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CAMPUSES ACQUIRED IN FALL 2018 AND BEYOND

The purpose of this Acquisition Amendment Request is ensure the school is meeting its legal obligations and has a plan in place to ensure effective execution of the acquisition and/or construction.

FACILITIES

(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 Pinecrest Academy of Nevada (PAN) first purchase of a building. Multiple board members have extensive experience in regards to facility acquisition and development through the issuance of bonds. PAN's first building facility in which they occupied was an existing building. The Horizon campus was an existing building shell containing approximately 46,400 sf that was a build out. In 2015 PAN built there first two ground up campuses, St. Rose and Inspirada. The St. Rose Campus is approximately 55,000 sf. and hosts a student capacity of 960 on approximately 5 acres. The Inspirada Campus was built in two phases on 7 acres. The first phase was approximately 57,500 sf., and the second phase added an additional 13,500 sf. The site has a student capacity of 1,200.

PAN has partnered with professional organizations such as Turner-Agassi Charter School Facility Fund, Academica Nevada, Nevada General Construction and Ethos 3 Architecture to accomplish these undertakings.

PAN has not encountered developmental delays to the campus calendar year with the construction of its first three 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.

PAN partnered with the Turner-Agassi Charter School Facility Fund to acquire and construct the St. Rose and Inspirada school facilities. The Board entered into a Triple Net Lease which required the school to maintain the facility. The school will now propose to acquire their facilities because the lease has a purchase option provision. Board Members of PAN do not present a conflict of interest in dealing with Turner-Agassi Charter School Facility Fund or any other development group with which they would choose to do business.

PAN entered into a lease with School Development South Boulder LLC to occupy the Horizon campus. The Board entered into a Triple Net Lease which required the school to maintain the facility. The school will now propose to purchase the facility in order to stabilize the rent cost and prevent paying any further escalators. No Board Members of PAN have a conflict of interest in the facility, but there is common ownership between the landlord and Academica Nevada. Since the lease agreement does not have a purchase agreement and there is common ownership between the landlord and Academica Nevada, two independent appraisals will be obtained to ensure the purchase price meets fair market value.

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

(3) If facility to be acquired has been identified and requires no construction or renovation prior to the commencement of instruction, please provide (if you choose to answer Question 4, please note that Question 3 is Not Applicable):

(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 as Attachment 4

Please see attachment 4.

(b) A copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement as Attachment 5

Please see attachment 5.

(c) 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 as Attachment 6

Please see attachment 6.

(d) 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 Attachment 7

Please see attachment 7.

(e) A copy of the Certificate of Occupancy at Attachment 8

Please see attachment 8.

(f) 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 Attachment 9

Please see attachment 9.

(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 Attachment 10

Please see attachment 10.

(4) If a facility requires any construction or renovation prior to the commencement of instruction, please provide (if you choose to answer Question 3, please note that Question 4 is Not Applicable):

The facilities do not require any construction or renovation prior to the commencement of instruction of; therefore, this question is not applicable.

- 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 Attachment 4 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 Attachment 4*

This question is not applicable.

- b) The facilities do not require any construction or renovation prior to the commencement of instruction; therefor, this attachment is not applicable.*

This question is not applicable.

- c) 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 Attachment 5 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 Attachment 5*

This question is not applicable.

- d) 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 Attachment 6 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 Attachment 6*

This question is not applicable.

- e) 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 Attachment 7 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 Attachment 7*

This question is not applicable.

- f) 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 Attachment 8*

This question is not applicable.

- g) 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 Attachment 9*

This question is not applicable.

- 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 Attachment 10*

This question is not applicable.

- (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.**

Pinecrest Academy of Nevada intends to finance the Horizon, St. Rose, and Inspirada facilities through the issuance of revenue bonds through the Arizona Industrial Development Authority. Each campus 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 will allow the schools to be able to finance the cost of acquiring, constructing, and equipping their facilities.

- b) Total project cost for each facility*

Total combined bond issuance (project costs) will not exceed \$50,000,000.

- c) Financing and financing assumptions*

Pinecrest Academy of Nevada's financing assumptions are that the school will be borrowing approximately \$43,930,000 at an interest rate of 6.00%. The bonds will be over 32 years.

Sources

Bond Proceeds	\$	43,930,000
Total Sources:	\$	43,930,000

Uses

Horizon - Campus Acquisition	\$	13,000,000
Inspirada - Campus Acquisition	\$	13,155,559
St. Rose - Campus Acquisition	\$	13,006,472
Cost of Issuance	\$	825,000
Real Estate Related Expenses	\$	325,000
Debt Service Reserve Fund	\$	3,064,755
Underwriter's Discount	\$	549,125
<i>Rounding Amount</i>	<i>\$</i>	<i>4,089</i>
Total Uses:	\$	43,930,000

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

Total facility costs, including debt service, lease, maintenance, utilities, etc., are projected to be approximately 19.89% of total expenditures in the current financial model; this model can handle facility costs of up to approximately 23.00% of total expenditures.

FINANCIAL PLAN

- (1) As Attachment 11, 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 in Attachment 11. Include the following:**

- (a) Per-Pupil Revenue:** Use the figures provided in developing your budget assumptions.
- (b) 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 11. Please ensure that your narrative specifically references what page this evidence can be found on in the attachment.
- (c) 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.

Please see attachment 11.

- (2) Submit a completed financial plan for the school reflecting any additional cost or savings related to the proposed acquisition at the campus level as Attachment 12 (the format of this is state budget form).**

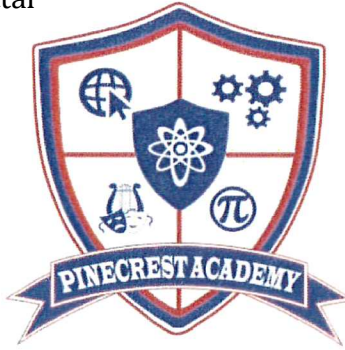
Please see attachment 12.

- (3) Submit, as Attachment 13, a detailed budget for the operator at the network level reflecting any additional cost or savings related to the proposed acquisition (the format of this is state budget form).**

Please see attachment 13.

- (4) Provide a narrative explaining the proposed use of any savings generated through lower facilities occupancy costs.**

In the occasion any savings are generated through lower facility occupancy costs, the school's Board of Directors will decide how to best use the funds for improving the school. Use of funds could result in the following activities: increasing staff, purchasing student teacher materials, and increasing teacher pay, among others.



6630 Surrey St.
Las Vegas, NV 89119

July 9, 2018

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

Re: Amendment Request for Pinecrest Academy of Nevada for the acquisition of the Horizon, St. Rose, and Inspirada campuses

Dear Mr. Gavin,

Below is the summary for Pinecrest Academy of Nevada to amend their charter contract with the SPCSA to acquire the St. Rose and Inspirada Campuses:

Pinecrest Academy of Nevada proposes to amend their charter contract with the SPCSA to acquire the Horizon, St. Rose, and Inspirada campuses. In August of 2015, Pinecrest Academy of Nevada entered into their current leases which have a purchase option window of 3-5 years. If these options are not exercised, these schools will be locked into the lease schedules, which contains an escalator over the next 30 years. A bond will allow for the schools to minimize their facility costs as a percentage of their operating budgets.

Pinecrest Academy of Nevada requests that the Authority approve Pinecrest's campus acquisition amendment request.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. S. Fay", is written over a horizontal line.

Pinecrest Academy of Nevada, Board Vice-Chair

NOTICE OF PUBLIC MEETING

of the Board of Directors of Pinecrest Academy of Nevada

Notice is hereby given that the Board of Directors of Pinecrest Academy of Nevada, a public charter school, will conduct a public meeting on July 25, 2018 at 5:30 p.m. 220 Taylor St., Henderson NV 89015 (Secondary MP Room). 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 (702) 431-6260 (dena.thompson@academicnv.com) at least two days prior to the meeting so that arrangements may be conveniently made.

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

AGENDA

July 25, 2018 Meeting of the Board of Directors of Pinecrest 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. Consent Agenda (For Possible Action) *(All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member or Member of the Public so requests, in which case the item(s) may be removed from the consent agenda and considered along with the regular order of business.)*
 - a. Approval of the Minutes from the June 5, 2018 Board Meeting and the June 14, 2018 Telephonic Board Meeting
 - b. Approval of a Revision to the Enrollment Policy
 - c. Review of Schools Financial Performance (Not for Action)
 - d. Acceptance of Grant Funding for the 2018/2019 School Year From:
 - i. Social Worker in Schools Grant - \$158,000
 - ii. 21st Century Grant - \$120,000
 - iii. Title IV A Grant - \$76,500
 - iv. State CTE Competitive Round Two Grant - \$274,738.06
 - v. CCR-AP - \$18,642.67
 - vi. CCR-Dual Enrollment - \$101,040
4. Discussion and Possible Action to Approve Recommended Candidate, Wendy Shirey, as the Horizon Principal (For Possible Action)
5. Executive Director Report and Principal Reports (For Discussion)
6. Discussion and Possible Action Regarding Class Size (For Possible Action)
7. Discussion and Approval of High School Attendance Policy as it Relates to Unexcused Absences and Loss of Credit (For Possible Action)
8. Comparison of Pinecrest School Calendar and CCSD Calendar (For Discussion)

9. Discussion and Possible Action Regarding the Proposed Licensed Employee Discipline and Evaluation Policy (For Possible Action)
10. Discussion and Possible Approval to Submit an Amendment to the Pinecrest Academy Charter to Acquire the Horizon, St. Rose, and Inspirada Campuses (For Possible Action)
11. Discussion and Possible Approval to Submit a Charter Amendment Request for the Establishment of Pinecrest Virtual Academy (an Experimental School) (For Possible Action)
12. Review and Possible Action to Approve Recommendations From the Evaluation Committee (For Possible Action)
 - a. Approval to Use Charter School Evaluation System Similar to Florida Consortium of Public Charter Schools to Include Three Evaluations Per Year
 - b. Approval for Self-Evaluation by Principals for 2017/2018 School Year, to be Reviewed and Presented to the Board by Executive Director Buck
 - c. Approval for Judy Marty and Executive Director Buck to Conduct Reviews for the 2018/2019 School Year
 - d. Evaluation System to be Reviewed Yearly to Adjust and Refine as Needed
13. Approval of Amendment to Pinecrest Academy Bylaws (For Possible Action)
14. Discussion and Possible Action Regarding Trespass Appeal (May be Held Under a Closed Session Pursuant to NRS 241.030(2))
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) Pinecrest Academy of Nevada – Horizon 1360 S. Boulder Highway, Henderson, NV
- (2) Pinecrest Academy of Nevada – St. Rose – 1385 E. Cactus Ave., Henderson, NV
- (3) Pinecrest Academy of Nevada – Inspirada – 2840 Via Contessa, Henderson, NV
- (4) Pinecrest Academy of Nevada – Cadence – 225 Grand Cadence, Henderson, NV
- (5) Henderson City Hall – 240 South Water Street, Henderson, NV
- (6) Las Vegas City Hall – 495 S Main St., Las Vegas, NV
- (7) North Las Vegas City Hall – 2250 Las Vegas Blvd. North, North Las Vegas, NV

MINUTES
of the meeting of the
BOARD OF DIRECTORS of PINECREST ACADEMY OF NEVADA
July 25, 2018

The Board of Directors of Pinecrest Academy of Nevada held a public meeting on July 25, 2018, at 5:30 p.m. at 220 Taylor St., Henderson NV 89015.

1. Call to Order and Roll Call

Board Vice Chair Keys called the meeting to order at 5:41 p.m. with a quorum present. In attendance were Board Members Kevin Smoot, Travis Keys, Jeff Cahill, Randall Walker, and Marni Watkins.

Board Chair Kacey Thomas and Member Craig Seiden were not present.

Also present were Pinecrest Academy Executive Director Carrie Buck, Executive Program Coordinator Jessica Barr, Principals Jessica LeNeave, Michael O'Dowd, Lucy Keaton, and Lisa Satory; as well as Academica representatives Trevor Goodsell, Michael Muehle, and Kyle McOmber.

2. Public Comment and Discussion

Ms. Sheryl Slakey, a parent at Inspirada campus, addressed the Board and stated that she had concerns that the notifications for the Board meetings were not being posted to the public, and suggested that principals incorporate other means of communication to the parents besides Facebook. Ms. Slakey also suggested that all Pinecrest campuses adopt a closed-campus policy.

Member Walker proposed that item 11 be removed from the agenda; adding that Executive Director Buck and Member Thomas were unaware that the item was on the agenda and had not approved its inclusion. Principal Jessica LeNeave addressed the Board and stated that the item was a time-sensitive matter, and that she was unaware that there had been a policy change that stated that only the Executive Director and the Board Chair would be allowed to add items to the agenda. Mr. Trevor Goodsell addressed the Board and stated that principals had always been allowed to add items to the agenda; adding that the Board Chair and/or the Executive Director approved the final agenda items for discussion.

Executive Director Buck addressed the Board and stated that she had sent the draft agenda to the Board on Monday, July 23rd, and had asked the Board to let her know of any changes; adding that no changes had been sent by the time the meeting took place. Member Walker rescinded his proposal to remove item 11 from the agenda; adding that the Board needed to have the final agenda a few days before the meeting for review. Mr. Goodsell apologized to the Board that the final agenda had not been received three days prior to the meeting; adding that the policy for adding agenda items would be addressed with Academica staff and principals, and that proposed agenda items would be approved by the Executive Director, or Board Chair, one week prior to the Board meeting.

3. Consent Agenda**a. Approval of the Minutes from the June 5, 2018 Board Meeting and the June 14, 2018 Telephonic Board Meeting**

Member Keys moved to approve the minutes of the June 5, 2018 Board Meeting and the June 14, 2018 Telephonic Board Meeting. Member Smoot seconded the motion, and the Board voted unanimously to approve.

b. Approval of a Revision to the Enrollment Policy

Mr. Michael Muehle addressed the Board and reviewed the revision to the Enrollment Policy as presented in the support materials, which included additional language that attached consequences that should prevent parents from submitting duplicate applications.

Member Smoot moved to approve the revision to the Enrollment Policy. Member Watkins seconded the motion, and the Board voted unanimously to approve.

c. Review of Schools' Financial Performance (Not for Action)

Mr. Goodsell reviewed the schools' Financial Performance as presented in the support materials.

d. Acceptance of Grant Funding for the 2018/2019 School Year From:

i. Social Worker in Schools Grant - \$158,000

ii. 21st Century Grant - \$120,000

iii. Title IV A Grant - \$76,500

iv. State CTE Competitive Round Two Grant - \$274,738.06

v. CCR-AP - \$18,642.67

vi. CCR-Dual Enrollment - \$101,040

Member Keys expressed his appreciation for the work that had been done in procuring the grants; adding that eventually a committee, comprised of an administrator from each campus, would need to be formed to formalize the process for deciding which grants to apply for, ensuring there would be an oversight in the spending of the grant funds, and appropriating the funds to help with accomplishing the goals set for each campus. Member Keys asked Executive Director Buck to assist with either formulating a committee or adding the topic to the next agenda for discussion, to which Executive Director Buck replied she would.

Member Walker moved to approve the Grant Funding as outlined. Member Smoot seconded the motion, and the Board voted unanimously to approve.

4. Discussion and Possible Action to Approve Recommended Candidate, Wendy Shirey, as the Horizon Principal

Executive Director Buck reviewed the process that had been used for choosing the Horizon principal; adding that she would recommend the chosen candidate, Wendy Shirey, as the new principal.

Member Keys moved to approve Wendy Shirey as the new principal for the Horizon campus. Member Walker seconded the motion, and the Board voted unanimously to approve.

5. Executive Director Report and Principal Reports

Executive Director Buck reported that a computer science grant would be forthcoming; adding that the grant would be used to support current programs at the Cadence campus. Executive Director Buck stated that they had attended and presented at the National Charter School Conference in Texas; adding that they had made national connections. Executive Director Buck stated that they had started The Best of Las Vegas voting. She also stated that Principal Lisa Satory had met with the architect for the new campus, and that they were anticipating the ground breaking in December.

Principal LeNeave reviewed the happenings at the Cadence campus as contained in the support materials. Principal Michael O'Dowd addressed the Board and reviewed the happenings at the Inspirada campus as contained in the support materials. Principal Lucy Keaton addressed the Board and reviewed the happenings at the St. Rose campus as contained in the support materials. Principal Lisa Satory addressed the Board and reviewed the happenings at the Horizon campus as contained in the support materials. Principal Satory further stated that specialists would be involved in the intervention of students who were below grade level with a six-day specialist rotation added to the curriculum. Executive Director Buck stated that the welcome back event would be at the Cadence campus on August 1st, and that the leadership training would be at the Horizon campus on August 3rd.

6. Discussion and Possible Action Regarding Class Size

Member Walker stated that he had been concerned that the financing for the second phase of the new high school would be hindered by the bond covenants; adding that procuring additional funding would give the school an opportunity to meet the criteria of the bond tests and increase teacher salaries. Member Walker suggested that the number of students accepted for each classroom increase from 25 to no more than 30 to provide more revenue for meeting the bond covenants. Mr. Goodsell reviewed a scenario as found in the support materials and stated that an increase of 224 students would produce \$1,527,000 of additional revenue; adding that teacher salaries would have an average 3% increase. Member Walker recommended that an analysis be conducted in the next few months by the principals under the direction of Executive Director Buck to compare teacher salaries and the number of students in a classroom with competing schools in the area. Member Keys asked the Board if there were any concerns with Member Walker's recommendation, to which the Board responded there were none.

7. Discussion and Approval of High School Attendance Policy as it Relates to Unexcused Absences and Loss of Credit

Principal LeNeave reviewed the changes to the Attendance Policy as presented in the support materials; adding that the policy had not explicitly stated the State statutes in the attendance guidelines of the Parent Handbook. Principal LeNeave stated that the current Attendance Policy would need to be updated in the Parent Handbook for all grade levels, to which Member Smoot stated that the agenda item indicated for the high school only and that the policy approval for the elementary and middle school would

need to be on the next agenda. Principal LeNeave stated that the change to all of the policies included the addition of the State statutes only, to which Mr. Muehle stated that if the only changes to the policy were to add statutes then the Board did not need to amend the policy. Member Walker asked whether or not there would be any changes to the policy besides the addition of the State statutes, to which Principal LeNeave replied in the negative. Further discussion ensued regarding adding State statutes to any policy, to which Member Walker stated that Executive Director Buck could authorize a change to the policy based on law and then notify the Board of what that change had been.

Member Walker moved to table this agenda item and to follow legal council's advice and that any additional changes beyond what the State statutes require would then be brought to the Board in a comprehensive policy for discussion and possible approval. Member Smoot seconded the motion, and the Board voted unanimously to approve.

8. Comparison of Pinecrest School Calendar and CCSD Calendar

Ms. Jessica Barr addressed the Board and reviewed the Pinecrest and CCSD calendars as presented in the support materials; adding that dates November 1st, March 22nd, and May 24th in the Pinecrest calendar were different from the CCSD calendar due to parent teacher conferences, data days, and the make-up days that were needed to cover the time off taken during the week of Thanksgiving.

9. Discussion and Possible Action Regarding the Proposed Licensed Employee Discipline and Evaluation Policy

Mr. Muehle reviewed the proposed Licensed Employee Discipline and Evaluation Policy as presented in the support materials; adding that the Policy had been prepared with input from the Pinecrest principals and assistant principals. Member Smoot stated his concern was that the Board had not had time to review the proposed Policy in detail and recommended the agenda item be tabled until the next Board meeting. Member Walker stated that the principals should have the Policy for the first day of school; adding that the Policy could be approved now and that any changes by the Board could be discussed as an agenda item at the next Board meeting. Member Keys asked the principals if they had any issues with the Policy, to which Principal O'Dowd stated that any concerns had been addressed during their meeting, and that the Policy had been written based on their concerns.

Member Walker moved to approve the proposed Licensed Employee Discipline and Evaluation Policy and that the proposed Policy be sent via email to each Board member for further review and that an agenda item be added to the next Board meeting addressing any suggested revisions; however, if there are no proposed revisions, the agenda item will be pulled. Member Watkins seconded the motion, and the Board voted to unanimously to approve.

10. Discussion and Possible Approval to Submit an Amendment to the Pinecrest Academy Charter to Acquire the Horizon, St. Rose, and Inspirada Campuses

Mr. Goodsell reviewed the amendment to the Pinecrest Academy Charter to Acquire the Horizon, St. Rose, and Inspirada campuses as presented in the support materials.

Member Keys moved to approve submission of an amendment to the Pinecrest Academy Charter to acquire the Horizon, St. Rose, and Inspirada campuses. Member Watkins seconded the motion, and the Board voted to unanimously to approve.

11. Discussion and Possible Approval to Submit a Charter Amendment Request for the Establishment of Pinecrest Virtual Academy (an Experimental School)

Principal LeNeave reviewed the charter amendment request for the establishment of Pinecrest Virtual Academy as presented in the support materials, and requested that the Board consider a virtual pilot program for the 2019-2020 school year on the Cadence campus; adding that the program would begin with 50 secondary students and would have its own lottery and Star rating. Member Walker stated that his concern was that with Pinecrest Academy growing so quickly there were existing issues that had not been resolved yet; adding that the pilot program would be one more program for the school to oversee. Principal LeNeave stated that the pilot program would begin the following school year, therefore allowing more time to address existing issues for the school; adding that there would be a positive financial impact for the school with small over-head expenses needed for the program. Principal LeNeave stated that enrolling online students would have a lower impact resulting in a higher yield, as opposed to increasing the number of students in the classroom.

Member Smoot asked who would teach the online courses, to which Principal LeNeave replied that Academica Virtual would be the recommended platform for the core curriculum, and that most of the Academica Virtual would be self-guided curriculum, and that the hands-on courses would require a live grader who could be an existing teacher from the campus. Member Keys asked what the financial impact would be, to which Principal LeNeave replied that the financial impact would include a licensing fee for each student to use the online courses, and the hiring of one to two additional individuals to oversee the accountability of the students. Principal LeNeave stated that the overall cost for a student to enroll in a full year of curriculum would be \$1,000 to \$1,500.

Member Keys stated his concerns were due to the rapid growth of Pinecrest Academy, the fact that the operations were not running smoothly, issues with administrators not working and communicating well together, and that policies were still being set; adding his recommendation to wait another year to pursue the program, allowing Pinecrest to resolve the internal issues they had been working on. Member Watkins stated that adding an additional Board to oversee the program would add to the existing communication challenges, and that there would be more opportunity for additional problems to arise. Principal LeNeave stated that an additional Board would not need to be created, and that adding the virtual program would be the equivalent of work that had been done for the recently procured dual enrollment program.

Member Keys stated that adding new curriculum and programs would not be constructive to Pinecrest at this time; to which Principal LeNeave replied that Pinecrest had already been utilizing the Academica Virtual platform for accelerated learning and for students who had credit retention; adding that the platform would be used to teach the core curriculum that was currently being taught in the classroom. Member Smoot stated that he would rather add 225 students online than increase enrollment numbers in the actual classrooms. Further discussion ensued regarding cost per student and time limits pertaining to the Bond covenants.

Member Walker stated that Pinecrest's reputation with the State would be questioned in the event the virtual program had been started and then rescinded due to the current communication challenges within the Pinecrest system; adding that all programs and initiatives would have a negative impact on Pinecrest until the current communication challenges had been addressed and resolved. Further discussion ensued regarding the growth of Pinecrest and the communication concerns within the system.

Member Keys moved to approve the submission of the charter amendment application to the State by September 1st, and that a Board meeting would be held before the final submission is due, and at that time the Board would evaluate the administration culture to determine whether or not the Pinecrest team was ready to move forward with new initiatives. Member Watkins seconded the motion, and the Board voted 4 to 1 to approve.

12. Review and Possible Action to Approve Recommendations From the Evaluation Committee

a. Approval to Use Charter School Evaluation System Similar to Florida Consortium of Public Charter Schools to Include Three Evaluations Per Year

b. Approval for Self-Evaluation by Principals for 2017/2018 School Year, to be Reviewed and Presented to the Board by Executive Director Buck

c. Approval for Judy Marty and Executive Director Buck to Conduct Reviews for the 2018/2019 School Year

d. Evaluation System to be Reviewed Yearly to Adjust and Refine as Needed

Member Watkins stated that the Evaluation Committee had met and had reviewed the evaluation materials provided by Pinecrest Academy Florida Board Chair, Judy Marty. Principal LeNeave reviewed the recommendations from the Evaluation Committee as presented in the support materials; adding that there had not been any formal structures available for principal evaluations the previous year, and that principals would be self-evaluating for the current year. Member Smoot asked if Ms. Marty would be available to review the principals three times a year, to which Member Watkins replied that Ms. Marty had committed herself to being present for the reviews. Member Keys asked the principals if they had agreed with the recommendations, to which they responded in the positive. Further discussion ensued regarding self-evaluations and Pinecrest obtaining an out-of-state membership for the use of the Florida Consortium evaluation tool.

Member Walker moved to approve the recommendations from the Evaluation Committee. Member Keys seconded the motion, and the Board voted to unanimously to approve.

13. Approval of Amendment to Pinecrest Academy Bylaws

This item was tabled.

14. Discussion and Possible Action Regarding Trespass Appeal

Member Keys stated that the Board had received a request for an appeal to a notice of trespass. Mr. Muehle stated that the individual who was appealing the notice had been notified of the meeting date and time; however, that individual was not in attendance. Mr. Muehle further stated that pursuant to the trespass policy in the State law, the individual was not required to be in attendance.

Member Keys moved to follow the direction that had already been given to uphold the notice of trespass as written. Member Walker seconded the motion, and the Board voted to unanimously to approve.

15. Public Comments and Discussion

There was no request for public comment.

16. Adjournment

The meeting was adjourned at 8:39 p.m.

