencement of the contract year and updated at least annually. The Authority shall endeavor to make the Reporting Requirements Manual as complete as possible. The Charter School shall be responsible for submitting timely and complete reports in accordance with the Reporting Requirements Manual.

6.1.2 The Authority shall provide the Charter School with an Operations Manual on or before the commencement of the contract year and updated at least

annually.

6.2 **Additional Reporting**

6.2.1 The Charter School shall be responsible for additional reporting as required for compliance with state law and regulation, federal requirements, and other applicable external reporting requirements.

6.3 **Authority Reporting**

6.3.1 The Authority shall produce and make available reports to the Charter School in a manner consistent with the Reporting Requirements Manual.

Part 7: Oversight

7.1 **Authority**

7.1.1 Pursuant to NRS 386.509, the Authority shall have broad oversight authority over the Charter School and may take all reasonable steps necessary to confirm that the Charter School is and remains in material compliance with this Charter Contract, the Charter Application, and applicable law and regulation. The Authority's oversight of the Charter School shall include, but not be limited to, the following activities:

7.1.1.1 Oversight, intervention, termination, renewal, and closure processes and procedures for the Charter School;

7.1.1.2 Reviewing the performance and compliance of the Charter School within the terms of this Charter Contract and applicable laws, policies and regulations;

7.1.1.3 Ensuring the Charter School's compliance with reporting requirements;

7.1.1.4 Monitoring the educational, legal, fiscal, and organizational condition of the Charter School; and

7.1.1.5 Providing guidance to the Charter School on compliance and other operational matters.

7.2 **Inspection**

7.2.1 All records established and maintained in accordance with the provisions of this Charter Contract, applicable policies and/or regulations, and federal and state law shall be open to inspection by the Authority and other applicable agencies, entities, or individuals within a reasonable period of time after request is made.

7.3 **Site Visits**

7.3.1 The Authority shall visit the Charter School at least once as a component of the Mid-Term evaluation as defined in the Charter School Performance Framework. Authority may, at its discretion, conduct formal, targeted school visits. Such site visits may include any activities reasonably related to fulfillment of its oversight responsibilities including, but not limited to, inspection of the facilities; inspection of records maintained by the Charter School; and interviews of school and other stakeholders.

7.4 **Notification**

7.4.1 The Charter School shall notify the Authority immediately of any conditions that it knows are likely to cause it to violate the terms of this Charter Contract or the Charter Application. Such notification shall not be construed as relief from the Charter School's responsibility to correct such conditions.

7.4.2 The Charter School shall notify the Authority immediately of any circumstances requiring the closure of the Charter School, including but not limited to natural disaster, other extraordinary emergency, or destruction of or damage to the school facility.

7.4.3 The Charter School shall immediately notify the Authority of the arrest or charge of any members of the Charter Board or any Charter School employee for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, any crime or misdemeanor constituting an act against a minor child or student, or of the investigation of a member of the Charter Board or any Charter School employee for child abuse.

7.4.4 The Charter School shall notify the Authority immediately of any change to its corporate legal status.

7.4.5 The Charter School shall notify the Authority immediately of any default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more.

7.4.6 The Charter School shall notify the Authority immediately if at any time the Charter School receives notice or is informed that the Charter School or the Authority are parties to a legal suit.

7.5 **Intervention**

7.5.1 Consistent with any oversight practices set out in the Charter School Performance Framework, the Authority shall follow a progressive system of notification and calls for corrective action on the part of the Charter School.

7.5.2 Any complaints or concerns received by the Authority about the Charter School or its operation including but not limited to complaints filed with the Office for Civil Rights, the Nevada Attorney General's Office, and Equal Employment Opportunity Commission, shall be forwarded promptly by the Authority to the Charter School.

7.5.3 The Charter School shall promptly forward to the Authority any formal complaints or concerns received by the Charter School filed with or from the Office for Civil Rights, the Nevada Attorney General's Office, Equal Employment Opportunity Commission, and/or formal grievances filed by any party with the Charter Board. Such forwarding of complaints or concerns shall not relieve Charter School of the responsibility of resolving the complaints or concerns.

7.5.4 The Charter School shall indemnify the Authority for any costs, attorney fees, and/or financial penalties imposed on the Authority by state and/or federal

authorities due to actions or omissions of the Charter School relative to regulatory compliance.

7.5.5 To the extent that concerns or complaints received by the Authority about the Charter School may trigger Authority intervention, including termination or non-renewal of the Charter Contract, the Authority may monitor the Charter School's handling of such concerns or complaints. In such cases, the Authority may request and the Charter School shall provide information regarding the Charter School's actions in responding to those concerns or complaints.

Part 8: Termination and Default Termination

8.1 Termination

8.1.1 As provided by law, this Charter Contract may at any time be terminated by the Authority before its expiration upon determination and majority vote of the Authority that the Charter School, its officers or its employees:

8.1.1.1 Committed a material breach of the terms and conditions of the Charter Contract;

8.1.1.2 Failed to comply with generally accepted standards of fiscal management;

8.1.1.3 Failed to comply with the provisions of NRS 386.490 to 386.610, inclusive, or any other statute or regulation applicable to charter schools; or

8.1.1.4 Persistently underperformed, as measured by the performance indicators, measures and metrics set forth in the Charter School Performance Framework for the Charter School.

8.1.2 The Charter Contract may be terminated by the Authority if the Charter School has filed for a voluntary petition of bankruptcy, is adjudicated bankrupt or insolvent, or is otherwise financially impaired such that the Charter School cannot continue to operate.

8.1.3 The Charter Contract may be terminated by the Authority if the Authority determines that termination is necessary to protect the health and safety of the pupils who are enrolled in the Charter School or persons who are employed by the Charter School from jeopardy, or to prevent damage to or loss of property of the school district or the community in which the Charter School is located.

8.1.4 In any instance of termination, the Authority shall provide to the Charter School written notice of termination, which notice shall include its findings and reasons for such action, and adhere to the process outlined in NRS 386.535.

8.2 Default Termination

8.2.1 The Authority shall terminate the Charter Contract if the school receives three consecutive annual ratings established as the lowest rating possible indicating underperformance of a public school, as determined by the Department pursuant to the statewide system of accountability for public schools. The

Charter School's annual rating for any school year before the 2013-2014 school year must not be included in the count of consecutive annual ratings.

8.3 **Other Remedies**

8.3.1 The Authority may impose other appropriate remedies for breach including, but not limited to, a required corrective action plan.

Part 9: Closure

9.1 **Closure**

9.1.1 In the event that the Charter School is required to cease operation for any reason, including but not limited to non-renewal, termination, or voluntary surrender of the Charter Contract, the Charter School shall cooperate fully with the Authority to ensure the orderly closure of the Charter School in a manner consistent with state law and regulation (NRS 386.536), including, but not limited to:

9.1.1.1 Securing student records; assisting students with their enrollment in other schools; financial responsibilities and preserving financial records.

Part 10: Dispute Resolution

10.1 **Dispute Resolution**

10.1.1 Parties agree to implement the following dispute resolution plan in good faith:

For purposes of this section, a "dispute" is a disagreement over a non-material matter concerning the operation of the charter school. In the event a dispute arises between the Charter School and the Authority or its staff, the charter school shall submit, in writing, a statement outlining its complaint and proposed resolution to the Director of the Authority or his/her designee for review. The Director will respond to the complaint and proposed resolution, in writing, within thirty (30) calendar days outlining whether or not he/she agrees with the complaint and whether he/she accepts the proposed resolution or offers an alternative resolution to the complaint. If the charter school is not satisfied with the response from the Director, it may request, in writing, a review by the President of the Authority. The President of the Authority will respond, in writing, within fifteen (15) calendar days stating whether or not he/she agrees with the complaint and if so, whether he/she agrees with the proposed resolution, or proposing an alternative resolution to the charter school. In the event these representatives are unable to resolve the dispute informally, pursuant to this procedure, the complaint and proposed resolution will be submitted to the Authority at the next available meeting for its consideration. The Authority will decide whether or not it agrees with the complaint or any proposed resolution. Any decision by the Authority is final.

Part 11: School Performance Standards and Review

11.1 Performance Standards

11.1.1 The Charter School Performance Framework is composed of indicators, measures, metrics, targets, and ratings to measure the academic, financial, organizational and mission specific, if applicable, performance of the Charter School. Pursuant to NRS 386.527, the performance framework is incorporated into this Charter Contract as set forth in the Charter School Performance Framework in Exhibit #1.

11.1.1.1 The Authority may, upon request for a material amendment from the Charter Board, include additional rigorous, valid and reliable performance indicators that are specific to the Mission of the Charter School and complementary to the existing measures.

11.1.1.2 The Charter School Performance Framework shall supersede and replace any and all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the approved Charter Application and not explicitly incorporated into the Charter School Performance Framework. The specific terms, form and requirements of the Charter School Performance Framework, including any required indicators, measures, metrics, and targets, are determined by the Authority and will be binding on the Charter School.

11.1.2 According to the Charter School Performance Framework, the Charter School shall annually:

11.1.2.1 Meet or exceed standards on the academic indicators;

11.1.2.2 Demonstrate financial sustainability through meeting standards on the financial indicators;

11.1.2.3 Operate in compliance with the terms and conditions of this Charter Contract; and

11.1.2.4 If applicable, demonstrate sound performance on mission specific indicators.

11.2 Review

11.2.1 The Authority shall monitor and periodically report on the Charter School's progress in relation to the indicators, measures, metrics and targets set out in the Charter School Performance Framework. Such reporting shall take place at least annually.

11.2.2 The Charter School's performance in relation to the indicators, measures, metrics and targets set forth in the Charter School Performance Framework shall provide the basis upon which the Authority will decide whether to renew the Charter Contract at the end of the term.

11.2.3 The Parties intend that, where this Charter Contract references or is contingent upon state or federal accountability laws, that they be bound by any applicable

modification or amendments to such laws upon the effective date of said modifications or amendments. The specific terms, form and requirements of the Charter School Performance Framework may be modified or amended to the extent required to align with changes to applicable state or federal accountability requirements, as set forth in law. In the event that any such modifications or amendments are required, the Authority will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the Charter School Performance Framework as initially established in the Charter Contract.

Part 12: Contract Construction

12.1 **Entire Charter Contract**

12.1.1 The Parties intend this Charter Contract, including all exhibits hereto, to represent a final and complete expression of their agreement, which shall be considered the Charter Contract. All prior representations, understandings and discussions are merged herein, and no course of prior dealings between Parties shall supplement or explain any terms used in this document. The Parties recognize that amendments to this Charter Contract may be approved from time to time hereafter.

12.2 **Authority**

12.2.1 The individual officers, agents and employees of the Parties do hereby individually represent and warrant that they have full power and lawful authority to execute this Charter Contract.

12.3 **Notice**

12.3.1 Any notice required, or permitted, under this Charter Contract shall be in writing and shall be effective upon personal delivery, subject to verification of service or acknowledgment of receipt, or three (3) days after mailing when sent by certified mail, postage prepaid to the following:

In the case of State Public Charter School Authority:
Director
1749 N. Stewart St, Suite 40
Carson City, NV 89706

In the case of Charter School:

12.4 **Waiver**

12.4.1 The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or taken to constitute a waiver of any succeeding or other breach.

12.5 **Non-Assignment**

12.5.1 Neither party to this Charter Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Charter Contract unless the other party agrees in writing to any such assignment.

12.6 **Applicable Law**

12.6.1 This Charter Contract shall be governed by and construed in accordance with the laws of the State of Nevada, including all requirements imposed by regulation and Authority policy, and all applicable federal laws of the United States.

12.6.2 The Parties intend that, where this Charter Contract references federal or state laws, they be bound by any amendments to such laws upon the effective date of such amendments.

12.7 **Material Amendments**

12.7.1 Material amendments require Authority approval. Pursuant to NRS 386.527 any material amendment to this Charter Contract will be effective only if approved in writing by the Authority. The proposed amendment must be submitted in a manner consistent with applicable law and regulation and defined in the Operations Manual. A material amendment shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority. Changes in operation that are considered material and require the Charter School to obtain an amendment to this Charter Contract include, but are not limited to, the following:

12.7.1.1 Change in the Charter School's Pre-Opening Requirements (see 1.9.1);

12.7.1.2 Change in the Charter School's location (change of site and/or adding or deleting sites) (see 1.7.4);

12.7.1.3 Changes to the Mission Statement (see 2.2.1);

12.7.1.4 Elimination of a grade level served or expansion to serve a grade level not served (see 2.3.3);

12.7.1.5 10% annual increase or decrease in total enrollment pursuant to 2.3.3 of this Charter Contract;

12.7.1.6 Changes to the name of the Charter School;

12.7.1.7 Entering into a contract with an Educational Management Organization or terminating a contract with an Educational Management Organization pursuant to 2.10.2.4 of this Charter Contract;

12.7.1.8 Changes to the Mission Specific indicators (see 11.1.1.1);

12.7.1.9 Changes to pupil transportation plans (see 2.13.2).

12.8 **Non-Material Change - Notification Required**

12.8.1 Changes to this Charter Contract listed below do not require amendment as described in NRS 386.527; rather, such changes shall be accomplished through written notification. Changes requiring notification include, but are not limited to:

12.8.1.1 Mailing address, phone and fax number of the Charter School;
12.8.1.2 Changes in the lead administrator of the Charter School;
12.8.1.3 Changes in the composition of the Charter Board (see 1.5.5.2);
12.8.1.4 Changes to the Bylaws and/or Articles of Incorporation (see 1.5.5.1); and
12.8.1.5 Educational program that the sponsor determines do not depart from the school's mission (see 3.2.2).

12.9 **Other Changes – Determination as Material or Non-Material, Requiring Notification or Not.**

12.9.1 The Charter School may, from time to time, contemplate a change to the Charter School that is not identified within this Charter Contract as a Material Amendment or as a Non-Material Change that requires notification. In such an event, the Charter School is obligated to request, in writing, the determination of the Authority as to whether or not such a change requires a Material Amendment (12.7) or Notification (12.8).

12.10 **Severability**

12.10.1 The provisions of this Charter Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Charter Contract shall remain in effect unless otherwise terminated by one or both of the Parties.

12.11 **Third Parties**

12.11.1 This Charter Contract shall not create any rights in any third parties who have not entered into this Charter Contract; nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Charter Contract.

12.12 **Counterparts; Signatures**

12.12.1 The Charter Contract may be signed in counterparts, which shall together constitute the original Charter Contract. Signatures received by facsimile or email by either of the Parties shall have the same effect as original signatures.

12.13 **Material Breach**

12.13.1 A material breach is defined as a violation of this Charter Contract which is substantial and significant as determined by the Authority.

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Charter Contract:

Sheila R. Moulton
President, Charter Board

Please print your name: Sheila R. Moulton

Date: 3-25-2014

_____
Chair, State Public Charter School Authority

Please print your name: _____

Date: _____

Attachment 5: Lease Agreement

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Charter Contract:

Sheila R. Moulton
President, Charter Board

Please print your name: Sheila R. Moulton

Date: 3-25-2014

Kathleen A. Conaboy
Chair, State Public Charter School Authority

Please print your name: Kathleen Conaboy

Date: 3-31-2014

EXHIBIT #1

Charter School Performance Framework

EXHIBIT #2

Articles of Incorporation, if applicable

EXHIBIT #3

Charter Application

EXHIBIT #4

Pre-Opening Requirements

Attachment 5: Lease Agreement

EXITING PLAN LEGEND

- X OCC — DIRECTION AND NUMBER OF OCCUPANTS AT INDICATED EXIT
- PATH OF EGRESS TRAVEL. (Travel distance shown from most remote point to reflect compliance to exit access travel distance per IBC Table 1016.2 in use of exit access stairways per IBC 1016.3.1.
- PH — INDICATES PANIC HARDWARE PROVIDED AT EXIT DOOR
- EXIT SIGN. REFER TO ELECTRICAL
- FEC FE — INDICATES LOCATION OF FIRE EXTINGUISHER CABINET / FIRE EXTINGUISHER WITH A MAXIMUM TRAVEL DISTANCE OF 75'-0". - TYPICAL MINIMUM CAPACITY SHALL BE 2A:10:BC. WHERE PROVIDED IN ELECTRICAL ROOMS, MINIMUM CAPACITY SHALL BE 2A:20B:C

ROOM NAME
- #SF — ROOM SQUARE FOOTAGE
- #/# — OCCUPANT LOAD FACTOR PER IBC TABLE 1004.1.2
- # OCC — OCCUPANT LOAD
- X — ROOM OCCUPANCY TYPE PER IBC CHAPTER 3

- # OCC — OCCUPANT LOAD
- 0" 0" — DOOR / STAIR WIDTH REQUIRED
  Per IBC 1005.3.1 Stairways exception:
  egress capacity factor of 0.2 inch per occupant
  Per IBC 1005.3.2 Other egress components exception:
  Egress capacity factor of 0.15 inch per occupant
- DOOR / STAIR WIDTH PROVIDED

EXITING PLAN KEYNOTES

1. PORTABLE FIRE EXTINGUISHERS TO BE PROVIDED PER IBC SECTION 906. QUANTITIES AND LOCATIONS TO COMPLY WITH TABLE 906.3(1) WITH MINIMUM TRAVEL DISTANCE TO EACH EXTINGUISHER NOT TO EXCEED 75'-0" MAX TRAVEL DISTANCE AS A MINIMUM.
2. PROVIDE OCCUPANT LOAD SIGN - MAXIMUM OCCUPANCY OF "814". REFERENCE SHEET A12.27 SIGN 'K'.
3. PROVIDE OCCUPANT LOAD SIGN - MAXIMUM OCCUPANCY OF "63". REFERENCE SHEET A12.27 SIGN 'K'.

OCCUPANT LOAD - BUILDING 'B'

Function of space	Floor Area (sf)	Occupant Load Factor	Occupant Load
FIRST FLOOR			
Assembly (Concentrated)	5,692 sf	7 net	814 occupants
Stages and platforms	641 sf	15 net	43 occupants
Kitchen	623 sf	200 gross	4 occupants
Accessory storage areas, mech eqpm	510 sf	300 gross	4 occupants
Toilet / Circulation / Structure	2,184 sf		
			885 occupants
		Total building occupants	885 occupants

* Floor areas indicated are a summation of all areas however occupant loads are figured as a summation of rounded up individual area occupant loads to coincide with exiting plans.

OCCUPANT LOAD - BUILDING 'A'

Function of space	Floor Area (sf)	Occupant Load Factor	Occupant Load
FIRST FLOOR			
Educational (Classroom)	13,196 sf	20 net	673 occupants
Day care	2,108 sf	35 net	61 occupants
Business	4,279 sf	100 gross	43 occupants
Accessory storage areas, mech eqpm	654 sf	300 gross	3 occupants
Toilet / Circulation / Structure	6,566 sf		
			780 occupants
SECONE FLOOR			
Educational (Classrom)	16,250 sf	20 net	830 occupants
Accessoy storage areas, mech eqpm	706 sf	300 gross	3 occupants
Toilet / Circulation / Structure	4,511 sf		
			833 occupants
		Total building occupants	1,613 occupants

* Floor areas indicated are a summation of all areas however occupant loads are figured as a summation of rounded up individual area occupant loads to coincide with exiting plans.

ASSEMBLY MAIN EXIT:
REQUIRED OCC. LOAD CAPACITY 880/2 = 440
REQUIRED MAIN EXIT WIDTH 440 X 0.15 = 66"
PROVIDED MAIN EXIT WIDTH 64" x 2 = 128"

ASSEMBLY OTHER EXITS
REQUIRED OCC. LOAD CAPACITY 880/2 = 440
REQUIRED OTHER EXIT WIDTH 440 X 0.15 = 66"
PROVIDED OTHER EXIT WIDTH = 64" x 2 =128"

COMMON PATH OF EGRESS TRAVEL TO TWO POINTS OF EXIT ACCESS = 40'-0" PER IBC TABLE 1014.3, MAX = 75'

EXIT ACCESS TRAVEL DISTANCE TO EXTERIOR EXIT DISCHARGE = 186'-0" PER IBC TABLE 1016.2, MAX = 250'

SECOND FLOOR EXITING PLAN

FIRST FLOOR EXITING PLAN

SHADED AREA INDICATES 'B' BUSINESS OCCUPANCY

A EXITING PLANS

SCALE: 1/16" = 1'-0"

ethos three architecture
9050 S. Eastern Avenue, Suite 200 Las Vegas, NV 89123
p: 702.407.1077 www.ethosthree.com

JOHN CHARLES OPPENHEIM REGISTERED No. 6382 ARCHITECT STATE OF NEVADA

JANUARY 30, 2017

MATER ACADEMY
BONANZA CAMPUS
4760 E BONANZA RD
LAS VEGAS, NV 89110

Drawings and specifications remain the property of the design professional. Copies of the drawings and specifications retained by the client may be utilized only for his use and for occupying the project for which they are prepared, and not for construction of any other project.

delta	date	description
1	1/30/17	Owner Changes

2015111
project number

AUGUST 8, 2016
date

EXITING PLANS

A0.10

Attachment 7: Current Facility Owner

Property Owner Contact Information:

TA Las Vegas 4760 EBR LLC
A Delaware Limited Liability Company
c/o Turner-Agassi Charter School Facilities Fund, L.P.
3000 Olympic Blvd.
Building 5, Suite 2120
Santa Monica, CA 90404

Attachment 8: Certificate of Occupancy

Certificate of Occupancy

City of Las Vegas, Nevada
Department of Building & Safety

This Certificate issued pursuant to the requirements of the International Building Code indicating that at the time of issuance this building or structure was inspected for substantial compliance with the adopted technical Codes of the City regulating building construction or use. Any Certificate of Occupancy presuming to authorize a violation of the code or other ordinance is declared invalid.