Approved on:

**Secretary of the Board of Directors
Pinecrest Academy of Nevada**

GENERAL INFORMATION	
PARCEL NO.	179-21-314-003
OWNER AND MAILING ADDRESS	SCHOOL DEV S BOULDER L L C 6340 SUNSET DR MIAMI FL 33143-4836
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	1360 S BOULDER HWY HENDERSON
ASSESSOR DESCRIPTION	BOULDER RACETRACK PLAT BOOK 132 PAGE 88 PT LOT 1
RECORDED DOCUMENT NO.	* 20120525:02616
RECORDED DATE	May 25 2012
VESTING	NS

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

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT	
TAX DISTRICT	505
APPRAISAL YEAR	2017
FISCAL YEAR	2018-19
SUPPLEMENTAL IMPROVEMENT VALUE	0
INCREMENTAL LAND	0
INCREMENTAL IMPROVEMENTS	0

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2017-18	2018-19
LAND	378863	409172
IMPROVEMENTS	2566422	2523782
PERSONAL PROPERTY	0	0
EXEMPT	2945284	2932953
GROSS ASSESSED (SUBTOTAL)	2945284	2932953
TAXABLE LAND+IMP (SUBTOTAL)	8415097	8379866
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	2945284	2932953
TOTAL TAXABLE VALUE	8415097	8379866

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	4.97 Acres
ORIGINAL CONST. YEAR	2007
LAST SALE PRICE MONTH/YEAR SALE TYPE	2500000 5/2012 R - Recorded Value
LAND USE	41.410 - Offices, Professional and Business Services. Schools
DWELLING UNITS	1

PRIMARY RESIDENTIAL STRUCTURE					
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				

BOOK T22S R63E

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

No liability is assumed for the accuracy of the data delineated 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



MAP LEGEND

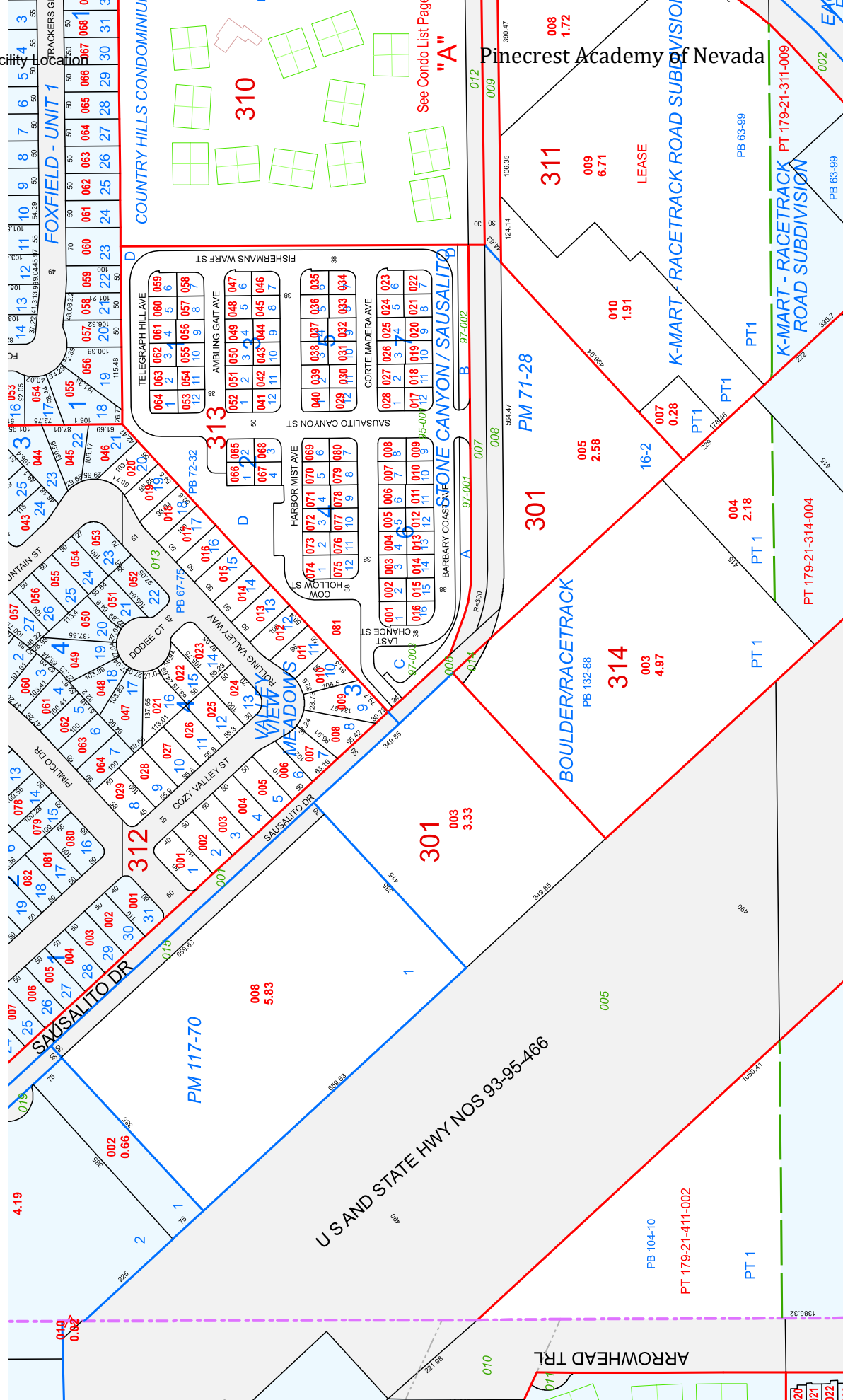
-  PARCEL BOUNDARY
 SUB BOUNDARY
 PMILD BOUNDARY
 ROAD EASEMENT
 MATCH / LEADER LINE
 HISTORIC LOT LINE
 HISTORIC SUB BOUNDARY
 HISTORIC PMILD BOUNDARY
 SECTION LINE

- 001 ROAD PARCEL NUMBER
001 PARCEL NUMBER
1.00 ACREAGE
202 PARCEL SUB/SEQ NUMBER
24-45 PLAT RECORDING NUMBER
5 BLOCK NUMBER
5 LOT NUMBER

162	161	160'159'158	162
177	178	179'180'181	182
191	190	189'188'186	187

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
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31	32	33	34	35	36

Scale: 1" = 200'	Rev: 02/09/2011
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The MAPS and DATA are provided without warranty of any kind, expressed or implied.
Date Created: 08/10/2018

Property Information

Parcel: 17921314003
Owner Name(s): SCHOOL DEV S BOULDER L L C
Site Address: 1360 S BOULDER HWY
Jurisdiction: Henderson - 89015
Zoning Classification: Corridor/Community Mixed-Use (MC)
Planned Landuse:

Misc Information

Subdivision Name: BOULDER RACETRACK
Lot Block: Lot:1 Block:
Sale Date: 05/2012
Sale Price: \$2,500,000
Recorded Doc Number: 20120525 00002616
Flight Date: Mar.28.2017

Construction Year: 2007
T-R-S: 22-63-21
Census tract: Not_Available
Estimated Lot Size: 4.97

Elected Officials

Commission District: Not_Available
US Senate: Dean Heller, Catherine Cortez-Masto
State Senate: 12 - JOE HARDY (R)
School District: A - DEANNA WRIGHT
Board of Education: 3 - FELICIA ORTIZ

City Ward:
US Congress: 3 - JACKY ROSEN (D)
State Assembly: 19 - CHRIS EDWARDS (R)
University Regent: 6 - PATRICK CARTER
Minor Civil Division: Not_Available

GENERAL INFORMATION	
PARCEL NO.	191-24-312-003
OWNER AND MAILING ADDRESS	C A LAS VEGAS 2840 V C L L C %PINECREST ACADEMY OF NEVADA 8235 S EASTERN AVE #150 LAS VEGAS NV 89123
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	2840 VIA CONTESSA HENDERSON
ASSESSOR DESCRIPTION	SOUTH EDGE 2ND AMD PLAT BOOK 146 PAGE 43 LOT S-2 & VAC RD
RECORDED DOCUMENT NO.	* 20150526:00043
RECORDED DATE	May 26 2015
VESTING	NS
COMMENTS	+ .01A COR,SF 196-83

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

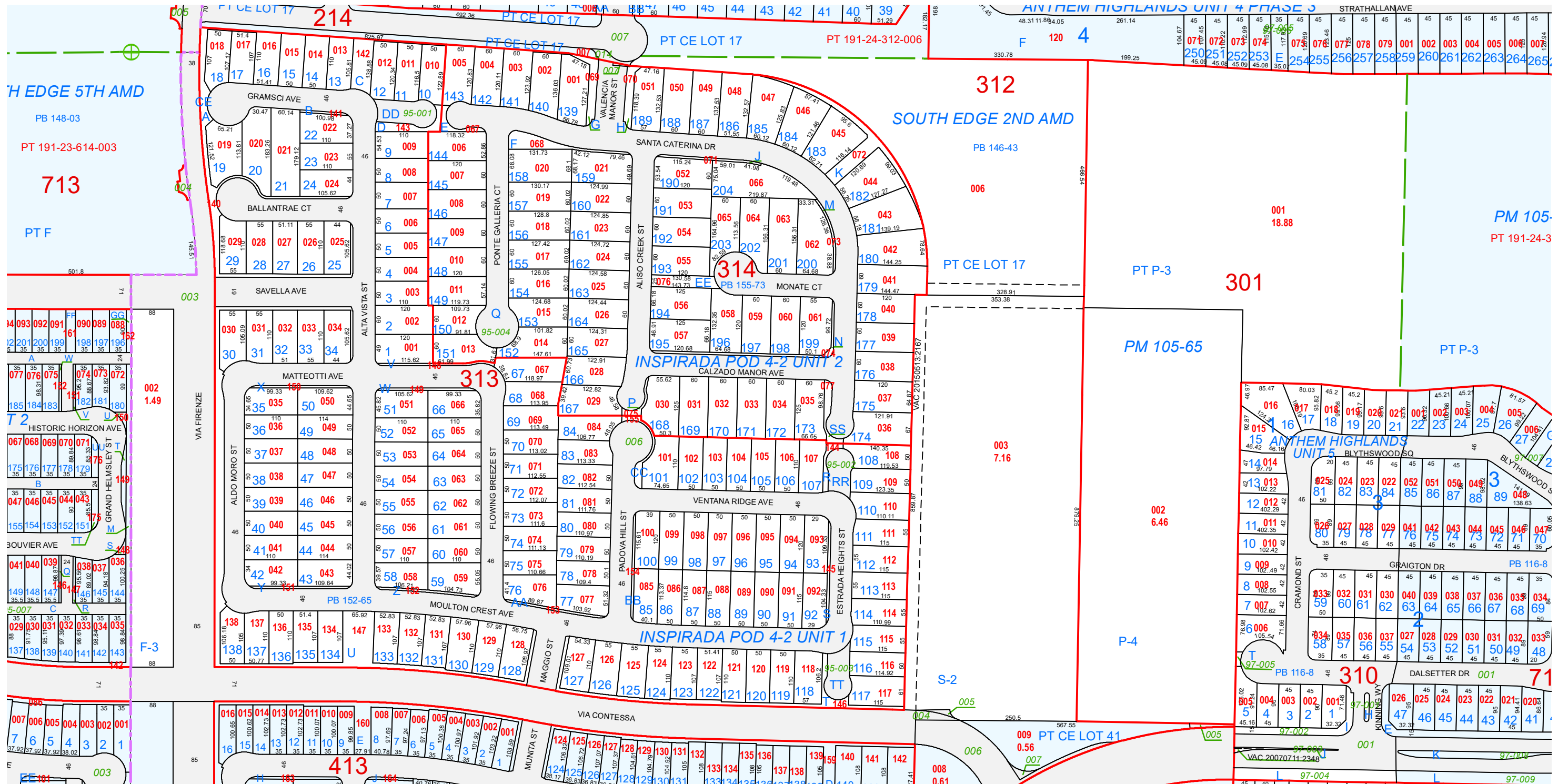
ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT	
TAX DISTRICT	516
APPRAISAL YEAR	2017
FISCAL YEAR	2018-19
SUPPLEMENTAL IMPROVEMENT VALUE	0
INCREMENTAL LAND	0
INCREMENTAL IMPROVEMENTS	0

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2017-18	2018-19
LAND	436646	436646
IMPROVEMENTS	4092531	4033852
PERSONAL PROPERTY	0	0
EXEMPT	3812747	4470498
GROSS ASSESSED (SUBTOTAL)	4529177	4470498
TAXABLE LAND+IMP (SUBTOTAL)	12940506	12772851
COMMON ELEMENT ALLOCATION ASSD	269	0
TOTAL ASSESSED VALUE	4529446	4470498
TOTAL TAXABLE VALUE	12941274	12772851

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	7.16 Acres
ORIGINAL CONST. YEAR	2015
LAST SALE PRICE MONTH/YEAR SALE TYPE	32600 5/2015 R - Recorded Value
LAND USE	41.410 - Offices, Professional and Business Services. Schools
DWELLING UNITS	1

PRIMARY RESIDENTIAL STRUCTURE					
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				

NOTES This map is for assessment use only and does NOT represent a survey. No liability is assumed for the accuracy of the data delineated 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 	ASSESSOR'S PARCELS - CLARK CO., NV. Michele W. Shafe - Assessor		BOOK T23S R61E 176 177 178 17 192 191 190 18 204 205 206 20	SEC 24 <table border="1"> <tr><td>6</td><td>5</td><td>4</td><td>3</td><td>2</td><td>1</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>18</td><td>17</td><td>16</td><td>15</td><td>14</td><td>13</td></tr> <tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>30</td><td>29</td><td>28</td><td>27</td><td>26</td><td>25</td></tr> <tr><td>31</td><td>32</td><td>33</td><td>34</td><td>35</td><td>36</td></tr> </table>	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	MAP N 2 SW 4 <table border="1"> <tr><td>8</td><td>4</td><td>8</td><td>4</td></tr> <tr><td>5</td><td>1</td><td>5</td><td>1</td></tr> <tr><td>6</td><td>2</td><td>6</td><td>2</td></tr> <tr><td>7</td><td>3</td><td>7</td><td>3</td></tr> <tr><td>8</td><td>4</td><td>8</td><td>4</td></tr> <tr><td>5</td><td>1</td><td>5</td><td>1</td></tr> </table>	8	4	8	4	5	1	5	1	6	2	6	2	7	3	7	3	8	4	8	4	5	1	5	1	191-24-3
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The MAPS and DATA are provided without warranty of any kind, expressed or implied.

Date Created: 08/10/2018

Property Information

Parcel: 19124312003
Owner Name(s): C A LAS VEGAS 2840 V C L L C
Site Address: 2840 VIA CONTESSA
Jurisdiction: Henderson - null
Zoning Classification: Planned Community (PC)
Planned Landuse:

Misc Information

Subdivision Name: SOUTH EDGE 2ND AMD
Lot Block: Lot:S-2 Block:
Sale Date: 05/2015
Sale Price: \$32,600
Recorded Doc Number: 20150526 00000043
Flight Date: Mar.17.2017

Construction Year: 2015
T-R-S: 23-61-24
Census tract: Not_Available
Estimated Lot Size: 7.16

Elected Officials

Commission District: Not_Available
US Senate: Dean Heller, Catherine Cortez-Masto
State Senate: 12 - JOE HARDY (R)
School District: A - DEANNA WRIGHT
Board of Education: 3 - FELICIA ORTIZ

City Ward:
US Congress: 3 - JACKY ROSEN (D)
State Assembly: 23 - MELISSA WOODBURY (R)
University Regent: 6 - PATRICK CARTER
Minor Civil Division: Not_Available

GENERAL INFORMATION	
PARCEL NO.	177-35-110-005
OWNER AND MAILING ADDRESS	CA LAS VEGAS E C A L L C %TURNER AGASSI CHTR SCHOOL B SHERMAN 3000 OLYMPIC BLVD SANTA MONICA CA 90404
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	1385 E CACTUS AVE HENDERSON
ASSESSOR DESCRIPTION	CASHMAN EQUIPMENT PLAT BOOK 140 PAGE 20 PT LOT 1
RECORDED DOCUMENT NO.	* 20141104:02665
RECORDED DATE	Nov 4 2014
VESTING	NS
COMMENTS	.06A TO RD 20141126:1554;+.01A COR SF 196-70, SF 198-9

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

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT	
TAX DISTRICT	505
APPRAISAL YEAR	2017
FISCAL YEAR	2018-19
SUPPLEMENTAL IMPROVEMENT VALUE	0
INCREMENTAL LAND	0
INCREMENTAL IMPROVEMENTS	0

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2017-18	2018-19
LAND	399750	499687
IMPROVEMENTS	3073818	3029426
PERSONAL PROPERTY	0	0
EXEMPT	3473568	3529114
GROSS ASSESSED (SUBTOTAL)	3473568	3529114
TAXABLE LAND+IMP (SUBTOTAL)	9924480	10083183
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	3473568	3529114
TOTAL TAXABLE VALUE	9924480	10083183

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	4.37 Acres
ORIGINAL CONST. YEAR	2015
LAST SALE PRICE MONTH/YEAR SALE TYPE	1500000 11/2014 R - Recorded Value
LAND USE	41.410 - Offices, Professional and Business Services. Schools

DWELLING UNITS

1

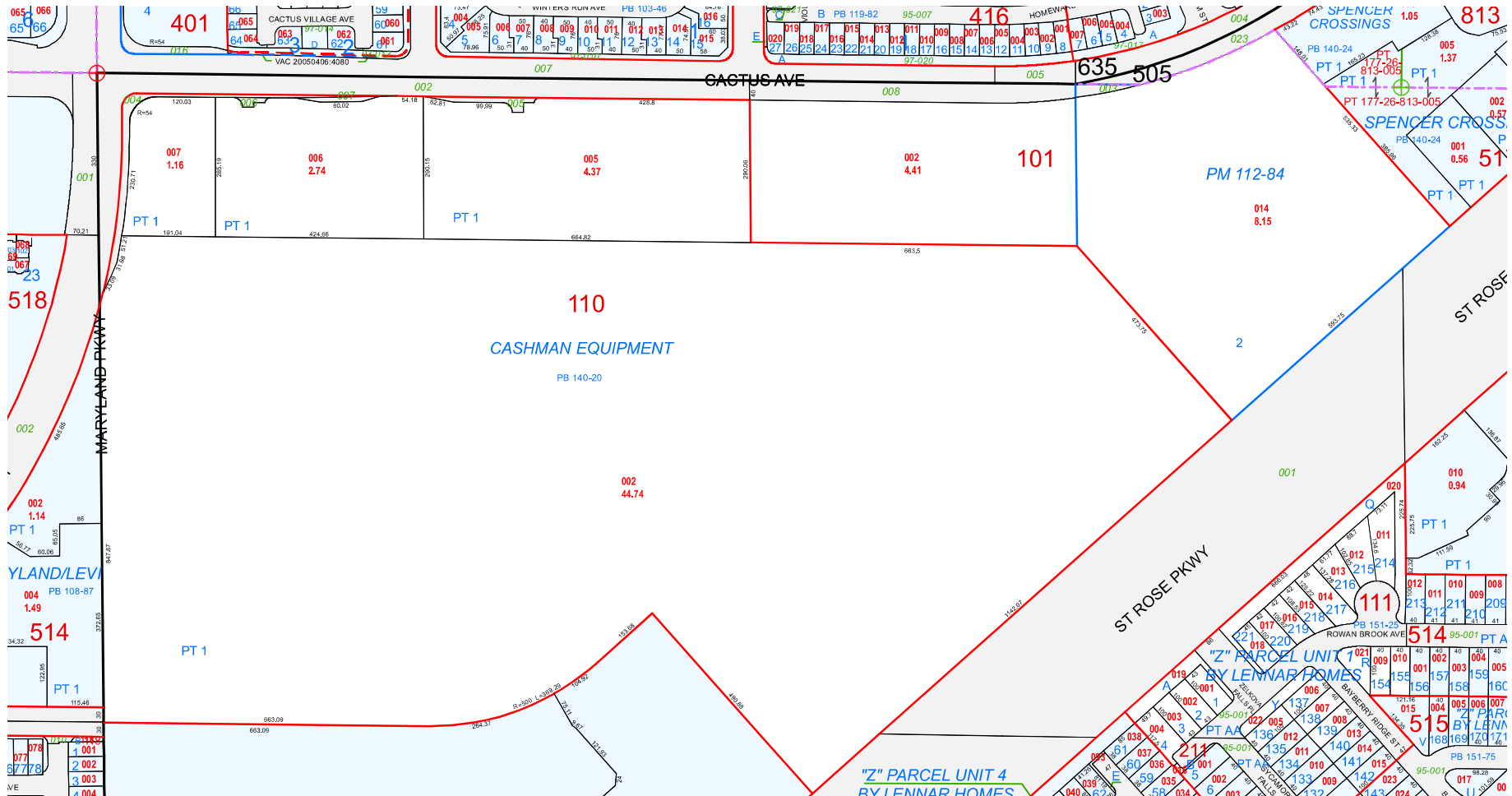
PRIMARY RESIDENTIAL STRUCTURE

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				

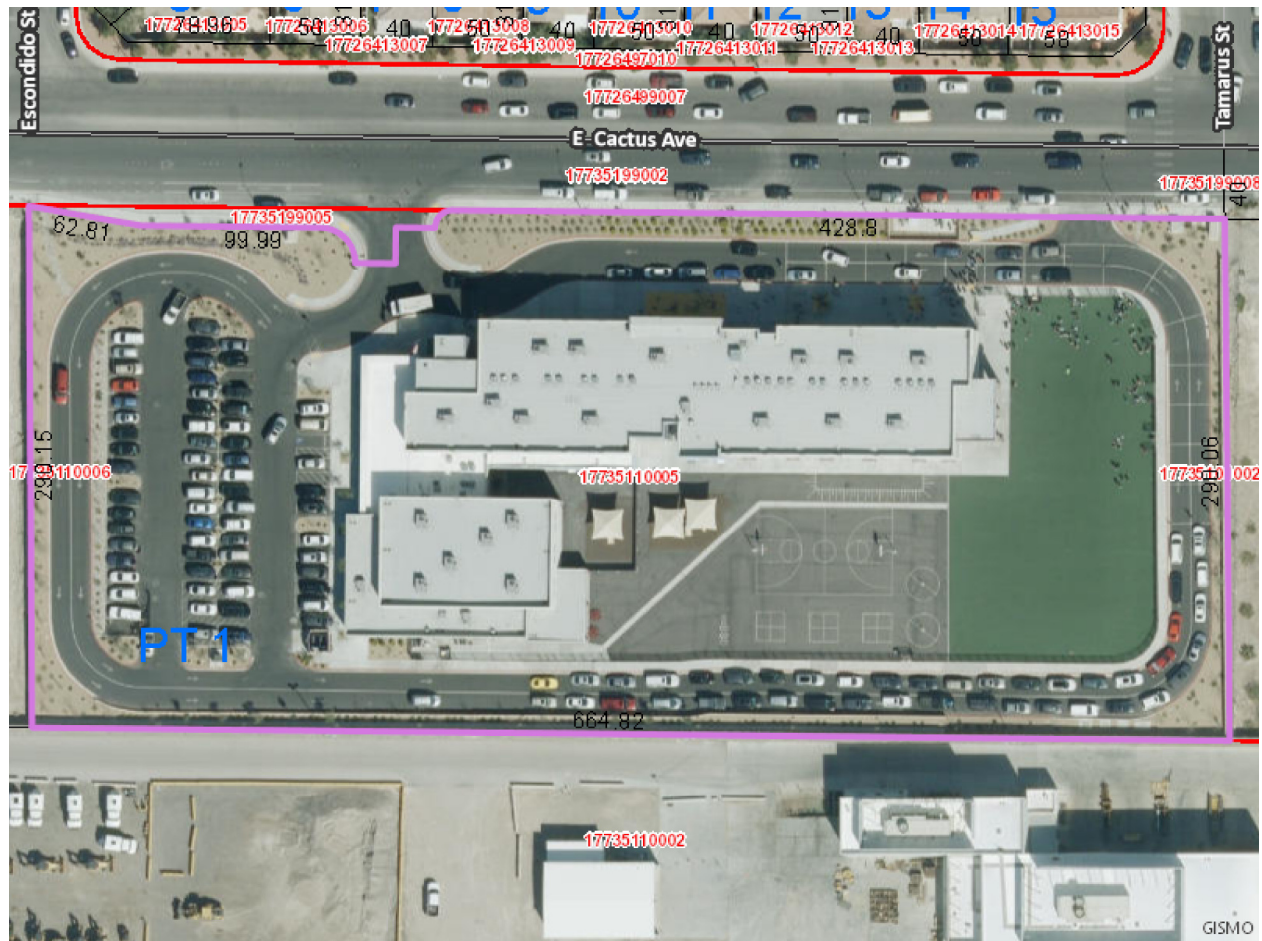
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USE THIS SCALE (FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

Scale: 1" = 200' Rev: 5/9/2017



TAX DIST 505



The MAPS and DATA are provided without warranty of any kind, expressed or implied.
Date Created: 08/10/2018

Property Information

Parcel: 17735110005
Owner Name(s): CA LAS VEGAS E C A L L C
Site Address: 1385 E CACTUS AVE
Jurisdiction: Henderson - 89183
Zoning Classification: Community Commercial (CC)
Planned Landuse:

Misc Information

Subdivision Name: CASHMAN EQUIPMENT
Lot Block: Lot:1 Block:
Sale Date: 11/2014
Sale Price: \$1,500,000
Recorded Doc Number: 20141104 00002665
Flight Date: Mar.17.2017

Construction Year: 2015
T-R-S: 22-61-35
Census tract: Not_Available
Estimated Lot Size: 4.37

Elected Officials

Commission District: Not_Available
US Senate: Dean Heller, Catherine Cortez-Masto
State Senate: 20 - MICHAEL ROBERSON (R)
School District: A - DEANNA WRIGHT
Board of Education: 3 - FELICIA ORTIZ

City Ward:
US Congress: 3 - JACKY ROSEN (D)
State Assembly: 41 - SANDRA JAUREGUI (D)
University Regent: 3 - KEVIN PAGE
Minor Civil Division: Not_Available

LEASE AGREEMENT

**SCHOOL DEVELOPMENT SOUTH BOULDER LLC
AS LANDLORD**

-and-

**PINECREST ACADEMY OF NEVADA
AS TENANT**

PREMISES: 46,392 square foot charter school facility
located at S. Boulder Highway, Henderson, NV 89015

DATE: As of May 4, 2012

THIS LEASE AGREEMENT (“Lease”) is made as of May 4 2012, by and between School Development South Boulder LLC, a Florida limited liability company, having an office at 6340 Sunset Drive, Miami, Florida 33143 (“Landlord”), and Pinecrest Academy of Nevada a political subdivision of the State of Nevada, having an address of 8275 S. Eastern Ave., Suite 200, Las Vegas, Nevada 89123 (“Tenant”).

RECITALS:

WHEREAS, Landlord is the owner of that certain parcel of property located in Henderson, Nevada more particularly described on Schedule A attached hereto and made a part hereof (the “Land”) and the Improvements, as further defined herein, on the Land (the Land and the Improvements, collectively, shall be referred to as the “Property”);

WHEREAS, the Tenant desires to lease from the Landlord the Property for the sole purpose of operating a public charter school for grades K through 8, as more particularly hereinafter set forth;

WHEREAS, Landlord agrees to lease the Property to Tenant for Tenant’s purposes.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, Landlord and Tenant agree to the terms, provisions, covenants and conditions of this Lease as follows:

WITNESSETH:

1.1 **Recitals and Definitions.** Each of the foregoing recitals is true and correct, are incorporated in this Lease, and are made an integral part of this Lease. In addition to other terms which may be defined herein, the following terms shall have the meanings set forth in this Article 1 unless the context otherwise requires:

1.2 “Additional Rent” shall have the meaning set forth in Section 4.6.

1.3 “Affiliate” means, when used with reference to a specified Person (i) any Person who directly or indirectly controls, is controlled by or is under control with the specified Person, (ii) any Person who is an officer, member or trustee of, or serves in a similar capacity with respect to, the specified Person, or for which the specified Person is an officer, member or trustee or serves in a similar capacity, (iii) any Person who, directly or indirectly, is the beneficial owner of ten percent (10%) or more of any class of equity securities of the specified Person, or of which the specified Person, directly or indirectly, is the beneficial owner of ten percent (10%) or more of any class of equity securities of the specified Person, or of which the specified Person, directly or indirectly, is the owner of ten percent (10%) or more of any class of equity securities, and (iv) any relative of the specified Person.

1.4 “Building” shall mean the school facilities (in three or more structures) of approximately 46,392 total square feet as described in the Plans.

1.5 “Charter” means that certain Charter School Agreement between Tenant and the Nevada State Board of Education (the “Board”), dated February 10, 2012 pursuant to which Tenant operates or will operate charter schools on the Property (collectively, the “School”).

1.6 “Demised Premises” shall mean the Land and the Improvements.

1.7 “Environmental Laws” shall have the meaning set forth in Section 6.2.

1.8 “Event of Default” shall have the meaning set forth in Article 21.

1.9 “Expiration” and “Expiration Date” shall mean the date upon which this Lease actually expires or terminates, whether at the end of the Initial Term or Extended Term or upon any earlier termination hereof for any reason whatsoever.

1.10 “Extended Term” shall have the meaning set forth in Section 3.2.

1.11 “First Mortgage” shall mean any first mortgage lien that now or hereafter encumbers Landlord’s fee or leasehold interest in the Property.

1.12 “Fixed Charges” shall mean as to any measuring period: (i) all base rent (i.e. payments under leases of real property or equipment of an original term of more than one year) due, plus (ii) all principal and interest due in respect of borrowed money (including payments under guaranties, financial support agreements and the like with respect to which the underlying obligation is in default for non-payment), plus (iii) all installment payments due in respect of installment purchase contracts of an original term of more than one year.

1.13 “Fixed Charge Coverage Ratio” shall mean, for any fiscal year of the Tenant, the ratio of (i) Net Revenues Available for Fixed Charge Payments to (ii) the total Fixed Charges for such period.

1.14 “Fixed Rent” shall have the meaning set forth in Section 4.1.

1.15 “Governmental Authorities” shall mean all federal, state, county, municipal, town, village and local governments, and all departments, commissions, boards, bureaus, agencies, offices and officers thereof, having or claiming jurisdiction over all or any part of the Property or the use thereof.

1.16 “Hazardous Materials” shall have the meaning set forth in Section 6.2.

1.17 “Impositions” shall mean all duties, taxes, water and sewer rents, rates and charges, assessments (including all assessments for public improvement or benefit), charges for public utilities, excises, levies, license and permit fees (excluding any license or permit fees relating to the development of the Initial Improvements), sales tax on rent, commercial rent tax, gross receipts tax based on rent, fees and assessments imposed by any owners’ association and

other charges, ordinary or extraordinary, foreseen or unforeseen, of any kind and nature whatsoever, which have been or may be laid, levied, assessed or imposed upon or become due and payable during the Term out of or in respect of, or become a lien on, the Property, Tenant's Personal Property or any other property or rights included in the Property, or any part thereof or appurtenances thereto, or which are levied or assessed against the rent and revenues (but not taxes levied with respect to the net income of the Landlord) received by Landlord from the Property, by virtue of any present or future law, order or ordinance of the United States of America, the State or of any state, county, city or local government or of any department, office or bureau thereof or any other Governmental Authority.

1.18 "Improvements" shall mean the improvements now or hereafter constructed on, over or under the Land, including, without limitation, the Building and all replacements thereof and additions thereto, all walkways, parking and road improvements of whatever nature, utility and sewage lines (to the extent of Landlord's interest therein) and all apparatus, machinery, devices, fixtures, appurtenances and equipment necessary for the proper operation and maintenance of the foregoing now or hereafter owned by Landlord or hereafter acquired by Tenant and, as herein provided, to be surrendered to Landlord upon the Expiration of this Lease and attached to and used in connection with the Building and the Land.

1.19 "Initial Term" shall have the meaning set forth in Section 3.1.

1.20 "Land" shall mean the land described in **Schedule A** annexed hereto and incorporated herein by reference.

1.21 "Landlord" shall mean School Development South Boulder LLC and its successors and assigns as landlord under this Lease.

1.22 "Landlord's Mortgages" shall have the meaning set forth in Section 28.1.

1.23 "Law" or "Laws" shall have the meaning set forth in Article 9.

1.24 "Lease Date" shall mean the date that at least 32,350 square feet of the facility (as described in Section 3.1) is made tenantable (with at least a temporary C/O) for the purposes of Tenant, but no sooner than August 15, 2012. Landlord shall provide notice to Tenant on or before August 1, 2012, of Landlord's reasonable conclusion that the Lease Date will be later than July 1, 2013.

1.25 "Lease Interest Rate" shall mean the lesser of (a) the highest lawful rate which at the time may be charged by Landlord to Tenant under the Laws of the State or (b) 15% per annum.

1.26 "Lease Year" shall mean the twelve (12) calendar month period commencing on each August 1 during the Term of this Lease; provided however that the period commencing on the Lease Date and ending on July 31, 2013 shall be treated as the first Lease Year.

1.27 "Net Revenues Available for Fixed Charges" shall mean, for any period, the sum of (i) all revenues of the Tenant (from any source), less (ii) the sum of all costs and

expenses of operations and maintenance (determined in accordance with generally accepted accounting principles) of the Tenant, except for Fixed Charges.

1.28 “Notices” shall have the meaning set forth in Section 24.1.

1.29 “Owner” shall mean the Owner of the fee title to the Land.

1.30 “Permits” shall have the meaning set forth in Article 9.

1.31 “Permitted Encumbrances” shall mean those certain liens, easements, rights of way and other encumbrances set forth on **Schedule B** annexed hereto and incorporated herein by reference.

1.32 “Person” shall mean and include any individual, corporation, partnership, limited liability company, unincorporated association, trust, Governmental Authority or other entity.

1.33 “Plans” shall mean the plans and specifications for a charter school building or buildings, including the site plan, detailed design drawings and materials specifications prepared by Ethos Three Architecture under job number _____, last revised _____.

1.34 “Pro Forma Fixed Charge Coverage Ratio” shall mean the Fixed Charge Coverage Ratio calculated upon the assumption that a particular additional Fixed Charge obligation is undertaken by Tenant, and that the associated revenues and other expenses accrue to Tenant, all such assumptions based upon reasonable business projections documented in writing to or by the board of Tenant, and forming the basis for the decision of the board of Tenant to undertake or not undertake such additional Fixed Charge obligation.

1.35 “Property” shall mean the Demised Premises.

1.36 “Provisions” shall have the meaning set forth in Article 34.

1.37 “Renewal Notice” shall have the meaning set forth in Section 3.2.

1.38 “Repairs” shall have the meaning set forth in Section 8.1.

1.39 “Restorations” shall have the meaning set forth in Section 16.2.

1.40 “School” shall have the meaning set forth in Section 1.5.

1.41 “State” shall mean the State of Nevada, the state in which the Demised Premises are located.

1.42 “Tenant” shall mean the Tenant named herein and, at any given time, its permitted successors and assigns as tenant under this Lease.

1.43 “Tenant Alterations” shall mean each and every (a) demolition of the whole or any part of any Improvement now or hereafter erected upon the Land; (b) excavation at any time made or to be made in, on or about the Demised Premises; (c) repair, addition, installation, betterment, rebuilding, or fixturing made by Tenant of, to, in, on or about the Property or any part thereof; and (d) construction of any additional Improvements by Tenant upon the Land.

1.44 “Tenant’s Architect” and “Tenant’s Engineer” shall mean, respectively, a duly qualified architect and engineer, licensed in the State, selected and paid by Tenant.

1.45 “Tenant Deliveries” means the following instruments and documents to be executed, acknowledged and/or delivered by Tenant to Landlord and at such time or times as the same are reasonably requested by Landlord, including, without limitation, in conjunction with a sale of the Property by Landlord: (a) Tenant Estoppel Certificate in form acceptable to Landlord and its lenders or potential purchasers of the Property; (b) the Short Form Lease Agreement in the form attached hereto as **Schedule C**; (c) the insurance certificate required pursuant to Section 10.4; (d) the subordination, non-disturbance and attornment agreement provided for in Section 29.2.

1.46 “Tenant’s Personal Property” shall mean (a) all items that are owned by third parties and leased to Tenant, (b) Tenant’s trade fixtures, (c) inventory and moveable equipment at the Demised Premises owned by Tenant, and (d) all other items of personal property purchased or otherwise acquired by Tenant, except in discharge of Tenant’s obligations hereunder.

1.47 “Term” shall have the meaning set forth in Article 3 and shall include the Initial Term and any Extended Term.

1.48 “Unavoidable Delays” shall mean causes or events which are beyond a party’s reasonable control which prevent such party’s performance under this Lease which events may include: acts of God, fire, earthquake, flood, storm, explosion, war, invasion, insurrection, civil commotion, embargo, riots, mob violence, vandalism, lockouts, strikes, sabotage, picketing, inability to procure or general shortage of labor, equipment, facilities, supplies or materials, failure of transportation, litigation, condemnation, requisition, governmental restriction, including inability or delay in obtaining governmental consents or approvals, material adverse weather conditions, or any other cause, whether similar or dissimilar to the foregoing, not within such party’s control; provided reasonably satisfactory evidence of the occurrence of each instance thereof shall be furnished by the party claiming Unavoidable Delays to the other party. Financial inability of a party shall not be the basis of an Unavoidable Delay.

2. Demise. Landlord, for and in consideration of the rents hereinafter reserved by Landlord and the Provisions herein contained on the part of Tenant to be paid, kept and performed, has leased, rented, let and demised, and by these presents does hereby lease, rent, let and demise to Tenant, and Tenant does hereby take and hire from Landlord, the Property, upon and subject to the Provisions herein set forth. Subject to completion of the Building substantially in accordance with the Plans, the lease of the Property is “**As Is, Where Is**” and “**WITH ALL**

FAULTS AND DEFECTS, LATENT OR OTHERWISE, KNOWN OR UNKNOWN,” in its present state and condition as of the effective date of the Lease and again as of the date of the Certificate of Use/Occupancy following construction of the Improvements, with no rights or recourse, set-off, or counterclaim against Landlord (or any Landlord parties or any other related or affiliated party) with respect to such state or condition. Tenant acknowledges that Tenant has been given a full and complete opportunity to conduct its own inspections and investigations as to any and every matter, fact, condition, circumstance or issue, which might influence or affect Tenant’s decision to lease the Demised Premises. Tenant has made thorough independent inspections and investigations of the Demised Premises and all pertinent matters thereto, without exception, including, but not limited to, the following: state of title; zoning; use; fitness of the Land; land surveys; soil conditions, as to every aspect thereof; access; utility services (availability and adequacy); sewers; storm drainage (collectively, the “Property Conditions”). Tenant represents and warrants as of the effective date, that Tenant is not relying on any representations, promises or agreements of Landlord, other than those if any, expressly set forth herein. Tenant understands and acknowledges that Landlord makes no representations or warranties, expressed or implied, regarding, and will not have any liability, whatsoever, to Tenant with respect to, the Property Conditions. Landlord hereby assigns to Tenant all of the warranties of Landlord's contractor (including its subcontractors and equipment manufacturers) for the Building (except as to those elements of the Building for which Landlord is responsible hereunder for repair and maintenance), and Landlord has notified and received consent from its contractor for such assignment.

AS A MATERIAL PART OF THE INDUCEMENT TO LANDLORD FOR THE LEASING OF THE PROPERTY, TENANT, ON BEHALF OF ITSELF, AND ITS SUCCESSORS AND ASSIGNS, HEREBY IRREVOCABLY FOREVER DISCHARGES AND RELEASES LANDLORD AND ITS RESPECTIVE PARTNERS, MEMBERS, PRINCIPALS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, ATTORNEYS AND EMPLOYEES (COLLECTIVELY, THE “LANDLORD PARTIES”) FROM ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, DEMANDS, OBLIGATIONS, DAMAGES, CAUSES OF ACTION (AT LAW OR IN EQUITY) AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, OTHER THAN THOSE FOR BREACH OF LANDLORD’S REPRESENTATIONS AND WARRANTIES, IF ANY, EXPRESSLY SET FORTH HEREIN, THAT ARE BASED DIRECTLY OR INDIRECTLY ON, ARISE FROM OR IN CONNECTION WITH, OR ARE, IN ANY MANNER WHATSOEVER, RELATED TO: (A) ANY PAST, PRESENT OR FUTURE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS MATERIALS AT THE PROPERTY, (B) ANY AND ALL STATEMENTS, REPRESENTATIONS, WARRANTIES, DETERMINATIONS, CONCLUSIONS, ASSESSMENTS, ASSERTIONS, OR ANY OTHER INFORMATION CONTAINED IN ANY OF THE DOCUMENTS PREPARED BY THIRD PARTIES AND DELIVERED TO TENANT IN CONNECTION HERewith AND THE PROPERTY, OR (C) ANY DEFECT, INACCURACY OR INADEQUACY IN THE CONDITION OF TITLE TO THE PROPERTY, LEGAL DESCRIPTION OF THE PROPERTY, OR ANY COVENANTS, RESTRICTIONS, ENCUMBRANCES, OR OTHER MATTERS OF RECORD, OR ENCROACHMENTS WHICH AFFECT THE PROPERTY.

SUBJECT, however, to the following:

2.1 Present and future building, environmental, zoning, use and other laws of all Governmental Authorities.

2.2 The condition and state of repair of the Property or any part thereof as the property may be on the Lease Date.

2.3 Rights, if any, of others relating to water, gas, sewer, electric, telephone and other utility lines, wires, poles, pipes, conduits and other equipment of any kind whatsoever and the maintenance thereof.

2.4 Liens for Impositions attributable to the period from and after the Lease Date (but not prior thereto).

2.5 The Permitted Encumbrances.

3. Term.

3.1 This Lease shall continue in force for a period commencing on the Lease Date and ending at 11:59 P.M. on July 31, 2032 (the "Initial Term"), unless extended as provided in Section 3.2 or sooner terminated as herein provided. At least 32,350 square feet ("Phase 1") shall be delivered to Tenant in "move in" condition such that Phase 1 shall be immediately tenantable (with at least a temporary C/O, and in any event Landlord shall obtain a permanent C/O within 30 days of the issuance of a temporary C/O) and able to be occupied by Tenant as a public charter school on or before August 27, 2011. The remaining 14,042 square feet ("Phase 2") shall be delivered to the Tenant in "move in" condition such that Phase 2 shall be immediately tenantable (with at least a temporary C/O, and in any event Landlord shall obtain a permanent C/O within 30 days of the issuance of a temporary C/O) and able to be occupied by Tenant as a public charter school no later than October 1, 2012. Notwithstanding anything to the contrary set forth herein, in the event that Landlord has not delivered to Tenant at least Phase 1 of the Building in tenantable condition on or before August 27, 2012, Landlord shall either make available to Tenant alternative temporary facilities adequate to conduct Tenant's business intended to be conducted on the Property until Landlord is able to deliver such phase of the Building in tenantable condition (the cost of such temporary facilities to be borne by Landlord), or Tenant shall be entitled to terminate this Lease as of right, upon which all obligations of Landlord and Tenant hereunder shall terminate and be of no further force and effect. In the event that Landlord has not delivered Phase 2 of the Building in tenantable condition on or before October 1, 2012 (with at least a temporary C/O, and in any event Landlord shall obtain a permanent C/O within 30 days of the issuance of a temporary C/O), Tenant shall have the right to partially terminate this Lease as to such portion of the Building only.

3.2 Tenant shall have the right to extend the Term for an additional period of five (5) years commencing on the day following the last day of the Initial Term and ending on the day preceding the fifth (5th) anniversary thereof (the "Extended Term") provided that (i) Landlord receives written notice from Tenant exercising its right to extend the Term (a "Renewal Notice") not less than one hundred and eight (180) calendar days and not more than four hundred fifty (450) calendar days prior to the expiration of the Initial Term and (ii) there is

no Event of Default outstanding at the time of the Renewal Notice or at the expiration of the Initial Term (unless such Event of Default is waived in writing by Landlord). Landlord shall have a period of sixty days from the date of receipt of the Renewal Notice in which to object in writing thereto.

3.3 The Fixed Rent payable during the Extended Term shall be as set forth in Section 4.2. Upon the giving of the Renewal Notice, and the satisfaction of the conditions applicable thereto, this Lease shall thereupon be deemed extended for the Extended Term with the same force and effect as if such Extended Term had been originally included in the Term.

3.4 All other terms, provisions, covenants and conditions of this Lease shall continue in full force and effect during the Extended Term except that Fixed Rent shall be as provided in Section 4.2 and there shall be no further renewal terms.

4. Rent.

4.1 During the Initial Term, Tenant covenants and agrees to pay to Landlord rent for the Property ("Fixed Rent") in the amounts set forth in **Schedule D** attached hereto.

4.2 During the Extended Term, if any, Tenant covenants and agrees to pay to Landlord Fixed Rent in the amounts set forth in **Schedule E** attached hereto.

4.3 Fixed Rent shall be accounted for and paid by Tenant to Landlord in monthly payments, made in advance starting on the Lease Date, and thereafter on the first day of each calendar month during the Term. Fixed Rent for any period during the Term which is less than one full month shall be prorated based upon the actual number of days of the month involved. All Fixed Rent shall be payable without defense, set-off, or counterclaim.

4.4 All Fixed Rent and all Additional Rent (as hereinafter defined) payable to Landlord shall be paid by Tenant to Landlord by payment to Landlord at its address set forth herein, or to such other place and Person as Landlord shall direct in writing.

4.5 If Tenant shall fail to make payment of any installment of Fixed Rent or Additional Rent payable to Landlord hereunder within five (5) calendar days from the date upon which the same shall first have been due hereunder then and in each such event Tenant shall pay Landlord on demand, in addition to the installment or other payment due, as Additional Rent hereunder, a late payment fee in the amount of five (5%) percent of the amount due to compensate Landlord for legal, accounting and other expenses incurred by Landlord in administering the delinquent account by reason of such late payment. For the purposes of this Section 4.5, payments shall be deemed made upon the date of actual receipt by Landlord or as directed by Landlord at the place specified in or pursuant to Section 4.4 hereof. The late payment fee required to be paid by Tenant pursuant to this Section 4.5 shall be in addition to all other rights and remedies provided herein or by Law to Landlord for such nonpayment.

4.6 It is the purpose and intent of Landlord and Tenant that the Fixed Rent shall be net to Landlord and that Tenant shall pay as additional rent ("Additional Rent"), without notice or demand, and without abatement, deduction, defense, counterclaim or set-off, and save Landlord harmless from and against, all costs, Impositions, insurance premiums to which the

Demised Premises is subject and all other expenses and obligations of every kind and nature whatsoever related to, or arising in connection with, the use and occupancy of the Property or any portion thereof or as otherwise provided in this Lease (including reasonable attorneys' fees and disbursements incurred in connection with any Event of Default hereunder, in the event that there is any Event of Default, whether or not a suit or proceeding is brought to enforce any right or remedy of Landlord) which may arise or become due prior to or during the Term, other than (a) payments under any mortgage or other indebtedness of Landlord; and (b) other obligations, if any, which are the specified responsibility of Landlord under the terms of this Lease. Tenant acknowledges that on the Lease Date it will give notice to all public and private utilities that it is in possession of the Demised Premises and will assume liability for all such charges imposed by such utility companies from and after the Lease Date to the Expiration of the Lease, including but not limited to, charges for water, gas, electric and other utilities and shall prorate with Landlord any utility bill for a period during which the Lease Date occurs. In the event of any nonpayment of any of the foregoing, Landlord shall have, in addition to all other rights and remedies, all of the rights and remedies provided for herein or by law in the case of nonpayment of Fixed Rent. Landlord agrees that it will give Tenant prompt notice of any intent to pay any sum which would be deemed Additional Rent and Landlord will make such payment only if it does not receive assurance to its reasonable satisfaction (and including written evidence) that such payment has been or is being timely made by or on behalf of Tenant within five (5) days of Tenant's receipt of Landlord's notice; provided however, nothing herein shall be deemed to preclude Landlord from paying any amount which would otherwise be deemed to be Additional Rent directly and immediately if, in Landlord's judgment, there is an emergency or an extraordinary circumstance warranting such payment.

5. Payment of Impositions.

5.1 During the Initial Term and the Extended Term, except as set forth herein, Tenant shall pay all Impositions, or cause the same to be paid, as and when due and payable, before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof; provided however, that:

(a) If, by Law, any Imposition, at the option of the taxpayer may be, and customarily is, paid in installments, whether or not interest shall accrue on the unpaid balance of such Imposition, Tenant may, so long as no Event of Default shall then exist under this Lease, exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and, in such event shall pay such installments as may become due during the Term together with any interest thereon as the same respectively become due and before any fine, penalty, additional interest or cost may be added thereto; and

(b) Any Imposition (including assessments which have been converted into installment payments by Tenant) relating to a fiscal period of a taxing authority, a part of which is included within the Term and a part of which is included in a period of time prior to the Lease Date or after the Expiration Date shall (whether or not such Imposition shall be assessed, levied, confirmed, imposed upon or in respect of or become a lien upon the Property, or any part thereof, or shall become due and payable during the Term) be prorated between Landlord and Tenant as of the Lease Date or the Expiration of this Lease, as the case may be so long as, in the case of any proration in favor of Tenant, no Event of Default shall then exist hereunder.

5.2 Except as provided in this Section 5.2, Tenant shall not be required to pay income taxes assessed against Landlord, or any capital levy, corporation franchise, or gross receipts tax based on Landlord's income, excess profits, estate, succession, inheritance taxes or transfer, documentary, excise or similar taxes of Landlord; provided however, that if at any time during the Term, the present method of taxation shall be changed so that in lieu of or as a substitute for the whole or any part of any Impositions on real estate and the improvements thereon there shall be levied, assessed or imposed on Landlord a new capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents or the present or future Improvements, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term "Impositions" for the purposes hereof, but only to the extent that the same would be payable if the Property were the only property of Landlord, and Tenant shall pay and discharge the same as herein provided in respect of the payment of Impositions. In the event that the present method of taxation is changed as aforesaid, Landlord and Tenant agree to meet to equitably adjust the Impositions to be paid by Tenant.

5.3 Tenant shall obtain and after payment shall furnish to Landlord official receipts of the appropriate entity levying such Imposition, or other evidence reasonably satisfactory to Landlord, evidencing the payment of any Impositions.

5.4 Landlord and Tenant acknowledge that, pursuant to NRS 361.096(1), the Property is eligible for exemption from ad valorem taxation as of the Lease Date based upon its permitted use under the education exemption granted (public charter school), and that otherwise ad valorem taxes would be included within Additional Rent hereunder, payable by the Tenant. The amount of payment required by the charter school pursuant to the agreement is reduced in an amount which is at least equal to the amount of tax that would have been imposed if the property were not exempt pursuant to subsection 1 of NRS 361.096. The parties agree to cooperate to obtain and maintain such ad valorem tax exemption, at the expense of Landlord. Notwithstanding the foregoing, should there come due during the Lease Term any other Impositions (whether as a result of a change in law or interpretation or otherwise, and whether or not in lieu of ad valorem taxes), Tenant shall pay, prior to delinquency, all such Impositions as Additional Rent. Tenant agrees to use its best efforts in assisting Landlord with obtaining any and all ad valorem property tax exemptions including, without limitation, by submitting information and executing documents as may be reasonably requested by Landlord and shall otherwise reasonably cooperate with Landlord in obtaining same.

5.5 During the Term, Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition (it being understood that it is Landlord's obligation to obtain exemption from ad valorem taxes pursuant to the use exemption for public charter schools), by appropriate proceedings diligently conducted in good faith, but only after payment of such Imposition unless such payment would operate as a bar to such contest or interfere materially with the prosecution thereof in which event Tenant shall have the right to postpone or defer payment of such Imposition, in each case only if:

(a) Neither the Property nor any part thereof would by reason of such postponement or deferment be in imminent danger of being subjected to foreclosure proceedings, forfeited or lost; and

(b) Tenant shall either (i) have posted with Landlord the amount so contested and unpaid, together with all interest and penalties in connection therewith and all charges that may be assessed against or become a charge on the Property or (ii) have posted with Landlord or with the authority imposing the Imposition or a court of competent jurisdiction security reasonably satisfactory to Landlord or a bond by a surety company approved by Landlord, whereby such surety undertakes to pay such Imposition in the event that Tenant shall fail to pay the same upon the final disposition of the contest (including appeals) or the Property or any part thereof is, in the reasonable judgment of Landlord in imminent danger of being forfeited or lost during the pendency of such contest. The initial deposit or bond shall be in an amount equal to 125% of the amount so contested and unpaid. Any deposit made by Tenant under the Provisions of this subsection 5.4(b), together with any additions thereto and all interest, if any, earned thereon, shall be held in trust and disposed of as hereinafter provided.