Building Permit No: **C-321127**

Building Address **4760 E Bonanza Rd** Suite No. _____

Type of Construction **VB** Occupancy Classification **E** Area **60275** S.F

Building Owner's Name: **T A LAS VEGAS 4760 E B R L L C**

Owner's Address: **3000 OLYMPIC BLVD Santa Monica, CA 90404**

Tenant's Name: **MATER ACADEMY BONANZA CAMPUS**

Code Year: **2012**

Occupant Load: **3383**

By: _____

Kevin T. McOsker
BUILDING OFFICIAL

POST IN CONSPICUOUS PLACE

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Inspection Status							
Insp. Type	**Insp. Count**	**Description**	**Status**	**Scheduled Date**	**Completion Date**	**Inspector**	**Location**
101	2	FOOTING	Unrequested				
101	1	FOOTING	Cancelled	02/09/2017	02/09/2017		
Comments	Schedule IWR confirmation #097867-02 Contractor Phone #7027381120 Special Instructions: Please call when arriving 101 | 890401 | Other | THIRD PARTY INSPECTED PROVIDE PAD CERT						
105	2	PRE-SLAB	Passed	03/17/2017	03/17/2017		
105	1	PRE-SLAB	Cancelled	02/09/2017	02/09/2017		
Comments	Schedule IWR confirmation #097867-03 Contractor Phone #7027381120 Special Instructions: Please call when arriving 105 | 890401 | Other | THIS INSPECTION IS THIRD PARTY INSPECTED PROVIDE PAD CERT						
107	4	ROOF SHEATHING	Partpassed	03/15/2017	03/15/2017		
Comments	107 | 982245 | See Notes | 2nd floor floor sheathing see plan, 107 | 982245 | See Notes | WALKED 1ST FLOOR TRUSSES,FIX 10FT OC BOTTOM CHORD BRACING THROUGHOUT,2-TRUSS FIXS REPAIRED PER TRUSS DETAIL,1RST FLOOR SHEATHING OK, 107 | 982245 | See Notes | INFORMATIONAL,ON SCHEDULING REQ INSPS, 107 | 982245 | See Notes | 2ND FL ROOF WALK,NAIL FIELDS A AREA,AND DIAPHRAGM NAIL FULL DEPTH SHEAR PANELS 2ND FLOOR HALLWAY SHEAR WALLS						
107	7	ROOF SHEATHING	Partpassed	03/22/2017	03/22/2017		
Comments	107 | 890051 | See Notes | AREA -A,LOW ROOFS SHEATHING OK,NAIL OFF CORNER CRICKET ,AT ROOF HATCH						
107	9	ROOF SHEATHING	Passed	03/23/2017	03/23/2017		
107	3	ROOF SHEATHING	Partpassed	03/13/2017	03/14/2017		

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
Comments							
		107 | 890051 | See Notes | 2ND FL ROOF WALK,NAIL FIELDS A AREA,AND DIAPHRAGM NAIL FULL DEPTH SHEAR PANELS 2ND FLOOR HALLWAY SHEAR WALLS, 107 | 890051 | See Notes | WALKED 1ST FLOOR TRUSSES,FIX 10FT OC BOTTOM CHORD BRACING THROUGHOUT,2-TRUSS FIXS REPAIRED PER TRUSS DETAIL,1RST FLOOR SHEATHING OK, 107 | 890051 | See Notes | INFORMATIONAL,ON SCHEDULING REQ INSPS					
107	6	ROOF SHEATHING	Cancelled	03/21/2017	03/21/2017		
Comments							
		107 | 982245 | Work Not Ready | contractor cancelled , 107 | 982245 | See Notes | WALKED 1ST FLOOR TRUSSES,FIX 10FT OC BOTTOM CHORD BRACING THROUGHOUT,2-TRUSS FIXS REPAIRED PER TRUSS DETAIL,1RST FLOOR SHEATHING OK, 107 | 982245 | See Notes | ROOF NAILING OK ALL BUT DRAG STAPS ACCROSS HALLWAYS , 107 | 982245 | See Notes | INFORMATIONAL,ON SCHEDULING REQ INSPS, 107 | 982245 | See Notes | 2nd floor floor sheathing see plan, 107 | 982245 | See Notes | 2ND FL ROOF WALK,NAIL FIELDS A AREA,AND DIAPHRAGM NAIL FULL DEPTH SHEAR PANELS 2ND FLOOR HALLWAY SHEAR WALLS					
107	5	ROOF SHEATHING	Partpassed	03/17/2017	03/17/2017		
Comments							
		107 | 890051 | See Notes | ROOF NAILING OK ALL BUT DRAG STAPS ACCROSS HALLWAYS , 107 | 890051 | See Notes | WALKED 1ST FLOOR TRUSSES,FIX 10FT OC BOTTOM CHORD BRACING THROUGHOUT,2-TRUSS FIXS REPAIRED PER TRUSS DETAIL,1RST FLOOR SHEATHING OK, 107 | 890051 | See Notes | INFORMATIONAL,ON SCHEDULING REQ INSPS, 107 | 890051 | See Notes | 2nd floor floor sheathing see plan, 107 | 890051 | See Notes | 2ND FL ROOF WALK,NAIL FIELDS A AREA,AND DIAPHRAGM NAIL FULL DEPTH SHEAR PANELS 2ND FLOOR HALLWAY SHEAR WALLS					
107	8	ROOF SHEATHING	Closed	03/23/2017	03/23/2017		
107	1	ROOF SHEATHING	Partpassed	02/22/2017	02/22/2017		

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
Comments	107 | 890051 | See Notes | INFORMATIONAL,ON SCHEDULING REQ INSPS						
107	2	ROOF SHEATHING	Partpassed	03/09/2017	03/09/2017		
Comments	107 | 890051 | See Notes | WALKED 1ST FLOOR TRUSSES,FIX 10FT OC BOTTOM CHORD BRACING THROUGHOUT,2-TRUSS FIXS REPAIRED PER TRUSS DETAIL,1RST FLOOR SHEATHING OK, 107 | 890051 | See Notes | INFORMATIONAL,ON SCHEDULING REQ INSPS						
109	15	SHEAR	Passed	04/10/2017	04/10/2017		
Comments	Schedule IWR confirmation #910424-04 Contractor Phone #7027381120 Special Instructions:						
109	5	SHEAR	Cancelled	03/15/2017	03/15/2017		
Comments	109 | 982245 | See Notes | contractor cancelled , 109 | 982245 | See Notes | PARTIAL 2ND FL WALK,MAKE SURE TO NAIL ROOF SHEATHING INTO FULL DEPTH SHEAR WALL PANEL BLKS, 109 | 982245 | See Notes | AREA A,1RST FLOOR EXT,INT SHEAR WALLS AND HOLDOWNS,EAST OF CMU AREA WALL,, 109 | 982245 | See Notes | 1RST FLOOR TRUSSES WALKED BOTTOM 10FT OC BRACING CHOPPED OUT,REPAIR FOR FUTURE INSP						
109	11	SHEAR	Cancelled	03/24/2017	03/27/2017		
Comments	109 | 982245 | Work Not Ready | contractor cancelled , 109 | 982245 | See Notes | BLDG A AREA A,ROOF AND SHEAR, 109 | 982245 | See Notes | 2ND FLOOR AREA B,INTERIOR SHEAR WALLS AND HARDWARE, 109 | 982245 | $100.00 re-inspection fee required | 2ND FL INT SHEAR WALLS ALL BUT DOUBLE SIDED SHEAR WALLS						
109	13	SHEAR	Failed	04/04/2017	04/04/2017		

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
Comments	Schedule IWR confirmation #826248-02 Contractor Phone #7027331120 Special Instructions: 109 | 890051 | See Notes | RENAIL ALL 1RST FLOOR DOUBLE SIDED SHEAR WALL,4-8 NAILING,MISSED AREA C SHEAR,AND CS STRAP PENETRATIONS, 109 | 890051 | Work Not Ready | contractor cancelled , 109 | 890051 | See Notes | PER S, 109 | 890051 | See Notes | BLDG A AREA A,ROOF AND SHEAR, 109 | 890051 | See Notes | 2ND FLOOR AREA B,INTERIOR SHEAR WALLS AND HARDWARE, 109 | 890051 | $100.00 re-inspection fee required | 2ND FL INT SHEAR WALLS ALL BUT DOUBLE SIDED SHEAR WALLS							
109	8	SHEAR	Partpassed	03/22/2017	03/22/2017		
Comments	109 | 890051 | $100.00 re-inspection fee required | 2ND FL INT SHEAR WALLS ALL BUT DOUBLE SIDED SHEAR WALLS, 109 | 890051 | See Notes | 2ND FLOOR AREA B,INTERIOR SHEAR WALLS AND HARDWARE						
109	4	SHEAR	Partpassed	03/13/2017	03/14/2017		
Comments	109 | 890051 | See Notes | PARTIAL 2ND FL WALK,MAKE SURE TO NAIL ROOF SHEATHING INTO FULL DEPTH SHEAR WALL PANEL BLKS, 109 | 890051 | See Notes | AREA A,1RST FLOOR EXT,INT SHEAR WALLS AND HOLDOWNS,EAST OF CMU AREA WALL,, 109 | 890051 | See Notes | 1RST FLOOR TRUSSES WALKED BOTTOM 10FT OC BRACING CHOPPED OUT,REPAIR FOR FUTURE INSP						
109	12	SHEAR	Cancelled	03/28/2017	03/28/2017		

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
Comments	Schedule IWR confirmation #760490-04 Contractor Phone #7027381120 Special Instructions: 109 | 890051 | See Notes | PER S, 109 | 890051 | Work Not Ready | contractor cancelled , 109 | 890051 | See Notes | BLDG A AREA A,ROOF AND SHEAR, 109 | 890051 | See Notes | 2ND FLOOR AREA B,INTERIOR SHEAR WALLS AND HARDWARE, 109 | 890051 | $100.00 re-inspection fee required | 2ND FL INT SHEAR WALLS ALL BUT DOUBLE SIDED SHEAR WALLS						
109	10	SHEAR	Partpassed	03/23/2017	03/23/2017		
Comments	Schedule IWR confirmation #694974-02 Contractor Phone #7027381120 Special Instructions: 109 | 890051 | See Notes | BLDG A AREA A,ROOF AND SHEAR, 109 | 890051 | See Notes | 2ND FLOOR AREA B,INTERIOR SHEAR WALLS AND HARDWARE, 109 | 890051 | $100.00 re-inspection fee required | 2ND FL INT SHEAR WALLS ALL BUT DOUBLE SIDED SHEAR WALLS						
109	3	SHEAR	Partpassed	03/09/2017	03/09/2017		
Comments	109 | 890051 | See Notes | 1RST FLOOR TRUSSES WALKED BOTTOM 10FT OC BRACING CHOPPED OUT,REPAIR FOR FUTURE INSP, 109 | 890051 | See Notes | AREA A,1RST FLOOR EXT,INT SHEAR WALLS AND HOLDOWNS,EAST OF CMU AREA WALL,						
109	2	SHEAR	Partpassed	03/08/2017	03/08/2017		
Comments	109 | 890051 | See Notes | AREA A,1RST FLOOR EXT,INT SHEAR WALLS AND HOLDOWNS,EAST OF CMU AREA WALL,						
109	1	SHEAR	Partpassed	03/07/2017	03/07/2017		
Comments	AREA C AND B,1RST FLOOR EXTER,INTER SHEAR WALL,AND HOLDOWNS PER HIGHLIGHTED APPROVED M8NI PLANS						
109	7	SHEAR	Cancelled	03/21/2017	03/21/2017		

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
Comments							
		109 | 982245 | Work Not Ready | contractor cancelled ,					
		109 | 982245 | See Notes | contractor cancelled ,					
		109 | 982245 | See Notes | PARTIAL AREA C 2ND FL SHEAR WALLS EXT,INT,ADD ROOF DRAG STAPPING PER PLAN ACCROSS HALLWAYS,					
		109 | 982245 | See Notes | PARTIAL 2ND FL WALK,MAKE SURE TO NAIL ROOF SHEATHING INTO FULL DEPTH SHEAR WALL PANEL BLKS,					
		109 | 982245 | See Notes | AREA A,1RST FLOOR EXT,INT SHEAR WALLS AND HOLDOWNS,EAST OF CMU AREA WALL,,					
		109 | 982245 | See Notes | 2ND FLOOR EXTERIOR PERIMETER SHEAR WALLS OK ENTIRE BLDG,OK TO LATH,					
		109 | 982245 | See Notes | 1RST FLOOR TRUSSES WALKED BOTTOM 10FT OC BRACING CHOPPED OUT,REPAIR FOR FUTURE INSP					
109	6	SHEAR	Partpassed	03/17/2017	03/17/2017		
Comments							
		109 | 890051 | See Notes | 2ND FLOOR EXTERIOR PERIMETER SHEAR WALLS OK ENTIRE BLDG,OK TO LATH,					
		109 | 890051 | See Notes | PARTIAL AREA C 2ND FL SHEAR WALLS EXT,INT,ADD ROOF DRAG STAPPING PER PLAN ACCROSS HALLWAYS,					
		109 | 890051 | See Notes | contractor cancelled ,					
		109 | 890051 | See Notes | PARTIAL 2ND FL WALK,MAKE SURE TO NAIL ROOF SHEATHING INTO FULL DEPTH SHEAR WALL PANEL BLKS,					
		109 | 890051 | See Notes | AREA A,1RST FLOOR EXT,INT SHEAR WALLS AND HOLDOWNS,EAST OF CMU AREA WALL,,					
		109 | 890051 | See Notes | 1RST FLOOR TRUSSES WALKED BOTTOM 10FT OC BRACING CHOPPED OUT,REPAIR FOR FUTURE INSP					
109	9	SHEAR	Closed	03/23/2017	03/23/2017		
109	14	SHEAR	Partpassed	04/06/2017	04/06/2017		

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
Comments	Schedule IWR confirmation #880401-03 Contractor Phone #7027381120 Special Instructions: 109 | 890051 | See Notes | BLDG A AREA A,ROOF AND SHEAR, 109 | 890051 | See Notes | 2ND FLOOR AREA B,INTERIOR SHEAR WALLS AND HARDWARE, 109 | 890051 | $100.00 re-inspection fee required | 2ND FL INT SHEAR WALLS ALL BUT DOUBLE SIDED SHEAR WALLS, 109 | 890051 | See Notes | 1RST FL DOUBLE SHEAR WALLS AREAS C,B, 1RST FLOOR, 109 | 890051 | Work Not Ready | contractor cancelled , 109 | 890051 | See Notes | RENAIL ALL 1RST FLOOR DOUBLE SIDED SHEAR WALL,4-8 NAILING,MISSED AREA C SHEAR,AND CS STRAP PENETRATIONS, 109 | 890051 | See Notes | PER S						
120	10	FRAMING	Passed	06/14/2017	06/14/2017	ZIMMERMAN	
120	9	FRAMING	Partpassed	06/12/2017	06/12/2017	BALLARD JR.	
Comments	Suspended hard lid level two elevator lobby						
120	6	FRAMING	Cancelled	05/16/2017	05/16/2017		
Comments	Schedule IWR confirmation #473792-03 Contractor Phone #7027381120 Special Instructions: 120 | 890051 | See Notes | SUPER NOT ONSITE, 120 | 890051 | See Notes | 1st floor hard lids , 120 | 890051 | See Notes | 1RST FLOOR HARD LIDS,ALL BUT 2 RMS						
120	5	FRAMING	Partpassed	05/08/2017	05/08/2017		
Comments	Schedule IWR confirmation #308717-02 Contractor Phone #7027381120 Special Instructions: 120 | 960449 | See Notes | 1st floor hard lids , 120 | 960449 | See Notes | 1RST FLOOR HARD LIDS,ALL BUT 2 RMS						
120	7	FRAMING	Partpassed	05/17/2017	05/17/2017		

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
Comments	Schedule IVR confirmation #501088-01 Contractor Phone #7027380949 Special Instructions: 120 | 890051 | See Notes | AREA B,2ND FLOOR HALLWAY SUSPENDED HARDLIDS,AND BOTH BATTERY BATHROOMS, 120 | 890051 | See Notes | SUPER NOT ONSITE, 120 | 890051 | See Notes | 1st floor hard lids , 120 | 890051 | See Notes | 1RST FLOOR HARD LIDS,ALL BUT 2 RMS						
120	8	FRAMING	Partpassed	05/26/2017	05/26/2017		
Comments	Schedule IWR confirmation #656485-02 Contractor Phone #7027381120 Special Instructions: 120 | 890051 | See Notes | 2-HARD LID AREAS1RST FL STAIR LOBBY,AND 2ND FL, 120 | 890051 | See Notes | SUPER NOT ONSITE, 120 | 890051 | See Notes | AREA B,2ND FLOOR HALLWAY SUSPENDED HARDLIDS,AND BOTH BATTERY BATHROOMS, 120 | 890051 | See Notes | 1st floor hard lids , 120 | 890051 | See Notes | 1RST FLOOR HARD LIDS,ALL BUT 2 RMS						
120	4	FRAMING	Partpassed	04/20/2017	04/20/2017		
Comments	Schedule IWR confirmation #068928-09 Contractor Phone #7027381120 Special Instructions: 120 | 890051 | See Notes | 1RST FLOOR HARD LIDS,ALL BUT 2 RMS						
120	3	FRAMING	Partpassed	04/17/2017	04/17/2017		
Comments	LEVEL TWO AREAS B AND C METAL STUD WALLS						
120	2	FRAMING	Partpassed	03/31/2017	03/31/2017		
Comments	Schedule IWR confirmation #803246-02 Contractor Phone #7027381120 Special Instructions: 120 | 890051 | See Notes | ALL 1RST FLOOR PLUMBING WALLS,AND CLASSROOM WALLS OK TO INSUL, 120 | 890051 | See Notes | 1RST FLOOR AREA B,AND C,METAL CLASSROOM STUD WALLS,AND EXTERIOR WOOD,OK TO ONESIDE						
120	1	FRAMING	Partpassed	03/28/2017	03/28/2017		

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
Comments	Schedule IWR confirmation #760490-05 Contractor Phone #7027381120 Special Instructions: 120 | 890051 | See Notes | 1RST FLOOR AREA B,AND C,METAL CLASSROOM STUD WALLS,AND EXTERIOR WOOD,OK TO ONESIDE						
123	3	INSULATION	Partpassed	04/17/2017	04/17/2017		
Comments	LEVEL TWO EXTERIOR WALLS AREAS B AND C						
123	5	INSULATION	Passed	05/09/2017	05/09/2017		
Comments	Schedule IWR confirmation #355019-02 Contractor Phone #7027381120 Special Instructions:						
123	4	INSULATION	Partpassed	04/18/2017	04/18/2017		
Comments	Schedule IWR confirmation #036770-06 Contractor Phone #7027381120 Special Instructions: 123 | 890051 | See Notes | 2ND FL,PERIMETER CLASSROOMS EXTERIOR WALLS						
123	1	INSULATION	Partpassed	03/27/2017	03/27/2017		
Comments	123 | 982245 | See Notes | exterior walls first floor area A and B						
123	2	INSULATION	Partpassed	04/06/2017	04/06/2017		
Comments	Schedule IWR confirmation #880401-02 Contractor Phone #7027381120 Special Instructions: 123 | 890051 | See Notes | HIGH ROOM AT BLDG A FIREWALL, 123 | 890051 | See Notes | exterior walls first floor area A and B						
125	13	DRYWALL NAILING	Passed	06/14/2017	06/14/2017	ZIMMERMAN	
125	12	DRYWALL NAILING	Partpassed	05/23/2017	05/23/2017		
Comments	Schedule IWR confirmation #586373-04 Contractor Phone #7027381120 Special Instructions: 125 | 982245 | See Notes | bathroom ceilings 2nd fl						
125	15	DRYWALL NAILING	Cancelled	05/30/2017	05/31/2017		
Comments	Schedule IWR confirmation #685886-05 Contractor Phone #7027381120 Special Instructions: 125 | 982245 | See Notes | contractor cancelled , 125 | 982245 | See Notes | bathroom ceilings 2nd fl, 125 | 982245 | See Notes | EXTER DENSEGLASS AREA B-C,AND 2ND FLOOR NORTH STAIRWELL AND LOBBY						