5.6 Upon the termination of any proceeding (including appeals), conducted pursuant to Section 5.5 hereof, or if Tenant should so elect, at any time prior thereto, Tenant shall pay the amount of such Imposition or part thereof as finally determined in such proceeding, the payment of which may have been deferred during the prosecution of such proceeding, together with any costs, fees, interest, penalties or other liabilities in connection therewith, and upon such payment, Landlord shall return any amount deposited with it (and not previously applied by it as herein provided) with respect to such Imposition. Such payment, at Tenant's request, shall be made by Landlord out of and to the extent of the amount deposited with it with respect to such Imposition, any balance due shall promptly be paid by Tenant, and any balance remaining shall be paid to Tenant with interest, if any, accrued thereon. If, at any time during the continuance of such proceeding, the Property or any part thereof is, in the reasonable judgment of Landlord, in imminent danger of being forfeited or lost, Landlord may require the amount theretofore deposited with Landlord to be applied to the payment of such Imposition (or Landlord may require application of the bonded amount by the surety company, if a bond has been furnished) as provided in the preceding sentence, any balance due shall promptly be paid by Tenant, and any balance remaining due shall be returned to Tenant with interest, if any, accrued thereon. Notwithstanding anything to the contrary set forth in this Section 5.6, no such deposit held by Landlord, or any part thereof, or interest thereon, shall be returned to Tenant so long as any Event of Default shall then exist hereunder.

5.7 Landlord shall have the right: (a) to seek a reduction in the valuation or other basis of the Demised Premises and/or the Improvements and/or any portion or part thereof assessed or measured for Imposition purposes; (b) at Landlord's expense to participate in any such proceeding commenced by Tenant at Landlord's insistence or otherwise; and (c) to commence a proceeding with Notice to Tenant, or to intervene in and prosecute any proceeding commenced by Tenant, for a reduction of such assessed valuation or other basis which shall in whole or in part be for any period of time subsequent to the Expiration of this Lease. Tenant shall be obligated to reimburse Landlord in connection with any proceeding referenced in clauses (a) and (c) above (including reasonable attorney's fees), but only to the extent of the aggregate

amount of savings in Impositions that are actually realized by Tenant during the Term as a result of such proceeding.

5.8 To the extent to which any tax refund payable as a result of any proceeding which Landlord or Tenant may institute, or payable by reason of compromise or settlement of any such proceeding, may be based upon a payment made by or for the account of Tenant and shall not relate to a period prior to the Lease Date or subsequent to the Expiration of this Lease, subject to Tenant's obligation to reimburse Landlord forthwith as Additional Rent hereunder for any expense incurred by Landlord in connection with such proceeding (including reasonable attorney's fees), and so long as no Event of Default shall exist, Tenant shall be authorized to collect the same.

5.9 Landlord shall not be required to join in any proceeding referred to in Section 5.5 hereof unless the provisions of any Law at the time in effect shall require that such a proceeding be brought by and/or in the name of Landlord or any owner of the Property, in which event Landlord shall, upon written request, join in such proceeding or permit the same to be brought in its name, upon compliance by Tenant with the requirements of Section 5.5 and this Section 5.9. Tenant agrees to indemnify, defend, and hold Landlord harmless from and against any costs or expenses (including reasonable attorneys' fees) or liabilities in connection with any such proceeding, if such proceeding has been requested or initiated by Tenant.

5.10 The certificate, advice or bill of the appropriate official designated by Law to make or issue the same or to receive payment of any Imposition, of payment or non-payment of such Imposition, shall be prima facie evidence that such Imposition is paid or due and unpaid at the time of the making or issuance of such certificate, advice or bill.

5.11 As set forth above, Landlord shall apply for any applicable ad valorem tax exemption that may be allowed by Law. In the event that the foregoing exemption is granted, then, the exempted amount of taxes (i.e. one of the types of Impositions) shall be deducted from the Additional Rent. This paragraph is meant to clarify the benefit to be derived by the Tenant and provided for by law, it being understood that the rent paid by Tenant herein is composed of Fixed Rent and Additional Rent and that the benefit derived by any exemption shall be applied against the Additional Rent otherwise due hereunder.

5.12 In the event that Tenant fails to timely comply with its monetary obligations contained in this Section 5, any amounts not paid when due shall accrue interest at the Lease Interest Rate.

6. Use and Operation of Property.

6.1 (a) Tenant shall have the right to use and occupy the Property for the sole purpose of operating a charter school and for such other lawful purposes as may be incidental thereto (including a pre-kindergarten program of Tenant's choice). Tenant shall be responsible for all of its obligations under this Lease unless the School's Charter is revoked by the School's Sponsor or any permits or authorizations needed for the operation of the School are revoked.

(b) Tenant agrees that it will at all times maintain the Property in a state of repair and maintenance as required under Article 8; will not commit waste, overload the floors or structure of the Building or subject the Demised Premises to any use that would damage the Demised Premises; and will provide adequate security for the Property.

6.2 (a) Without the prior written consent of Landlord, Tenant shall not use, maintain, permit or allow the use, or maintenance of the Demised Premises or any part thereof to treat, store, dispose of, transfer, release, convey or recover, or permit or suffer these to be present on, under or about the Demised Premises, any Hazardous Materials nor shall Tenant otherwise, in any manner, possess or allow the possession of any Hazardous Materials on or about the Demised Premises, except for incidental cleaning and landscaping supplies used and stored in compliance with all Environmental Laws (as hereinafter defined), whether such Hazardous Materials existed on the Demised Premises prior to the Lease Date or after the Lease Date. Should Landlord consent in writing to Tenant bringing, using, storing or treating any Hazardous Material(s) in or upon the Demised Premises or if Tenant is allowed to bring, use store or treat Hazardous Materials in or upon the Demised Premises pursuant to this Section, Tenant shall strictly obey and adhere to any and all Environmental Laws, which in any way regulate, govern or impact Tenant's possession, use, storage, treatment or disposal of said Hazardous Material(s).

(b) "Hazardous Materials" shall mean any solid, liquid or gaseous waste, substance or emission or any combination thereof which may (x) cause or significantly contribute to an increase in mortality or in serious illness, or (y) pose the risk of a substantial present or potential hazard to human health, to the environment or otherwise to animal or plant life, and shall include without limitation hazardous substances and materials described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Resource Conservation and Recovery Act, as amended; and any other applicable Laws (collectively "Environmental Laws").

(c) Tenant shall immediately notify Landlord of the presence or suspected presence of any Hazardous Materials, on or about the Demised Premises and shall deliver to Landlord any notice received by Tenant relating thereto.

6.3 Landlord and its employees, contractors and agents shall have the right, but not the duty, to inspect the Demised Premises and conduct tests thereon at any time to determine whether or the extent to which there is Hazardous Materials on the Demised Premises. Landlord shall have the right to immediately enter upon the Demised Premises to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby, unless such loss or damage results from Landlord's gross negligence or willful misconduct. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of Hazardous Materials, then, the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as Additional Rent. Tenant shall execute affidavits, representations and estoppels from time to time, in form reasonably acceptable to Tenant, at Landlord's request, concerning Tenant's knowledge and belief regarding the presence of any Hazardous Materials on the Demised

Premises or Tenant's intent to store or use Hazardous Materials on the Demised Premises. Tenant shall indemnify, defend, and hold harmless Landlord from any and all claims, loss, liability, costs, expenses or damage, including reasonable attorneys' fees and other costs of remediation, incurred by Landlord in connection with any breach by Tenant of its obligations under this Article. The covenants and obligations of Tenant hereunder shall survive the expiration or earlier termination of this Lease.

6.4 Tenant shall not use or occupy or permit the Property or any part thereof to be used or occupied, for any unlawful purpose or in violation of the Charter or any certificate of occupancy, certificate of compliance, Permit or Law covering or affecting the use of the Property or any part thereof. Tenant shall not suffer any act to be done or any condition to exist on the Demised Premises or any part thereof which may, in Law, constitute a nuisance, public or private, or which may make void or voidable any insurance with respect thereto.

6.5 Tenant shall not use, occupy or improve or permit the Property or any part thereof to be used, occupied or improved, so as to violate any of the terms, conditions or covenants of the Permitted Encumbrances or any other easements, restrictions, covenants or agreements hereafter affecting the Property.

7. Surrender of the Property; Holding Over.

7.1 Tenant shall, on the Expiration of this Lease, or upon any re-entry by Landlord upon the Demised Premises pursuant to this Lease, surrender and deliver up the Property into the possession and use of Landlord, without delay and in the same state of repair and maintenance as the state of repair and maintenance of the Property on the Lease Date, ordinary wear excepted and casualty damage excepted, free and clear of all lettings and occupancies, free and clear of all liens, charges and encumbrances except (i) the Permitted Encumbrances and any easements, restrictions, covenants, charges or other encumbrances existing as of the Lease Date, (ii) the First Mortgage, if any, together with any other instruments securing the indebtedness secured by the First Mortgage, and (iii) all those which Landlord causes after the Lease Date or to which Landlord expressly consents in writing (which, for the purposes of this Section 7.1, shall be deemed to be additional Permitted Encumbrances). On the Expiration of this Lease, title to and ownership of the Improvements shall automatically vest in Landlord without the execution of any further instrument and without any payment therefor by Landlord. On or about sixty (60) days prior to the Expiration of the Lease, Landlord and Tenant shall conduct a joint inspection of the Property to determine its physical condition and Tenant's compliance with its obligations hereunder, including without limitation, those set forth in Article 8. Landlord's participation in such inspection shall not be deemed to preclude or stop Landlord from thereafter making a claim against Tenant with respect to any condition, circumstance or event related to the Property for which Tenant is responsible under this Lease or otherwise, provided that Landlord must make any claim for such condition, circumstance or event within ninety (90) days of the later of (a) the Expiration Date, and (b) the date on which Landlord regains physical possession of the Property, and provided further that the foregoing time limit on Landlord's right to assert claims shall not apply to conditions which are not readily ascertainable with reasonable diligence or without resort to invasive testing, including by way of example and not limitation, subsurface soil and water conditions that exist as a result of Tenant's use of the property. Tenant shall remove all its signs from the Property upon expiration of this

Lease and shall promptly repair any damage to the Improvements and the Land resulting from such removal. Tenant shall remove Tenant's Personal Property upon Expiration of this Lease and Tenant shall promptly repair any damage to the Improvements and the Land resulting from such removal. Any of Tenant's signs or other Personal Property remaining on the Demised Premises in excess of sixty (60) days following the Expiration of this Lease shall, at the option of Landlord, be deemed abandoned and become Landlord's property. In addition, Landlord shall have the right to remove any of Tenant's Personal Property upon the Expiration of this Lease, and to store the same, all at the sole cost and expense of Tenant. Tenant shall, on demand, execute, acknowledge and deliver to Landlord a written instrument, in recordable form, confirming such Expiration, as well as any further assurances of title to the Improvements as Landlord may reasonably request, together with instruments in recordable form evidencing the Expiration of this Lease and the Memorandum of this Lease of even date herewith.

7.2 In the event of any holding over by Tenant after Expiration or in the event Tenant continues to occupy the Property after the termination of Tenant's right of possession pursuant to this Lease, occupancy of the Property subsequent to such termination or expiration shall be that of a tenancy at sufferance and in no event for month-to-month or year-to-year, but Tenant shall, throughout the entire holdover period, pay rent (on a per month basis without reduction for any partial months during any such holdover if such holdover exceeds five (5) calendar days and on a per diem basis if such holdover is five (5) calendar days or less) equal to one hundred fifty percent (150%) of the Fixed Rent due for the period immediately preceding such holding over and the actual Additional Rent accruing on a prorata basis during the holdover period, provided that in no event shall Fixed Rent and Additional Rent during the holdover period be less than the fair market rental for the Property. No holding over by Tenant or payments of money by Tenant to Landlord after the expiration of the Term of this Lease shall be construed to extend the Term or prevent Landlord from recovery of immediate possession of the Property by summary proceedings or otherwise. Tenant shall be liable to Landlord for all actual damage which Landlord may suffer by reason of any holding over by Tenant, and Tenant shall indemnify Landlord against any and all proved claims made by any other tenant or prospective tenant against Landlord for delay by Landlord in delivering possession of the Property to such other tenant or prospective tenant.

7.3 The Provisions of this Article 7 shall survive the Expiration of this Lease.

8. Repairs and Maintenance.

8.1 Throughout the Term, Tenant, at its sole cost and expense, shall: (a) maintain in first-class condition and repair the interior and exterior of the Demised Premises, including but not limited to: the electrical systems (except as set forth in Paragraph 8.7), heating and air conditioning systems, plate glass, windows and doors; sprinkler, plumbing (except as set forth in Paragraph 8.7) and sewage systems and facilities; fixtures; interior and exterior walls; floors; ceilings; gutters, downspouts, sidewalks, parking lot pavement, parking areas, grounds, recreational and landscaped areas of the Demised Premises; all electrical facilities and equipment including but not limited to, interior and exterior lighting fixtures, lamps, fans and any exhaust equipment and systems; electrical motors; and kitchen and all other appliances, fixtures and equipment of every kind and nature located in, upon or about the Demised Premises; and all glass, both interior and exterior (and any broken glass shall be promptly replaced at Tenant's

expense by glass of like kind, size and quality); (b) keep the Property in the same order, repair and condition as of the Lease Date; and (c) make all necessary or appropriate repairs, replacements and renewals, and all necessary or appropriate alterations and restorations thereto, interior and exterior, ordinary and extraordinary, and foreseen and unforeseen (collectively, "Repairs"). Tenant shall, at its expense, conduct seasonal preventive maintenance on the heating, ventilating and air conditioning systems which shall be subject to the reasonable approval of Landlord.

8.2 The necessity for and adequacy of Repairs to the Property made or required to be made pursuant to Section 8.1 shall be measured by standards which are appropriate for school buildings of similar age and containing similar facilities in the locality and which are necessary to maintain

8.3

8.4 the Property in a state of repair and maintenance as close as reasonably possible to the state of repair and maintenance of the Property as at the Lease Date. Whenever a portion of the Demised Premises must be replaced in order to comply with the requirements of this Article 8, new equipment and materials of a quality equal to or superior to the quality of the equipment and/or materials being replaced shall be used. Tenant shall, within thirty (30) days after demand by Landlord, begin to make such Repairs, or perform such items of maintenance, to the Property as Landlord may reasonably require in order to maintain the Property at the standards required by this Lease and thereafter Tenant shall diligently and continuously pursue and promptly complete such Repairs.

8.5 Landlord shall not be required to furnish any services or facilities or to make any Repairs in or about the Property or any part thereof, Tenant hereby assuming the full and sole responsibility for all Repairs to, and for the condition, operation, maintenance and management of, the Property at the Lease Date and during the Term.

8.6 Tenant shall, at its sole cost and expense, keep the sidewalks, curbs, entrances, passageways, roadways and parking spaces, planters and shrubbery and public areas adjoining (excluding areas not the responsibility of Landlord under applicable Law) or appurtenant to or constituting part of the Property in a clean and orderly condition, free of ice, snow, rubbish and obstructions.

8.7 Tenant shall be entitled to the benefit of any and all third-party warranties given or running in favor of Landlord with respect to the Property which would in any way be useful to Tenant in fulfilling its obligations under this Article 8; and Landlord shall have the obligation to cooperate with Tenant in making available to Tenant the benefit of any and all third-party warranties given or running in favor of Landlord with respect to the Property which would in any way be useful to Tenant in fulfilling its obligations under this Article 8. Further, Landlord agrees that it will cooperate with Tenant in a commercially reasonable manner in connection with claims against third parties regarding Tenant's repair and maintenance obligations hereunder upon Tenant's request and provided Tenant shall be responsible for the reasonable costs and expenses incurred by Landlord as a result of such cooperation.

8.8 The foregoing obligations of Tenant and Landlord are subject to the provisions of Articles 11, 12, and 16 and, in the event of a conflict between this Article 8 and Articles 11, 12, or 16, the provisions of Articles 11, 12, or 16, as the case may be, shall control.

8.9 Tenant shall immediately upon discovery give to Landlord telephonic notice, followed immediately by written notice, of any damage to the roof or roof structural components. Except for damages caused by the Tenant's negligence (or Tenant's licensees or invitees), Landlord shall be responsible for the maintenance of the roof and roof structural components. With regard to plumbing and electrical systems, notwithstanding the above responsibilities of Tenant, the Landlord shall be responsible for Repairs to the plumbing (from the source of water to the point of connection to the fixtures but excluding any such damages caused by the Tenant or the Tenant's licensees or invitees) or electrical wiring (from the source of electricity (i.e. the utility meter) to the point of connection to the fixtures but excluding any such damages caused by the Tenant or the Tenant's licensees or invitees) that originate with the walls.

8.10 If Tenant fails to perform any repair or maintenance for which it is responsible and such failure is not corrected within five (5) days after written notice from Landlord, Landlord may perform such work and be reimbursed by Tenant for the cost thereof, together with interest thereon at the Lease Interest Rate, within thirty (30) days after demand therefor. Notwithstanding anything to the contrary contained herein: (i) Tenant shall bear the full cost of any repair of damage to any part of the Demised Premises that is caused by Tenant, its agents, employees, invitees, or contractors, or exacerbated by Tenant's delay in repair or maintenance obligations; and (ii) Landlord shall be entitled to take all action necessary at any time and at the sole expense of Tenant necessary, in the sole determination of Landlord, to protect the Demised Premises from loss, damage or waste and to assure Tenant's compliance with this Section 8.

9. Compliance with Laws; Maintenance of Licenses and Charter; Rate Covenant; Operating Reserve.

9.1 Throughout the Term, Tenant, at its own sole cost and expense, shall comply with all present and future laws, ordinances, statutes, administrative and judicial orders, rules, regulations and requirements, including, without limitation, the Americans with Disabilities Act (each individually, a "Law," and collectively, "Laws") of all Governmental Authorities, foreseen and unforeseen, ordinary as well as extraordinary, applicable to the Property or any part thereof, the appurtenances thereof and, to the extent required by any Laws, the sidewalks, curbs, alleyways and passage-ways, adjoining the Demised Premises, or to the use or manner of use of the Property or the owners, tenants or occupants thereof whether or not any such Laws necessitate structural changes or improvements or interfere with the use or enjoyment of the Property. Tenant shall also procure, pay for and maintain all permits, licenses, approvals and other authorizations (collectively, "Permits,") necessary for the lawful operation of its business at the Demised Premises and the lawful use and occupancy of the Property in connection therewith.

9.2 Tenant shall, at its own sole cost and expense, observe and comply with all of the obligations of Tenant under the Charter, and shall operate the School in accordance

therewith and with all applicable Laws. Tenant shall give immediate written notice to Landlord of any default or breach under the Charter, or of any suspension, termination, amendment or extension thereof. Tenant shall timely make application for extension of the Charter such that the Charter shall remain in full force and effect for the Term.

9.3 Upon Landlord's written consent, Tenant shall have the right to contest by appropriate legal proceedings, conducted in good faith, in the name of Tenant or Landlord or both, the validity or application of any Laws of the nature referred to in Section 9.1, and Landlord, in its discretion, may execute and deliver any appropriate papers which may be necessary or proper to permit Tenant so to contest the validity or application of any such Law, subject to the following:

(a) If by the terms of any such Law, compliance therewith pending the prosecution of any such proceedings may legally be delayed without subjecting Tenant or Landlord to any liability, civil or criminal, for failure so to comply therewith, and without subjecting the Property or any part thereof to any lien, charge, forfeiture, loss or suspension of operations, and Tenant (i) furnishes security reasonably satisfactory to Landlord against loss or injury by reason of such contest or delay and (ii) diligently and continuously prosecutes the contest to completion, then Tenant may delay compliance therewith until the final determination of any such proceeding.

(b) Tenant agrees that it will indemnify, defend, and hold Landlord harmless against any costs, expenses or liabilities it may sustain by reason of any act or thing done or omitted to be done by Tenant pursuant to this Section 9.3, up to the limits set forth in NRS 40.035. The limits of NRS 40.035 shall not operate to limit the ability to indemnify, defend, and hold Landlord harmless a through any applicable insurance policy.

9.4 Tenant represents and warrants to Landlord that it has complied with the public meeting requirements applicable to it with respect to all meetings of its board concerning the execution and delivery of this Lease (including public notice), and with all Laws applicable to its operation of the School.

9.5 Tenant covenants and agrees to maintain, for each fiscal year of Tenant commencing with the July 1, 2013 fiscal year, a Fixed Charge Coverage Ratio of not less than 1.10 to 1.00. In the event of (i) Tenant's failure to comply with this covenant, or (ii) a default in the payment obligations of the Tenant (without limiting Landlord's right to exercise other remedies upon the occurrence of any such or other default hereunder), Tenant shall employ promptly a Financial Consultant for purposes of obtaining a report of such firm containing recommendations as to changes in the operating policies of Tenant designed to maintain its Fixed Charge Coverage Ratio at not less than 1.10 to 1.00, and shall follow such recommendations to the full extent practicable until such failure is remedied.

9.6 In addition to the foregoing covenant, Tenant covenants and agrees that it will not undertake any additional material obligation for Fixed Charges unless the Pro Forma Fixed Charge Coverage Ratio is not less than 1.10 to 1.00.

10. Insurance.

10.1 Tenant, at its sole cost and expense, shall throughout the Term procure and maintain:

(a) Comprehensive general liability insurance against claims for personal injury, bodily injury, death or property damage occurring upon, in or about the Demised Premises, such insurance to (i) be on the so-called "occurrence" form; (ii) afford immediate protection at the Lease Date to the limit of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate (including any umbrella coverage); (iii) continue at not less than the said limits until required to be changed by Landlord in writing by reason of changed economic conditions making such protection inadequate; and (iv) cover at least the following hazards: (A) premises and operations; and (B) independent contractors on an "if any" basis;

(b) Workers' compensation insurance in an amount not less than the statutory requirements and adequate employee's liability insurance covering all persons employed by Tenant at the Demised Premises;

(c) At all times when Tenant Alterations are being made, Tenant shall have insurance providing the following coverage for its Tenant Alterations (i) owner's contingent or protective liability insurance covering claims not covered by or under the terms or provisions of the above mentioned comprehensive general public liability insurance policy; (ii) contractual liability insurance covering the indemnity contained in Section 20.1 hereof; and (iii) builder's risk completed value coverage (A) for 100% of the contract price, (B) on a nonreporting form, (C) deleting all co-insurance provisions, (D) against all risks insured against pursuant to Section 10.1(a) hereof with the addition of damage due to faulty materials, workmanship and errors in design, and (E) including permission to occupy the Demised Premises;

(d) Casualty/property damage insurance, all risk, on the Improvements (including flood insurance, if Property is in a designated flood zone) on a replacement cost basis and for an amount not less than the loan amount under any First Mortgage financing (with deductibles as to wind coverage not greater than 5%, and as to other coverages, not greater than \$100,000); and

(e) Such other insurance and in such amounts as may from time to time be reasonably required by Landlord, or the holder of the First Mortgage, if any, against other insurable hazards.

10.2 Notwithstanding the requirements of Section 10.1(d), in the event that the requisite coverages for casualty/property damage is not commercially available, Tenant shall give immediate written notice to Landlord, and Landlord and Tenant shall meet within two business days of such notice to determine a resolution of the matter. Failing agreement, each party shall select an experienced property insurance consultant to review the matter, and if such consultants agree on an insurance or loss recovery plan that is in their opinion financially feasible (the "Insurance Plan," which term includes a plan specified by the third insurance consultant referred to below, if the same is engaged under the terms of this Lease), Tenant shall

undertake such plan, at Tenant's sole cost and expense. If no agreement between the consultants is reached within fifteen working days of the date of failure of Landlord and Tenant to agree, they shall refer the matter to a third insurance consultant selected by the two other consultants to resolve the issue.

10.3 In the event of failure of Tenant to maintain such coverages as are determined under this Article 10, Landlord may at its option place such insurance (or as similar thereto as Landlord is able to procure) and the cost thereof, plus interest at the Lease Interest Rate, shall become Additional Rent due hereunder, or terminate this Lease.

10.4 All insurance provided for in this Article 10 shall be effected under valid and enforceable policies, in such forms and, from time to time after the Lease Date, in such amounts as is required hereunder, issued by financially sound and responsible insurance companies having a Best Policyholder Rating of not less than "A-", a financial rating of not less than XI or such higher rating as the holder of the First Mortgage may require, and authorized to do business in the State, to the extent commercially obtainable. On or before one day prior to the Lease Date and not less than 30 calendar days prior to the expiration dates of the policies theretofore furnished pursuant to this Article, Acord Form 28 certificates of insurance (or substantively comparable certificates) evidencing such policies and payment therefor shall be delivered by the party responsible for obtaining the subject insurance to the other party. In addition, in the event that Landlord conveys its interest in the Property and this Lease, Tenant shall provide an Acord Form 28 certificate of insurance (or substantively comparable certificates) naming the grantee of such conveyance as an additional insured of the insurance required to be maintained by Tenant pursuant to this Article 10 (excluding workers' compensation insurance); such insurance certificate shall be delivered to Landlord within five (5) business days of its request therefor. Tenant shall not take out separate insurance concurrent in form or contributing in the event of loss with that required in this Article 10 to be furnished by, or which may be reasonably required to be furnished by, Landlord unless Landlord is included therein as an additional insured, with loss payable to Landlord. Tenant shall immediately notify Landlord of the taking out of any such separate insurance and shall cause the certificates therefor to be delivered as required in this Section 10.4.

10.5 All policies of insurance provided for or contemplated by this Article to be obtained by Tenant shall name Tenant as the insured and, other than workers' compensation insurance, Landlord as an additional insured and loss payee and the holder of the First Mortgage as an additional insured and loss payee, as their respective interests may appear. Such policies of insurance shall, to the extent obtainable, contain clauses or endorsements to the effect that:

(a) No act or negligence of Tenant, or anyone acting for Tenant, which might otherwise result in a forfeiture of such insurance or any part thereof shall in any way affect the validity or enforceability of such insurance insofar as Landlord, or the holder of the First Mortgage are concerned;

(b) Such policies shall not be changed or canceled without at least 30 days' Notice to Landlord and; if required under the First Mortgage, to the holder thereof; and

(c) Neither Landlord nor the holder of the First Mortgage shall be liable for any premiums thereon or subject to any assessments thereunder.

10.6 All insurance policies required hereunder shall provide for waiver of subrogation as to Landlord.

11. Damage or Destruction by Fire or Other Casualty.

11.1 In the event of any damage or loss by fire or other casualty or cause whatsoever (including by title defect) to the Demised Premises or any part or portion thereof during the Term, Tenant shall give immediate Notice thereof to Landlord. If, with respect to any such damage or loss, (a) the period to restore the Demised Premises, as reasonably estimated by Landlord and Tenant, or if Landlord and Tenant are unable to agree, according to the written estimate of a qualified contractor selected by Landlord and reasonably satisfactory to Tenant, exceeds 365 days from the date of the damage, or (b) any such damage or loss occurs during the last year of the Term and the period of time to restore the Demised Premises, as reasonably estimated by Landlord and Tenant, or if Landlord and Tenant are unable to agree, according to the written estimate of a qualified contractor selected by Landlord and reasonably satisfactory to Tenant, exceeds 120 days from the date of the damage, then Landlord or Tenant may elect to terminate this Lease upon notice to the other party within thirty (30) days after the determination of the estimated restoration period. All insurance proceeds (plus any retention or deductible of Tenant, which shall be delivered within 30 days of the event of loss) shall be paid over to Landlord, to be applied to repair and restoration of the Demised Premises if so required hereunder and otherwise applied by Landlord in its sole discretion. In addition, Landlord shall have the right to terminate this Lease upon the occurrence of any damage or loss by fire or other casualty or cause whatsoever (including by title defect) which would require or permit Landlord to prepay in whole any Landlord's Mortgage financing applicable to the Demised Premises, and all insurance proceeds (plus any retention or deductible of Tenant which shall be delivered to Landlord within 30 days of the event of loss) shall be the delivered to Landlord.

11.2 In the event of any damage or loss by fire or other casualty or cause whatsoever to the Demised Premises for which neither Landlord nor Tenant has the right to terminate this Lease (or, if such right exists, but neither Landlord nor Tenant elects to terminate this Lease), then Landlord shall, but solely from insurance proceeds available under policies or other coverage maintained on the Demised Premises under Article 10 (including self-insured retention or deductible to be paid by Tenant, or repair reserves or other funds or obligations of Tenant, all of which funds shall be timely delivered by Tenant), as soon as reasonably possible, but in any event within sixty (60) days after the settlement of the insurance (or such other sums) with respect to such damage or loss, commence to rebuild or repair the Demised Premises and shall proceed with reasonable diligence to restore the Premises to substantially the same condition in which they were immediately prior to the happening of the casualty (subject to the Laws), except that Landlord shall not be required to rebuild, repair or replace any part of Tenant's Personal Property or any Tenant Alterations which may have been placed by Tenant on the Demised Premises. Notwithstanding any contrary provision contained herein: (i) in the event the holder of any First Mortgage should require that the insurance proceeds be used to retire the mortgage debt, or (ii) the insurance, Insurance Plan, or other loss proceeds are materially inadequate to pay the costs of rebuilding, repairing or replacing the damaged Demised Premises, then in either case Landlord shall have no obligation to rebuild and

this Lease shall terminate upon notice to Tenant. Any insurance that is carried by Landlord against loss or damage to the Demised Premises shall be for the sole benefit of Landlord and under its sole control.

11.3 In the event of any damage or loss by fire or other casualty or cause (including loss of title) to the Demised Premises, unless such damage or loss is the result of the negligence or intentional tortious conduct of Tenant or Tenant's employees, agents, contractors or invitees (excluding Landlord or any Affiliate of Landlord), then during the period from the occurrence of the damage or loss until the substantial completion of the required rebuilding or repairs, the Fixed Rent payable by Tenant hereunder shall be equitably reduced by an amount which takes into account the reduction in useable classroom space (in accordance with all Laws) which materially and adversely interferes with Tenant's permitted use of the Demised Premises. The foregoing shall not apply to the extent that such damage does not render more than 15% of the building space in the Building unusable by Tenant and so long as the number of students allowed to occupy the Building is not diminished.

11.4 Any replacement Improvements to be constructed shall be as nearly as possible of a size, type and character equal to the damaged or destroyed Improvements, subject to changes in building codes and other then-current Laws.

11.5 Except as otherwise specifically provided in this Article 11, no destruction of or damage to the Improvements or any part or item thereof, by fire or other casualty or cause whatsoever, whether such damage or destruction be partial or total or otherwise, shall entitle or permit Tenant to surrender or terminate this Lease or shall relieve Tenant from its liability to pay in full the Fixed Rent and Additional Rent hereunder, or from any of its other obligations under this Lease.

12. Tenant Alterations.

12.1 Tenant shall have no right at any time to undertake or cause to be made, Tenant Alterations, except with the Landlord's express written consent in each case.

12.2 Tenant covenants and agrees that any Tenant Alterations to which Landlord has given its consent will be made in compliance with, and Tenant hereby covenants that it will comply with, each of the following Provisions:

(a) All Tenant Alterations shall be made with reasonable diligence and dispatch (subject to Unavoidable Delays) in a first class manner and with materials and workmanship comparable to the quality of the Improvements existing on the Lease Date;

(b) Tenant shall furnish copies of plans and specifications prepared in connection with any Tenant Alteration to Landlord, which plans and specifications shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld or delayed;

(c) Before any Tenant Alterations are begun, Tenant shall procure, at its own sole cost and expense, all necessary Permits from all Governmental Authorities and shall deliver photocopies thereof to Landlord. Upon Tenant's request, Landlord shall join in the

application for such Permits whenever such action is necessary, and Tenant covenants that Landlord will not suffer, sustain or incur any costs, expense or liability by reason thereof;

(d) All Tenant Alterations shall be made in compliance and conformity with all applicable (a) Laws of all Governmental Authorities (including all building and zoning Laws); (b) Permits; and (c) rules, regulations, orders and requirements of Insurance Boards;

(e) In making any Tenant Alterations, Tenant shall not violate the terms or conditions of any insurance policy obtained or required pursuant to the Provisions hereof affecting or relating to the Property or any part thereof, or the terms of any covenants, restrictions or easements affecting the Demised Premises;

(f) Promptly after the completion of any Tenant Alterations, Tenant shall procure, at Tenant's sole cost and expense, all Permits of Governmental Authorities, if any, for the complete Tenant Alterations as may be required by any applicable Laws of Governmental Authorities, and all Insurance Boards' approvals, if any, as may be required or customary in connection therewith, and on demand, shall promptly deliver photocopies thereof to Landlord;

(g) Tenant shall pay all costs, expenses and liabilities arising out of, in connection with, or by reason of any Tenant Alterations, and shall keep the Property free and clear of all liens, claims and encumbrances in any way arising out of, in connection with, or by reason of, any Tenant Alterations, subject to the Provisions of Article 13 hereof;

(h) No Tenant Alterations shall create any encroachment upon any easement, street or adjacent premises;

(i) No Tenant Alterations shall be made which would tie in or connect any Improvement with any other building or structure located outside the boundary lines of the Demised Premises without prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion for any reason or no reason;

(j) Unless Tenant Alterations (i) are performed entirely within the enclosed walls of any Improvement then existing on the Demised Premises, or (ii) would not be reflected on a survey of the Demised Premises, Tenant shall, upon completion thereof, promptly deliver to Landlord a copy of an ALTA "as built" survey of the Demised Premises showing such Tenant Alterations;

(k) No Tenant Alterations shall be made which would render title to the Demised Premises or any part thereof unmarketable, or which would reduce the value of the Property for the uses permitted herein below the value thereof immediately prior to the making of such Tenant Alterations;

(l) Landlord shall not be required to make any contribution to the cost of any Tenant Alterations or any part thereof, and Tenant covenants that Landlord shall not be required to pay any cost, expense or liability arising out of or in connection with or by reason of any Tenant Alterations.; and

(m) Tenant shall at all times comply with NRS Chapter 108 in order to allow Landlord to properly record and effectuate notices of non-responsibility, including, without limitation, NRS 108.2403 and NRS 108.2407.

13. Discharge of Liens.

13.1 Tenant shall not create or permit to be created or to remain, and shall promptly pay and discharge, any lien, encumbrance or charge levied on account of any Imposition or any mechanic's, contractor's, subcontractor's, laborer's, or materialman's lien for which Tenant is responsible under this Lease, or any mortgage, deed of trust or otherwise which might or does constitute a lien, encumbrance or charge upon the Property or any part thereof, or the income therefrom, unless the same arises from any act of Landlord, and, other than matters created by Landlord, Tenant will not suffer any other matter or thing whereby the estate, rights and interests of Landlord in the Property or any part thereof might be impaired; provided that any Imposition may, after the same becomes a lien on the Property, be paid or contested in accordance with Article 5 hereof, and any mechanic's, laborer's, or materialman's lien may be discharged in accordance with Section 13.2 hereof.

13.2 If any such mechanic's, laborer's or materialman's lien shall at any time be filed against the Property or any part thereof, other than matters created by Landlord, Tenant, within 30 days after filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within such period then, in addition to any other right or remedy, Landlord may (after so notifying Tenant), but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor, with interest, costs and allowances. In any event, if any suit, action or proceedings shall be brought to foreclose or enforce any such lien (whether or not the prosecution thereof was so compelled by Landlord), Tenant shall, at its own sole cost and expense, promptly pay, satisfy and discharge any final judgment entered therein, in default of which Landlord, at its option, may so. Any and all amounts so paid by Landlord as in this Section provided, and all costs and expenses paid or incurred by Landlord in connection with any or all of the foregoing matters, including reasonable attorneys' fees, together with interest thereon at the Lease Interest Rate from the respective dates of Landlord's making of such payments, shall be paid by Tenant to Landlord on demand as Additional Rent hereunder.

13.3 Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, materialman, architect or engineer for the performance of any labor or the furnishing of any materials or services for or in connection with the Property or any part thereof. Notice is hereby given that Landlord shall not be liable for any labor or materials or services furnished or to be furnished to Tenant upon credit, and that no mechanic's or other lien for any such labor, materials or services shall attach to or affect the fee or reversionary or other estate or interest of Landlord in the Property or in this Lease. At Landlord's request, Tenant shall execute a written instrument to be recorded for the purpose of providing notice

of the existence of the provisions of the preceding sentence, and take all such other actions as may be necessary to effectuate the foregoing in accordance with Nevada law.

14. Condition of and Title to Property.

Tenant acknowledges and agrees that except as otherwise expressly set forth in this Lease, no representations, statements, or warranties, express or implied, as to merchantability, fitness for a particular purpose or use, or otherwise, have been made by or on behalf of Landlord in respect of the Demised Premises, the status of title, physical condition, income, profit potential or expenses of operation thereof, the zoning or other Laws, regulations, rules and orders applicable thereto, Impositions, or of any other matter or thing affecting or relating to the Property, and that Tenant has relied on no such representations, statements or warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, LANDLORD MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY TENANT OF THE PROPERTY, OR ANY PORTION THEREOF. TENANT ACKNOWLEDGES THAT LANDLORD IS NOT A MANUFACTURER OF PORTIONS OF THE PROPERTY, AND THAT TENANT IS LEASING THE PROPERTY AS IS.

15. Entry on Property by Landlord.

15.1 Tenant shall permit Landlord and its authorized representatives and designees to enter the Property at all reasonable times upon reasonable prior notice for the purposes of (a) completing improvements in accordance with the Plans, (b) inspecting the Property, and (c) making any Repairs thereto and performing any work therein that may be necessary by reason of Tenant's failure to perform the same for five (5) days after Notice from Landlord (or without Notice in case of emergency). Nothing herein contained shall be construed as imposing any duty upon Landlord to do any work not otherwise required by the terms of this Lease. The performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same, and Landlord shall have the right to receive reimbursement in respect thereof as provided in Article 27.

15.2 Landlord may, during the progress of any work at the Demised Premises performed or caused to be performed by it in accordance with this Article, keep and store thereon all necessary materials, tools, supplies and equipment. Landlord shall not be liable for reasonable inconvenience, annoyance, disturbance, loss of business or other damage to Tenant by reason of the making of Repairs pursuant to Section 15.1 or the performance of any such work, or on account of bringing materials, tools, supplies and equipment into or through the Demised Premises during the course thereof, except due to its gross negligence or willful misconduct, and the obligations of Tenant under this Lease shall not be affected thereby. In making any Repairs pursuant to Section 15.1 or doing any such work, Landlord shall proceed with such work so as to avoid to the extent possible unreasonable inconvenience to Tenant, including dangerous or unsafe conditions for Tenant, staff, faculty and students.

15.3 Landlord and its designees shall have the right to enter the Demised Premises at all reasonable times during usual business hours upon reasonable prior notice for the purpose of showing the Property to prospective purchasers and mortgagees and, during the last two (2) years of the Term or following any Event of Default by Tenant for so long as such default remains uncured or if Tenant has vacated the Demised Premises for more than thirty (30) days, to prospective tenants.

15.4 In exercising its right of entry pursuant to this Article 15, Landlord shall use commercially reasonable efforts to minimize any disruption of Tenant's business operations at the Demised Premises.

16. Condemnation.

16.1 If at any time during the Term hereof all or a material portion (as defined in Section 16.7 hereof) of the Demised Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement in lieu of condemnation between Landlord and those authorized to exercise such right (a) the obligations of Tenant to comply with the Provisions of this Lease which are unaffected by such taking shall continue unimpaired until the date of the taking; (b) this Lease and the Term shall Expire on the date of such taking; (c) the Fixed Rent and all Additional Rent hereunder shall be apportioned and paid to the date of such taking; and (d) the entire award received (exclusive of the award that Tenant is entitled to by virtue of the taking pursuant to Section 16.6) shall be paid to Landlord.

16.2 If at any time during the Term (a) less than a material portion of the Demised Premises shall be taken, or (b) if any appurtenances to the Demised Premises or any areas outside the boundaries of the Demised Premises or rights in, under or above the streets adjoining the Demised Premises, or the rights and benefits of light, air or access from or to such streets, shall be so taken, or the grade of any such streets shall be changed (each a "Partial Taking"), except as provided in Section 16.3 below, this Lease shall continue in full force and effect without reduction, abatement or effect of any nature whatsoever upon the Term or the liability of Tenant to pay in full the Fixed Rent or any Additional Rent hereunder. Tenant shall give prompt Notice of any Partial Taking to Landlord and Landlord shall proceed, with reasonable diligence, and to the full extent of the award for such Partial Taking, to perform any necessary repairs and restorations (subject to the Laws), including any necessary alterations (collectively, "Restoration"). All awards payable as a result of any such Partial Taking (exclusive of any award made directly to Tenant for any taking of Tenant's Personal Property or otherwise pursuant to Section 16.6) shall be paid to Landlord.

16.3 In the case of any Partial Taking, the Fixed Rent payable by Tenant hereunder shall be equitably reduced by an amount which takes into account the actual amount of the Improvements taken, any other part of the Demised Premises or any other right, privilege or easement appurtenant to the Demised Premises taken which materially and adversely interferes with Tenant's permitted use of the Demised Premises. The foregoing shall not apply to the extent that such taking does not render more than 15% of the building space in the Building unusable by Tenant and so long as the number of students allowed to occupy the Building is not diminished.

16.4 If the temporary use of the whole or any part of the Demised Premises shall be taken at any time during the Term for any public or quasi-public purpose by any lawful power or authority or by the exercise of the right of condemnation or eminent domain or by agreement in lieu of condemnation between Tenant and those authorized to exercise such right, the Term shall not be affected in any way, and Tenant's obligations for the payment of Fixed Rent and Additional Rent hereunder shall continue unabated, and, subject to the other Provisions of this Section, Tenant shall be entitled to receive any award or payment for such use. If such award or payment made for such use is paid in a lump sum, such award shall be paid to Landlord, and after deducting an amount equal to the present value (computed on the basis of a discount equal to the current yield of United States Government securities having a term as near as possible to the period of such temporary taking) of the Fixed Rent and Additional Rent due or which will become due during the period covered by such lump-sum award (it being agreed that the amount of such lump sum award retained by Landlord shall be deemed to satisfy Tenant's Fixed Rent and Additional Rent obligation for such period), Landlord shall remit the balance to Tenant except to the extent allocable to a period subsequent to the Expiration of this Lease. In the event that such taking, condemnation or use is for the balance of the Term of this Lease and is for all or a material portion of the Demised Premises, the provisions of Section 16.1 shall apply. If and to the extent that the amount of any Additional Rent for such period is not ascertained or ascertainable as at the date of the payment of such lump-sum award, Landlord shall estimate the amount thereof, subject to adjustment at such time as the amount thereof is ascertained. If such taking results in changes or alterations in the Demised Premises which would necessitate an expenditure, after repossession, to repair the Demised Premises to their former condition, and such award or payment includes an amount to compensate for such expenditure and is made prior to the Expiration of this Lease, then the amount of such award or payment specified as compensation for the expenses of such repair shall be paid to Landlord. If possession of the Demised Premises shall revert to Tenant prior to the Expiration of this Lease, Tenant shall, at its sole cost and expense, repair the Demised Premises so that the Demised Premises in every material respect shall, upon completion of such repair, be the same as though no such taking had occurred, and when Landlord shall have received evidence satisfactory to it that such repair has been completed and paid for, the portion of such award or payment deposited with and held by Landlord for such purpose shall be paid over to Tenant. If Tenant shall not so repair the Demised Premises, the sum so deposited with Landlord shall be paid to Landlord to be applied by Landlord toward Landlord's damages occasioned by such default.

16.5 If, for the purposes of Sections 16.1, 16.2 and 16.4 hereof, Landlord or Tenant shall dispute whether there has been a taking of all or a material portion of the Demised Premises, either party may submit the matter to binding appraisal by Notice to that effect to the other party and shall in such Notice appoint an MAI Appraiser who has been a member of The American Institute of Real Estate Appraisers for not less than ten (10) years and has performed appraisals of net leased commercial properties in the State throughout that period (an "Appraiser") who shall have had experience in appraising commercial properties for financial institutions, as Appraiser on its behalf. Within twenty (20) days thereafter, the other party shall by Notice to the first party appoint a second disinterested Appraiser on its behalf. If the two Appraisers thus appointed cannot reach agreement on the question presented on the basis aforesaid within 45 days after the appointment of the second Appraiser, then the Appraisers thus appointed shall appoint a third disinterested Appraiser possessing all of the other aforesaid

qualifications, and such third Appraiser shall alone as promptly as possible determine the question presented, provided that:

(a) If the second Appraiser shall not have been appointed as aforesaid, the first Appraiser shall alone proceed to determine such matter; and

(b) If the two Appraisers appointed by the parties shall be unable to agree, within 45 days after the appointment of the second Appraiser, either on the question presented or on the appointment of a third Appraiser, they or either of them shall give Notice of such failure to agree to the parties, and, if the parties fail to agree upon the selection of such third Appraiser within 15 days after the Appraisers appointed by the parties have given such Notice, then within 30 days thereafter either of the parties, upon Notice to the other party, may request such appointment by the American Arbitration Association (or any successor thereto) in the State or on its failure, refusal or inability to act, may apply for such appointment to a court of competent jurisdiction.

(c) The determination made as above provided shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The Appraiser(s) chosen by the parties appointed as above provided shall give Notice to the parties stating their or his determination, and shall furnish to each party a signed copy of such determination.

(d) Each party shall pay the fees and expenses of the Appraiser appointed by such party and one-half of the other expenses of the appraisal properly incurred hereunder.

16.6 Subject to the provisions of Section 16.4, as applicable, Landlord shall be entitled to receive the entire award in any proceeding with respect to any taking of the Demised Premises; provided, however, that Tenant shall have the right to make a separate claim with the condemning authority for (a) any moving expenses incurred by Tenant as a result of such taking, (b) any costs incurred and paid by Tenant in connection with any Tenant's Alterations, (c) the value of any of Tenant's Personal Property taken, and (d) any other separate claim which Tenant may be permitted to make, provided that any claim under this Section 16.6 shall not reduce or adversely affect the amount of Landlord's award.

16.7 As used in this Article 16, a taking of all or a material portion of the Demised Premises shall mean a taking: (a) of 16% or more of the net classroom area of the Buildings on the Demised Premises; or (b) which renders unavailable access to the Demised Premises, and access reasonably necessary for Tenant's operations cannot be restored; or (c) which otherwise renders the continued operation of the remainder of the Property not economically feasible as determined by Landlord in its reasonable discretion; provided, however, that an election to treat a taking as a taking of all or a material portion of the Demised Premises, as hereinabove provided, shall be made by Notice to the other party given within 45 days after the taking. Any dispute as to whether there has been a Partial Taking or a taking of all or a material portion of the Demised Premises shall be submitted to arbitration and appraisal in accordance with Section 16.5 hereof.

17. **Memorandum of Lease.** Concurrently with the execution hereof, Landlord and Tenant are executing and acknowledging a Short Form Lease Agreement, in form annexed as **Schedule C**, which shall be recorded in the appropriate public land records. Upon the Expiration of this Lease, Tenant shall promptly execute, acknowledge, and deliver to Landlord a document in recordable form acknowledging and confirming that this Lease is expired and/or terminated.

18. **Estoppel Certificates.**

18.1 Tenant agrees at any time and from time to time, upon request from Landlord or the holder of any Landlord's mortgage, to execute, acknowledge and deliver, without charge, to Landlord or to any Person designated by Landlord or the holder of any Landlord's mortgage, a statement in writing certifying that: (a) this Lease is unmodified (or if there have been modifications, identifying the same by the date thereof and specifying the nature thereof); (b) Tenant has not received any Notice of default or Notice of termination of this Lease (or if Tenant has received such a Notice, that it has been revoked, if such be the case); (c) to Tenant's knowledge, that no Event of Default exists hereunder (or if any such Event of Default does exist, specifying the same and stating that the same has been cured, if such be the case); (d) that Tenant has no claims or offsets against Landlord hereunder (or if Tenant has any such claims or offsets, specifying the same); (e) the dates to which Fixed Rent and Additional Rent payable by Tenant hereunder have been paid; and (f) such other information as may be reasonably requested by Landlord or the holders of any Landlord's mortgage and can be supplied by Tenant without unreasonable expense. Failure to timely deliver the foregoing estoppel certificate shall constitute an Event of Default under this Lease.

18.2 Landlord agrees at any time and from time to time, upon not less than fifteen (15) days' Notice by Tenant, to execute, acknowledge and deliver, without charge, to Tenant, or to any Person designated by Tenant, a statement in writing certifying that: (a) this Lease is unmodified (or if there be modifications, identifying the same by the date thereof and specifying the nature thereof); (b) that no Notice of default or Notice of termination of this Lease has been served on Tenant (or if Landlord has served such Notice, that the same has been revoked, if such be the case); (c) that to Landlord's knowledge, no Event of Default exists under this Lease (or if any such Event of Default does exist, specifying the same); and (d) the dates to which Fixed Rent and Additional Rent have been paid by Tenant.

19. **Assignment and Subletting.**

19.1 (a) Tenant shall not assign or transfer this Lease or any interest therein or sublease or grant any license, concession or other right of occupancy of the Property or any portion thereof or otherwise permit the use of the Property or any portion thereof by any party other than Tenant (any of which events is hereinafter called a "Transfer") without the prior written consent of Landlord.

(b) In addition, except as set forth herein, Tenant shall not encumber, mortgage, assign or collaterally assign its interest in this Lease or the Property or any portion thereof as security for any loan, obligation or liability of Tenant or any Affiliate of Tenant without Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion for any reason or no reason.

(c) Any attempted Transfer in violation of the terms of this Article shall, at Landlord's option, be void. Consent by Landlord to one or more Transfers shall not operate as a waiver of Landlord's rights as to any subsequent Transfers.

(d) In the event Landlord consents to any such Transfer, the documentation effecting the Transfer shall be in a form reasonably acceptable to Landlord, including but not limited to, a written agreement satisfactory to Landlord wherein the transferee assumes and agrees to be bound by all of the terms and conditions of this Lease, if an assignment, and if a sublease (which term shall include any grant of right of occupancy other than an assignment), an acknowledgement that such sublease is subject and subordinate to the terms and conditions of this Lease applicable to the portion of the Demised Premises being sublet, and Tenant shall bear all third party out-of-pocket costs and expenses incurred and paid by Landlord in connection with the review and approval of such documentation including reasonable attorneys' fees and expenses.

19.2 In addition to any other rights Landlord may have in connection with an Event of Default by Tenant hereunder which has not been cured prior to the expiration of applicable cure periods, Landlord shall have the right to contact any transferee and require that all payments made pursuant to the Transfer shall be made directly to Landlord up to the amount then due and payable by Tenant under the Lease.

19.3 If Tenant is a corporation and if at any time during the Term the Person or Persons who own a majority of the voting shares at the time of the execution of this Lease cease for any reason, including, but not limited to, merger, consolidation or other reorganization involving another corporation, to own a majority of such shares, or if Tenant is a partnership or limited liability company and if at any time during the Term the partner(s) or member(s) who own a majority of the partnership interests in the partnership or membership interests in the limited liability company at the time of the execution (or, in the case of a permitted assignee, assumption) of this Lease, cease for any reason to own a majority of such interests [except as the result of transfers by gift, bequest or inheritance to or for the benefit of members of the immediate family of such original shareholder(s) or partner(s) or member(s)], or if Tenant is a governmental entity and if at any time during the Term the Person or Persons who have or control a majority of the board of directors at the time of the execution of this Lease cease for any reason, including, but not limited to, merger, consolidation or other reorganization involving another entity, to have or control a majority of the board of directors, such an event shall be deemed to be a Transfer. The preceding sentence shall not apply whenever either Tenant is a corporation, the outstanding stock of which is listed on a recognized security exchange, or if at least eighty percent (80%) of its voting stock is owned by another corporation, the voting stock of which is so listed.

19.4 Any Transfer (regardless of whether the consent of Landlord is required) shall be only for the permitted use pursuant to Section 6.1 and for no other purpose, and in no event shall any Transfer release or relieve Tenant or any guarantor or surety of Tenant's obligations under this Lease from any obligations under this Lease.