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
125	14	DRYWALL NAILING	Partpassed	05/25/2017	05/25/2017		
Comments	Schedule IWR confirmation #635367-03 Contractor Phone #7027381120 Special Instructions: 125 | 890051 | See Notes | EXTER DENSEGLASS AREA B-C,AND 2ND FLOOR NORTH STAIRWELL AND LOBBY, 125 | 890051 | See Notes | bathroom ceilings 2nd fl						
125	16	DRYWALL NAILING	Unrequested				
125	2	DRYWALL NAILING	Partpassed	04/13/2017	04/13/2017		
Comments	Schedule IWR confirmation #971848-02 Contractor Phone #7027381120 Special Instructions: 125 | 982245 | See Notes | first floor area C walls ok, 125 | 982245 | See Notes | 1st layer area a lid						
125	9	DRYWALL NAILING	Cancelled	05/12/2017	05/12/2017		
Comments	Schedule IWR confirmation #417365-04 Contractor Phone #7027381120 Special Instructions: 125 | 960449 | See Notes | per super , 125 | 960449 | See Notes | 2ND FLOOR HARD LIDS,BATHROOMS,AND, 125 | 960449 | See Notes | 1RST FLOOR HARD LIDS,AND 2ND FLOOR HALLWAY WALLS						
125	3	DRYWALL NAILING	Partpassed	04/17/2017	04/17/2017		
Comments	LEVEL ONE WALLS AREAS B AND C						
125	8	DRYWALL NAILING	Partpassed	04/27/2017	04/27/2017		
Comments	125 | 890051 | See Notes | 1RST FLOOR HARD LIDS,AND 2ND FLOOR HALLWAY WALLS, 125 | 890051 | See Notes | 2ND FLOOR HARD LIDS,BATHROOMS,AND						
125	6	DRYWALL NAILING	Partpassed	04/25/2017	04/25/2017		
Comments	4/24/17 3:22pm BUTCH W/CTR PIN 125 | 890051 | See Notes | 2ND FL CLASSROOMS ,AND FIRST FLOOR HARDLIDS						
125	1	DRYWALL NAILING	Partpassed	04/10/2017	04/10/2017		

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
Comments	Schedule IWR confirmation #910424-02 Contractor Phone #7027381120 Special Instructions: 125 | 960449 | See Notes | 1st layer area a lid						
125	10	DRYWALL NAILING	Partpassed	05/13/2017	05/13/2017		
Comments	125 | 960449 | See Notes | area A complete , 125 | 960449 | See Notes | per super , 125 | 960449 | See Notes | 2ND FLOOR HARD LIDS,BATHROOMS,AND, 125 | 960449 | See Notes | 1RST FLOOR HARD LIDS,AND 2ND FLOOR HALLWAY WALLS						
125	11	DRYWALL NAILING	Cancelled	05/22/2017	05/22/2017		
Comments	Schedule IWR confirmation #557409-02 Contractor Phone #7027381120 Special Instructions: 125 | 890401 | See Notes | per super , 125 | 890401 | See Notes | area A complete , 125 | 890401 | See Notes | 2ND FLOOR HARD LIDS,BATHROOMS,AND, 125 | 890401 | See Notes | 1RST FLOOR HARD LIDS,AND 2ND FLOOR HALLWAY WALLS						
125	4	DRYWALL NAILING	Partpassed	04/18/2017	04/18/2017		
Comments	Schedule IWR confirmation #036770-05 Contractor Phone #7027381120 Special Instructions: 125 | 890051 | See Notes | 2ND LAYER HIGHLID RATED ROOF ASSEMBLY ADJACENT TO GYM						
126	1	HOOD SHAFT	Passed	03/28/2017	03/28/2017		
127	5	CEILING GRID	Passed	06/19/2017	06/20/2017	ZIMMERMAN	
Comments	Provide seismic expansion joints multi-purpose room						
127	4	CEILING GRID	Partpassed	06/14/2017	06/14/2017	ZIMMERMAN	
Comments	Multipurpose room Provide seismic expansion joints multi-purpose room						
127	3	CEILING GRID	Partpassed	06/12/2017	06/12/2017	BALLARD JR.	

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
Comments	Multi-purpose room See corrections Provide seismic expansion joints multi-purpose room						
127	2	CEILING GRID	Partpassed	05/31/2017	06/01/2017		
Comments	Schedule IWR confirmation #708783-02 Contractor Phone #7027381120 Special Instructions: 127 | 890051 | See Notes | 2ND FL,GID LIDS AREA C,B, 127 | 890051 | See Notes | classrooms and admin areas 1st floor						
127	1	CEILING GRID	Partpassed	05/19/2017	05/19/2017		
Comments	 127 | 960449 | See Notes | classrooms and admin areas 1st floor						
129	10	EXTERIOR LATH/STUCCO	Passed	05/25/2017	05/25/2017		
Comments	Schedule IWR confirmation #635367-04 Contractor Phone #7027381120 Special Instructions:						
129	3	EXTERIOR LATH/STUCCO	Partpassed	04/26/2017	04/26/2017		
Comments	AREAS B,C EAST WALL AND PARAPET						
129	2	EXTERIOR LATH/STUCCO	Partpassed	04/10/2017	04/10/2017		
Comments	Schedule IWR confirmation #910424-03 Contractor Phone #7027381120 Special Instructions: 129 | 960449 | See Notes | southwest corner , 129 | 960449 | See Notes | NORTHWEST AREA C OK						
129	9	EXTERIOR LATH/STUCCO	Partpassed	05/19/2017	05/19/2017		
Comments	Schedule IWR confirmation #550524-01 Contractor Phone #7027381120 Special Instructions: 129 | 960449 | See Notes | area a upper roof, 129 | 960449 | See Notes | lower section of east wing , 129 | 960449 | See Notes | 2ND FLOOR SOUTHWEST AREA-B						
129	4	EXTERIOR LATH/STUCCO	Partpassed	05/01/2017	05/01/2017		
Comments	SOUTH SIDE LEVEL ONE TO 2HR WALL AND NORTH SIDE UP TO 2HR WALL						
129	7	EXTERIOR LATH/STUCCO	Unrequested				

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
129	6	EXTERIOR LATH/STUCCO	Partpassed	05/13/2017	05/13/2017		
Comments	129 | 960449 | See Notes | lower section of east wing						
129	5	EXTERIOR LATH/STUCCO	Cancelled	05/12/2017	05/12/2017		
Comments	Schedule IWR confirmation #417365-03 Contractor Phone #7027381120 Special Instructions: 129 | 960449 | See Notes | per super						
129	8	EXTERIOR LATH/STUCCO	Partpassed	05/16/2017	05/16/2017		
Comments	Schedule IWR confirmation #480672-02 Contractor Phone #7027381120 Special Instructions: 129 | 890051 | See Notes | 2ND FLOOR SOUTHWEST AREA-B, 129 | 890051 | See Notes | lower section of east wing						
129	1	EXTERIOR LATH/STUCCO	Partpassed	03/31/2017	03/31/2017		
Comments	Schedule IWR confirmation #803246-03 Contractor Phone #7027381120 Special Instructions: 129 | 890051 | See Notes | NORTHWEST AREA C OK						
135	4	LIGHT TEST	Passed	08/02/2017	08/02/2017	ZIMMERMAN	
Comments	SCHEDULE 235 INSPECTION THROUGH DISPATCH AT 702-229-6914, SCHEDULE 235 INSPECTION THROUGH DISPATCH AT 702-229-6914, Corredor 100 101 requires emergency lighting light meter at .02 e light needed outside restrooms first floor corridor						
135	3	LIGHT TEST	Failed	07/25/2017	07/25/2017	STILES	
Comments	07/25/17 CALLOUT 135 4:30 AM; BUTCH 702-738-1120; MATER ACADEMY 07/25/17 CALLOUT 135 4:30 AM; BUTCH 702-738-1120; MATER ACADEMY SCHEDULE 235 INSPECTION THROUGH DISPATCH AT 702-229-6914, SCHEDULE 235 INSPECTION THROUGH DISPATCH AT 702-229-6914, Corredor 100 101 requires emergency lighting light meter at .02 e light needed outside restrooms first floor corridor						
135	2	LIGHT TEST	Failed	07/24/2017	07/24/2017	LEE	

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
Comments	SCHEDULE 235 INSPECTION THROUGH DISPATCH AT 702-229-6914, SCHEDULE 235 INSPECTION THROUGH DISPATCH AT 702-229-6914						
135	1	LIGHT TEST	Cancelled	07/19/2017	07/19/2017	LEE	
Comments	SCHEDULE 235 INSPECTION THROUGH DISPATCH AT 702-229-6914						
140	1	FINAL BUILDING	Unrequested				
150	6	OTHER BUILDING	Unrequested				
150	5	OTHER BUILDING	Partpassed	08/02/2017	08/02/2017	ZIMMERMAN	
Comments	702.738.1120 702.738.1120. Temp C O approved for 30 days pending elect issues						
150	4	OTHER BUILDING	Passed	07/26/2017	07/26/2017	ZIMMERMAN	
Comments	Pre final walk						
150	3	OTHER BUILDING	Passed	07/12/2017	07/12/2017	ZIMMERMAN	
Comments	Informational on TCO						
150	1	OTHER BUILDING	Cancelled	01/17/2017	01/17/2017		
Comments	Schedule IWR confirmation #774123-02 Contractor Phone #7023390715 Special Instructions: field meet for sewer Contact Luis 150 | 982245 | Work Not Ready | cancelled contractor						
150	2	OTHER BUILDING	Passed	01/20/2017	01/20/2017		
Comments	Schedule IWR confirmation #825348-02 Contractor Phone #7023390715 Special Instructions: *field meet , sewer. contact is Luis Franco						
155	1	CLV SPECIAL INSPECTION	Passed	03/07/2017	03/07/2017		
Comments	AREA B,C 3 INCH SHEAR NAILING OK						
160	1	EPOXY	Passed	03/02/2017	03/02/2017		
Comments	TITAN RETROS,PER PLAN						

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
201	4	UNDERGROUND ELECTRICAL	Unrequested				
201	1	UNDERGROUND ELECTRICAL	Partpassed	01/13/2017	01/13/2017		
Comments	Schedule IVR confirmation #735018-01 Contractor Phone #7025018533 Special Instructions: 201 | 980742 | See Notes | Partial Underground Plans are Highlighted.						
201	2	UNDERGROUND ELECTRICAL	Partpassed	01/18/2017	01/17/2017		
Comments	Schedule IVR confirmation #793015-01 Contractor Phone #7025018533 Special Instructions: 201 | 982900 | See Notes | PARTIAL UNDERGROUND SEE HIGHLIGHTED PLANS, 201 | 982900 | See Notes | Partial Underground Plans are Highlighted.						
201	3	UNDERGROUND ELECTRICAL	Partpassed	01/24/2017	01/24/2017		
Comments	Schedule IVR confirmation #858469-01 Contractor Phone #7025018533 Special Instructions: 201 | 982900 | See Notes | REMAINDER OF UNDERSLAB RACEWAYS, 201 | 982900 | See Notes | Partial Underground Plans are Highlighted., 201 | 982900 | See Notes | PARTIAL UNDERGROUND SEE HIGHLIGHTED PLANS						
203	2	UFER GROUND	Passed	02/10/2017	02/10/2017		
203	1	UFER GROUND	Partpassed	02/03/2017	02/03/2017		
Comments	Schedule IVR confirmation #999756-01 Contractor Phone #7027381120 Special Instructions: 203 | 980742 | See Notes | 3/0 Copper for the Transformer not for Main Service Stub up PVC also for Sprinkler and Water.						
220	16	ROUGH ELECTRICAL	Passed	06/19/2017	06/19/2017	LEE	
220	15	ROUGH ELECTRICAL	Partpassed	06/14/2017	06/14/2017	LEE	
220	11	ROUGH ELECTRICAL	Partpassed	05/30/2017	05/30/2017		

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
Comments	Schedule IWR confirmation #675416-02 Contractor Phone #7025011546 Special Instructions: 220 | 982900 | See Notes | 2ND FLOOR CLASSROOM GRID - ALL GID MOUNT BOXES REQUIRE A SEISMIC WIRE TO BOX OR BRACKET, 220 | 982900 | See Notes | MAIN ELEC ROOM HARDLID, 220 | 982900 | See Notes | CORRIDOR HARDLIDS 1ST AND 2ND FLOOR						
220	13	ROUGH ELECTRICAL	Partpassed	06/01/2017	06/01/2017		
Comments	Schedule IWR confirmation #744691-03 Contractor Phone #7025011546 Special Instructions: 220 | 982900 | See Notes | 1ST FLOOR HALLWAY GRID - ID SWITCHES FOR MECH UNITS WITH PANEL AND CKT #, 220 | 982900 | Work Not Ready | GRID MT BOXES 2ND FLOOR CLASSROOMS OK, 220 | 982900 | See Notes | MAIN ELEC ROOM HARDLID, 220 | 982900 | See Notes | CORRIDOR HARDLIDS 1ST AND 2ND FLOOR, 220 | 982900 | See Notes | 2ND FLOOR CLASSROOM GRID - ALL GID MOUNT BOXES REQUIRE A SEISMIC WIRE TO BOX OR BRACKET						
220	12	ROUGH ELECTRICAL	Partpassed	05/31/2017	05/31/2017		
Comments	Schedule IWR confirmation #716547-02 Contractor Phone #7025011546 Special Instructions: 220 | 982900 | Work Not Ready | GRID MT BOXES 2ND FLOOR CLASSROOMS OK, 220 | 982900 | See Notes | MAIN ELEC ROOM HARDLID, 220 | 982900 | See Notes | CORRIDOR HARDLIDS 1ST AND 2ND FLOOR, 220 | 982900 | See Notes | 2ND FLOOR CLASSROOM GRID - ALL GID MOUNT BOXES REQUIRE A SEISMIC WIRE TO BOX OR BRACKET						
220	14	ROUGH ELECTRICAL	Partpassed	06/12/2017	06/12/2017	LEE	
Comments	High multipurpose room grid						
220	10	ROUGH ELECTRICAL	Partpassed	05/25/2017	05/25/2017		

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
Comments	Schedule IWR confirmation #586373-02 Contractor Phone #7025011546 Special Instructions: 220 | 982900 | See Notes | CORRIDOR HARDLIDS 1ST AND 2ND FLOOR, 220 | 982900 | See Notes | MAIN ELEC ROOM HARDLID						
220	8	ROUGH ELECTRICAL	Partpassed	05/16/2017	05/16/2017		
Comments	Schedule IWR confirmation #473792-02 Contractor Phone #7025011546 Special Instructions: 220 | 940316 | Work Not Ready | 2nd floor Arra B top of stairwell can lights complete., 220 | 940316 | See Notes | WALLS LEVEL 1 AREAS B & C AS MARKED ON APPROVED PLANS , 220 | 940316 | See Notes | WALLS AREA "A", 220 | 940316 | See Notes | Second Floor all Rooms except the last 2 on the left also the Rest of outside Can Lites., 220 | 940316 | See Notes | REMAINDER OF 1ST FLOOR HARDLIDS INCLUDING 27FT CEILING AT ENTRY, 220 | 940316 | See Notes | HARDLIDS LEVEL 1 EXCEPT MULTIPURPOSE ROOM ENTRY AND 2 ROOMS IN ADMIN AREA, 220 | 940316 | See Notes | EXTERIOR SOFFIT CAN LIGHTS AS MARKED ON LIGHTING PLAN, 220 | 940316 | See Notes | 2ND FLOOR SHEAR WALLS , 220 | 940316 | See Notes | 15 Soffit Lights outside still need to look at 4 more.						
220	9	ROUGH ELECTRICAL	Partpassed	05/19/2017	05/19/2017		

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
Comments	Schedule IWR confirmation #535469-04 Contractor Phone #7025011546 Special Instructions: 220 | 980742 | See Notes | Classroom Admin Area Kindergarden need 223 Area A , B ,Corridors not the Elevator Room, 220 | 980742 | Work Not Ready | 2nd floor Arra B top of stairwell can lights complete., 220 | 980742 | See Notes | WALLS LEVEL 1 AREAS B & C AS MARKED ON APPROVED PLANS , 220 | 980742 | See Notes | WALLS AREA "A", 220 | 980742 | See Notes | Second Floor all Rooms except the last 2 on the left also the Rest of outside Can Lites., 220 | 980742 | See Notes | REMAINDER OF 1ST FLOOR HARDLIDS INCLUDING 27FT CEILING AT ENTRY, 220 | 980742 | See Notes | HARDLIDS LEVEL 1 EXCEPT MULTIPURPOSE ROOM ENTRY AND 2 ROOMS IN ADMIN AREA, 220 | 980742 | See Notes | EXTERIOR SOFFIT CAN LIGHTS AS MARKED ON LIGHTING PLAN, 220 | 980742 | See Notes | 2ND FLOOR SHEAR WALLS , 220 | 980742 | See Notes | 15 Soffit Lights outside still need to look at 4 more.						
220	7	ROUGH ELECTRICAL	Partpassed	05/08/2017	05/08/2017		
Comments	Schedule IWR confirmation #308717-03 Contractor Phone #7025011546 Special Instructions: 220 | 982900 | See Notes | REMAINDER OF 1ST FLOOR HARDLIDS INCLUDING 27FT CEILING AT ENTRY, 220 | 982900 | See Notes | WALLS LEVEL 1 AREAS B & C AS MARKED ON APPROVED PLANS , 220 | 982900 | See Notes | WALLS AREA "A", 220 | 982900 | See Notes | Second Floor all Rooms except the last 2 on the left also the Rest of outside Can Lites., 220 | 982900 | See Notes | HARDLIDS LEVEL 1 EXCEPT MULTIPURPOSE ROOM ENTRY AND 2 ROOMS IN ADMIN AREA, 220 | 982900 | See Notes | EXTERIOR SOFFIT CAN LIGHTS AS MARKED ON LIGHTING PLAN, 220 | 982900 | See Notes | 2ND FLOOR SHEAR WALLS , 220 | 982900 | See Notes | 15 Soffit Lights outside still need to look at 4 more.						

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
220	5	ROUGH ELECTRICAL	Partpassed	04/14/2017	04/14/2017		
Comments	Schedule IWR confirmation #983550-01 Contractor Phone #7025011546 Special Instructions: 220 | 980742 | See Notes | Second Floor all Rooms except the last 2 on the left also the Rest of outside Can Lites., 220 | 980742 | See Notes | WALLS LEVEL 1 AREAS B & C AS MARKED ON APPROVED PLANS , 220 | 980742 | See Notes | WALLS AREA "A", 220 | 980742 | See Notes | EXTERIOR SOFFIT CAN LIGHTS AS MARKED ON LIGHTING PLAN, 220 | 980742 | See Notes | 2ND FLOOR SHEAR WALLS , 220 | 980742 | See Notes | 15 Soffit Lights outside still need to look at 4 more.						
220	6	ROUGH ELECTRICAL	Partpassed	04/20/2017	04/20/2017		
Comments	Schedule IWR confirmation #068928-07 Contractor Phone #7025011546 Special Instructions: 220 | 982900 | See Notes | HARDLIDS LEVEL 1 EXCEPT MULTIPURPOSE ROOM ENTRY AND 2 ROOMS IN ADMIN AREA, 220 | 982900 | See Notes | WALLS LEVEL 1 AREAS B & C AS MARKED ON APPROVED PLANS , 220 | 982900 | See Notes | WALLS AREA "A", 220 | 982900 | See Notes | Second Floor all Rooms except the last 2 on the left also the Rest of outside Can Lites., 220 | 982900 | See Notes | EXTERIOR SOFFIT CAN LIGHTS AS MARKED ON LIGHTING PLAN, 220 | 982900 | See Notes | 2ND FLOOR SHEAR WALLS , 220 | 982900 | See Notes | 15 Soffit Lights outside still need to look at 4 more.						
220	4	ROUGH ELECTRICAL	Partpassed	04/07/2017	04/07/2017		

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
Comments	Schedule IWR confirmation #891230-02 Contractor Phone #7025011456 Special Instructions: 220 | 980742 | See Notes | 15 Soffit Lights outside still need to look at 4 more., 220 | 980742 | See Notes | WALLS LEVEL 1 AREAS B & C AS MARKED ON APPROVED PLANS , 220 | 980742 | See Notes | WALLS AREA "A", 220 | 980742 | See Notes | EXTERIOR SOFFIT CAN LIGHTS AS MARKED ON LIGHTING PLAN, 220 | 980742 | See Notes | 2ND FLOOR SHEAR WALLS							
220	3	ROUGH ELECTRICAL	Partpassed	04/05/2017	04/05/2017		
Comments	Schedule IWR confirmation #864822-02 Contractor Phone #7025011456 Special Instructions: 220 | 982900 | See Notes | 2ND FLOOR SHEAR WALLS , 220 | 982900 | See Notes | EXTERIOR SOFFIT CAN LIGHTS AS MARKED ON LIGHTING PLAN, 220 | 982900 | See Notes | WALLS LEVEL 1 AREAS B & C AS MARKED ON APPROVED PLANS , 220 | 982900 | See Notes | WALLS AREA "A"							
220	2	ROUGH ELECTRICAL	Partpassed	03/29/2017	03/29/2017		
Comments	Schedule IWR confirmation #770860-02 Contractor Phone #7025011456 Special Instructions: 220 | 982900 | See Notes | WALLS AREA "A", 220 | 982900 | See Notes | WALLS LEVEL 1 AREAS B & C AS MARKED ON APPROVED PLANS							
220	1	ROUGH ELECTRICAL	Partpassed	03/22/2017	03/22/2017		
Comments	Schedule IVR confirmation #674252-01 Contractor Phone #7025011456 Special Instructions: 220 | 982900 | See Notes | WALLS LEVEL 1 AREAS B & C AS MARKED ON APPROVED PLANS							
238	1	SPECIAL EVENT ELECTRICAL	NA	07/13/2017	07/13/2017	LEE	
240	11	FINAL ELECTRICAL	Passed	08/08/2017	08/08/2017	LEE	
Comments	MANY MECHANICAL UNITS DO NOT HAVE PROPERLY SIZED OVERCURRENT PROTECTION, THESE MUST BE SIZED MY MINIMUM CIRCUIT AMPACITY AND MAXIMUM OVERCURRENT PROTECTION PER THE UNIT NAMEPLATE. INSTALL CORRECTLY SIZED OCPDs AND RECALL. OTHER ITEMS FROM PRIOR LIST ARE NOW COMPLIANT.							

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
240	10	FINAL ELECTRICAL	Failed	07/27/2017	07/27/2017	LEE	
Comments	MANY MECHANICAL UNITS DO NOT HAVE PROPERLY SIZED OVERCURRENT PROTECTION, THESE MUST BE SIZED MY MINIMUM CIRCUIT AMPACITY AND MAXIMUM OVERCURRENT PROTECTION PER THE UNIT NAMEPLATE. INSTALL CORRECTLY SIZED OCPDs AND RECALL. OTHER ITEMS FROM PRIOR LIST ARE NOW COMPLIANT.						
240	9	FINAL ELECTRICAL	Partpassed	07/26/2017	07/26/2017	LEE	
Comments	NEED PERMANENT POWER, DISCONNECT TEMPORARY GENSET, CXL PER DAVE						
240	8	FINAL ELECTRICAL	Cancelled	07/25/2017	07/25/2017	LEE	
Comments	702-738-1120 702-738-1120 NEED PERMANENT POWER, DISCONNECT TEMPORARY GENSET, CXL PER DAVE						
240	7	FINAL ELECTRICAL	Cancelled	07/19/2017	07/19/2017	LEE	
Comments	702.738.1120. partial 702.738.1120. partial NEED PERMANENT POWER, DISCONNECT TEMPORARY GENSET						
240	6	FINAL ELECTRICAL	Cancelled	07/18/2017	07/18/2017	LEE	
240	5	FINAL ELECTRICAL	Partpassed	07/17/2017	07/18/2017	LEE	
Comments	INFO ONLY						
240	1	FINAL ELECTRICAL	Partpassed	05/25/2017	05/25/2017		
Comments	Schedule IWR confirmation #635989-02 Contractor Phone #7025011546 Special Instructions: 240 | 982900 | See Notes | PARTIAL ONE-LINE, MAIN ELEC ROOM ONLY						
240	2	FINAL ELECTRICAL	Partpassed	05/30/2017	05/30/2017		

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
Comments	Schedule IWR confirmation #675416-03 Contractor Phone #7025011546 Special Instructions: 240 | 982900 | See Notes | NORTH ELEC ROOM, TORQUE ALL CONNECTIONS/TERMINATIONS, SCRAPE PAINT FROM UNDER CASE MOUNTED LUGS - ID GROUND WIRES GREEN - INSTALL LOCKOUT/TAGOUT ON BLDG MAIN, 240 | 982900 | See Notes | PARTIAL ONE-LINE, MAIN ELEC ROOM ONLY						
240	4	FINAL ELECTRICAL	Cancelled	07/13/2017	07/13/2017	LEE	
240	3	FINAL ELECTRICAL	Partpassed	05/31/2017	05/31/2017		
Comments	240 | 982900 | See Notes | ETAG #211490 PERMANENT POWER - MAINTAIN LOCKOUTS PRIOR TO OBTAINING APPROVAL TO ENERGIZE, 240 | 982900 | See Notes | ONE LINE OK, 240 | 982900 | See Notes | PARTIAL ONE-LINE, MAIN ELEC ROOM ONLY, 240 | 982900 | See Notes | NORTH ELEC ROOM, TORQUE ALL CONNECTIONS/TERMINATIONS, SCRAPE PAINT FROM UNDER CASE MOUNTED LUGS - ID GROUND WIRES GREEN - INSTALL LOCKOUT/TAGOUT ON BLDG MAIN						
320	7	ROUGH MECHANICAL	Passed	06/19/2017	06/20/2017	ZIMMERMAN	
320	6	ROUGH MECHANICAL	Passed	06/14/2017	06/14/2017	ZIMMERMAN	
320	5	ROUGH MECHANICAL	Partpassed	06/12/2017	06/12/2017	BALLARD JR.	
Comments	Level two suspended hard lid elevator lobby and multi-purpose room						
320	4	ROUGH MECHANICAL	Partpassed	05/31/2017	06/01/2017		
Comments	Schedule IWR confirmation #708783-03 Contractor Phone #7027381120 Special Instructions: 320 | 890051 | See Notes | 2ND FL AREA C,B GRID CEILINGS, 320 | 890051 | See Notes | ALL 1RST FLOOR HARD LIDS, 320 | 890051 | See Notes | 1st floor hard lids						
320	3	ROUGH MECHANICAL	Partpassed	05/19/2017	05/19/2017		

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
Comments	Schedule IWR confirmation #535469-03 Contractor Phone #7027381120 Special Instructions: 320 | 960449 | See Notes | ALL 1RST FLOOR HARD LIDS, 320 | 960449 | See Notes | 1st floor hard lids						
320	1	ROUGH MECHANICAL	Partpassed	04/20/2017	04/20/2017		
Comments	Schedule IWR confirmation #068928-08 Contractor Phone #7022349522 Special Instructions: 320 | 890051 | See Notes | ALL 1RST FLOOR HARD LIDS						
320	2	ROUGH MECHANICAL	Partpassed	05/08/2017	05/08/2017		
Comments	Schedule IWR confirmation #308717-04 Contractor Phone #7027381120 Special Instructions: 320 | 960449 | See Notes | 1st floor hard lids , 320 | 960449 | See Notes | ALL 1RST FLOOR HARD LIDS						
340	1	FINAL MECHANICAL	Passed	07/25/2017	07/25/2017	ZIMMERMAN	
401	2	ON SITE SEWER	Passed	01/31/2017	01/31/2017		
Comments	REINFORCED CONCRETE ENCASEMENT AND TEST OK						
401	1	ON SITE SEWER	Failed	01/25/2017	01/25/2017		
Comments	Schedule IWR confirmation #877659-02 Contractor Phone #7023390715 Special Instructions: pipe inspection contact Luis Franco ; 401 | 890051 | See Notes | PIPE INSTALLED,AND TESTED,NEED TO COMPLY WITH SD-14 FOS REINFORCED CONCRETE ENCASEMENT FOR SEWER INSTALLED 3FT OR UNDER FROM GRADE						
403	1	ON SITE WATER COMMERCIAL	Passed	02/16/2017	02/16/2017		
405	1	BUILDING SEWER YARD LINES	Passed	02/09/2017	02/09/2017		
Comments	Schedule IWR confirmation #095317-03 Contractor Phone #7023083956 Special Instructions: Onsite contact is Mark						
407	2	UNDERSLAB PLUMBING	Passed	01/26/2017	01/26/2017		
Comments	Schedule IWR confirmation #893274-02 Contractor Phone #7023083956 Special Instructions: Mark on site contact						
407	1	UNDERSLAB PLUMBING	Partpassed	01/18/2017	01/18/2017		

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
Comments	Schedule IWR confirmation #785253-02 Contractor Phone #7023083956 Special Instructions: Mark on site contact 407 | 982245 | See Notes | grid 1-6 A - J						
420	4	ROUGH PLUMBING - TOP OUT	Passed	04/20/2017	04/20/2017		
Comments	Schedule IWR confirmation #068718-04 Contractor Phone #7023083956 Special Instructions: Mark on site contact						
420	3	ROUGH PLUMBING - TOP OUT	Partpassed	04/10/2017	04/10/2017		
Comments	Schedule IWR confirmation #904599-02 Contractor Phone #7023083956 Special Instructions: Mark Samson is on site contact person 420 | 960449 | See Notes | all 1st floor and all roof drains , 420 | 960449 | See Notes | AREA B,AND PARTIAL AREA A,1RST FLOOR TOPOUT DWV AND WATER, 420 | 960449 | See Notes | AREA B,AND C TOPOUT OK PER HIGHLIGHTED PLANS						
420	2	ROUGH PLUMBING - TOP OUT	Partpassed	04/06/2017	04/06/2017		
Comments	Schedule IWR confirmation #877548-02 Contractor Phone #7023083956 Special Instructions: ON SITE CONTACT MARK 420 | 890051 | See Notes | AREA B,AND PARTIAL AREA A,1RST FLOOR TOPOUT DWV AND WATER, 420 | 890051 | See Notes | AREA B,AND C TOPOUT OK PER HIGHLIGHTED PLANS						
420	1	ROUGH PLUMBING - TOP OUT	Partpassed	03/30/2017	03/30/2017		
Comments	Schedule IWR confirmation #790146-03 Contractor Phone #7023083956 Special Instructions: On site contact Mark Samson 420 | 890051 | See Notes | AREA B,AND C TOPOUT OK PER HIGHLIGHTED PLANS						
435	1	INTERCEPTOR	Passed	02/09/2017	02/09/2017		
Comments	Schedule IWR confirmation #095317-04 Contractor Phone #7023083956 Special Instructions: On site contact is Mark						
440	1	FINAL PLUMBING	Passed	07/26/2017	07/26/2017	ZIMMERMAN	
540	3	FIRE FINAL BUILDING	Passed	08/08/2017	08/08/2017	PISANI	

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C-321127 - Commercial Building Permit (Com)

Project Name: MATER ACADEMY BONANZA CAMPUS

Insp. Type	Insp. Count	Description	Status	Scheduled Date	Completion Date	Inspector	Location
Comments	Verified approval of electric final. Passed						
540	2	FIRE FINAL BUILDING	Partpassed	08/02/2017	08/02/2017	PISANI	
Comments	080217 - Verified installation of 1 1/2 hr rated fire door and witnessed test of activation of same. Fire final is only pending electrical final to be done 080317. Partial passed until electrical is final.						
540	1	FIRE FINAL BUILDING	Partpassed	07/27/2017	07/27/2017	PISANI	
Comments	072717 - Conducted courtesy final inspection. Pending for final approval is the installation of gate at the east side of the building (scheduled 072817), mounting of fire extinguishers at the reception and room 138 (scheduled 072817), installation of fire door and test of smoke detector for same area (scheduled 073117), final approvals for 509 and 510 inspections (scheduled 072817). Facility and riser room keys were place inside Knox box, next to riser. Spoke to building inspectors Fred Zimmerman and John Lee. Both building officials indicated that it will be ok to approve TCO to move in furniture. Contract for alarm monitoring obtained. PP						
640	1	PLANNING COMPLETE	Passed	07/31/2017	07/31/2017	ERNST	
740	1	OFFSITE INSPECTION SIGNOFF	Unrequested				
940	3	CERTIFICATE OF	Unrequested				
940	2	CERTIFICATE OF	Cancelled	08/08/2017	08/07/2017	BECKWITH	
940	1	CERTIFICATE OF	Partpassed	08/02/2017	08/02/2017	ZIMMERMAN	
Comments	30 day temp pending elect sign off						

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

ethos three
ARCHITECTURE

August 1, 2017

Academica Nevada
6630 Surrey Street
Las Vegas, NV 89119

NON-USE OF ASBESTOS CERTIFICATION

PROJECT NAME: Mater Academy Bonanza Campus

PROJECT ADDRESS: 4760 East Bonanza, Las Vegas, NV

I certify that for the project described above that no asbestos-containing material (ACBM) was specified as a building material in any construction document for the building, or, to the best of my knowledge, no ACBM was used as any building material.

ethos|three ARCHITECTURE

John C. Lopeman, AIA

SNHD Southern Nevada Health District

SOUTHERN NEVADA HEALTH DISTRICT

FIELD CHILDCARE PLAN REVIEW CHECKLIST

ECATUR BLVD • LAS VEGAS, NV • 89107 • 702-759-1258 (DIRECT PLAN REVIEW) • 702-759-1110 (DIRECT FOOD OPS) • 702-759-100

FACILITY INFORMATION

PERMIT #	ESTABLISHMENT NAME	PHONE #	EST. SQUARE FOOTAGE	PRIMARY EHS
SR0029131	MATER ACADEMY BONANZA CAMPUS MATER ACADEMY BONANZA CAMPUS PRE-K	() -		

ADDRESS	RISK CAT.	P.E. CODE	DISTIRCT	LOCATION	PERMIT STATUS
4760 E BONANZA RD Las Vegas, NV 89110					

NEVADA CLEAN INDOOR AIR ACT: ☐ COMPLIANCE REQUIRED ☐ EXEMPT

CONTACT PERSON:

CURRENT SERVICE	EHS	SERVICE	DATE	TIME IN	TIME OUT	TRAVEL MIN	INSPECTION RESULT	SEWER	WATER
	EE7000653	PR Final New Construction I	8/04/2017	11:45AM	11:55AM	0	Approved - Follow Up: Plan Review	M	M

SPECIAL NOTES:

In = In compliance **OUT** = Not In compliance **COS** = Corrected on-site during inspection **N/O** = Not observed **N/A** = Not applicable **R** = Repeat violation

	FURNISH/EQUP.			YES	NO	N/A	
1	ADDRESS VISIBLE			■	□	□	
2	TOYS/FURN. SAFE			■	□	□	
3	ADEQUATE STORAGE			■	□	□	
4	CHILD#S STORAGE			■	□	□	
5	MATS # WP COVER			□	□	■	
6	CRIBS #SAFE:			□	□	■	
7	2 3/8# SPACING			□	□	■	
8	MATT. TIGHT 1 «#			□	□	■	
9	NO POSTS/CUT-OUTS			□	□	■	
10	SECURE SIDE LATCH			□	□	■	
11	68 degrees - 82 degrees			■	□	□	
12	COVED JUNCTURES			■	□	□	
13	TILE - RR/KIT/DIAPER			■	□	□	
14	CARPET			□	□	■	
15	OUTLET COVERS			■	□	□	
	LIGHTING			**YES**	**NO**	**N/A**	
16	WEATHER TIGHT			■	□	□	
17	READING, ETC 50 f/c			■	□	□	
18	PLAY 30 f/c			■	□	□	
19	RESTROOMS 20 f/c			■	□	□	
20	NAPPING 5 f/c			■	□	□	
21	NAT. LIGHTING			■	□	□	
22	PROTECTED BULBS			■	□	□	
	PLAYGROUNDS			**YES**	**NO**	**N/A**	
23	SECURED EQUIP.			■	□	□	
24	SEPARATE AGE AREA			■	□	□	
25	CPSC REQUIRED			■	□	□	
26	PERIMETER FENCE 48#/ RIGID/NON-CLIMB			■	□	□	
27	SPACING 3.5#			■	□	□	
28	SECURE GATE			■	□	□	
29	VISIBLE			■	□	□	
30	DRAINAGE			■	□	□	
31	SHADE STRUCTURE MEDIA / DEPTH 1#/FT.			■	□	□	
32	RESTRICT. 6#/ 8#			■	□	□	
33	ACCESS / COVER			■	□	□	
34	FALL ZONES 6#			■	□	□	
35	SANDBOX COVER			■	□	□	
	WASTE			**YES**	**NO**	**N/A**	
36	DUMPSTER/ CAN AREA			■	□	□	
37	LIDDED WASTE CANS			■	□	□	

SNAP FIELD CHILD CARE FACILITY CHECKLIST — Facility Name: SR0029131 — Date: 08/04/2017 — Page 2 of 3

			YES	NO	N/A	
AREA REQUIREMENTS						
38	Play Area 37.5 SF		■	□	□	
39	Indoor Area 35 SF		■	□	□	
HEALTH ROOM						
40	LOCKED CABINETS		■	□	□	
41	TILE/CLEANABLE		■	□	□	
42	GFCI		■	□	□	
43	NON-ABSORBENT		■	□	□	
44	ISOLATED		■	□	□	
VERMIN						
45	PROTECTED OPENING		■	□	□	
POOLS						
46	MEET NAC 444		□	□	■	
47	PRIV. BARRIER W/ 3.5#		□	□	■	
48	WATER PLAY TABLE		□	□	■	
49	PROPERLY DRAINED		□	□	■	
NO CHILD AREA						
50	RESTRICTED ACCESS		■	□	□	
51	CHEMICAL STOAGE		■	□	□	
SNACK/KITCHEN						
52	NON-PHF SEALED		□	□	■	
53	DOMESTIC OK		□	□	■	
54	TILE (NO CARPET)		□	□	■	
55	LIGHT COLOR		□	□	■	
56	VERMIN PROOF		□	□	■	
57	SHELVING		□	□	■	
WATER SUPPLY/SEWAGE						
58	APPROVED (WELL)		■	□	□	
59	15 PSI		■	□	□	
60	90 degrees IN 20 SECONDS		■	□	□	
61	H/C 120 degrees		■	□	□	
62	TEMPERED ONLY 100 degrees		■	□	□	
63	METERED 20 SECOND		■	□	□	
64	INDOOR FOUNTAINS WITH 18# SEP.		■	□	□	
65	CROSS-CONNECTION		■	□	□	
66	ADEQ. HOT DISTR.		■	□	□	
67	BACKFLOW (OTHER)		■	□	□	
68	NO LEAD		■	□	□	
69	SEWAGE SYSTEM		■	□	□	
70	PROPER DRAINAGE		■	□	□	
RESTROOMS/GYM (UPC GUIDES)						
71	CLEANABLE/NONAB		■	□	□	
72	LIGHT COLOR		■	□	□	
73	TP/SOAP DISP.		■	□	□	
74	FULL DOORS		■	□	□	
75	H/C/TEMP SINK 110 degrees		■	□	□	
76	FAUCET 20 SECS.		■	□	□	
77	TOWELS/DRYERS		■	□	□	
78	VENTED		■	□	□	
79	1 LAV : 1 WC		■	□	□	
80	WC 1:15		■	□	□	
81	HEIGHTS: TODDLER-		■	□	□	
82	PRESCHOOL 11#		■	□	□	

83	SCHOOL AGE 15#		■	□	□		
84	DIAPERING:		■	□	□		
85	IMPERVIOUS/NONAB		■	□	□		
86	HEIGHT 30#		■	□	□		
87	WALLS LIGHT/IMPERV.		■	□	□		
LAVATORIES				**YES**	**NO**	**N/A**	
88	OUTSIDE RR		■	□	□		
89	TODDLER 21#- 22#		■	□	□		
90	PRESCHOOL 22#-24#		■	□	□		
91	SCHOOL 24#-26#		■	□	□		
92	NO STEP AIDE		■	□	□		

TEMPERATURE OBSERVATIONS

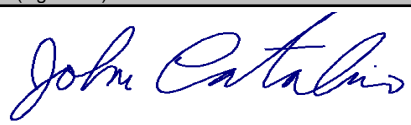
No Temperature Observations

VIOLATIONS, OBSERVATIONS AND CORRECTIVE ACTIONS

Item No	Observations & Corrective Actions

Overall Inspection Comments:

New equipment inspection at facility.