20. Indemnification; Subrogation.

20.1 Tenant shall indemnify, defend, and save Landlord harmless from and against, and promptly upon demand shall reimburse Landlord for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, whether founded in tort, in contract or otherwise, including reasonable architects' and attorneys' fees and costs, which may be imposed upon or incurred or paid by or asserted against Landlord or Landlord's interest in the Property by reason of or in connection with any of the following occurring during the Term of this Lease:

(a) The completion of any Tenant Alterations and anything done in, on or about the Property or any part thereof in connection therewith;

(b) The use, non-use, possession, occupation, condition, operation, maintenance or management of the Property, or any part thereof, or, to the extent that Tenant is legally responsible therefor, any street, alley, sidewalk, curb, passageway or space adjacent thereto;

(c) Any negligent or tortious act on the part of Tenant or any of its agents, contractors, servants, employees, licensees or invitees, to the extent of insurance coverage and thereafter up to the limits set forth in NRS 41.035;

(d) Any accident, injury, death or damage to any Person or property occurring in, or about the Property or, to the extent that Tenant is legally responsible therefor, any part thereof of any street, alley, sidewalk, curb, passageway or space adjacent thereto, to the extent of insurance coverage and thereafter up to the limits set forth in NRS 41.035;

(e) Any failure on the part of Tenant to perform or comply with any of the Provisions contained in this Lease on its part to be performed or complied with; and

(f) Any violation of the Permitted Encumbrances by Tenant, its officers, employees or agents.

20.2 Nothing contained in Section 20.1 shall be deemed to require Tenant to indemnify Landlord for any acts or omissions of Landlord, its agents, contractors, servants, employees, licensees or invitees or breach of this Lease by Landlord except to the extent covered by Tenant's insurance obligations under Section 10.

20.3 In case any action or proceeding is brought against Landlord by reason of any claim referred to in this Section 20, Tenant, upon Notice from Landlord, shall, at Tenant's expense, resist or defend such action or proceeding, in Landlord's name, if necessary, by counsel for the insurance company, if such claim is covered by insurance, otherwise by counsel approved by Landlord, which approval shall not be unreasonably withheld or delayed. Landlord agrees to give Tenant prompt Notice of any such claim or proceeding.

20.4 The Provisions of this Section 20 shall not in any way be affected by the absence in any case of any covering insurance or by the failure or refusal of any insurance company to perform any obligation on its part. If any provision of this Lease requires that either

Landlord or Tenant provide indemnification to the other with respect to any claim or liability identified therein, the indemnified party shall promptly give Notice of any such claim or liability to the indemnifying party and said indemnifying party shall have the right to participate in the prosecution and/or settlement of any such claim or liability.

20.5 Notwithstanding any contrary provision contained in this Lease, Landlord and Tenant hereby, on behalf of themselves, their respective agents, employees, invitees, successors, assigns, and subrogees, each waive and release all liability against the other for any claims, losses or damages relating to property and caused by fire or other insurable property peril that may have been caused by the fault or neglect of the other party or anyone for whom the other party may be legally responsible, to the extent insured by either party hereunder or required to be insured by the claimant party to this Lease, and accordingly do hereby release each other from any and all liabilities and responsibilities and all rights of action against the other or owing to the other or anyone else claiming through or under or by way of subrogation or otherwise, for any loss or damage to property caused by fire or property peril to the extent insured by either party hereunder or required to be insured by the claimant party to this Lease, that may have been caused by the fault or neglect of the other party or anyone for whom the other party may be legally responsible. To the extent of any deductibles carried by either party with respect to any insurance coverage obtained, the foregoing waivers of liability and of subrogation shall be operative to the same extent as if third party insurance (with appropriate clauses permitting a waiver of subrogation or liability) had been provided. Landlord and Tenant agree, further, that the "all-risk" policies, and other insurance covering the Premises or the contents, furniture, fixtures, inventory, equipment and improvements therein shall contain a waiver of subrogation in favor of the other party and a clause or endorsement providing in substance that the insurance shall not be prejudiced if the insureds have waived right of recovery from any person or persons prior to the date and time of loss or damage, if any.

20.6 Tenant shall carry and maintain the insurance coverages required hereunder, naming Landlord as an additional insured; notwithstanding the foregoing, and the potential or actual recovery by Tenant or Landlord under such policies of insurance, Tenant does not waive the liability limitations set forth in NRS 41.035.

21. Default Provisions.

21.1 The following shall constitute events of default ("Events of Default") hereunder:

(a) If default shall be made in the due and punctual payment to Landlord of any installment of Fixed Rent payable under this Lease when and as the same shall have become due and payable, and the same remains uncured for a period ending on the fifth day after such due date; or

(b) If default shall be made in the due and punctual payment of any Additional Rent payable by Tenant under this Lease when and as the same shall become due and payable, or if default shall be made in the delivery of any Tenant Deliveries when due, and the same remains uncured for a period ending on the fifth day after such due date; or

(c) If (i) the Demised Premises shall be abandoned by Tenant and Tenant shall fail to make adequate arrangements for the maintenance and security of the Property during the period Tenant is not occupying the Demised Premises or (ii) if default shall be made by Tenant in the performance of or compliance with any of the provisions contained in this Lease other than those referred to in the foregoing subsections 21.1(a) or 21.1(b), or if any representation or warranty of Tenant contained herein is untrue as of the date made, and either such default shall continue for a period of 30 days after Notice thereof from Landlord to Tenant, or, in the case of a default or a contingency which is susceptible of being cured but which cannot with due diligence be cured within such period of 30 days, Tenant fails to commence with all due diligence within such period of 30 days to cure the same and thereafter to continuously prosecute the curing of such default with all due diligence [it being intended that in connection with a default susceptible of being cured but which cannot with due diligence be cured within such period of 30 days that the time of Tenant within which to cure the same shall be extended for such period as may be necessary to complete the curing thereof continuously and with all due diligence but in no event to exceed 120 days in the aggregate]; or

(d) Subject to the Provisions of Section 21.3 hereof, if Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking any reorganization, arrangement, recapitalization, readjustment, liquidation, dissolution or similar relief under any present or future Federal Bankruptcy Code or any other present or future applicable Law ("Bankruptcy Law") that is not discontinued or otherwise vacated within 90 days, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Property, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as the same become due (collectively, "Acts of Bankruptcy"); or

(e) Subject to the Provisions of Section 21.3 hereof, if within 90 days after the commencement of any proceedings against Tenant seeking any reorganization, arrangement, recapitalization, readjustment, liquidation, dissolution or similar relief under any Bankruptcy Law, such proceedings shall not have been dismissed, or if, within 90 days after the appointment, without the consent or acquiescence of Tenant, or any trustee, receiver or liquidator of Tenant, or of all or any substantial part of its properties or the Property (other than a result of Landlord's acts unrelated to the enforcement of Landlord's rights under this Lease), such appointment shall not have been vacated or stayed on appeal or otherwise, or within 90 days after the expiration of any such stay such appointment shall not have been vacated, or if within 60 days, an execution, warrant, attachment, garnishment levied or fixed against the Property, or any part thereof, or against Tenant (other than as a result of Landlord's acts unrelated to the enforcement of Landlord's rights under this Lease), shall not be bonded, vacated or discharged (each of such events also being an "Act of Bankruptcy"); or

(f) If Tenant shall fail at any time to obtain and keep in full force and effect any insurance required under this Lease on the terms and conditions set forth herein, whether or not Landlord gives notice of such failure to Tenant; or

(g) If there is any default under the Charter or the Charter fails to be in full force and effect for any reason.

21.2 Upon the occurrence of any Event of Default, Landlord at any time thereafter (but prior to the curing of such Event of Default) may give Notice to Tenant stating that this Lease and the Term shall have terminated and expired, and on the date of such Notice this Lease and the Term shall expire with the same force and effect as though the date so specified were the date herein originally fixed as the Expiration Date of the Term, but Tenant shall remain liable as hereinafter provided.

21.3 No Act of Bankruptcy of Tenant set forth in subsection 21.1(d) or 21.1(e) occurring or taken by or against Tenant shall be grounds for an Event of Default pursuant to this Article unless the same shall be taken or brought by or against the Person which then is the owner of the interests of tenant under this Lease.

21.4 Upon any Expiration of this Lease or upon re-entry by Landlord hereunder, Tenant shall quit and peaceably surrender the Property. Landlord, in addition to all other remedies herein reserved to it, upon or at any time after such Expiration or re-entry, may, without further Notice, enter upon and re-enter the Demised Premises and possess and repossess itself thereof by summary proceedings, ejectment or otherwise, and may dispossess and remove Tenant and all other Persons and property from the Property, and may have, hold and enjoy the Property and the right to receive all income of and from the same.

21.5 At any time or from time to time after any such Expiration or re-entry by Landlord hereunder, or otherwise, Landlord may relet the Property or any part thereof, in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions (which may include concessions, free rent and alterations) as Landlord, in its reasonable discretion, may determine, and may collect and receive the rent therefor. Tenant agrees to pay Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination of the Lease, whether through inability to relet the Property on satisfactory terms or otherwise, including all costs of such reletting and any deficiency that may arise by reason of any reletting or failure to relet.

21.6 No Expiration of this Lease or re-entry by Landlord hereunder shall relieve Tenant of its liability under this Lease, and such liability shall survive any such Expiration or re-entry. In the event of any such Expiration or re-entry, whether or not the Property or any part thereof shall have been relet, Tenant shall pay Landlord the Fixed Rent and Additional Rent to be paid by Tenant up to the time of such Expiration of this Lease, and thereafter Tenant, until the end of what would have been the Term in the absence of such Expiration or re-entry, shall be liable to Landlord for, and shall pay Landlord, as and for liquidated and agreed current damages for Tenant's default, (a) the equivalent of the amount of Fixed Rent and Additional Rent which would be payable under this Lease by Tenant if this Lease were still in effect, less the proceeds, if any, of any reletting effected pursuant to the Provisions of Section 21.5 hereof, and (b) an amount equal to all of Landlord's actual expenses in connection with such reletting, including, but not limited to, brokerage commissions, attorneys' fees, the cost of cleaning, renovation, repair and alteration of the Demised Premises, advertisements, marketing, the cost of caring for the Property while vacant, free rent and other concessions to a new tenant. Tenant shall pay the damages provided for in subdivision (a) above ("Deficiency") to Landlord monthly on the days on which Fixed Rent would have been payable

under this Lease if this Lease were still in effect (provided that Landlord has given Tenant reasonable advance notice of the amount of the Deficiency then due), and Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise or shall have the right to accumulate monthly Deficiencies and sue to recover the same from time to time as Landlord may determine. Tenant shall pay to Landlord the damages provided for in subdivision (b) above on demand. At any time after such Expiration, whether or not Landlord shall have collected any monthly Deficiency as aforesaid, Landlord, at Landlord's election, shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant's default, an amount equal to the then present worth of the excess of the Fixed Rent reserved under this Lease from the date of such Expiration over the fair and reasonable rental value of the Property for what would be the then unexpired portion of the Term if the same had remained in effect (less any Fixed Rent paid by Tenant for the period after the Expiration Date), said present worth to be computed on the basis of a discount equal to the current yield of United States Government securities having a term as near as possible to the amount of time remaining on the Term of this Lease and on a net lease basis. For the purposes of this Section 21.6, to the extent the Fixed Rent for the unexpired portion of the Term cannot be ascertained with certainty, the highest annual Fixed Rent in effect during the three (3) most recently ended Lease Years or, if fewer than three (3) Lease Years shall have elapsed since the Lease Date, then during all prior Lease Years, or portions thereof, which have so elapsed.

21.7 Landlord and Tenant each agrees that it will refrain from exercising any legal or equitable remedy available to it until the expiration of the applicable cure periods set out herein. All notice and cure periods set forth in this Article 21 shall run concurrent with any and all statutory notice and/or cure periods.

21.8 No failure by either party to insist upon the strict performance of any Provision of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any breach, shall constitute a waiver of any such breach or such Provision. No Provision of this Lease to be performed or complied with by either party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any breach shall affect or alter this Lease, but each and every Provision of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

21.9 Except as may be otherwise provided in this Lease, in the event of any breach or if Landlord has knowledge of a threatened breach by Tenant of any of the Provisions of this Lease, Landlord shall be entitled to enjoin such breach or threatened breach.

21.10 Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity and, subject to the provisions of Section 21.7, the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity. Each right and remedy of Tenant provided for in this Lease shall be cumulative and shall be in addition to every other right or

remedy provided for in this Lease or now or hereafter existing at law or in equity and, subject to the provisions of Section 21.7, the exercise or beginning of the exercise by Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by Tenant of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity. Notwithstanding the foregoing, in no event shall Tenant have the right or remedy of termination of this Lease, unless the same is expressly provided elsewhere herein, but shall have its other remedies available at Law or hereunder.

21.11 Landlord shall not be deemed to be in default under this Lease unless (a) Tenant has given Notice to Landlord specifying the default claimed, and (b) Landlord has failed for 30 days (or for such longer period as may be required with the exercise of due diligence) to cure such default, if curable, or to institute and diligently pursue reasonable corrective or ameliorative efforts towards a non-curable default. In the event Landlord shall fail to repair any damage or perform any other acts for which Landlord is responsible under this Lease and has had prior notice of such obligation and Tenant's intention to perform the same, or in the event Landlord's default results in an emergency or life threatening condition and such default is not promptly cured after notice from Tenant of such default and Tenant's intention to cure the same, Tenant shall have the right to perform such obligation and to receive reimbursement from Landlord of the reasonable costs associated therewith, plus interest at the Lease Interest Rate, within thirty (30) days after delivery to Landlord of invoices supporting such reimbursement claim.

21.12 In the event that either Landlord or Tenant commences a suit for the collection of any amounts for which the other may be in default or for the performance of any other covenant or agreement hereunder, the prevailing party, as determined by the court having jurisdiction over the suit, shall be entitled to recover its reasonable costs and expenses, including, but not limited to, all attorneys' fees and expenses incurred in enforcing such obligations and/or collecting such amounts, as determined by such court.

21.13 In addition to its other rights hereunder, in the event of a default hereunder by Tenant, Landlord shall have the right to engage a financial advisor to review the books, records, operating procedures, staffing, management and all other aspects of Tenant, and Tenant shall permit such financial advisor full access (to the extent permitted by law) to its books, records, facilities and personnel, and to the extent permitted by Law, Tenant shall comply with the recommendations of such financial advisor to effect improvement to Tenant's business and financial condition. Failure by Tenant to comply with the requirements of this paragraph shall constitute an Event of Default hereunder.

21.14 Tenant shall have the right to cancel the Lease without any penalties or payments if the Charter is revoked by the School's Sponsor as a result of inadequate funding to maintain the Operations of the School.

22. Representations and Warranties of Tenant and Landlord.

Tenant represents and warrants to Landlord, which representations and warranties shall be deemed to be continuing throughout the Term:

(a) *Organization and Power.* Tenant is a governmental entity under the laws of Nevada, and is duly organized and validly existing under the laws of the State, and has all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as it is now being conducted and as it is presently proposed to be conducted. Tenant has all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as it is now being conducted and as it is presently proposed to be conducted.

(b) *Pending Litigation and Taxes.* Except as otherwise disclosed to Landlord, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of Tenant, after making due inquiry with respect thereto, threatened against or affecting Tenant in any court or by or before any governmental authority or arbitration board or tribunal, which involve the likelihood of materially and adversely affecting the properties, business, prospects, profits, operations, or condition (financial or otherwise) of Tenant, or the ability of Tenant to perform its obligations under this Lease, or which, in any way, would adversely affect the validity or enforceability of any agreement or instrument to which Tenant is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby, nor is Tenant aware of any facts or circumstances presently existing which would form the basis for any such actions, suits, or proceedings. Tenant is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal. All tax returns (federal, state, and local) required to be filed by or on behalf of Tenant have been duly filed, and all taxes, assessments, and other governmental charges shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by Tenant in good faith, have been paid or adequate reserves have been made for the payment thereof.

(c) *Agreements Are Authorized.* The execution and delivery by Tenant of this Lease, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof (i) are within the power, legal right, and authority of Tenant, (ii) do not conflict with or constitute on the part of Tenant a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance (except as set forth herein) upon any property of Tenant under the provisions of any bylaw, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which Tenant is a party or by which Tenant or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over Tenant, or any of its activities or properties, and (iii) have been duly authorized by all necessary and appropriate corporate action on the part of Tenant. This Lease is the valid, legal, binding, and enforceable obligation of Tenant, subject to the customary exceptions for bankruptcy and the application of equitable remedies. The officers of Tenant executing this Lease are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of Tenant.

(d) *Governmental Consents.* Neither Tenant nor any of its business or properties, nor any relationship between Tenant and any other Person, nor any

circumstance in connection with the execution, delivery, and performance by Tenant of its obligations under this Lease is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of Tenant in connection with the execution, delivery, and performance of this Lease, consummation of any transaction herein contemplated, except as shall have been obtained or made and as are in full force and effect, other than the filing of financing statements or instruments effective as financing statements perfecting the security interests created by hereby.

(e) *No Defaults.* No event has occurred and no condition exists that would constitute an Event of Default or which, with the lapse of time or with the giving of notice or both, would become an Event of Default. Tenant is not in default or violation in any material respect under the Charter, its charter documents, or other agreement or instrument to which it is a party or by which it may be bound. The Charter is in full force and effect and to the best of Tenant's knowledge, there are no grounds for termination prior to expiration of its term.

(f) *Compliance with Law.* Tenant is not in violation of any laws, ordinances, or governmental rules or regulations to which it is subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect the properties, business, prospects, profits, and conditions (financial or otherwise) of Tenant.

(g) *Restrictions on Tenant.* Except as otherwise disclosed to Landlord, Tenant is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its business, properties, assets, operations, or condition (financial or otherwise).

(h) *Tax-Exempt Organization.* As of the date of this Lease, (i) Tenant is a governmental entity under the laws of Nevada (N.R.S. 361.096) and is exempt from taxation under the Internal Revenue Code of 1986 (a "Tax-Exempt Organization"), (ii) such status as a Tax-Exempt Organization has not been adversely modified, limited, or revoked, and (iii) the facts and circumstances which formed the basis for the status of Tenant have not materially changed, and substantially exist for Tenant. Tenant is organized and operated exclusively for governmental purposes and not for pecuniary profit and no part of the net earnings of Tenant inures to the benefit of any Person, private stockholder or individual.

(i) *Disclosure.* The representations of Tenant contained in this Lease and in any certificate, document, written statement, or other instrument furnished by or on behalf of Tenant to the Landlord or the Board in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that Tenant has not disclosed to the Landlord that materially and adversely affects or in the future may (so far as Tenant can now reasonably foresee) materially and adversely affect the operation of the School or the

properties, business, operations, prospects, profits, or condition (financial or otherwise) of Tenant, or the ability of Tenant to perform its obligations hereunder.

(j) *Licenses and Permits.* Tenant currently has or will secure all necessary permits, consents, licenses and authorizations for the operation of the School from all appropriate governmental entities, agencies, departments and bureaus which permits, consents, licenses and authorizations.

(l) *Financing Statements.* Except as set forth herein, there are no currently effective Uniform Commercial Code financing statements naming Tenant as debtor, except as shall have been disclosed by Tenant to Landlord prior to the effective date hereof.

Landlord represents and warrants to Tenant as of the date of this Lease:

(i) *Organization and Power.* Landlord is a Florida limited liability company duly organized, validly existing, and its status is "active" under the laws of the State of Florida, and has all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as it is now being conducted and as it is presently proposed to be conducted.

(ii) *Pending Litigation.* To the knowledge of Landlord, there are no actions, suits, proceedings, inquiries, or investigations pending or threatened against or affecting Landlord in any court or by or before any governmental authority or arbitration board or tribunal, which involve the likelihood of materially and adversely affecting the ability of Landlord to perform its obligations under this Lease.

(iii) *Agreements Are Authorized.* The execution and delivery by Landlord of this Lease, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof (x) are within the power, legal right, and authority of Landlord, (y) do not conflict with or constitute on the part of Landlord a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance (except as set forth herein) upon any property of Landlord under the provisions of any bylaw, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which Landlord is a party or by which Landlord or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over Landlord, or any of its activities or properties, and (iii) have been duly authorized by all necessary and appropriate corporate action on the part of Landlord. This Lease is the valid, legal, binding, and enforceable obligation of Landlord, subject to the customary exceptions for bankruptcy and the application of equitable remedies. The agents of Landlord executing this Lease are fully authorized and empowered to execute the same for and on behalf of Landlord.

(iv) *Governmental Consents.* Landlord's performance of its obligations under this Lease do not require the consent, approval, permission, order, license, or

authorization of, or the filing, registration, or qualification with, any governmental authority.

(v) *No Defaults.* To the knowledge of Landlord, no event has occurred and no condition exists that would constitute an event of default on the part of Landlord under this Lease or which, with the lapse of time or with the giving of notice or both, would become an event of default on the part of Landlord under this Lease.

(vi) *Compliance with Law.* To the knowledge of Landlord, Landlord is not in violation of any laws, ordinances, or governmental rules or regulations to which it is subject with respect to the lease of the Demised Premises.

(vii) *Restrictions on Landlord.* Landlord is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that precludes the entry into this Lease by Landlord.

23. Invalidity of Particular Provisions. If any Provision of this Lease or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such Provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each Provision of this Lease shall be valid and be enforced to the fullest extent permitted by Law.

24. Notices.

24.1 All notices, requests, demands, consents, approvals and other communications which may or are required to be served or given hereunder ("Notices") shall be in writing and shall be personally delivered with a receipt signed by the recipient, sent by electronic mail as to which proof of receipt is received by sender, or sent by a nationally recognized courier service providing evidence of delivery addressed as follows:

If to Landlord: School Development South Boulder LLC
6340 Sunset Drive, Miami, Florida 33143
Attention: Rosanne Wright

with a copy to: David Cohen, Esq.
Edwards Cohen
6 East Bay Street
Suite 500
Jacksonville, Florida 32202

If to Tenant: Pinecrest Academy of Las Vegas
c/o 8275 S. Eastern Avenue, Suite 200
Las Vegas, Nevada _____
Attention: Chairman

with a copy to: Jeffrey Blanck, Esq.

485 West Fifth Street
Reno, Nevada 89503

24.2 Either party may, by Notice, change its address for all subsequent Notices. Notice given by counsel for a party shall be deemed Notice by such party; provided however that notice is properly given hereunder for all purposes when it is given to the party to be notified, whether or not such party's counsel receives a copy of such notice.

24.3 Except where otherwise expressly provided to the contrary in this Lease, Notices shall be deemed given when received or, when delivery is refused.

25. Quiet Enjoyment. Landlord covenants that Tenant, upon paying when due Fixed Rent and Additional Rent herein provided for and observing and keeping all Provisions of this Lease on its part to be observed and kept, shall quietly have and enjoy the Property during the Term of this Lease, without hindrance or molestation by Landlord, or anyone claiming by, through or under Landlord, subject, however, to the exceptions, reservations, and Provisions of this Lease.

26. Excavation and Shoring. If any excavation shall be made or contemplated to be made for building or other purposes upon property or streets adjacent to or nearby the Property from and after the Lease Date, Tenant shall do or cause to be done all such work as may be necessary to preserve any of the walls or structures of the Improvements from injury or damage and to support the same by proper foundations. All such work done by Tenant shall be at Tenant's sole cost and expense. Tenant shall not, by reason of any such excavation or work, have any claim against Landlord for damages or indemnity, except work done by or on behalf of Landlord, or for suspension, diminution, abatement or reduction of rent under this Lease.

27. Landlord's Right to Perform Tenant's Covenants.

27.1 If Tenant shall at any time fail to pay any Imposition in accordance with the Provisions of Article 5 hereof, or to take out, pay for, maintain or deliver any of the insurance policies to be provided by Tenant in Article 10 hereof, or shall fail to make any other payment on its part to be made, then Landlord, without Notice and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease, may (but shall be under no obligation to):

(a) Pay any Imposition payable by Tenant pursuant to the Provisions of Article 5 hereof; or

(b) Take out, pay for and maintain any of the insurance policies to be provided by Tenant in Article 10 hereof; or

(c) Make any other payments on Tenant's part to be made as provided in this Lease; and

(d) May enter upon the Property for any such purpose and take all reasonable action thereon as may be necessary therefor.

27.2 All sums so paid by Landlord and all reasonable costs and expenses incurred by Landlord in connection with the performance of any such act, together with interest thereon at the Lease Interest Rate from the respective dates of Landlord's making of each such payment or incurring of each such cost and expense, shall be paid by Tenant to Landlord on demand as Additional Rent hereunder, and Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid to the amount of the insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord shall also be entitled to recover as damages for such breach the uninsured amount of any loss, to the extent of any deficiency in the minimum amount of insurance required by the Provisions of this Lease, and damages, costs and expenses of suit suffered or incurred by reason of damage to, or destruction of, the Improvements occurring during any period when Tenant shall have failed or neglected to provide such insurance.

28. Landlord's Right to Mortgage, Sell or Assign Rents.

28.1 Landlord shall have the right at any time and from time to time to place one or more mortgages (including the First Mortgage) on all or any part of the Property (the First Mortgage and all such mortgages and any increases, renewals, modifications, consolidations, refinancings, replacements and extensions thereof being collectively called "Landlord's Mortgages"). It is understood and agreed that wherever in this Lease Tenant may be required to make any policies of insurance payable to the holder of the First Mortgage, such requirements shall apply to the holder of any Landlord's Mortgage of which Landlord gives Tenant Notice, but (as to insurance) only to the extent of Landlord's entitlement to such proceeds under the Provisions of this Lease.

28.2 Except as otherwise provided in this Section 28.2, nothing contained in this Lease shall be deemed in any way to limit, restrict or otherwise affect Landlord's absolute right at any time or times to convey its interest in the Property, subject to this Lease, or to assign its interest in this Lease, or to assign from time to time the whole or any portion of Fixed Rent or Additional Rent at any time paid or payable hereunder by Tenant to Landlord, to a transferee which assumes in writing Landlord's obligations under this Lease and is designated by Landlord in a Notice to Tenant, and in any such case Tenant shall pay Fixed Rent and Additional Rent payable by Tenant to Landlord, or the portion thereof so assigned, subject to the Provisions of this Lease, to Landlord's designee at the address mentioned in any such Notice. In addition, Landlord may assign this Lease and sums due hereunder, for collateral purposes, from time to time without notice to or consent from Tenant.

29. Subordination and Non-Disturbance.

29.1 Subject to the provisions of Section 29.2, Tenant accepts this Lease subject and subordinate to any Landlord's Mortgage. This clause shall be self-operative and no further instrument of subordination shall be required. In the event Tenant fails to execute a subordination document consistent with this Article 29 within ten (10) business days of receipt of a request by Landlord and Tenant provides no reasonable objection to Landlord's request, Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any Landlord's Mortgage, and Tenant agrees upon demand to execute such further instruments

subordinating this Lease, acknowledging the subordination of this Lease or attorning to the holder of any such Landlord's Mortgage as Landlord may request. If any person shall succeed to all or part of Landlord's interests in the Property whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease or otherwise, and if and as so requested or required by such successor-in-interest, Tenant shall, without charge, attorn to such successor-in-interest, provided said successor-in-interest shall agree that so long as no uncured Event of Default exists under the Lease, Tenant's right to quiet possession shall not be disturbed and the terms of the Lease shall remain unchanged.