Received by (signature)	Received by (printed)	EHS (signature)
	Butch Coffey Site Superintendent	 John Cataline

Your signature on this form: 1) Does not constitute agreement with its contents. You may discuss the contents of this report with the department by contacting the supervisor at the Environmental Health office indicated on page one of this report. Until such time as a decision is rendered by this department, the contents of this report shall remain in effect; and 2) Acknowledges that this inspection report will be distributed by either email, fax, or postal delivery (of your choosing) within 1 business day. 5354 V1

SOUTHERN NEVADA HEALTH DISTRICT

CHILD CARE INSPECTION REPORT FINAL PR/INITIAL OPERATING

ECATUR BLVD • LAS VEGAS, NV • 89107 • 702-759-1258 (DIRECT PLAN REVIEW) • 702-759-1110 (DIRECT FOOD OPS) • 702-759-100

FACILITY INFORMATION

PERMIT #	ESTABLISHMENT NAME	PHONE #	EST. SQUARE FOOTAGE	PRIMARY EHS
SR0029131	MATER ACADEMY BONANZA CAMPUS MATER ACADEMY BONANZA CAMPUS PRE-K	() -		

ADDRESS	RISK CAT.	P.E. CODE	DISTIRCT	LOCATION	PERMIT STATUS
4760 E BONANZA RD Las Vegas, NV 89110					

NEVADA CLEAN INDOOR AIR ACT: ☐ COMPLIANCE REQUIRED ☐ EXEMPT

CONTACT PERSON:

CURRENT SERVICE	EHS	SERVICE	DATE	TIME IN	TIME OUT	TRAVEL MIN	INSPECTION RESULT	SEWER	WATER
	EE7000653	PR Initial Operational Inspect	8/04/2017	11:55AM	12:05PM	0	Approved - Follow Up: Operations	M	M

SPECIAL NOTES:

In = In compliance **OUT** = Not In compliance **COS** = Corrected on-site during inspection **N/O** = Not observed **N/A** = Not applicable **R** = Repeat violation

SEC 1 - HEALTH AND INFECTION CONTROL PRACTICES		IN	OUT	NO	NA	COS
1	Evacuation plan is not available or updated annually.	☐	☐	☐	■	☐
2	Food handler/child care health card or original TB certificate is not available.	☐	☐	☐	■	☐
3	Children's health and injury records are not maintained on premise.	☐	☐	☐	■	☐
4	Smoking observed on the premise or outdoor area.	■	☐	☐	☐	☐
5	Ill children are not excluded from the facility or staff are not practicing communicable disease prevention.	☐	☐	☐	■	☐
6	First aid items are missing, in disrepair, expired or not stored properly.	☐	☐	☐	■	☐
7	Medication not properly labeled, handled, stored or discarded at expiration.	☐	☐	☐	■	☐
8	A written record of medication administration is not maintained.	☐	☐	☐	■	☐
9	Hand washing and lavatory facilities are not maintained or restricted in use as required.	■	☐	☐	☐	☐
10	Child care providers are not properly washing hands as required.	☐	☐	☐	■	☐
11	Child care providers are not washing, assisting in washing, or supervising the washing of children's hands before or after activities as required.	☐	☐	☐	■	☐
12	In a child care center, diapering procedures are not clearly posted in writing with diagrams and properly followed.	☐	☐	☐	■	☐
13	Disinfectant strength is not as required.	☐	☐	☐	■	☐
14	Disposable gloves are not worn for each diaper change and application of sunscreen.	☐	☐	☐	■	☐
15	Personal use items are not stored appropriately.	☐	☐	☐	■	☐
16	Chemicals are not properly stored or labeled as required.	☐	☐	☐	■	☐
17	In a child care center, a current, signed air freshener notification is not on file.	☐	☐	☐	■	☐
18	Indoor play equipment, toys and furnishings are not cleaned as required.	☐	☐	☐	■	☐
19	Toilet rooms, flush toilets, fixtures, and potty chairs or modified toilet seats are not maintained clean, in good repair, fully stocked and limited to toileting only.	■	☐	☐	☐	☐
20	Proper foot covers are not worn in infant play areas.	■	☐	☐	☐	☐

SEC 2 - EQUIPMENT, FACILITIES & MAINTENANCE		IN	OUT	NO	NA	COS
21	Indoor play equipment, toys and furnishings do not meet requirements.	☐	☐	☐	■	☐
22	Napping, sleeping, activity equipment or linens are not properly cleaned, disinfected or stored.	☐	☐	☐	■	☐
23	Napping, sleeping and activity equipment are not constructed as required or maintained in good condition.	☐	☐	☐	■	☐
24	Infants placed on their abdomen for sleeping or presence of improper bedding and items in the sleeping area.	☐	☐	☐	■	☐
25	At least 2 feet of open space is not provided around napping and sleeping children.	☐	☐	☐	■	☐
26	The street address numbers designating the facility address are not easily visible from the street.	☐	☐	☐	■	☐
27	The interior premises of the facility are not in sound condition, maintained clean, in good repair and free of hazards.	■	☐	☐	☐	☐
28	Openings that access the exterior of the structure, garage or storage areas are not child proofed.	■	☐	☐	☐	☐
29	Electrical outlets, power strips or cords are not operational, in good repair and child proofed.	■	☐	☐	☐	☐
30	Indoor air temperature of 65 degrees -82 degrees F in child-occupied areas and ventilation equipment is not maintained.	■	☐	☐	☐	☐
31	Inadequate lighting or lack of shatterproof or shielded fixtures.	■	☐	☐	☐	☐
32	Water supply is inadequate or not provided in the required areas of the facility.	■	☐	☐	☐	☐

33	Diaper-changing equipment and supplies are not provided and maintained as required.	☐	☐	☐	■	☐	
34	Laundry and custodial areas are not maintained in an orderly, clean, and safe condition inaccessible to children.	■	☐	☐	☐	☐	
35	Drinking water is not provided as required.	■	☐	☐	☐	☐	
36	Backflow prevention devices or air gap are not present or are not maintained.	■	☐	☐	☐	☐	
37	Waste water or sewage is not discharged into an approved sewage disposal system.	■	☐	☐	☐	☐	
38	Solid waste is not disposed of in a sanitary and safe manner.	■	☐	☐	☐	☐	
39	Required notices are not posted or are obscured from public view.	■	☐	☐	☐	☐	
40	Hazardous materials are stored improperly or accessible to children.	■	☐	☐	☐	☐	
SEC 3 - ANIMALS		**IN**	**OUT**	**NO**	**NA**	**COS**	
41	Animal restrictions are not maintained.	☐	☐	☐	■	☐	
42	Handling or enclosure of animal does not meet requirements.	☐	☐	☐	■	☐	
43	Written documentation for current pet vaccinations is unavailable or expired.	☐	☐	☐	■	☐	
SEC 4 - CONTROL OF VERMIN		**IN**	**OUT**	**NO**	**NA**	**COS**	
44	Inadequate measures to control pests and prevent harborage.	■	☐	☐	☐	☐	
45	Pest control application and notification is not provided as required.	■	☐	☐	☐	☐	
SEC 5 - GROUNDS AND OUTDOOR PLAY AREA		**IN**	**OUT**	**NO**	**NA**	**COS**	
46	Grounds and outdoor play areas contain hazards.	■	☐	☐	☐	☐	
47	Outdoor play area lacks an adequate enclosure.	■	☐	☐	☐	☐	
48	Shade is not provided as required in the outdoor play area.	■	☐	☐	☐	☐	
49	Access to play equipment is not limited to proper age groups for which the equipment is developmentally appropriate.	■	☐	☐	☐	☐	
50	Equipment is of unsafe design or is not maintained in good repair.	■	☐	☐	☐	☐	
51	Equipment and use zones do not meet applicable ASTM standards.	■	☐	☐	☐	☐	
52	Protective surfacing does not meet applicable CPSC standards.	■	☐	☐	☐	☐	
53	Bodies of water are not restricted as required.	☐	☐	☐	■	☐	
54	Barrier surrounding bodies of water lack an enclosure as required.	☐	☐	☐	■	☐	
55	Gate or door on barrier is not constructed and maintained as required.	☐	☐	☐	■	☐	
56	Permanent locking device on bodies of water barrier is unlocked, unchained or able to be unlocked by children.	☐	☐	☐	■	☐	
57	Gates or doors on barriers are not provided as required.	☐	☐	☐	■	☐	
58	Doors or window leading from the facility into the body of water enclosure are not secured during business hours.	☐	☐	☐	■	☐	
59	Above ground hot tubs which otherwise do not have a barrier lack a tight fitting, locked cover.	☐	☐	☐	■	☐	
SEC 6 - FOOD SERVICES		**IN**	**OUT**	**NO**	**NA**	**COS**	
60	Child care center which does not have a food establishment health permit does not limit food service as required.	☐	☐	☐	■	☐	
61	Food is not obtained from an approved source, not wholesome, or lacks documentation to identify provider.	☐	☐	☐	■	☐	
62	In a child care center, food preparation, dining, and utensil washing and rinsing areas are not labeled as such and maintained separate from diaper areas and hand wash sinks.	☐	☐	☐	■	☐	
63	Adequate barriers to kitchen hazards are not provided.	■	☐	☐	☐	☐	
64	Refrigeration does not provide temperatures of 41 degrees F or below or temperatures are not monitored.	☐	☐	☐	■	☐	
65	Food storage, preparation and service is not as required.	☐	☐	☐	■	☐	
66	Food contact surfaces, dining areas, tableware and equipment are not maintained clean, orderly and in good repair.	☐	☐	☐	■	☐	
67	Safe nursery food service procedures are not followed.	☐	☐	☐	■	☐	
Substantial Health Hazards		**IN**	**OUT**				
68	Loss of utilities or substantial structural damage	■	☐				
69	Lack of potable water	■	☐				
70	An infestation, harborage, or propagation of vermin	■	☐				
71	Inadequate waste disposal	■	☐				

72	Equipment that poses a life or safety hazard	■	□				
73	Missing or inoperable smoke detection equipment	■	□				
74	Lack of adequate toilets and hand washing facilities	■	□				
75	Misuse of poisonous or toxic materials	■	□				
76	Conditions that promote the transmission of communicable diseases	■	□				
77	Emergency such as fire and/or flood	■	□				
78	Other condition or circumstance that may endanger public health	■	□				
79	Bodies of water lacking approved barriers	■	□				

TEMPERATURE OBSERVATIONS

No Temperature Observations

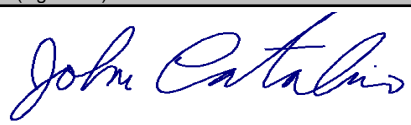
VIOLATIONS, OBSERVATIONS AND CORRECTIVE ACTIONS

Item No	Observations & Corrective Actions

Overall Inspection Comments:

No violations.

Approved for operation.

Received by (signature)	Received by (printed)	EHS (signature)
	Butch Coffey Site Superintendent	 John Cataline

Your signature on this form: 1) Does not constitute agreement with its contents. You may discuss the contents of this report with the department by contacting the supervisor at the Environmental Health office indicated on page one of this report. Until such time as a decision is rendered by this department, the contents of this report shall remain in effect; and 2) Acknowledges that this inspection report will be distributed by either email, fax, or postal delivery (of your choosing) within 1 business day. 5355 V1

Southern Nevada Health District

Page 1 of 1

REPORT AND NOTICE OF INSPECTION

280 SOUTH DECATUR BLVD • LAS VEGAS, NV • 89107 • 702-759-1258 (DIRECT PLAN REVIEW) • 702-759-1110 (DIRECT FOOD OPS) • 702-759-1000 (24 HOURS)

FACILITY INFORMATION

PERMIT #	ESTABLISHMENT NAME	PHONE #	FACILITY ID	
SR0029130	MATER ACADEMY BONANZA CAMPUS		FA0081658	

ADDRESS	RECORD ID
4760 E BONANZA RD	DA9DWJDDX

PERSON INTERVIEWED:	TELEPHONE:
FACILITY TYPE: 5104 - SPPR - MIDDLE SCHOOL KITCHENS	CONTACT PERSON:

CURRENT SERVICE	EHS	SERVICE	DATE	TIME IN	TIME OUT		RESULT
	EE7000653	PR Final New Construction Ins	8/04/2017	11:25AM	11:35AM		Approved - Follow Up: Plan Review

SPECIAL NOTES:

Inspection Violations

No violations cited.

Inspection Temperature Observations

No Temperature Observations

Overall Inspection Comments

New equipment inspection at facility. All equipment in place. See 929 inspection report for details.

Received by (signature)	Received by (printed)	EHS (signature)
	Butch Coffey Site Superintendent	 John Cataline

SNHD Southern Nevada Health District

SOUTHERN NEVADA HEALTH DISTRICT

FOOD ESTABLISHMENT INSPECTION

280 SOUTH DECATUR BLVD • LAS VEGAS, NV • 89107 • 702-759-1258 (DIRECT PLAN REVIEW) • 702-759-1110 (DIRECT FOOD OPS) • 702-759-1000 (24 HOURS)

FACILITY INFORMATION

PERMIT #	ESTABLISHMENT NAME	PHONE #	EST. SQUARE FOOTAGE	PRIMARY EHS
SR0029130	MATER ACADEMY BONANZA CAMPUS MATER ACADEMY BONANZA CAMPUS K-8 KIT	() -		

ADDRESS	RISK CAT.	P.E. CODE	DISTIRCT	LOCATION	PERMIT STATUS
4760 E BONANZA RD Las Vegas, NV 89110					

NEVADA CLEAN INDOOR AIR ACT: ☐ COMPLIANCE REQUIRED ☐ EXEMPT

CONTACT PERSON:

CURRENT SERVICE	EHS	SERVICE	DATE	TIME IN	TIME OUT	DEMERITS	FINAL GRADE	TRAVEL MIN	INSPECTION RESULT	SEWER	WATER
	EE7000653	PR Initial Operational Inspec	8/04/2017	11:35AM	11:45AM	0	APPROVED	0	Approved - Follow Up	M	M

SPECIAL NOTES:

In = In compliance **OUT** = Not In compliance **COS** = Corrected on-site during inspection **N/O** = Not observed **N/A** = Not applicable **R** = Repeat violation

Imminent Health Hazards-Notify SNHD and Cease Operations as Directed		OUT
	Interruption of electrical service	☐
	No potable water or hot water	☐
	Gross unsanitary occurrences or conditions including pest infestation	☐
	Sewage or liquid waste not disposed of in an approved manner	☐
	Lack of adequate refrigeration	☐
	Lack of adequate employee toilets and handwashing facilities	☐
	Misuse of poisonous or toxic materials	☐
	Suspected foodborne illness outbreak	☐
	Emergency such as fire and/or flood	☐
	Other condition or circumstance that may endanger public health	☐

SECTION 1 - The Critical Violations listed below are to be assessed 5 demerits for each violation		IN	OUT	COS	NO	NA	R
1	Verifiable time as a control with approved procedure when in use. Operational plan, waiver or variance approved and followed when required. Operating within the parameters of the health permit.	☐	☐	☐	☐	■	☐
2	Handwashing (as required, when required, proper glove use, no bare hand contact of ready to eat foods). Foodhandler health restrictions as required.	☐	☐	☐	☐	■	☐
3	Commercially manufactured food from approved source with required labels. Parasite destruction as required. Potentially hazardous foods/time temperature control for safety (PHF/TCS) received at proper temperature.	☐	☐	☐	☐	■	☐
4	Hot and cold running water from approved source as required.	■	☐	☐	☐	☐	☐
5	Imminently dangerous cross connection or backflow. Waste water and sewage disposed into public sewer or approved facility.	■	☐	☐	☐	☐	☐
6	Food wholesome; not spoiled, contaminated, or adulterated.	☐	☐	☐	☐	■	☐
7	PHF/TCSs cooked and reheated to proper temperatures.	☐	☐	☐	☐	■	☐
8	PHF/TCSs properly cooled.	☐	☐	☐	☐	■	☐
9	PHF/TCSs at proper temperatures during storage, display, service, transport, and holding.	☐	☐	☐	☐	■	☐

SECTION 2 - The Major Violations listed below are to be assessed 3 demerits for each violation		IN	OUT	COS	NO	NA	R
10	Food and warewashing equipment approved, properly designed, constructed and installed.	■	☐	☐	☐	☐	☐
11	Food protected from potential contamination during storage and preparation.	☐	☐	☐	☐	■	☐
12	Food protected from potential contamination by chemicals. Toxic items properly labeled, stored and used.	☐	☐	☐	☐	■	☐
13	Food protected from potential contamination by employees and consumers.	☐	☐	☐	☐	■	☐
14	Kitchenware and food contact surfaces of equipment properly washed, rinsed, sanitized and air dried. Equipment for warewashing operated and maintained. Sanitizer solution provided and maintained as required.	■	☐	☐	☐	☐	☐
15	Handwashing facilities adequate in number, stocked, accessible, and limited to handwashing only.	■	☐	☐	☐	☐	☐
16	Effective pest control measures. Animals restricted as required.	■	☐	☐	☐	☐	☐
17	Hot and cold holding equipment present; properly designed, maintained and operated.	■	☐	☐	☐	☐	☐
18	Accurate thermometers (stem & hot/cold holding) provided and used.	■	☐	☐	☐	☐	☐
19	PHF/TCSs properly thawed. Fruits and vegetables washed prior to preparation or service.	■	☐	☐	☐	☐	☐
20	Single use items not reused or misused.	☐	☐	☐	☐	■	☐
21	Person in charge available and knowledgeable/management certification. Foodhandler card as required. Facility has an effective employee health policy.	■	☐	☐	☐	☐	☐
22	Backflow prevention devices and methods in place and maintained.	■	☐	☐	☐	☐	☐

23	Grade card and required signs posted conspicuously. Consumer advisory as required. Records/logs maintained and available when required. NCIAA compliant. PHFs labeled and dated as required. Food sold for offsite consumption labeled properly.	☐	☐	☐	☐	■	☐

SECTION 3 - Good Food Management Practices to Prevent Unsanitary Conditions		IN	OUT			NA	
24	Acceptable personal hygiene practices, clean outer garments, proper hair restraints used. Living quarters and child care completely separated from food service.	☐	☐			■	
25	Non-PHF and food storage containers properly labeled and dated as required. Food stored off the floor when required. Non-PHF/TCS not spoiled and within shelf-life. Proper retail storage of chemicals.	☐	☐			■	
26	Facilities for washing and sanitizing kitchenware approved, adequate, properly constructed, maintained and operated.	■	☐			☐	
27	Appropriate sanitizer test kits provided and used. Equipment and ware washing thermometer(s) are required. Wiping cloths and linens stored and used properly.	■	☐			☐	
28	Small wares and portable appliances approved, properly designed, in good repair.	■	☐			☐	
29	Utensils, equipment, and single serve items properly handled, stored, and dispensed.	☐	☐			■	
30	Nonfood contact surfaces and equipment properly constructed, installed, maintained and clean.	■	☐			☐	
31	Restrooms, mop sink, and custodial areas maintained and clean. Premises maintained free of litter, unnecessary equipment, or personal effects. Trash areas adequate, pest proof, and clean.	■	☐			☐	
32	Facility in sound condition and maintained (floors, walls, ceilings, plumbing, lighting, ventilation, etc.).	■	☐			☐	

TEMPERATURE OBSERVATIONS

CT = Cooking temp. **HH** = Hot Holding temp. **CH** = Cold Holding temp. **RH** = ReHeat temp. **TC** = Time as Control temp. **COOL** = Cooling temp.

Item	Location	Measurement	Comment
Hot water	3 compartment sink	130.00 F	

VIOLATIONS, OBSERVATIONS AND CORRECTIVE ACTIONS

Item No	Observations & Corrective Actions

Overall Inspection Comments:

No violations.

Approved for operation.

Food establishment regulations (2010) and educational materials available at **www.SouthernNevadaHealthDistrict.org/ferl**

Section 1 Demerits	0
Section 2 Demerits	0
Total Demerits	**0**
Initial Inspection Grade	PPROVE
☐ This grade resulted from a repeat critical or major violation.	
Reinspection Fee:	**N/A**

0 to 10 demerits = A (Identical consecutive critical or major violations shall be downgraded to next lower grade.)

11 to 20 demerits or identical consecutive critical or major violation = B; Re-inspection after 15 days, or sooner if requested. Inspection must result in 10 demerits or less, with no identical repeat critical or major violations. **Failure on re-inspection will result in a "C" grade with associated fee and may require a supervisory conference.**

21 to 40 demerits = C; Re-inspection after 15 days, or sooner if requested. Inspection must result in 10 demerits or less, with no identical repeat critical or major violations. **Failure on re-inspection will result in a closure of the facility with associated fee and may require a supervisory conference.**

41 or more demerits = Closure or Imminent Health Hazard requiring closure; All food activities must remain suspended until approved by Health Authority. Re-inspection upon operator request must result in 10 demerits or less, with no identical repeat critical or major violations. **Failure on re-inspection will result in continued closed status with associated fee and may require a supervisory conference.**

Fee required to be paid within 10 business days or prior to reinspection

Inspector name: John Cataline

Received by (signature)	Received by (printed)	EHS (signature)
	Butch Coffey Site Superintendent	 John Cataline

Your signature on this form: 1) Does not constitute agreement with its contents. You may discuss the contents of this report with the department by contacting the supervisor at the Environmental Health office indicated on page one of this report. Until such time as a decision is rendered by this department, the contents of this report shall remain in effect; and 2) Acknowledges that this inspection report will be distributed by either email, fax, or postal delivery (of your choosing) within 1 business day. 5104 V18

What should I do if an imminent health hazard occurs at my food establishment?

Immediately notify the health district and voluntarily discontinue operations. The health district will discuss the hazard with you and may approve a contingency plan. {8-204.12(f)}

If you fail to notify the health district and continue operations during an imminent health hazard, you will be issued a cease and desist order. You will also be assessed fees and required to pass an inspection, with fewer than 10 demerits and no identical repeat critical or major violations prior to reopening.

If your facility is closed for excessive violations with a history of non-compliance, including repeat critical or major violations, you may be required to attend a supervisory conference before an inspection to reopen the facility. Additionally, you will be required to pay all applicable fees before the inspection.

When in doubt, contact the health district food inspection operations office that inspects your establishment.

What is an imminent health hazard? Examples include, but are not limited to:

- Fire
- Flood
- No hot water
- No water
- Power outage
- Inadequate refrigeration
- Sewage backup
- Misuse of poisonous or toxic materials
- Onset of a suspected foodborne illness outbreak
- Pest infestation
- Gross unsanitary occurrences or conditions, or other circumstances that may endanger public health

Please contact SNHD if you encounter an imminent health hazard at one of the following numbers:

- **Food Operations General Contact Number**
  - **702-759-1110 Desk**
- **Larry Rogers - Food Operations Manager**
  - **702-759-0837 Desk**
- **Jackie Reszetar - Environmental Health Director**
  - **702-759-0590 Desk**

If a hazard occurs outside our regular business hours, call our 24-hour phone number (702) 759-1600, choose the Environmental Health option and then press '1' to speak with an after-hours inspector.

Southern Nevada Health District

Page 1 of 1

REPORT AND NOTICE OF INSPECTION

280 SOUTH DECATUR BLVD • LAS VEGAS, NV • 89107 • 702-759-1258 (DIRECT PLAN REVIEW) • 702-759-1110 (DIRECT FOOD OPS) • 702-759-1000 (24 HOURS)

FACILITY INFORMATION

PERMIT #	ESTABLISHMENT NAME	PHONE #	FACILITY ID	
SR5SFU0XO	MATER ACADEMY BONANZA CAMPUS		FA0081658	

ADDRESS	RECORD ID
4760 E BONANZA RD	DAQCJVCBT

PERSON INTERVIEWED:	TELEPHONE:
FACILITY TYPE: 8205 - SPPR - MIDDLE SCHOOL	CONTACT PERSON:

CURRENT SERVICE	EHS	SERVICE	DATE	TIME IN	TIME OUT		RESULT
	EE7000653	PR Final New Construction Ins	8/04/2017	12:05PM	12:20PM		Approved - Follow Up: Plan Review

SPECIAL NOTES:

Inspection Violations

No violations cited.

Inspection Temperature Observations

No Temperature Observations

Overall Inspection Comments

New construction inspection at facility. See 929 inspection report for details.

Received by (signature)	Received by (printed)	EHS (signature)
	Butch Coffey Site Superintendent	 John Cataline

SOUTHERN NEVADA HEALTH DISTRICT

SCHOOL INSPECTION REPORT FINAL PR/INITIAL OPERATING

DECATUR BLVD • LAS VEGAS, NV • 89107 • 702-759-1258 (DIRECT PLAN REVIEW) • 702-759-1110 (DIRECT FOOD OPS) • 702-759-1000 (2

FACILITY INFORMATION

PERMIT #	SR #	NAME	PHONE #	SQ. FOOTAGE	PRIMARY EHS
PR0120574	SR5SFU0XO	MATER ACADEMY BONANZA CAMPUS MATER ACADEMY BONANZA CAMPUS K-8	() -		

ADDRESS	RISK CAT.	P.E. CODE	DISTRICT	LOCATION	PERMIT STATUS
4760 E BONANZA RD Las Vegas, NV 89110					

NEVADA CLEAN INDOOR AIR ACT: ☐ COMPLIANCE REQUIRED ☐ EXEMPT

CONTACT PERSON:

CURRENT ACTION	EHS	SERVICE	DATE	TIME IN	TIME OUT	TRAVEL MIN	RESULT	SEWER	WATER	FUTURE ACTION	ACTION	DATE
	EE7000653	929	8/04/2017	12:20PM	1:10PM	0	80	M	M		53	

OF ROOMS: 0 # DIFFERENT TYPES OF ROOMS: 0 # of POOLS: 0 # of SPAS 0

SPECIAL NOTES:

In = In compliance **OUT** = Not In compliance **COS** = Corrected on-site during inspection **N/O** = Not observed **N/A** = Not applicable **R** = Repeat violation

	Playgrounds	IN	OUT	N/A		UNIT
1	Playground equipment properly installed/ maintained/ clean	■	☐	☐		0
2	Playground has adequate surfacing	■	☐	☐		0
3	Playground is free of hazards	■	☐	☐		0
	Grounds/Exterior	**IN**	**OUT**	**N/A**		**UNIT**
4	Walkways in good condition/properly surfaced	■	☐	☐		0
5	Garbage properly disposed of/area clean /adequate / secure	■	☐	☐		0
6	Grounds maintained clean-no hazards	■	☐	☐		0
	Internal Structure	**IN**	**OUT**	**N/A**		**UNIT**
7	Roof and ceilings- no leakage/ damage/ adequate	■	☐	☐		0
8	Protected against vermin access and harborage	■	☐	☐		0
9	Surfaces - good repair/ clean/ properly finished	■	☐	☐		0
10	Exits not obstructed	■	☐	☐		0
11	Snack Shack/ student store limited as required/ clean	☐	☐	■		0
12	Lighting as required	■	☐	☐		0
13	GFCI as required	■	☐	☐		0
	Custodial	**IN**	**OUT**	**N/A**		**UNIT**
14	Chemicals, Flammables - storage, labels use area clean, organized, inaccessible	☐	☐	■		0
15	Proper cleaning of biological hazards	☐	☐	■		0
16	Utility Access Areas - no hazards	■	☐	☐		0
	Classrooms	**IN**	**OUT**	**N/A**		**UNIT**
17	Classroom ambient air temperature	■	☐	☐		0
18	Classroom equipment - clean/ repair/ no hazard	■	☐	☐		0
19	Classroom chemical storage acceptable	■	☐	☐		0
	Specialty Classrooms	**IN**	**OUT**	**N/A**		**UNIT**
20	Specialty classrooms clean, in good repair, no hazards	■	☐	☐		0
21	Specialty classroom equipment installed, vented, maintained	☐	☐	■		0
22	Personal protection provided, used	■	☐	☐		0
23	Safety instructions provided	☐	☐	■		0
24	Food stored, limited as required	☐	☐	■		0
25	Specialty classroom chemicals - approved, labeled, stored, used	☐	☐	■		0
26	Speciality classroom - eyewash/ shower lavatories accessible and stocked as required	■	☐	☐		0
	Pets / Animals	**IN**	**OUT**	**N/A**		**UNIT**
27	Pets/animals kept in designated areas	☐	☐	■		0
28	Enclosure/cage maintained free of nuisances	☐	☐	■		0
29	Proper handwashing after handling	☐	☐	■		0
	Health Office	**IN**	**OUT**	**N/A**		**UNIT**
30	Health Office: Isolation provided / nonabsorbent cots clean and sanitized	■	☐	☐		0
31	Proper meds storage in health office	☐	☐	■		0
	Water Supply	**IN**	**OUT**	**N/A**		**UNIT**
32	Drinking fountains clean / in good repair	■	☐	☐		0
33	Water protected from backflow / device maintained & tested	■	☐	☐		0

SCHOOL INSPECTION REPORT FOR FINAL INVENTORY OPERATING
SR5SFU0XO

Date: 08/04/2017

34	Water source approved	■	□	□		0
Gym/Locker Rooms		**IN**	**OUT**	**N/A**		**UNIT**
35	Gym/locker rooms clean / in good repair / no hazards/ surfaced	□	□	■		0
36	Laundry/linen approved storage/procedures	□	□	■		0
37	Showers 100 degrees -110 degrees F / as required / in good repair	□	□	■		0
Restrooms		**IN**	**OUT**	**N/A**		**UNIT**
38	Restrooms adaquate, convienient, accessible, clean and in good repair	■	□	□		0
39	Restroom fixtures in good repair, vented, clean	■	□	□		0
40	Toilet tissue, waste disposal	■	□	□		0
Lavatories		**IN**	**OUT**	**N/A**		**UNIT**
41	Lavatories provided / adequate / installed properly	■	□	□		0
42	90 degrees - 100 degrees F mix / 100 degrees - 110 degrees F faucets	■	□	□		0
43	Towels / dryer / soap provided at lavatory	■	□	□		0
44	Adequate flow of water as lavatory	■	□	□		0
Sewage		**IN**	**OUT**	**N/A**		**UNIT**
45	Sewage disposal approved	■	□	□		0
46	Sewage - Installed / maintained properly	■	□	□		0
47	Sewage - Equipment drained properly	■	□	□		0

TEMPERATURE OBSERVATIONS

No Temperature Observations

VIOLATIONS, OBSERVATIONS AND CORRECTIVE ACTIONS

Item No	Observations & Corrective Actions

Overall Inspection Comments:

No violations.

Approved for operation

Food establishment regulations (2010) and educational materials available at **www.SouthernNevadaHealthDistrict.org/ferl**

Inspector Name: John Cataline

Signature Note:

Received by (signature)	Received by (printed)	EHS (signature)
	Butch Coffey Site Superintendent	 John Cataline

Your signature on this form: 1) Does not constitute agreement with its contents. You may discuss the contents of this report with the department by contacting the supervisor at the Environmental Health office indicated on page one of this report. Until such time as a decision is rendered by this department, the contents of this report shall remain in effect; and 2) Acknowledges that this inspection report will be distributed by either email, fax, or postal delivery (of your choosing) within 1 business day.

Attachment 10: Facility Code Compliance

STATE OF NEVADA

BRIAN SANDOVAL
Governor

BRUCE BRESLOW
Director

JOSEPH (JD) DECKER
Administrator

TODD R. SCHULTZ CSP, CSHM, CPM
Chief Administrative Officer

DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INDUSTRIAL RELATIONS
SAFETY CONSULTATION AND TRAINING SECTION

May 31, 2017

Mr. Jacob Smoot
Project Manager
Mater Academy of Nevada – Bonanza Campus
4760 East Bonanza Road
Las Vegas NV 89110

Dear Mr. Smoot:

This letter confirms your May 11, 2017 request for an on-site consultation survey.

We would like to commend you on your decision to seek our assistance to help improve your company's safety and health programs.

As soon as our schedule permits, one of our consultants will contact you to arrange a date and time for your consultation visit.

To assist us in providing you with an efficient and productive visit, we request that the following information be made available to our consultant during the onsite visit: certificate of workers compensation insurance; the Log of Work-Related Injuries and Illnesses (OSHA Form 300) and associated documentation; any written materials developed for your business that address health and safety issues; any written safety and health programs; safety training program outlines and documentation of training completed; and Safety Data Sheets (SDS's) for all chemicals, batch materials, or similar commercial and industrial products in use at your facility.

While not required, we request that the company's officer-in-charge participate in the consultation visit opening conference so that they can be made aware of the services to be provided and of the employer's responsibilities associated with using our service. We also encourage you to allow employee participation in our visit since the outcome of our survey will directly affect your workforce.

In addition, if you have a union work force, an employee representative must be offered the opportunity to participate in the opening conference, physical inspection of the facility, and the

closing conference. If there is an objection to holding joint opening and closing conferences, the consultant will conduct separate conferences with the employer and the employee representatives. If you have a union workforce, please ensure that the employee representatives are notified of the opening and closing conference dates and times.

The consultation program is designed to help you establish and maintain a safe and healthful workplace. We look forward to working with you to implement an effective safety and health program that will improve productivity and reduce occupational injuries and illnesses.

If you need any assistance with occupational safety and health issues before we are able to schedule a consultation visit, please call our office and request to speak with one of our consultants.

Sincerely,

Bob Harris
Consultation Supervisor

Mater Academy of Nevada (MAN)
Budget Narrative

The following narrative provides an overview of MAN's projected revenue and expenses.

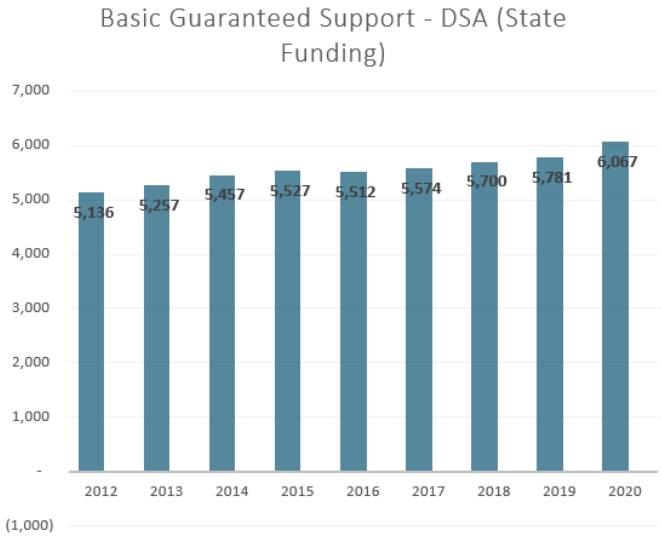
Revenue

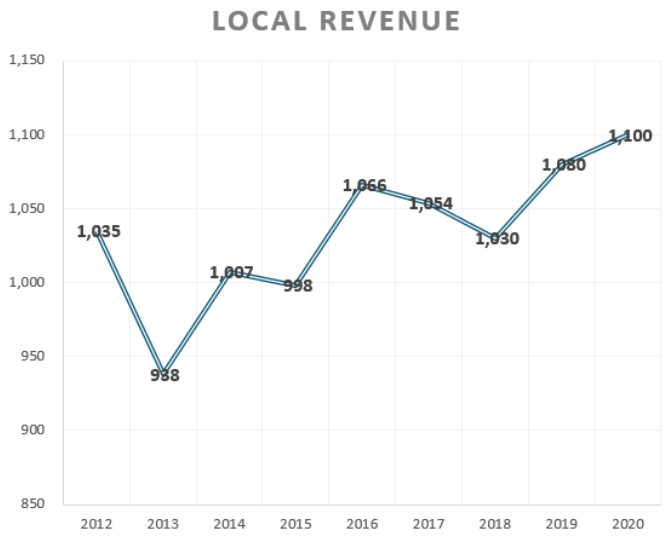
Per-Pupil Revenue:

The budget created for MAN includes the per-pupil revenue assumption of $7,167 for the current fiscal year of operation (2019-2020), with an estimated 1.30% increase each subsequent year thereafter. Assumption of $7,167 was based on the per-pupil revenue anticipated to be funded during the 19-20 school year.

Sec. 3. The basic support guarantee for school districts, charter schools and university schools for profoundly gifted pupils for operating purposes for Fiscal Year 2019-2020 is an estimated weighted average of $6,218 per pupil. For each respective school district, the basic support guarantee per pupil for Fiscal Year 2019-2020 is:

Carson City	$7,184
Churchill	$7,006
Clark	$6,067
Douglas	$6,086
Elko	$7,891
Esmeralda	$20,750
Eureka	$11,032
Humboldt	$7,431
Lander	$3,517
Lincoln	$12,131
Lyon	$7,724
Mineral	$10,152
Nye	$7,967
Pershing	$9,691
Storey	$6,136
Washoe	$6,034
White Pine	$8,512





National School Lunch Program (NSLP):

The budget created Mater Academy of Nevada includes an assumptive NSLP revenue of $151,000 annually. The National School Lunch Program is a federally assisted meal program that provides nutritionally balanced, low-cost or free lunches to children each day.

Special Education Funding (Part B):

Anticipated $950 per SPED student – Revenue is budgeted based upon prior year SPED counts which take place in October of each year.

SPED Discretionary Unit:

Anticipated $3,300 per SPED student – Revenue is budgeted based upon prior year SPED counts.

Expenses

Expense Categories:

1. Personnel pg. 2
2. Benefits pg. 5
3. Payroll Services pg. 6
4. Contractual pg. 6
5. Contracted Services pg. 6
6. Equipment pg. 7
7. Supplies pg. 7
8. Facility pg. 7
9. Lunch Program pg. 9
10. Travel pg. 9
11. Accounting, Audit, Legal Fees pg. 9
12. Technology pg. 9
13. Other pg. 10

Personnel:

Approx. 43.49% of the budget (Year 1 – Year 5)

In the 19-20 school year, Mater Academy of Nevada will have a combined total staff of 131, including 94 total teachers and 37 total administrative and support staff; with a total enrollment of 1,969 students. By the 23-24 school year, Mater Academy of Nevada is estimated to expand to a total staff of 135 and a total student enrollment of 2,000; adding, throughout the years, the necessary staff in order to effectively manage the actual/projected student enrollment increases. Below are the actual and anticipated staffing positions, including the starting salary of each position:

> Principal - $95,000/year – *Develop/Implement policies, programs, curriculum activities, and budgets in a manner that promotes the educational development of each student and the professional development of each staff member.*

Assistant Principal - $75,000/year – *Develop/implement the total school program by assisting the principal in the overall running of the school.*

Counselor - $57,000/year – *Act as advocates for students' well-being, and as valuable resources for their educational advancement.*

Curriculum Coach - $60,000/year – *Serves as a content specialist to assist in the development and implementation of campus instructional plans.*

Classroom Teachers (Core) - $43,900/year – *Prepare and educate students for the world by creating lesson plans and tracking student progress to ensure academic goals are met.*

Classroom Teachers (Special) - $43,900/year – *Prepare and educate students for the world by creating lesson plans and tracking student progress to ensure academic goals are met.*

Special Ed. Teachers - $43,900/year – *Prepare and educate students with a wide range of learning disabilities by adapting general lesson plans and tracking student progress to ensure academic goals are met.*

Special Ed. Facilitator - $60,000/year – *Prepare and educate students with a wide range of learning disabilities by adapting general lesson plans and tracking student progress to ensure academic goals are met.*

School Psychologist - $60,000/year – *Work with students individually or in groups to help deal with various behavioral issues, learning difficulties, emotional problems, and any other concerns the schools may have.*

Office Manager - $45,000/year – *Ensures the smooth running of day-to-day office operations by organizing and coordinating administrative duties and procedures.*

Registrar - $40,000/year – *Responsible for maintaining student records; includes processing student enrollment, transfers, and withdrawals.*

School Nurse - $40,000/year – *Supports all students by providing health care services through assessments and interventions addressing the physical, mental, emotional and social health needs.*

Teacher Assistants - $12.50/hour – *Reinforce lessons presented by teachers, as well as assist teachers with recordkeeping.*

Clinic Aide - $15.00/hour – *Renders basic first aid to students and performs health-related records/data file management duties.*

Receptionist - $15.00/hour – *Greet visitors, parents and students; while facilitating communication within the school and assuring records and schedules are kept up to date.*

Campus Monitor/Custodian - $12.50/hour – *Supervise/Monitor students on school grounds while enforcing appropriate student behavior and ensuring school safety.*

Cafeteria Manager - $12.25/hour – *Responsible for planning, managing, and supervising a small food service facility (cafeteria).*

Below are the anticipated staffing needs each year; including the anticipated student enrollment and the anticipated total staffing cost each year:

	19-20	20-21	21-22	22-23	23-24
Anticipated Enrollment:	1,969	2,000	2,000	2,000	2,000

Position	19-20	20-21	21-22	22-23	23-24
Principal	2	2	2	2	2
Assistant Principal	4	4	4	4	4
Lead Teacher(s) / Lead Principal Staff	0	0	0	0	0
Counselor	4	4	4	4	4
Curriculum Coach	2	2	2	2	2
Classroom Teachers (Core)	71	72	72	72	72
Classroom Teacheres (Specials)	17	18	18	18	18
Special Education Teachers	6	8	8	8	8
Special Education Facilitator	1	1	1	1	1
Speech Pathologist	0	0	0	0	0
School Psychologist	1	1	1	1	1
School Nurse	0	0	0	0	0
Office Manager	3	3	3	3	3
Registrar	2	2	2	2	2
Teacher Assistants	6	6	6	6	6
Receptionist	2	2	2	2	2
Clinic Aide	2	2	2	2	2
Campus Monitor	6	6	6	6	6
Cafeteria Manager	2	2	2	2	2
Gate Teacher	0	0	0	0	0
Total	**5,983,653**	**6,201,642**	**6,294,458**	**6,389,888**	**6,483,438**

All salaries are anticipated to increase by 1.50% each year
Additional staff positions will be added in the following years based upon the growth of these charter schools.

a. Mater Academy of Nevada – Bonanza Campus – Personnel Breakdown

Position	19-20	20-21	21-22	22-23	23-24
Principal	1	1	1	1	1
Assistant Principal	2	2	2	2	2
Lead Teacher(s) / Lead Principal Staff	0	0	0	0	0
Counselor	2	2	2	2	2
Curriculum Coach	1	1	1	1	1
Classroom Teachers (Core)	35	36	36	36	36
Classroom Teacheres (Specials)	8	9	9	9	9
Special Education Teachers	3	4	4	4	4
Special Education Facilitator	1	1	1	1	1
Speech Pathologist	0	0	0	0	0
School Psychologist	1	1	1	1	1
School Nurse	0	0	0	0	0
Office Manager	2	2	2	2	2
Registrar	1	1	1	1	1
Teacher Assistants	3	3	3	3	3
Receptionist	1	1	1	1	1
Clinic Aide	1	1	1	1	1
Campus Monitor	3	3	3	3	3
Cafeteria Manager	1	1	1	1	1
Total	**64.5**	**67.5**	**67.5**	**67.5**	**67.5**

Benefits:

Approx. 20.12% of the budget (Year 1 – Year 5)

Employee benefits will cover all employees except for substitute teachers and other contracted services; as they are not employed by the school. Employee benefits include, but are not limited to, the following:

- PERS (Retirement)
- Medicare
- Workers Comp
- Medical/Dental/Vision/Life/Disability

These expenses are figured at approximately 45.80% of salaries in the 19-20 school year, increasing incrementally each subsequent year thereafter. Using the total cost of salaries each year from the personnel chart above, the anticipated cost of employee benefits each year is as followed:

	19-20	20-21	21-22	22-23	23-24
Total Salaries & Wages:	$ 5,983,653	$ 6,201,642	$ 6,294,458	$ 6,389,888	$ 6,483,438
Benefits % of Salaries:	45.80%	45.86%	46.11%	46.36%	46.61%
Total Cost of Benefits:	**$ 2,740,469**	**$ 2,844,242**	**$ 2,902,545**	**$ 2,962,531**	**$ 3,022,098**

Payroll Services:

Approx. 0.25% of the budget (Year 1 – Year 5)

The cost of payroll services is assumed based upon the figures provided by other charter schools working with Academica Nevada. It costs $20 per employee per month to process payroll, bringing us to an annual total cost of $240 per employee.