29.2 The mortgage loan documents with respect to the First Mortgage and any other Landlord's Mortgage shall provide (or shall require that the holder thereof shall enter into an agreement providing) that Tenant's rights under this Lease shall not be disturbed in the event of foreclosure, sale or otherwise, so long as Tenant attorns to such mortgagee or transferee and there is not otherwise an uncured Event of Default under this Lease. Tenant shall promptly execute and deliver one or more agreements reasonably requested by the holder of any such Landlord's Mortgage in form and substance common in the commercial mortgage lending industry.

30. Unavoidable Delays. Except for the obligation to pay Fixed Rent, Additional Rent and other charges or sums payable hereunder which shall continue without deferral or extension of time, whenever a party is required to perform an act under this Lease by a certain time, said time shall be deemed extended so as to take into account events of Unavoidable Delays.

31. Financial Statements. Tenant shall keep adequate records and books of account with respect to its business activities in which proper entries are made in accordance with generally accepted accounting principles ("GAAP") reflecting all its financial transactions, and cause to be prepared and furnished to Landlord the following (all to be prepared in accordance with GAAP applied on a consistent basis, unless the Tenant's certified public accountants concur in any change therein and such change is disclosed to Landlord and is consistent with GAAP):

- (a) not later than 120 days after the close of each fiscal year, Tenant's audited financial statements (which term includes balance sheets and statement of activities and changes in net assets) as of the end of such year, certified by a firm of independent certified public accountants of recognized standing selected by Tenant and reasonably satisfactory to Landlord;
- (b) not later than 30 days after the close of each fiscal quarter, Tenant's financial statements as of the end of such quarter, certified by the chief financial officer of Tenant, together with student enrollment information and discussion of variances to budget, in form and substance reasonably satisfactory to Landlord, and such other financial statements reasonably requested by Landlord; and
- (c) not later than 30 days after the date on which such survey is required to be delivered to the Board, each enrollment survey in respect of the School.

32. Obligations Absolute. Fixed Rent, Additional Rent and all other sums payable

by Tenant pursuant to this Lease are the absolute and unconditional obligations of Tenant, and shall not be subject to set-off, defense, deduction, counterclaim or abatement, and except as expressly set forth to the contrary in this Lease, Tenant shall not be entitled to any credit against such payment obligations for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Property or any part thereof; (iii) any restriction or interference with Tenant's use of the Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Property or any part thereof; or (v) any dispute between Tenant and Landlord, any vendor or manufacturer of any part of the Property, or any other person.

33. Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, all such counterparts together shall constitute one and the same instrument, and signature pages from one counterpart may be removed and added to another counterpart to create a single, integrated counterpart with all necessary signatures.

34. Provisions Deemed Conditions and Covenants. All of the terms, covenants, agreements, limitations, conditions and provisions of this Lease (collectively, "Provisions") shall be deemed and construed to be "conditions" and "covenants" as though the words specifically expressing or importing covenants and conditions were used in each separate Provision hereof.

35. Reference to Termination. Any reference herein to the termination of this Lease shall be deemed to include any termination hereof by Expiration, or pursuant to Article 11, 16, or 21 hereof, or otherwise.

36. No Waste. Tenant shall not do or suffer any waste to the Property or any part thereof.

37. Captions and Construction.

37.1 The captions and table of contents in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of this Lease nor in any way shall affect this Lease or the construction of any Provision hereof.

37.2 The terms "include," "including" or words of like import shall be construed as meaning "including, without being limited to."

37.3 Wherever the context so requires in this Lease, the neuter gender includes the masculine and/or feminine gender, and the singular number includes the plural.

38. No Partnership or Joint Venture. Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other Person, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other Person.

39. Oral Change or Termination. This Lease and the documents referred to herein contain the entire agreement between the parties pertaining to the subject matter hereof, and any executory agreement hereafter made shall be ineffective to change, modify or discharge it in

whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. This Lease cannot be changed or terminated orally.

40. Successors and Assigns. The Provisions in this Lease shall bind and inure to the benefit of Landlord and Tenant, and, except as otherwise provided in this Lease, their respective legal representatives, executors, successors and assigns.

41. Governing Law. This Lease shall be governed by, and interpreted under, the laws of the State of Nevada, without regard to conflict of laws principles. Any action to enforce or interpret the terms hereof shall be exclusively in a court with competent jurisdiction in Clark County, Nevada.

42. SUITS BY TENANT. TENANT HEREBY COVENANTS THAT, PRIOR TO THE FILING OF ANY SUIT FOR AN ALLEGED DEFAULT BY LANDLORD HEREUNDER, IT SHALL GIVE ALL MORTGAGEES WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES ON THE PROPERTY (TOGETHER WITH THEIR RESPECTIVE NOTICE ADDRESSES), NOTICE AND TIME TO CURE SUCH ALLEGED DEFAULT BY LANDLORD AS ARE PROVIDED IN SECTION 21.11, MEASURED FROM THE DATE OF RECEIPT OF NOTICE.

43. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD HEREUNDER) TO SUITS BY TENANT FOR ANY MONETARY DAMAGES OR JUDGMENT SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE PROPERTY (INCLUDING RENTAL INCOME AND THE PROCEEDS FROM THE SALE OF THE PROPERTY), AND TENANT AGREES TO LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST THE LANDLORD, IT BEING INTENDED THAT LANDLORD SHALL NOT BE PERSONALLY LIABLE NOR SHALL ANY OF LANDLORD'S OTHER ASSETS BE SUBJECT TO ANY LIABILITY FOR ANY JUDGMENT OR DEFICIENCY.

44. RADON GAS. The following disclosure is hereby made:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Nevada. Additional information regarding radon and radon testing may be obtained from your county public health unit.

45. Mold and Mildew. Mold and mildew can occur in buildings under certain circumstances, unless care is taken to avoid such occurrence. The occurrence of mold or mildew may pose health hazards to certain individuals. Landlord has not investigated AND MAKES NO REPRESENTATION CONCERNING the existence or non-existence of mold or mildew in the Demised Premises as of the Lease Date. The Tenant is taking the Demised Premises in its "As

Is" condition and shall make all of its own investigations concerning mold and mildew. It is the obligation of Tenant to maintain the Demised Premises in good condition, which includes the prevention and elimination of mold or mildew or the factors that could lead to the presence thereof.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

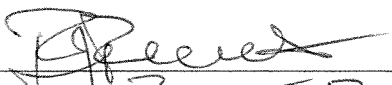
IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.

WITNESSES:

Print Name:

Print Name:

Print Name:



Print Name: Ryan J. Reeves

LANDLORD:

SCHOOL DEVELOPMENT SOUTH
BOULDER LLC
a Florida limited liability company

By: _____
Name: _____
Title: Manager

TENANT:

PINECREST ACADEMY OF NEVADA
a Nevada charter school

By: Candace Friedmann
Name: Candace Friedmann
Title: President & Chair

SCHEDULE A

LEGAL DESCRIPTION OF LAND

_____ as recorded in Plat Book __, at Page _____, of the Public Records of
Clark County, Nevada.

SCHEDULE B

PERMITTED ENCUMBRANCES

1.

SCHEDULE C

SHORT FORM LEASE AGREEMENT

(See Attached)

APNs 179-21-314-003RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Name: _____

Address: _____

City/State/Zip: _____

SHORT FORM LEASE AGREEMENT

This Short Form Lease Agreement is made as of May 4, 2012, between School Development South Boulder LLC, a Florida limited liability company, with an address of 6340 Sunset Drive, Miami, Florida 33143, hereinafter designated as Lessor, and Pinecrest Academy of Nevada, a Nevada charter school, with an address of c/o Las Vegas, Nevada, hereinafter designated as Lessee.

W I T N E S S E T H:

Lessor, upon the terms and conditions more particularly set forth in that certain Lease Agreement dated as of even date herewith by and between Lessor and Lessee (the "Lease Agreement"), which terms and conditions are incorporated herein by reference, and in consideration of the rent and covenants therein provided, does hereby lease to Lessee, and Lessee hereby accepts that certain property more particularly described on Exhibit A attached hereto and incorporated herein by reference ("the Property") for an initial term commencing on August 1, 2012 and ending on July 31, 2032, upon the terms and conditions set forth in the Lease Agreement.

1. Lessee further has the option to extend the initial term for an additional period of five years upon the terms and conditions set forth in the Lease Agreement (the "Extension Option"). For purposes of providing notice to third parties hereunder, it shall be presumed that the Extension Option has been exercised in the future unless Lessee executes and records in the public records an instrument which indicates that an Extension Option has not been exercised or this Short Form has been terminated.

2. Lessor covenants that Lessee, on paying the rent and performing the covenants set forth in the Lease Agreement, shall peaceably and quietly have, hold and enjoy the Property.

3. It is understood that this is a Short Form Lease Agreement, which is for the same rents and upon the same Agreement, which Lease Agreement is incorporated herein by reference and shall be a part of this instrument as fully and completely as if the same were set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have signed, sealed and delivered this Short Form Lease Agreement as of the date and year first above written for the purpose of providing recorded notice of Lessee's rights under the Lease Agreement.

Signed, sealed and delivered
in the presence of:

Lessor:
School Development South Boulder LLC

Witness: _____

_____, Manager

Witness: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, by _____, the Manager of School Development South Boulder LLC, on behalf thereof. He is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Print Name: _____
My Commission Expires: _____
(NOTARY SEAL)

Signed, sealed and delivered
in the presence of:

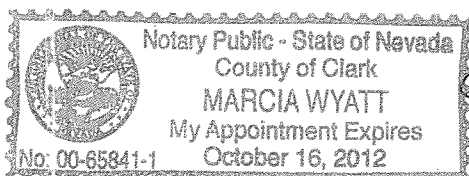
Lessee:
Pinecrest Academy of Nevada
Candace Friedmann
Name: Candace Friedmann
Title: Board Chair

Witness: _____

Witness: _____

STATE OF NEVADA
COUNTY OF CLARK

The foregoing instrument was acknowledged before me this 14 day of October, 2012, by Candace Friedmann, the Chairperson of Pinecrest Academy of Nevada on behalf thereof. He is personally known to me or who has produced Nevada Drivers License as identification.



NOTARY PUBLIC

Print Name: Marcia Wyatt
My Commission Expires: 10.16.12
(NOTARY SEAL)

SCHEDULE D
FIXED RENT

From Lease Date through July 31, 2013:

Fixed Rent: Fixed Rent shall be \$67,655.00 a month which is obtained by multiplying the amount of \$17.50 per square foot times 46,392 sq.ft. (which represents the square footage of Demised Premises) and then dividing that number by 12 months (to obtain a monthly amount).

Enrollment Period Discount: Landlord shall grant Tenant an enrollment period discount of \$9,665.00 per month.

From August 1, 2013 through July 31, 2014:

Fixed Rent: Fixed Rent shall be \$67,655.00 a month which is obtained by multiplying the amount of \$17.50 per square foot times 46,392 sq.ft. (which represents the square footage of Demised Premises) and then dividing that number by 12 months (to obtain a monthly amount).

Enrollment Period Discount: Landlord shall grant Tenant an enrollment period discount of \$5,799.00 per month.

From August 1, 2014 through July 31, 2015:

Fixed Rent: Fixed Rent shall be \$67,655.00 a month which is obtained by multiplying the amount of \$17.50 per square foot times 46,392 sq.ft. (which represents the square footage of Demised Premises) and then dividing that number by 12 months (to obtain a monthly amount).

From August 1, 2015 through July 31, 2032:

Fixed Rent: Fixed Rent shall be \$69,684.65 a month which is obtained by multiplying the amount of \$18.03 per square foot (assuming a minimum of 3% CPI – it may be higher) times 46,392 sq.ft. (which represents the square footage of Demised Premises) and then dividing that number by 12 months (to obtain a monthly amount).

In the event that Phase 2 is delivered to Tenant for occupancy later than the third day following the Lease Date, Fixed Rent and Additional Rent for Phase 2 shall be suspended until the first day of the first full month in which Phase 2 is delivered to Tenant.

The Fixed Rent shall be adjusted annually (“Adjusted Fixed Rent”) as set forth below.

Adjustment Computation. Notwithstanding the assumptions made above, commencing on August 1, 2015, and thereafter on each annual anniversary of such date, the Fixed Rent shall be adjusted from time to time as follows:

(a) The Fixed Rent in effect for each Lease Year shall be equal the product of the Initial Fixed Rent, multiplied by the fraction in which the Adjustment CPI (as defined below) is the numerator and Base CPI (as defined below) is the denominator. In no event shall any adjustment made pursuant to this Schedule or any decrease in the CPI ever result in a decrease in the Fixed

Rent for any Lease Year below the Fixed Rent in effect at the end of the preceding Lease Year, which Fixed Rent shall, in that event, continue in effect until the next adjustment hereunder. Payment of the Adjusted Fixed Rent amount shall begin on the first day of the first calendar month of the Lease Year to which such Adjusted Fixed Rent applies.

(b) If (i) the CPI (as defined below) ceases using the 1982-1984 average of 100 as the basis of calculation, (ii) a significant change is made in the number or nature (or both) of items used to determine the CPI, (iii) Landlord and Tenant agree that the Adjustment CPI does not accurately reflect, in relationship to the Base CPI, the purchasing power of the dollar, or (iv) the CPI shall be discontinued for any reason, the Bureau of Labor Statistics shall be requested to furnish a new index comparable to the CPI, together with information which will make possible the conversion to the new index in computing the Adjusted Fixed Rent hereunder. If for any reason the Bureau of Labor Statistics does not furnish such an index and such information, Landlord and Tenant shall instead accept and use such other index or comparable statistics on the cost of living in the city or region in which the Premises is located that is computed and published by an agency of the United States or a responsible financial periodical of recognized authority.

(c) If for any Lease Year the adjustment in the Fixed Rent as set forth above is less than 3%, then in such case the Fixed Rent for the subject Lease Year shall be 3% higher than the Fixed Rent for the immediately prior Lease Year.

Payment Dates. All Fixed Rent, together with applicable sales tax, shall be due and payable on the 1st day of each calendar month, in advance, commencing on the Lease Date (on which date, if the same is not the first day of a calendar month, the partial month Fixed Rent and the next calendar month's full Fixed Rent shall be due and payable). All other Additional Rent shall be due and payable within ten days of receipt of written notice thereof from Landlord. Fixed Rent for any period during the Term which is less than one full month shall be prorated based upon the actual number of days of the month involved.

Definitions. As used herein, the term "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the United States, All Items (1982-84 = 100), published by the Bureau of Labor Statistics, United States Department of Labor. As used herein, the term "Base CPI" means the most recently published CPI as of the last day of the last month immediately preceding August 1, 2012. As used herein, the term "Adjustment CPI" means the most recently published CPI as of the last day of the last month immediately preceding the commencement of the Lease Year for which the adjustment in Fixed Rent is being determined. Unless otherwise specifically defined in this Schedule, capitalized terms shall have the same respective meanings as set forth in the Lease.

SCHEDULE E
FIXED RENT FOR EXTENDED TERM

Fixed Rent. The Fixed Rent (annually, subject to adjustment as set forth below) for the first Lease Year of the Extended Term shall be computed as product obtained by multiplying 106% of the per square foot Fixed Rent rate for the last year of the Initial Term times the square footage of the Building ("Initial Fixed Rent"). The Initial Fixed Rent shall be adjusted annually ("Adjusted Fixed Rent") as set forth below.

Adjustment Computation. Commencing with the first day of the second Lease Year during the Extended Term, and thereafter on each annual anniversary of such date during the Extended Term, the Fixed Rent shall be adjusted from time to time as follows:

(a) The Fixed Rent in effect for each Lease Year shall be equal the product of (i) the Initial Fixed Rent, multiplied by (ii) the greater of (A) one (1) or (B) the fraction in which the Adjustment CPI (as defined below) is the numerator and Base CPI (as defined below) is the denominator. In no event shall any adjustment made pursuant to this Schedule or any decrease in the CPI (as defined below) ever result in a decrease in the Fixed Rent for any Lease Year below the Fixed Rent in effect at the end of the preceding Lease Year, which Fixed Rent shall, in that event, continue in effect until the next adjustment hereunder. Payment of the Adjusted Fixed Rent amount shall begin on the first day of the first calendar month of the Lease Year to which such Adjusted Fixed Rent applies.

(b) If (i) the CPI ceases using the 1982-1984 average of 100 as the basis of calculation, (ii) a significant change is made in the number or nature (or both) of items used to determine the CPI, (iii) Landlord and Tenant agree that the Adjustment CPI does not accurately reflect, in relationship to the Base CPI, the purchasing power of the dollar, or (iv) the CPI shall be discontinued for any reason, the Bureau of Labor Statistics shall be requested to furnish a new index comparable to the CPI, together with information which will make possible the conversion to the new index in computing the Adjusted Fixed Rent hereunder. If for any reason the Bureau of Labor Statistics does not furnish such an index and such information, Landlord and Tenant shall instead accept and use such other index or comparable statistics on the cost of living in the city or region in which the Premises is located that is computed and published by an agency of the United States or a responsible financial periodical of recognized authority.

Definitions. As used herein, the term "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the United States, All Items (1982-84 = 100), published by the Bureau of Labor Statistics, United States Department of Labor. As used herein, the term "Base CPI" means the most recently published CPI as of the last day of the last month of the Initial Term. As used herein, the term "Adjustment CPI" means the most recently published CPI as of the last day of the last month immediately preceding the commencement of the Lease Year for which the adjustment in Fixed Rent is being determined. Unless otherwise specifically defined in this Schedule, capitalized terms shall have the same respective meanings as set forth in the Lease.

SCHEDULE F
DESCRIPTION OF FACILITY

The facility is comprised of approximately 46,392 square feet, as shown on the Plans. At time of delivery of each Phase, such phase shall be computer ready, painted and ready for occupancy.

The Landlord shall timely proceed to obtain a final certificate of occupancy and shall perform any conditions that may be required under the terms of any temporary certificates of occupancy.

SECOND AMENDMENT TO LEASE AGREEMENT

This SECOND AMENDMENT TO LEASE AGREEMENT (this “**Second Amendment**”), entered into as of the 24th day of March, 2018, by and between CA LAS VEGAS 2840 VC LLC, a Delaware limited liability company (“**Landlord**”), and PINECREST ACADEMY OF NEVADA, a Nevada public charter school and a Nevada non-profit corporation (“**Tenant**”).

WITNESSES:

A. Landlord and Tenant are Parties to that certain Lease Agreement dated as of May 21, 2015 as amended by that certain First Amendment to Lease Agreement dated as of February 2, 2017 (collectively, the “**Lease**”), pursuant to which Tenant leases from Landlord those certain Premises (as defined in the Lease) consisting of real property located in the City of Henderson, Clark County, Nevada (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. The Parties desire to amend certain terms and conditions of the Lease, and Landlord and Tenant are willing to agree to such modification(s), subject to and upon the terms and conditions of this Second Amendment.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions contained in this Second 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 Lease as follows:

1. Definitions. Capitalized terms used, and not otherwise defined, in this Second Amendment shall have the same meaning as provided in the Lease. From and after the date of this Second Amendment, any reference to the “**Lease**” shall mean the Lease (as defined in Recital A above) as amended by this Second Amendment.

2. Phase II Development Costs. Pursuant to and in accordance with Section 2.4 and Section 3.6 of the Lease, the Parties hereby acknowledge and agree that the actual Development Costs for Landlord’s Phase II Work are \$2,142,620, and that such amount shall be used in reference to Phase II Development Costs and the Phase II Budget in all instances in the Lease.

3. Development Costs. Pursuant to and in accordance with Section 2.4 and Section 3.6 of the Lease, the Parties hereby acknowledge and agree that the actual Development Costs are \$11,798,676, and that such amount shall be used in reference to Development Costs and the Budget in all instances in the Lease.

4. Option to Purchase.

(a) Section 2.4.3 of the Lease is hereby deleted and the following new Section 2.4.3 is inserted in that place:

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 of this Lease, equal the greater of (i) the Project Value of the Premises or (ii) the Appraised Value of the Premises.

(a) 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 Section 2.4.1. Notwithstanding the foregoing, the Parties agree that the Appraised Value of the Premises shall not exceed the following limits: (i) \$13,521,053 if the Closing Date occurs in any of the thirty-seventh (37th) through forty-eighth (48th) full calendar months of the Term; and (ii) \$13,557,895 if the Closing Date occurs in any of the forty-ninth (49th) through fifty-sixth (56th) full calendar months of the Term, provided that, if the stated Project Values of the Premises for the pertinent time increments are adjusted pursuant to the terms of Section 2.4.3(b), below, then the maximum amounts of the Appraised Value of the Premises for the same time increments, as indicated in this Section 2.4.3(a), shall simultaneously be adjusted in direct proportion to such adjustments under Section 2.4.3(b).

(b) For purposes of this Lease, the "**Project Value of the Premises**" shall mean the following: (i) \$12,845,000 if the Closing Date occurs in any of the thirty-seventh (37th) through forty-eighth (48th) full calendar months of the Term; and (ii) \$12,880,000 if the Closing Date occurs in any of the forty-ninth (49th) through fifty-sixth (56th) full calendar months of the Term.

5. Base Rent. Exhibit 3.1 attached to the Lease is hereby deleted in its entirety and the Exhibit 3.1 attached to this Second Amendment is hereby inserted in that place.

6. 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; (iii) Tenant has no current offset or defense to its performance or obligations under the Lease; and (iv) Tenant has accepted Landlord's Phase I Work as Substantially Complete according to the terms of 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.

7. Brokerage. Each of the Parties represents and acknowledges to the other that it has not dealt with any real estate broker in consummating this Second Amendment, and that no conversation or prior negotiations were had with any broker concerning this Second Amendment. Each of the Parties 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.

8. Landlord Notice Address. Landlord's notice address to Quarles & Brady LLP is hereby deleted in its entirety and the following is hereby inserted in each place where such notice address appears:

Polsinelli PC
150 N. Riverside Plaza, Suite 3000
Chicago, IL 60606
Attn: Michael Ostermeyer, Esq.
Email: m Ostermeyer@polsinelli.com
Phone: (312) 873-3617.

9. Miscellaneous.

(a) Entire Agreement. This Second 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 Second Amendment is subject to the terms and conditions regarding confidentiality set forth in Section 29.3 of the Lease.

(c) Other Terms and Conditions. Except as specifically modified or amended herein, all other terms and conditions of the 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 Lease and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall control.

(e) Binding Effect. This Second 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).

(f) Authorization. Tenant represents that this Second Amendment has been duly authorized, executed and delivered by Tenant and constitutes the legal, valid and binding obligation of Tenant. Landlord represents that this Second Amendment has been duly authorized, executed and delivered by Landlord and constitutes the legal, valid and binding obligation of Landlord.

(g) Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original. Executed counterparts of this Second Amendment may be delivered electronically by facsimile or 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 Second Amendment as of the day and year first above written.

TENANT:

Pinecrest Academy of Nevada,
a Nevada public charter school and a Nevada
non-profit corporation

By: Name: *Randall Walker*Title: *Board Chairperson***LANDLORD:**

CA Las Vegas 2840 VC LLC,
a Delaware limited liability company

By: 

Name:

Bari Cooper Sherman

Title:

Vice President

Exhibit 3.1
Base Rent Schedule

Lease Year	Period			Base Rent	Monthly Installments
1	Sept. 1, 2015	-	June 30, 2016	\$ 513,000.00	\$ 42,750.00
2	July 1, 2016	-	June 30, 2017	\$ 749,250.00	\$ 62,437.50
3	July 1, 2017	-	June 30, 2018	\$ 980,500.00	\$ 81,708.33
4	July 1, 2018	-	June 30, 2019	\$ 1,092,500.00	\$ 91,041.67
5	July 1, 2019	-	June 30, 2020	\$ 1,120,874.23	\$ 93,406.19
6	July 1, 2020	-	June 30, 2021	\$ 1,179,977.18	\$ 98,331.43
7	July 1, 2021	-	June 30, 2022	\$ 1,205,936.67	\$ 100,494.72
8	July 1, 2022	-	June 30, 2023	\$ 1,232,467.28	\$ 102,705.61
9	July 1, 2023	-	June 30, 2024	\$ 1,259,581.56	\$ 104,965.13
10	July 1, 2024	-	June 30, 2025	\$ 1,287,292.36	\$ 107,274.36
11	July 1, 2025	-	June 30, 2026	\$ 1,315,612.79	\$ 109,634.40
12	July 1, 2026	-	June 30, 2027	\$ 1,344,556.27	\$ 112,046.36
13	July 1, 2027	-	June 30, 2028	\$ 1,374,136.51	\$ 114,511.38
14	July 1, 2028	-	June 30, 2029	\$ 1,404,367.51	\$ 117,030.63
15	July 1, 2029	-	June 30, 2030	\$ 1,435,263.59	\$ 119,605.30
16	July 1, 2030	-	June 30, 2031	\$ 1,466,839.39	\$ 122,236.62
17	July 1, 2031	-	June 30, 2032	\$ 1,499,109.86	\$ 124,925.82
18	July 1, 2032	-	June 30, 2033	\$ 1,532,090.28	\$ 127,674.19
19	July 1, 2033	-	June 30, 2034	\$ 1,565,796.26	\$ 130,483.02
20	July 1, 2034	-	June 30, 2035	\$ 1,600,243.78	\$ 133,353.65
21	July 1, 2035	-	June 30, 2036	\$ 1,635,449.14	\$ 136,287.43
22	July 1, 2036	-	June 30, 2037	\$ 1,671,429.03	\$ 139,285.75
23	July 1, 2037	-	June 30, 2038	\$ 1,708,200.46	\$ 142,350.04
24	July 1, 2038	-	June 30, 2039	\$ 1,745,780.87	\$ 145,481.74
25	July 1, 2039	-	June 30, 2040	\$ 1,784,188.05	\$ 148,682.34
26	July 1, 2040	-	June 30, 2041	\$ 1,823,440.19	\$ 151,953.35
27	July 1, 2041	-	June 30, 2042	\$ 1,863,555.88	\$ 155,296.32
28	July 1, 2042	-	June 30, 2043	\$ 1,904,554.10	\$ 158,712.84
29	July 1, 2043	-	June 30, 2044	\$ 1,946,454.29	\$ 162,204.52

**SECOND AMENDMENT TO LEASE AGREEMENT
(Pinecrest Academy of Nevada - East Cactus)**

This SECOND AMENDMENT TO LEASE AGREEMENT (this “**Second Amendment**”), entered into as of the ~~31st~~ day of January, 2018, by and between CA LAS VEGAS ECA LLC, a Delaware limited liability company (“**Landlord**”), and PINECREST 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 30, 2014 (the “**Original Lease**”) as amended by that certain First Amendment to Lease Agreement dated as of May 20, 2015 (the “**First Amendment**”, and together with the Original Lease, 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 Second Amendment.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions contained in this Second 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 Second Amendment shall have the same meanings as provided in the Existing Lease. The Existing Lease as modified by this Second Amendment shall herein be collectively referred to as the “**Lease**,” and from and after the date of this Second Amendment, any reference to the “**Lease**” shall mean the Original Lease as previously modified by the First Amendment and as modified by this Second Amendment.