Contractual:
Approx. 7.20% of the budget (Year 1 – Year 5)

Academica Nevada Management Fee – $450 per student – Academica Nevada is an Educational Management Service Provider whose services to MAN include, and are not limited to, the following:

- Identification, design, and procurement of facilities and equipment
- Staffing recommendations and human resource coordination
- Regulatory compliance and state reporting
- Legal and corporate upkeep
- Public relations and marketing
- The maintenance of the books and records of the charter school
- Bookkeeping, budgeting and financial forecasting

Mater Academy, Inc. Affiliation Fee – 1.00% of DSA revenue – Trademark License Agreement between Mater Academy, Inc. ("Licensor"), and the school, Mater Academy of Nevada ("Licensee"). Mater Academy, Inc. grants Mater Academy of Nevada a non-exclusive, non-transferable, royalty-free license to use the trademark in connection with the development and establishment of the school of Mater Academy of Nevada in the State of Nevada.

- 0.50% of the 1.00% Mater Academy, Inc. Affiliation Fee goes back to the school for Professional Development.

Contracted Services:
Approx. 2.54% of the budget (Year 1 – Year 5)

Special Education Contracted Services –Anticipated expense of $200,000 during the 19-20 school year, increasing incrementally as SPED student enrollment increases and as the newer campuses begin to grow. Special Education Contracted Services include speech therapy, occupational therapy, physical therapy, nursing, and psychological services. The budgeted expenses are based off the charter schools Academica Nevada works closely with.

Data Analyst Contracted Services – $4,210 for the 19-20 school year, incrementally increasing each year thereafter. The Mater Academy Data Analyst maintains accurate data files of student achievement and works with site based staff to interpret the data and plan for improved instructions. Essential duties include:

- Analyze and prepare reports from local, state, and national assessment data as it relates to individual's student performance and school improvement.
- Develop and maintain historical student and school data files to monitor track performance.
- Interpret and review assessment data with administrators and teachers; support the planning of action steps.
- Compile data from multiple assessments to develop student, subject, grade-level, or school achievement profiles.
- Work with staff in schools in one-on-one and group settings to conduct training in the use of data to improve student results.

Substitute Teachers - $165/day – *Manage the learning environment while providing instruction in the absence of a classroom teacher.* (10 days per teacher) MAN will contract with a staffing agency

for substitute teachers. Pricing is based on the rates given by Kelly Educational Staffing, an experienced provider of substitute teachers nationwide, who has and is currently serving charter schools similar in size of the proposed charter. The substitute teacher services provided, which include educational staffing and placement needs; are conservatively priced at $165 per day, for 10 days per teacher.

Equipment:

Approx. 2.63% of the budget (Year 1 – Year 5)

FFE Lease: Instructional Equipment / Computers / Furniture / Fixtures - Utilizing Academica Nevada's standing relationship with the lending institution Vectra Bank allows MAN to lease all their furniture, fixtures, and equipment in the first year of the school over a 48-month period. The leases include a 5% residual purchase option at the end of 48 months or an early purchase option in the 45th month for a 6% residual. MAN budgets $1,000 per student to outfit the entire school in its first year at a 5% interest rate over 4 years. The budget includes actual/projected FFE cost over the next few years up until the 23-24 school year, including the total equipment cost and lease payments each year (budget may include slight variances as we anticipated a 5% interest rate for future leases; whereas our current lease interest rates are around 1.50% - 3.00%)

Copier/Printing – Anticipated copier lease at a rate of roughly $100,000 annually. Includes a cushion to account for overages in printing, which will also incrementally increase as student enrollment increases.

Supplies:

Approx. 2.15% of the budget (Year 1 – Year 5)

Consumables – $100 per student except for the first year of operation where most of the materials are incorporated into the FFE Lease. This includes items that can't be used more than once or by multiple students (i.e. workbooks).

Office Supplies – $13 per student – utilized by administrative staff

Classroom Supplies – $27 per student – utilized by teaching staff

Copier Supplies – $4 per student

Nursing Supplies – $3 per student

SPED Supplies – $120 per SPED student– utilized by SPED teaching staff

Facility:

Approx. 18.11% of the budget (Year 1 – Year 5)

Scheduled Lease Payment – The Bonanza campus is the only campus that still has a scheduled lease payment, their current lease agreement contains an option agreement granting the tenant the option to purchase the premises in accordance with the terms and conditions of such option agreement. The first option date is 37 months after the lease commencement date.

Below is a breakdown of each campus' yearly lease payments and the anticipated lease payments for Mater Academy of Nevada:

Scheduled Lease Payments						
Campus	**19-20**	**20-21**	**21-22**	**22-23**	**23-24**	**Notes**
Mtn. Vista	*Exercised Purchase Option (See Bond Payments)*					*Bond Series 2018*
Bonanza	**$ 798,000**	**$ 900,000**	**$ 1,062,627**	**$ 1,146,094**	**$ 1,171,308**	***10/01/20 - First Purchase Option Date***

Scheduled Bond Payment – As mentioned above, Bonanza's current lease agreement contains an option agreement granting the tenant the option to purchase the premises 37 months after the lease commencement date. Issuing a Charter School Lease Revenue Bond allows each campus to be able to finance the cost of acquiring, constructing and equipping their facility.

Below is the bond payment schedule for the campuses who've exercised, or are looking to exercise, their purchase option by issuing a bond:

Scheduled Bond Payments						
Campus	**19-20**	**20-21**	**21-22**	**22-23**	**23-24**	**Notes**
Mtn. Vista	$ 844,088	$ 908,013	$ 958,225	$ 1,013,150	$ 1,017,994	*Bond Series 2018*
Bonanza	**$ -**	**$ 550,000**	**$ 1,100,000**	**$ 1,100,000**	**$ 1,100,000**	***Bond Series 2020 - anticipated payments***

Facility/School Insurance - $44,000 annually - based upon the current yearly figures being paid as part of the Mater Academy of Nevada insurance bundle. Increasing by 5% each subsequent year thereafter

Fire & Security Alarms - Approximately $8,000 per campus in the 19-20 school year, based upon actual expenses of prior years. Increasing by 3% each subsequent year thereafter.

Public Utilities (electricity, water, sewer, trash) – Utility expenses have a direct correlation to the size and student population of a school; as student enrollment increases, public utilities increase as well. Each campus, on average, is budgeted for roughly $266,000 per year for public utilities. Increasing by 3% each subsequent year thereafter.

Contracted Janitorial – Approximately $0.11 per sq. ft. per month (rate at which the charter schools working with Academica Nevada pay as of right now), including a cushion for any major/miscellaneous janitorial expenses.

Custodial Supplies - $15 per student

Facility Maintenance – Estimated $40,000 per year per campus on average, dependent on facility size and student population, amount will vary per campus.

Lawn Care - basic lawn care assumption of $9,610 annually per campus on average, increasing by 3% each subsequent year thereafter.

AC Maintenance & Repair – basic AC Maintenance & Repair assumption of $15,000 annually per campus on average, increasing as student enrollment increases and to account for general AC wear and tear.

Lunch Program:
Approx. 0.00% of the budget (Year 1 – Year 5)

Lunch - Assumes MAN will qualify for reimbursed student meals from the National School Lunch Program and School Breakfast Program. Assumes that meals will be paid for by students not eligible for these programs.

Travel:
Approx. 0.03% of the budget (Year 1 – Year 5)

Travel costs associated with recruitment and staff development are estimated to be $2,000-$2,500 per campus per year.

Accounting, Audit, and Legal Fees:
Approx. 0.48% of the budget (Year 1 – Year 5)

Audit/Accounting – anticipated $27,500 per year per campus – includes an annual audit expense and expenses associated with accounting. Based upon previous audits performed and the rates of other charter schools working closely with Academica Nevada.

Legal Fees - $6,000 per campus per year – based upon actual expenses and the expenses of other charter schools working with Academica Nevada.

Technology:
Approx. 0.84% of the budget (Year 1 – Year 5)

Intellatek IT Monthly Services - IT services will include set-up and continual maintenance/monitoring of computers, server, network, firewall and other technology related hardware. For continual maintenance/monitoring of technology related hardware for the school, a fee of $3.50 per month per student is necessary to insure quality work is being done and the needs of the school are being met taking into consideration enrollment growth (equates to $42.00 per year per student).

Intellatek IT Set-up Fees - Intellatek's initial start-up fee is dependent on how much new equipment is acquired by a school and/or if a school is opening for the first time. The initial start-up fee can be as high as $15,000 per year per campus and as low as $5,000 per year per campus. The budget reflects this wide variance and takes into consideration how much new equipment each school is anticipated to need each year, and whether it's a schools first year of operation.

Infinite Campus - $2,500 per campus per year. Infinite campus is an education software utilized by both the faculty of the school and parents/guardians of the students.

Website - $3,000 per campus per year – Amount allocated for website upkeep and maintenance.

Phone & Communications – annual average contract expense of $6,300 per year per campus for the 19-20 school year, with an estimated 5.00% contract increase each subsequent year thereafter. Includes e-rate discount utilized by Mater Academy of Nevada.

Other:
Approx. 2.15% of the budget (Year 1 – Year 5)

State Administrative Fee - 1.5% of DSA revenue – the state charges 1.5% of DSA revenue for the state sponsor fee.

Tuition Reimbursement – $5,000 per year per campus – Employee benefits in which the school pays all, or a portion, of an employee's tuition for coursework and/or training.

Dues and Fees - Assumption of $5,000 annually per campus.

Postage - Estimate of $1,250 per year per campus, based upon prior year usage; incrementally increasing as student enrollment increases.

Background and Fingerprinting - $75 per new employee

Miscellaneous Expenses (Other Purchases) – Estimate of $2,000-$2,500 per year per campus, for miscellaneous expenses that may arise throughout the year.

Attachment 14: School Budget

Mater Bonanza	19-20	20-21	21-22	22-23	23-24	24-25
WFTE Gross Value	$ 7,167	$ 7,260	$ 7,355	$ 7,450	$ 7,547	$ 7,645
Total Students (FTEs)	969	1,000	1,000	1,000	1,000	1,000
Kinder	100	100	100	100	100	100
1st Grade	104	104	104	104	104	104
2nd Grade	104	104	104	104	104	104
3rd Grade	104	104	104	104	104	104
4th Grade	108	108	108	108	108	108
5th Grade	108	108	108	108	108	108
6th Grade	124	124	124	124	124	124
7th Grade	124	124	124	124	124	124
8th Grade	93	124	124	124	124	124
9th Grade	-	-	-	-	-	-
10th Grade	-	-	-	-	-	-
11th Grade	-	-	-	-	-	-
12th Grade	-	-	-	-	-	-
Total Students (FTEs)	969	1,000	1,000	1,000	1,000	1,000
Prior Year Numbers	**19-20**	**20-21**	**21-22**	**22-23**	**23-24**	**24-25**
SPED	40	81	81	81	81	81
ELL	-	-	-	-	-	-
Gate	-	-	-	-	-	-
FRL %	-	-	-	-	-	-
TEACHING STAFF	**19-20**	**20-21**	**21-22**	**22-23**	**23-24**	**24-25**
Classroom Teachers	35	36	36	36	36	36
SPED Teachers	3	4	4	4	4	4
Art Teacher	1	1	1	1	1	1
Music	1	1	1	1	1	1
PE Teacher	1	1	1	1	1	1
Dance	0	0	0	0	0	0
Technology (STEM)	1	1	1	1	1	1
Additional Core	1	1	1	1	1	1
Spanish / Language	1	1	1	1	1	1
Additional Elective Teachers	2	3	3	3	3	3
Total Teaching Staff	**46.00**	**49.00**	**49.00**	**49.00**	**49.00**	**49.00**
ADMIN & SUPPORT	**19-20**	**20-21**	**21-22**	**22-23**	**23-24**	**24-25**
Executive Director & Assistant	0	0	0	0	0	0
Principal	1	1	1	1	1	1
Assistant Principal	2	2	2	2	2	2
Lead Teacher(s)	0	0	0	0	0	0
Counselor/ Student Support Advocate	2	2	2	2	2	2
Curriculum Coach	1	1	1	1	1	1
Office Manager	2	2	2	2	2	2
Registrar	1	1	1	1	1	1
Clinic Aide/ FASA	1	1	1	1	1	1
Receptionist	1	1	1	1	1	1
Teacher Assistants (Including SPED)	3	3	3	3	3	3
Campus Monitor/Custodian	3	3	3	3	3	3
Cafeterial Manager	1	1	1	1	1	1
SPED Facilitator	1	1	1	1	1	1
Speech Pathologist	0	0	0	0	0	0
School Psychologist	1	1	1	1	1	1
School Nurse	0	0	0	0	0	0
Gate Teacher	0	0	0	0	0	0
Total Admin & Support	**18.50**	**18.50**	**18.50**	**18.50**	**18.50**	**18.50**
Total # Teachers	46.00	49.00	49.00	49.00	49.00	49.00
Total # Admin & Support	18.50	18.50	18.50	18.50	18.50	18.50
Total Staff	64.50	67.50	67.50	67.50	67.50	67.50
Total Salaries & Benefits as % of Expenses	64.54%	67.63%	74.10%	74.77%	75.06%	75.17%
Instruction Salaries as % of Total Salaries	70.25%	72.36%	72.36%	72.37%	72.35%	72.35%
Admin & Support Salaries as % of Total Salaries	28.71%	27.64%	27.64%	27.63%	27.65%	27.65%
Rent as % of Expenses	11.70%	6.41%	-0.39%	-0.39%	-0.38%	-0.38%
REVENUE (@ 95%)						
Budget Revenue	6,944,823	7,260,171	7,354,553	7,450,162	7,547,015	7,645,126
NSLP	75,500	75,500	75,500	75,500	75,500	75,500
Special Ed Funding (Part B)	38,000	76,950	76,950	76,950	76,950	76,950
SPED Discretionary Unit	121,200	267,300	267,300	267,300	267,300	267,300
Other:	-	-	-	-	-	-
Total Revenues	7,179,523	7,679,921	7,774,303	7,869,912	7,966,765	8,064,876
Actual Revenue	6,944,823	7,260,171	7,354,553	7,450,162	7,547,015	7,645,126
NSLP	75,500	75,500	75,500	75,500	75,500	75,500
Special Ed Funding (Part B)	38,000	76,950	76,950	76,950	76,950	76,950
SPED Discretionary Unit	121,200	267,300	267,300	267,300	267,300	267,300
Other:	-	-	-	-	-	-
Total Actual Revenues:	7,179,523	7,679,921	7,774,303	7,869,912	7,966,765	8,064,876

Attachment 14: School Budget

EXPENSES						
Personnel Costs	**19-20**	**20-21**	**21-22**	**22-23**	**23-24**	**24-25**
Principal	104,000	105,560	107,143	108,751	110,382	112,038
Assistant Principal(s)	150,800	153,062	155,358	157,688	160,054	162,454
Lead Teacher	-	-	-	-	-	-
Curriculum Coach	57,200	58,058	58,929	59,813	60,710	61,621
Counselor / Student Support Advocate/Dean	104,000	105,560	107,143	108,751	110,382	112,038
Teachers Salaries	1,887,700	2,007,000	2,036,250	2,067,750	2,097,000	2,128,500
SPED Teachers	131,700	178,400	181,000	183,800	186,400	189,200
Office Manager/ Registrar / Banker	111,387	113,058	114,754	116,475	118,222	119,996
Secretary & FASA	35,511	36,043	36,584	37,133	37,690	38,255
Teacher Assistants (including SPED)	54,000	52,920	54,000	55,080	56,160	57,240
Campus Monitors	63,603	64,557	65,526	66,508	67,506	68,519
Unrestricted Salaries	**2,699,901**	**2,874,219**	**2,916,687**	**2,961,749**	**3,004,505**	**3,049,860**
Restricted Salaries						
SPED Facilitator	36,946	37,500	38,063	38,634	39,213	39,801
Speech Pathologist	-	-	-	-	-	-
School Psychologist	31,668	32,143	32,625	33,115	33,611	34,115
School Nurse	-	-	-	-	-	-
Cafeteria Manager	31,200	31,668	32,143	32,625	33,115	33,611
NSLP Manager	23,400	23,751	24,107	24,469	24,836	25,208
Grant Manager	30,030	-	-	-	-	-
On Campus Sub	21,600	20,700	20,700	20,700	20,700	20,700
Total Salaries and Wages	**2,874,745**	**3,019,981**	**3,064,325**	**3,111,291**	**3,155,980**	**3,203,296**
PERS - 29.5%	840,863	883,344	896,315	910,053	923,124	936,964
Insurances/Employment Taxes/Other Benefits	494,456	520,947	536,257	552,254	568,076	584,602
Incentives / Bonuses	-	-	-	-	-	-
Tuition Reimbursements	5,000	5,000	5,000	5,000	5,000	5,000
Subst. Teachers (10 days/Teacher)	55,050	62,800	62,800	62,800	62,800	62,800
Total Payroll / Benefits and Related	4,270,114	4,492,072	4,564,697	4,641,398	4,714,981	4,792,662
Operations	**19-20**	**20-21**	**21-22**	**22-23**	**23-24**	**24-25**
Consumables	96,900	100,000	100,000	100,000	100,000	100,000
Zion's FFE Lease - payments	230,000	275,000	150,000	100,000	80,000	80,000
Office Supplies	12,597	13,000	13,000	13,000	13,000	13,000
Classroom Supplies	26,163	27,000	27,000	27,000	27,000	27,000
Copier Supplies	3,876	4,000	4,000	4,000	4,000	4,000
Nursing Supplies	2,907	3,000	3,000	3,000	3,000	3,000
SPED Supplies	4,800	9,720	9,720	9,720	9,720	9,720
Athletics	-	-	-	-	-	-
Dues and Fees	5,000	5,150	5,305	5,464	5,628	5,796
Lunch Program	-	-	-	-	-	-
Travel Reimbursement	2,000	4,000	4,000	4,000	4,000	4,000
Special Education Contracted Services	100,000	110,000	115,000	120,000	125,000	125,000
Contracted Data Services	2,105	7,630	7,859	8,095	8,338	8,588
Management Fee	436,050	450,000	450,000	450,000	450,000	450,000
Payroll Services	17,480	18,200	18,200	18,200	18,200	18,200
Audit/Tax	27,500	27,500	28,325	29,175	30,050	30,951
Legal Fees	6,000	6,000	6,000	6,000	6,000	6,000
IT Services - Monthly	40,698	42,000	42,000	42,000	42,000	42,000
IT Set-up Fees	8,500	10,000	10,000	10,000	10,000	10,000
Website	3,000	3,000	3,000	3,000	3,000	3,000
Copier / Printing	50,000	51,500	53,045	54,636	56,275	57,964
Infinite Campus	2,500	2,000	2,000	2,000	2,000	2,000
State Administrative Fee (2%)	104,172	145,203	147,091	149,003	150,940	152,903
Affiliation Fee - Inc. (1/2 of 1%)	34,724	36,301	36,773	37,251	37,735	38,226
Affiliation Fee - Professional Development (1/2 of 1%)	34,724	36,301	36,773	37,251	37,735	38,226
Phone and Communications (with E-rate discount)	6,300	6,300	6,489	6,684	6,684	6,684
Postage	1,000	1,250	1,288	1,326	1,366	1,407
Background and Fingerprinting	600	600	618	637	656	675
Facility and School Insurances	22,000	30,000	30,900	31,827	32,782	33,765
Marketing	-	-	-	-	-	-
Other Purchases	2,500	2,500	2,500	2,500	2,500	2,500
Total	1,284,097	1,427,155	1,313,884	1,275,768	1,267,608	1,274,604
Facilities	**19-20**	**20-21**	**21-22**	**22-23**	**23-24**	**24-25**
Public Utilities	133,000	136,990	141,100	145,333	149,693	154,183
Fire and Security alarms	8,000	8,240	8,487	8,742	9,004	9,274
Contracted Janitorial	72,360	74,531	76,767	79,070	81,442	83,885
Custodial Supplies	14,535	15,000	15,000	15,000	15,000	15,000
Facility Maintenance	36,000	37,080	38,192	39,338	40,518	41,734
Lawn Care	9,610	9,898	10,195	10,501	10,816	11,141
AC Maintenance & Repair	15,000	15,450	15,914	16,391	16,883	17,389
Total	288,505	297,189	305,655	314,374	323,356	332,606
Total Expenses	5,842,716	6,216,416	6,184,237	6,231,540	6,305,945	6,399,872
Scheduled Lease Payment	798,000	450,000	-	-	-	-
Scheduled Bond Payment	-	-	-	-	-	-
Anticipated Bond Payment	-	550,000	1,100,000	1,100,000	1,100,000	1,100,000
Rent Reimbursed by Pre-K	(24,000)	(24,000)	(24,000)	(24,000)	(24,000)	(24,000)
Surplus (Revenues-Total Expenses-Lease-Bond)	562,807	487,505	514,067	562,373	584,820	589,004
	7.8%	6.3%	6.6%	7.1%	7.3%	7.3%
Mater Bonanza	**19-20**	**20-21**	**21-22**	**22-23**	**23-24**	**24-25**

Attachment 15: Network Budget

Mater System	19-20	20-21	21-22	22-23	23-24
WFTE Gross Value	$ 7,167	$ 7,260	$ 7,355	$ 7,450	$ 7,547
Total Students (FTEs)	1,969	2,000	2,000	2,000	2,000
Kinder	200	200	200	200	200
1st Grade	208	208	208	208	208
2nd Grade	208	208	208	208	208
3rd Grade	208	208	208	208	208
4th Grade	216	216	216	216	216
5th Grade	216	216	216	216	216
6th Grade	248	248	248	248	248
7th Grade	248	248	248	248	248
8th Grade	217	248	248	248	248
9th Grade	-	-	-	-	-
10th Grade	-	-	-	-	-
11th Grade	-	-	-	-	-
12th Grade	-	-	-	-	-
Total Students (FTEs)	1,969	2,000	2,000	2,000	2,000
Prior Year Numbers	**19-20**	**20-21**	**21-22**	**22-23**	**23-24**
SPED	90	169	169	169	169
ELL	-	-	-	-	-
Gate	-	-	-	-	-
FRL %	-	-	-	-	-
TEACHING STAFF	**19-20**	**20-21**	**21-22**	**22-23**	**23-24**
Classroom Teachers	71	72	72	72	72
SPED Teachers	6	8	8	8	8
Art Teacher	2	2	2	2	2
Music	2	2	2	2	2
PE Teacher	2	2	2	2	2
Dance	0	0	0	0	0
Technology (STEM)	2	2	2	2	2
Additional Core	2	2	2	2	2
Spanish / Language	2	2	2	2	2
Additional Elective Teachers	5	6	6	6	6
Total Teaching Staff	**93.75**	**98.00**	**98.00**	**98.00**	**98.00**
ADMIN & SUPPORT	**19-20**	**20-21**	**21-22**	**22-23**	**23-24**
Executive Director & Assistant	0	0	0	0	0
Principal	2	2	2	2	2
Assistant Principal	4	4	4	4	4
Lead Teacher(s)	0	0	0	0	0
Counselor/ Student Support Advocate	4	4	4	4	4
Curriculum Coach	2	2	2	2	2
Office Manager	3	3	3	3	3
Registrar	2	2	2	2	2
Clinic Aide/ FASA	2	2	2	2	2
Receptionist	2	2	2	2	2
Teacher Assistants (Including SPED)	6	6	6	6	6
Campus Monitor/Custodian	6	6	6	6	6
Cafeterial Manager	2	2	2	2	2
SPED Facilitator	1	1	1	1	1
Speech Pathologist	0	0	0	0	0
School Psychologist	1	1	1	1	1
School Nurse	0	0	0	0	0
Gate Teacher	0	0	0	0	0
Total Admin & Support	**37.00**	**37.00**	**37.00**	**37.00**	**37.00**
Total # Teachers	93.75	98.00	98.00	98.00	98.00
Total # Admin & Support	37.00	37.00	37.00	37.00	37.00
Total Staff	130.75	135.00	135.00	135.00	135.00
Total Salaries & Benefits as % of Expenses	65.00%	66.42%	69.44%	69.66%	69.86%
Instruction Salaries as % of Total Salaries	69.77%	71.48%	71.48%	71.49%	71.48%
Admin & Support Salaries as % of Total Salaries	29.22%	28.52%	28.52%	28.51%	28.52%
Rent as % of Expenses	11.80%	9.56%	6.86%	7.17%	7.12%
REVENUE (@ 95%)					
Budget Revenue	14,111,823	14,520,342	14,709,106	14,900,325	15,094,029
NSLP	151,000	151,000	151,000	151,000	151,000
Special Ed Funding (Part B)	85,500	160,550	160,550	160,550	160,550
SPED Discretionary Unit	272,700	557,700	557,700	557,700	557,700
Other:	-	-	-	-	-
Total Revenues	14,621,023	15,389,592	15,578,356	15,769,575	15,963,279
Actual Revenue	14,111,823	14,520,342	14,709,106	14,900,325	15,094,029
NSLP	151,000	151,000	151,000	151,000	151,000
Special Ed Funding (Part B)	85,500	160,550	160,550	160,550	160,550
SPED Discretionary Unit	272,700	557,700	557,700	557,700	557,700
Other:	-	-	-	-	-
Total Actual Revenues:	14,621,023	15,389,592	15,578,356	15,769,575	15,963,279

Attachment 15: Network Budget

EXPENSES					
Personnel Costs	**19-20**	**20-21**	**21-22**	**22-23**	**23-24**
Principal	237,120	240,677	244,287	247,951	251,671
Assistant Principal(s)	312,000	316,680	321,430	326,252	331,145
Lead Teacher	-	-	-	-	-
Curriculum Coach	117,400	119,161	120,949	122,763	124,605
Counselor / Student Support Advocate/Dean	230,672	234,132	237,644	241,209	244,827
Teachers Salaries	3,903,688	4,065,750	4,126,500	4,189,500	4,250,250
SPED Teachers	271,200	367,200	372,800	378,400	384,000
Office Manager/ Registrar / Banker	206,500	209,598	212,742	215,933	219,172
Secretary & FASA	107,754	109,371	111,011	112,676	114,367
Teacher Assistants (including SPED)	109,080	106,920	109,080	111,240	113,400
Campus Monitors	138,551	140,629	142,738	144,880	147,053
Unrestricted Salaries	**5,633,965**	**5,910,118**	**5,999,182**	**6,090,804**	**6,180,489**
Restricted Salaries					
SPED Facilitator	73,892	75,000	76,125	77,267	78,426
Speech Pathologist	-	-	-	-	-
School Psychologist	63,336	64,286	65,250	66,229	67,223
School Nurse	-	-	-	-	-
Cafeteria Manager	62,400	63,336	64,286	65,250	66,229
NSLP Manager	46,800	47,502	48,215	48,938	49,672
Grant Manager	60,060	-	-	-	-
On Campus Sub	43,200	41,400	41,400	41,400	41,400
Total Salaries and Wages	**5,983,653**	**6,201,642**	**6,294,458**	**6,389,888**	**6,483,438**
PERS - 29.5%	1,711,281	1,774,459	1,801,014	1,828,326	1,855,079
Insurances/Employment Taxes/Other Benefits	1,029,188	1,069,783	1,101,530	1,134,205	1,167,019
Incentives / Bonuses	-	-	-	-	-
Tuition Reimbursements	10,000	10,000	10,000	10,000	10,000
Subst. Teachers (10 days/Teacher)	112,988	125,600	125,600	125,600	125,600
Total Payroll / Benefits and Related	8,847,110	9,181,484	9,332,602	9,488,019	9,641,136
Operations	**19-20**	**20-21**	**21-22**	**22-23**	**23-24**
Consumables	196,900	200,000	200,000	200,000	200,000
Zion's FFE Lease - payments	450,000	425,000	250,000	180,000	160,000
Office Supplies	25,597	26,000	26,000	26,000	26,000
Classroom Supplies	53,163	54,000	54,000	54,000	54,000
Copier Supplies	7,876	8,000	8,000	8,000	8,000
Nursing Supplies	5,907	6,000	6,000	6,000	6,000
SPED Supplies	10,800	20,280	20,280	20,280	20,280
Athletics	-	-	-	-	-
Dues and Fees	10,000	10,300	10,609	10,927	11,255
Lunch Program	-	-	-	-	-
Travel Reimbursement	4,000	8,000	8,000	8,000	8,000
Special Education Contracted Services	200,000	220,000	230,000	240,000	250,000
Contracted Data Services	4,210	15,260	15,718	16,189	16,675
Management Fee	886,050	900,000	900,000	900,000	900,000
Payroll Services	35,380	36,400	36,400	36,400	36,400
Audit/Tax	55,000	55,000	56,650	58,350	60,100
Legal Fees	12,000	12,000	12,000	12,000	12,000
IT Services - Monthly	82,698	84,000	84,000	84,000	84,000
IT Set-up Fees	13,500	15,000	15,000	15,000	15,000
Website	6,000	6,000	6,000	6,000	6,000
Copier / Printing	100,000	103,000	106,090	109,273	112,551
Infinite Campus	5,000	4,000	4,000	4,000	4,000
State Administrative Fee (2%)	211,677	290,407	294,182	298,006	301,881
Affiliation Fee - Inc. (1/2 of 1%)	70,559	72,602	73,546	74,502	75,470
Affiliation Fee - Professional Development (1/2 of 1%)	70,559	72,602	73,546	74,502	75,470
Phone and Communications (with E-rate discount)	12,600	12,600	12,978	13,367	13,367
Postage	2,000	2,500	2,575	2,652	2,732
Background and Fingerprinting	1,200	1,200	1,236	1,273	1,311
Facility and School Insurances	44,000	60,000	61,800	63,654	65,564
Marketing	-	-	-	-	-
Other Purchases	4,500	5,000	5,000	5,000	5,000
Total	2,581,177	2,725,150	2,573,609	2,527,375	2,531,056
Facilities	**19-20**	**20-21**	**21-22**	**22-23**	**23-24**
Public Utilities	266,000	273,980	282,199	290,665	299,385
Fire and Security alarms	16,000	16,480	16,974	17,484	18,008
Contracted Janitorial	139,008	143,178	147,474	151,898	156,455
Custodial Supplies	29,535	30,000	30,000	30,000	30,000
Facility Maintenance / Repairs / Capital Outlay	77,500	79,825	82,220	84,686	87,227
Lawn Care	19,220	19,797	20,390	21,002	21,632
AC Maintenance & Repair	30,000	30,900	31,827	32,782	33,765
Total	577,263	594,160	611,085	628,517	646,473
Total Expenses	12,005,550	12,500,794	12,517,296	12,643,912	12,818,665
Scheduled Lease Payment	798,000	450,000	-	-	-
Scheduled Bond Payment	844,088	908,013	958,225	1,013,150	1,017,994
Anticipated Bond Payment	-	550,000	1,100,000	1,100,000	1,100,000
Rent Reimbursed by Pre-K	(36,000)	(36,000)	(36,000)	(36,000)	(36,000)
Surplus (Revenues-Total Expenses-Lease-Bond)	1,009,385	1,016,785	1,038,835	1,048,513	1,062,621
	6.9%	6.6%	6.7%	6.6%	6.7%
Mater System	**19-20**	**20-21**	**21-22**	**22-23**	**23-24**

Attachment 17: Audit Information

INDEPENDENT AUDIT DATA
-Supply the requested data from each independent audit performed for the organization or a school in the past four years
- Please check the calculated values below and make sure they correspond with internal records
- Discrepancies between published data and reported data must be thoroughly explained on next tal

Entity Description Data						Independent Audit Data																		
State	Entity ID	School ID	School/Entity Name (as it appears on Independent Audit)	First Fiscal Year of Operation	Fiscal Year	Cash	Total Current Assets	Non Current Assets	Total Assets	Current Liabilities	Non Current Liabilities	Total Liabilities	Net Assets	Funding	Expenditures	Change in Net Assets	Current Ratio	Unrestricted Days Cash	Debt to Asset Ratio	Surplus Margin	Cash Flow	Net Position (Beginning of Year)	Net Position (End of Year)
NV	46-5122331		Mater Academy of Nevada	2017-2018	2018	$ 1,148,834	$ 2,692,203	$ 1,019,659	$ 3,711,862	$ 1,674,528	$ 8,091,330	$ 9,765,858	$ 622,328	$ 16,318,578	$ 16,183,403	$ 135,175	1.61	25.91	2.63	0.01	$ 784,110	$ 487,151	$ 622,326
NV	46-1907920		Doral Academy of Nevada	2017-2018	2018	$ 7,357,580	$ 12,609,531	$ 25,153,736	$ 37,763,267	$ 5,104,883	$ 49,645,937	$ 54,750,820	$ 133,138	$ 40,161,058	$ 40,296,127	$ (135,069)	2.47	66.64	1.45	(0.00)	$ 2,453,338	$ 268,205	$ 133,136
NV	45-5065099		Pinecrest Academy of Nevada	2017-2018	2018	$ 4,820,215	$ 6,421,426	$ 2,064,927	$ 8,486,353	$ 2,956,409	$ 22,187,036	$ 25,143,445	$ (1,349,663)	$ 33,862,243	$ 34,610,981	$ (748,738)	2.17	50.83	2.96	(0.02)	$ 2,298,770	$ (600,924)	$ (1,349,662)
NV	27-5393412		Somerset Academy of Las Vegas	2017-2018	2018	$ 12,990,269	$ 22,651,001	$ 81,543,668	$ 104,197,669	$ 5,233,509	$ 127,051,103	$ 132,284,612	$ (8,423,736)	$ 52,196,541	$ 52,197,610	$ (1,069)	4.33	90.84	1.27	(0.00)	$ 6,192,714	$ (9,423,668)	$ (9,424,737)
NV	81-1668405		SLAM Academy of Nevada	2017-2018	2018	$ 515,858	$ 729,115	$ 466,470	$ 1,195,585	$ 558,550	$ 2,447,603	$ 3,006,153	$ 427,123	$ 5,828,120	$ 5,770,865	$ 57,255	1.31	32.63	2.51	0.01	$ 515,858	$ 369,868	$ 427,123
NV	81-5173587		Doral Academy of Northern Nevada	2017-2018	2018	$ 1,781,896	$ 15,446,574	$ 5,439,812	$ 20,886,386	$ 454,498	$ 21,235,793	$ 21,690,291	$ (658,806)	$ 1,397,866	$ 2,056,672	$ (658,806)	33.99	316.24	1.04	(0.47)	$ 1,781,896	$ -	$ (658,806)
NV	81-5174782		Mater Academy of Northern Nevada	2017-2018	2018	$ 335,769	$ 506,324	$ 139,789	$ 646,113	$ 532,759	$ 100,759	$ 633,518	$ 216,396	$ 1,815,934	$ 1,599,538	$ 216,396	0.95	76.62	0.98	0.12	$ 335,769	$ -	$ 216,396
NV	46-5122331		Mater Academy of Nevada	2016-2017	2017	$ 364,724	$ 1,493,205	$ 462,215	$ 1,955,420	$ 1,018,780	$ 4,917,293	$ 5,936,073	$ 487,151	$ 9,507,679	$ 9,708,043	$ (200,364)	1.47	13.71	3.04	(0.02)	$ 356,208	$ 687,515	$ 487,151
NV	46-1907920		Doral Academy of Nevada	2016-2017	2017	$ 4,904,242	$ 5,600,581	$ 2,563,608	$ 8,164,189	$ 3,187,829	$ 15,971,347	$ 19,159,176	$ 268,205	$ 29,501,449	$ 29,762,798	$ (261,349)	1.76	60.14	2.35	(0.01)	$ 2,727,428	$ 529,554	$ 268,205
NV	45-5065099		Pinecrest Academy of Nevada	2016-2017	2017	$ 2,521,445	$ 5,288,828	$ 2,289,463	$ 7,578,291	$ 2,917,222	$ 14,957,746	$ 17,874,968	$ (600,924)	$ 29,305,075	$ 28,912,184	$ 392,891	1.81	31.83	2.36	0.01	$ 1,437,951	$ (993,815)	$ (600,924)
NV	27-5393412		Somerset Academy of Las Vegas	2016-2017	2017	$ 6,797,555	$ 15,299,189	$ 39,409,597	$ 54,708,786	$ 5,979,923	$ 73,904,866	$ 79,884,789	$ (9,423,668)	$ 47,015,649	$ 48,334,574	$ (1,318,925)	2.56	51.33	1.46	(0.03)	$ 592,318	$ (8,104,743)	$ (9,423,668)
NV	81-1668405		SLAM Academy of Nevada	2016-2017	2017	$ -	$ 448,520	$ 431,549	$ 880,069	$ 458,505	$ 312,026	$ 770,531	$ 369,868	$ 3,677,755	$ 3,307,887	$ 369,868	0.98	0.00	0.88	0.10	$ -	$ -	$ 369,868
NV	46-5122331		Mater Academy of Nevada	2015-2016	2016	$ 8,516	$ 942,949	$ 487,174	$ 1,430,123	$ 700,717	$ 1,666,226	$ 2,366,943	$ 687,515	$ 6,557,805	$ 6,028,026	$ 529,779	1.35	0.52	1.66	0.08	$ (9,632)	$ 157,736	$ 687,515
NV	46-1907920		Doral Academy of Nevada	2015-2016	2016	$ 2,176,814	$ 3,879,919	$ 1,549,618	$ 5,429,537	$ 1,891,290	$ 7,779,693	$ 9,670,983	$ 529,554	$ 18,055,798	$ 17,316,796	$ 739,002	2.05	45.88	1.78	0.04	$ 690,337	$ (209,448)	$ 529,554
NV	45-5065099		Pinecrest Academy of Nevada	2015-2016	2016	$ 1,083,494	$ 3,212,540	$ 1,521,307	$ 4,733,847	$ 1,785,354	$ 5,094,004	$ 6,879,358	$ (993,815)	$ 17,665,570	$ 16,256,319	$ 1,409,251	1.80	24.33	1.45	0.08	$ (78,315)	$ (2,403,066)	$ (993,815)
NV	27-5393412		Somerset Academy of Las Vegas	2015-2016	2016	$ 6,205,237	$ 18,817,850	$ 34,828,815	$ 53,646,665	$ 4,552,047	$ 62,872,574	$ 67,474,621	$ (8,104,743)	$ 39,665,718	$ 39,382,738	$ 282,980	4.13	57.51	1.26	0.01	$ 2,250,201	$ (8,387,723)	$ (8,104,743)
NV																								
NV	46-5122331		Mater Academy of Nevada	2014-2015	2015	$ 18,148	$ 234,180	$ 248,284	$ 482,464	$ 299,143	$ 178,898	$ 478,041	$ 157,736	$ 2,165,379	$ 2,007,643	$ 157,736	0.78	3.30	0.99	0.07	$ 18,148	$ -	$ 157,736
NV	46-1907920		Doral Academy of Nevada	2014-2015	2015	$ 1,486,477	$ 2,551,892	$ 1,058,788	$ 3,610,680	$ 1,185,892	$ 2,905,228	$ 4,091,120	$ (209,448)	$ 11,540,277	$ 9,970,714	$ 1,569,563	2.15	54.42	1.13	0.14	$ 976,173	$ (1,779,011)	$ (209,448)
NV	45-5065099		Pinecrest Academy of Nevada	2014-2015	2015	$ 1,161,809	$ 1,845,812	$ 507,728	$ 2,353,540	$ 715,222	$ 3,680,102	$ 4,395,324	$ (2,403,066)	$ 6,700,349	$ 6,647,802	$ 52,547	2.58	63.79	1.87	0.01	$ (460,432)	$ (2,455,654)	$ (2,403,066)
NV	27-5393412		Somerset Academy of Las Vegas	2014-2015	2015	$ 3,955,036	$ 19,406,000	$ 32,421,280	$ 51,827,280	$ 3,529,571	$ 56,026,029	$ 59,555,600	$ (8,387,723)	$ 31,560,824	$ 30,105,962	$ 1,454,862	5.50	47.95	1.15	0.05	$ 2,231,253	$ (9,842,585)	$ (8,387,723)
NV																								
NV	46-1907920		Doral Academy of Nevada	2013-2014	2014	$ 510,304	$ 1,017,714	$ -	$ 1,017,714	$ 247,888	$ 17,831	$ 265,719	$ 751,995	$ 4,920,517	$ 4,168,522	$ 751,995	4.11	44.68	0.26	0.15	$ 510,304	$ -	$ 751,995
NV	45-5065099		Pinecrest Academy of Nevada	2013-2014	2014	$ 1,622,241	$ 1,776,283	$ 21,274	$ 1,797,557	$ 338,444	$ -	$ 338,444	$ 1,459,113	$ 6,060,552	$ 5,339,215	$ 721,337	5.25	110.90	0.19	0.12	$ 660,279	$ 737,776	$ 1,459,113
NV	27-5393412		Somerset Academy of Las Vegas	2013-2014	2014	$ 1,723,783	$ 3,902,921	$ 173,984	$ 4,076,905	$ 1,241,017	$ 104,959	$ 1,345,976	$ 2,730,929	$ 19,468,500	$ 18,097,343	$ 1,371,157	3.14	34.77	0.33	0.07	$ 514,475	$ 1,359,772	$ 2,730,929
NV																								
NV	45-5065099		Pinecrest Academy of Nevada	2012-2013	2013	$ 961,962	$ 1,114,206	$ -	$ 1,114,206	$ 376,430	$ -	$ 376,430	$ 737,776	$ 4,758,906	$ 4,021,130	$ 737,776	2.96	87.32	0.34	0.16	#REF!	$ -	$ 737,776
NV	27-5393412		Somerset Academy of Las Vegas	2012-2013	2013	$ 1,209,308	$ 2,238,199	$ -	$ 2,238,199	$ 878,427	$ -	$ 878,427	$ 1,359,772	$ 11,486,000	$ 10,585,090	$ 900,910	2.55	41.70	0.39	0.08	$ 154,430	$ 458,862	$ 1,359,772
NV	27-5393412		Somerset Academy of Las Vegas	2011-2012	2012	$ 1,054,878	$ 1,092,540	$ 4,099,196	$ 5,191,736	$ 623,352	$ 4,317,489	$ 4,940,841	$ 250,895	$ 6,324,089	$ 6,073,194	$ 250,895	1.75	63.40	0.95	0.04	$ 1,054,878	$ -	$ 250,895