2. Commencement Date and Rent Commencement Date. Landlord and Tenant acknowledge and agree that the Commencement Date of the Lease for all purposes thereunder was August 19, 2015 and the Rent Commencement Date of the Lease for all purposes thereunder was September 1, 2015.

3. Development Costs. Pursuant to and in accordance with Section 2.4 and Section 3.6 of the Lease, the Parties hereby acknowledge and agree that the actual Development Costs are \$10,207,799, and that such amount shall be used in reference to Development Costs and the Budget in all instances in the Lease.

4. Option to Purchase.

(a) Section 2.4.2 of the Lease is hereby deleted and the following paragraph is inserted in that place:

2.4.2 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 of the Option Agreement, subject to Landlord’s confirmation that the requisite appraisal shall have been duly prepared according to the requirements specified in the Option Agreement. Notwithstanding the foregoing, the Parties agree that the Appraised Value of the Premises shall not exceed the following limits: (i) \$11,871,913 if the Closing Date (as defined in the Option Agreement) occurs in any of the thirty-seventh (37th) through forty-eighth (48th) full calendar months of the Term; and (ii) \$11,934,821 if the Closing Date (as defined in the Option Agreement) occurs in any of the forty-ninth (49th) through fifty-sixth (56th) full calendar months of the Term.

(b) Section 2.4.3 of the Lease is hereby deleted and the following paragraph is inserted in that place:

For purposes of this Lease, the “**Project Value of the Premises**” shall mean the following: (i) \$11,278,317 if the Closing Date (as defined in the Option Agreement) occurs in any of the thirty-seventh (37th) through forty-eighth (48th) full calendar months of the Term; and (ii) \$11,338,080 if the Closing Date (as defined in the Option Agreement) occurs in any of the forty-ninth (49th) through fifty-sixth (56th) full calendar months of the Term.

(c) Landlord and Tenant acknowledge and agree that notwithstanding the time periods set forth in Section 2.4.1 of the Lease, each of Landlord and Tenant has executed, and is delivering concurrently with this Second Amendment, the Option Agreement. For avoidance of doubt, Landlord and Tenant acknowledge and agree (i) that the time period requirements set forth in Section 2.4.1 of the Lease are hereby waived, and (ii) that the Option Agreement as executed by each such Party and delivered concurrently with this Second Amendment is subject to Paragraphs 3(a) and (b), above, of this Second Amendment.

5. Base Rent. Landlord and Tenant acknowledge and agree that the Base Rent has been adjusted pursuant to and in accordance with Section 3.6 of the Lease. Accordingly, Exhibit 3.1 attached to the Lease is hereby deleted in its entirety and the Exhibit 3.1 attached to this Second Amendment is hereby inserted in that place.

6. Insurance. The last sentence of Section 8.2.3 to the Lease is hereby deleted and the following is hereby inserted in that place: “Final insurance policies shall be sent to the attention of: Turner-Agassi Charter School Facilities Fund, L.P. c/o Turner Impact Capital, 3000 Olympic Boulevard, Suite 2120, Santa Monica, California 90404, Attn: Bari Cooper Sherman.”

7. Legal Description. The legal description of the Land set forth on Exhibit 1.1 to the Original Lease (and each other reference to such legal description of the Land) is hereby deleted and the legal description of the Land set forth on the Exhibit 1.1 attached hereto and incorporated herein by this reference is hereby adopted and inserted in those places

8. 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.

9. Brokerage. Landlord and Tenant each represents and acknowledges to the other that it has not dealt with any real estate broker in consummating this Second Amendment, and that no conversation or prior negotiations were had with any broker concerning this Second 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.

10. Landlord Notice Address. In Article XXV of the Lease, 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: m Ostermeyer@polsinelli.com
Phone: 312-873-3617

11. Miscellaneous.

(a) Entire Agreement. This Second 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 Second Amendment is subject to the terms and conditions regarding confidentiality and publicity set forth in Section 29.3 of the Original Lease.

(c) Other Terms and Conditions. Except as specifically modified or amended by this Second 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 Second Amendment, the terms and conditions of this Second Amendment shall control.

(e) Binding Effect. The terms of this Second 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 Second Amendment has been duly authorized, executed and delivered by Tenant and constitutes the legal, valid and binding obligation of Tenant. Landlord represents that this Second Amendment has been duly authorized, executed and delivered by Landlord and constitutes the legal, valid and binding obligation of Landlord.

(g) Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original. Executed counterparts of this Second 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 Second Amendment as of the day and year first above written.

TENANT:

PINECREST ACADEMY OF NEVADA,
a Nevada public charter school

By: 

Name: _____

Title: _____

LANDLORD:

CA LAS VEGAS ECA LLC,
a Delaware limited liability company

By: 

Name: Bari Cooper Sherman

Title: Vice President

BUSINESS	LEGAL
AS	Dy

Exhibit 1.1

Legal Description

A PORTION OF LOT 1 AS SHOWN IN THAT CERTAIN FINAL MAP TITLED "CASHMAN EQUIPMENT" RECORDED IN BOOK 140, PAGE 20 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND CERTAIN CERTIFICATE OF AMENDMENT RECORDED SEPTEMBER 24, 2008 IN BOOK 20080924 AS INSTRUMENT NO. 02756 OF OFFICIAL RECORDS AND LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 35; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 35, SOUTH 00°32'39" EAST, 40.01 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF EAST CACTUS AVENUE, THE NORTHEAST CORNER OF LOT 1-1 AS DEPICTED IN FILE 190, PAGE 10 OF SURVEYS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 35 AND ALONG THE EAST LINE OF SAID LOT 1-1, SOUTH 00°32'39" EAST, 290.06 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1-1; THENCE ALONG THE SOUTH LINE OF SAID LOT 1-1, NORTH 89°22'03" WEST, 664.82 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID LOT 1-1, NORTH 00°20'32" WEST, 290.15 FEET TO THE NORTH LINE OF SAID LOT 1-1 AND THE SOUTHERLY RIGHT-OF-WAY OF EAST CACTUS AVENUE; THENCE ALONG THE NORTH LINE OF SAID LOT 1-1 AND SOUTHERLY RIGHT-OF-WAY, SOUTH 89°21'31" EAST, 663.80 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS LOT 2-1 OF RECORD OF SURVEY IN FILE 192, PAGE 29 RECORDED JUNE 13, 2014 IN BOOK 20140613 AS INSTRUMENT NO. 01660 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 04, 2014 IN BOOK 20141104 AS INSTRUMENT NO. 02665, OF OFFICIAL RECORDS CLARK COUNTY, NEVADA. EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF HENDERSON BY GRANT, BARGAIN, SALE DEED RECORDED NOVEMBER 26, 2014, IN BOOK 20141126 AS INSTRUMENT NO. 01554 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA. [Duplicates what is below; not sure why title policy contains this twice- Heritage Surveying survey certified as of May 1, 2015, Job #990181 only contains this once]

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 04, 2014 IN BOOK 20141104 AS INSTRUMENT NO. 02665, OF OFFICIAL RECORDS CLARK COUNTY, NEVADA.

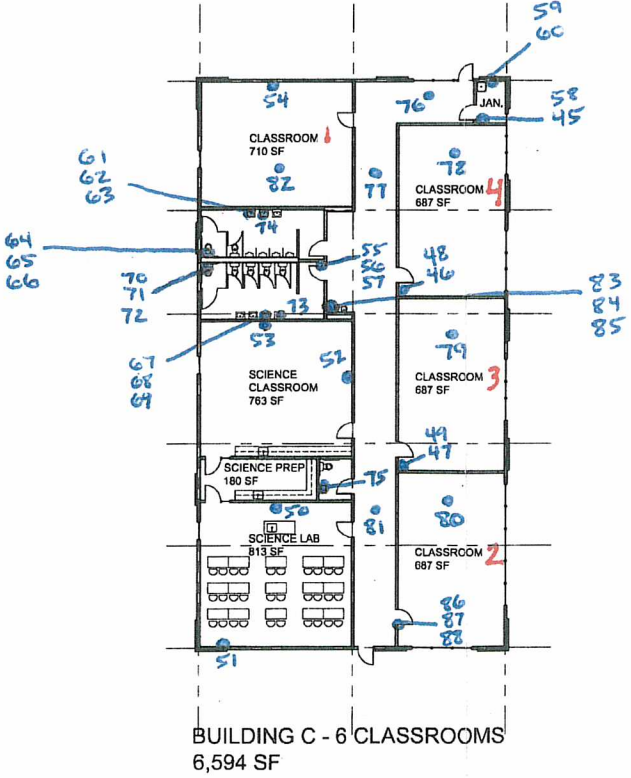
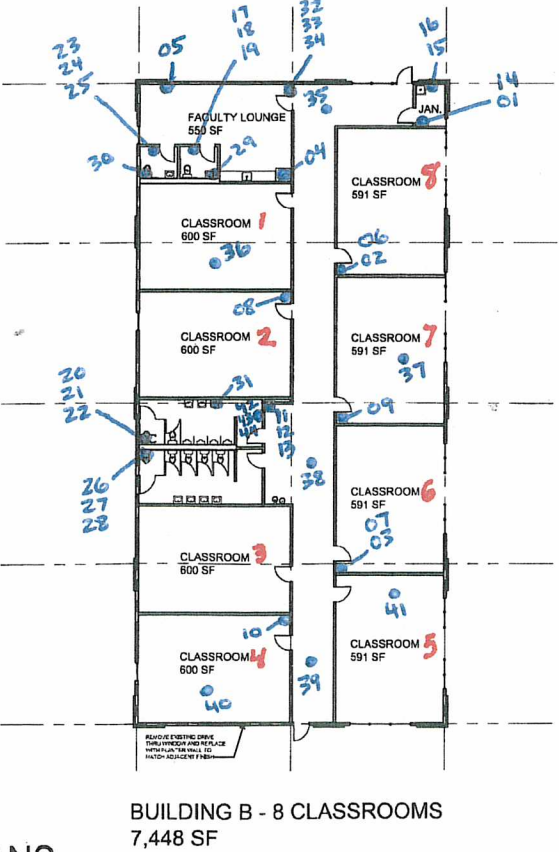
EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF HENDERSON BY GRANT, BARGAIN, SALE DEED RECORDED NOVEMBER 26, 2014, IN BOOK 20141126 AS INSTRUMENT NO. 01554 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

APN: 177-35-110-005 and 177-35-110-005

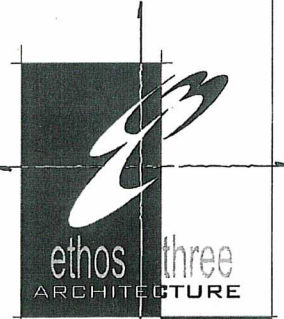
EXHIBIT 3.1
BASE RENT SCHEDULE

Lease Year	Period			Base Rent	Monthly Installments
1	Rent Commencement Date	-	June 30, 2016	\$639,000	\$53,250
2	July 1, 2016	-	June 30, 2017	\$767,750	\$63,979
3	July 1, 2017	-	June 30, 2018	\$845,500	\$70,458
4	July 1, 2018	-	June 30, 2019	\$920,000	\$76,667
5	July 1, 2019	-	June 30, 2020	\$969,741	\$80,812
6	July 1, 2020	-	June 30, 2021	\$1,013,787	\$84,482
7	July 1, 2021	-	June 30, 2022	\$1,036,091	\$86,341
8	July 1, 2022	-	June 30, 2023	\$1,058,885	\$88,240
9	July 1, 2023	-	June 30, 2024	\$1,082,180	\$90,182
10	July 1, 2024	-	June 30, 2025	\$1,105,988	\$92,166
11	July 1, 2025	-	June 30, 2026	\$1,130,320	\$94,193
12	July 1, 2026	-	June 30, 2027	\$1,155,187	\$96,266
13	July 1, 2027	-	June 30, 2028	\$1,180,601	\$98,383
14	July 1, 2028	-	June 30, 2029	\$1,206,574	\$100,548
15	July 1, 2029	-	June 30, 2030	\$1,233,119	\$102,760
16	July 1, 2030	-	June 30, 2031	\$1,260,247	\$105,021
17	July 1, 2031	-	June 30, 2032	\$1,287,973	\$107,331
18	July 1, 2032	-	June 30, 2033	\$1,316,308	\$109,692
19	July 1, 2033	-	June 30, 2034	\$1,345,267	\$112,106
20	July 1, 2034	-	June 30, 2035	\$1,374,863	\$114,572
21	July 1, 2035	-	June 30, 2036	\$1,405,110	\$117,092
22	July 1, 2036	-	June 30, 2037	\$1,436,022	\$119,669
23	July 1, 2037	-	June 30, 2038	\$1,467,615	\$122,301
24	July 1, 2038	-	June 30, 2039	\$1,499,902	\$124,992
25	July 1, 2039	-	June 30, 2040	\$1,532,900	\$127,742
26	July 1, 2040	-	June 30, 2041	\$1,566,624	\$130,552
27	July 1, 2041	-	June 30, 2042	\$1,601,090	\$133,424
28	July 1, 2042	-	June 30, 2043	\$1,636,314	\$136,359
29	July 1, 2043	-	June 30, 2044	\$1,672,313	\$139,359

8985 s. eastern
suite 220
las vegas, nv 89123
p 702.456.1070
f 702.456.7020



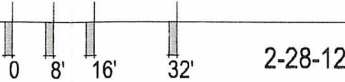
DRAWING APPROVED: _____
DATE: _____



FLOOR PLANS
Pinecrest Academy
Racetrack Road

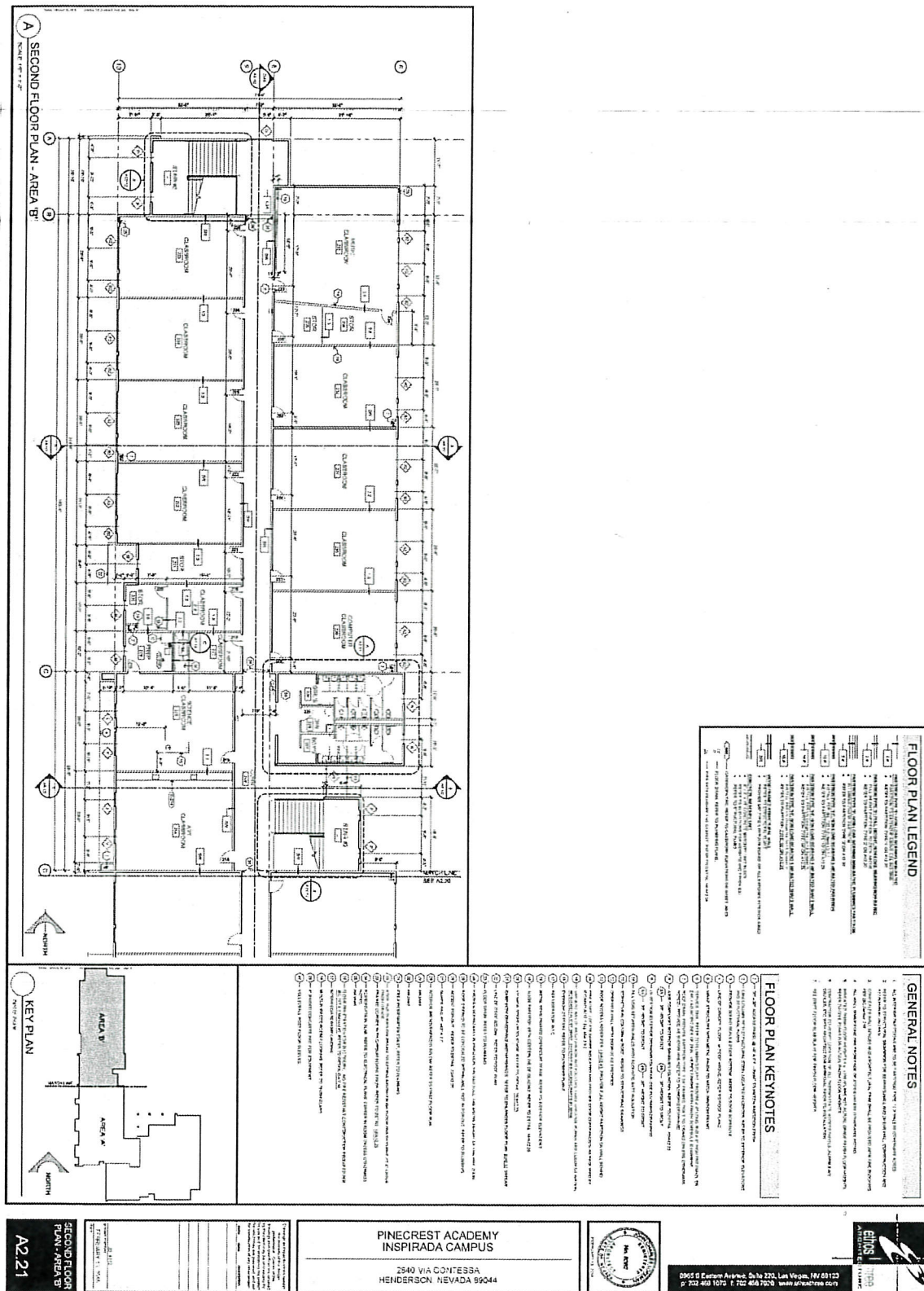
FLOOR PLANS

SCALE : 1/16" = 1'-0"

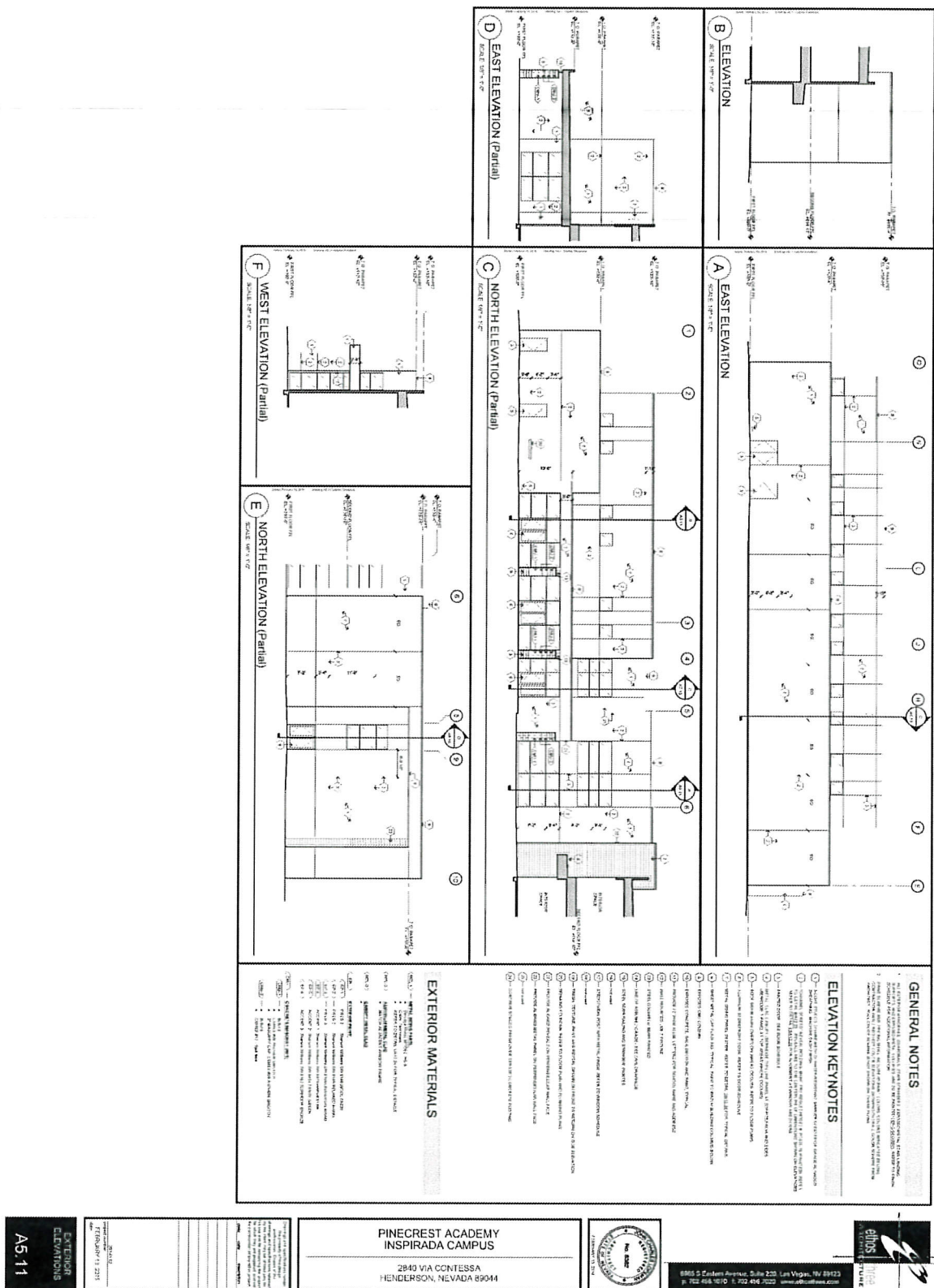


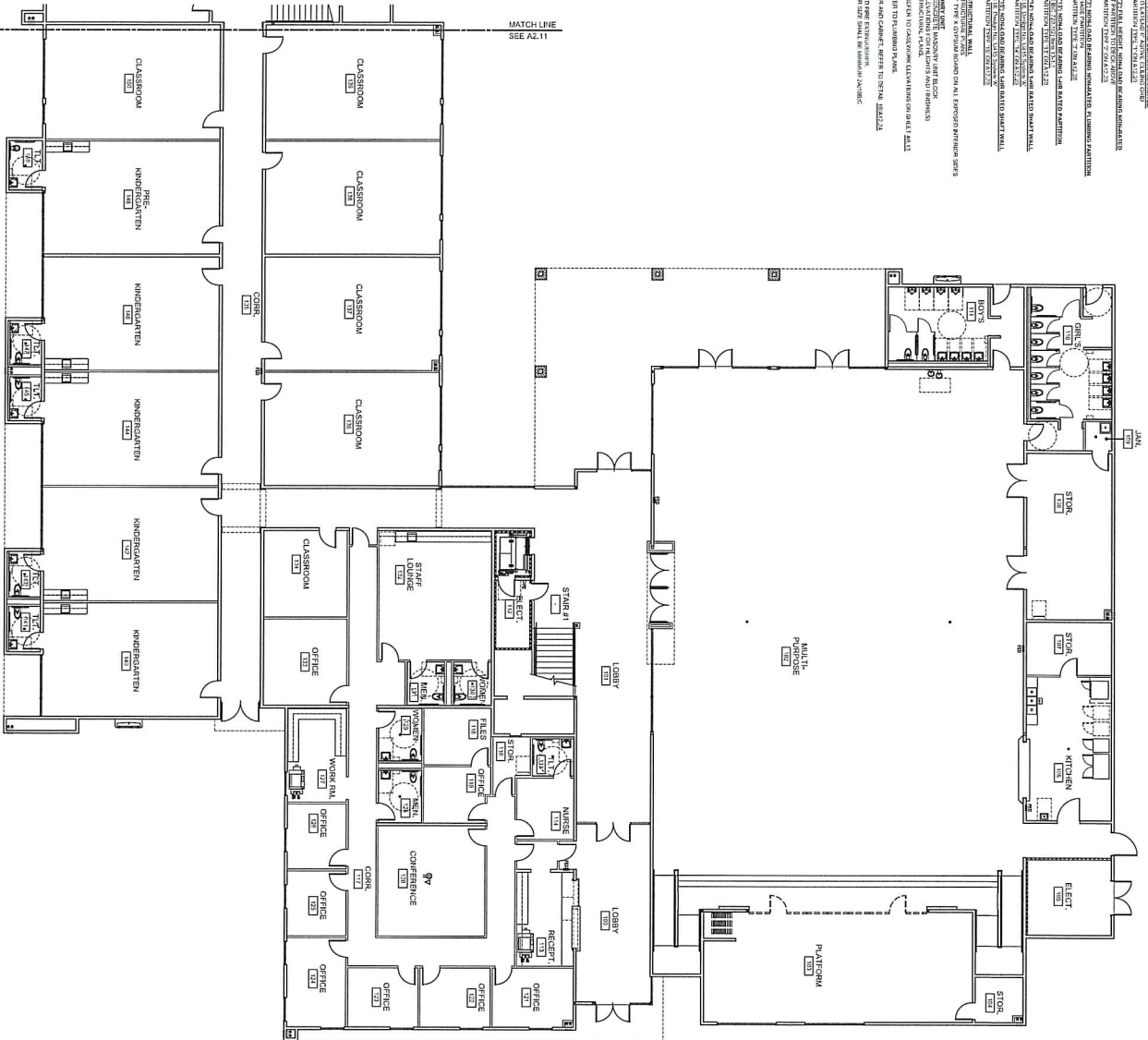
2-28-12

SHT A2.1





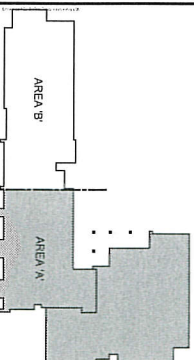


[illegible]

FIRST FLOOR PLAN - AREA 'A'



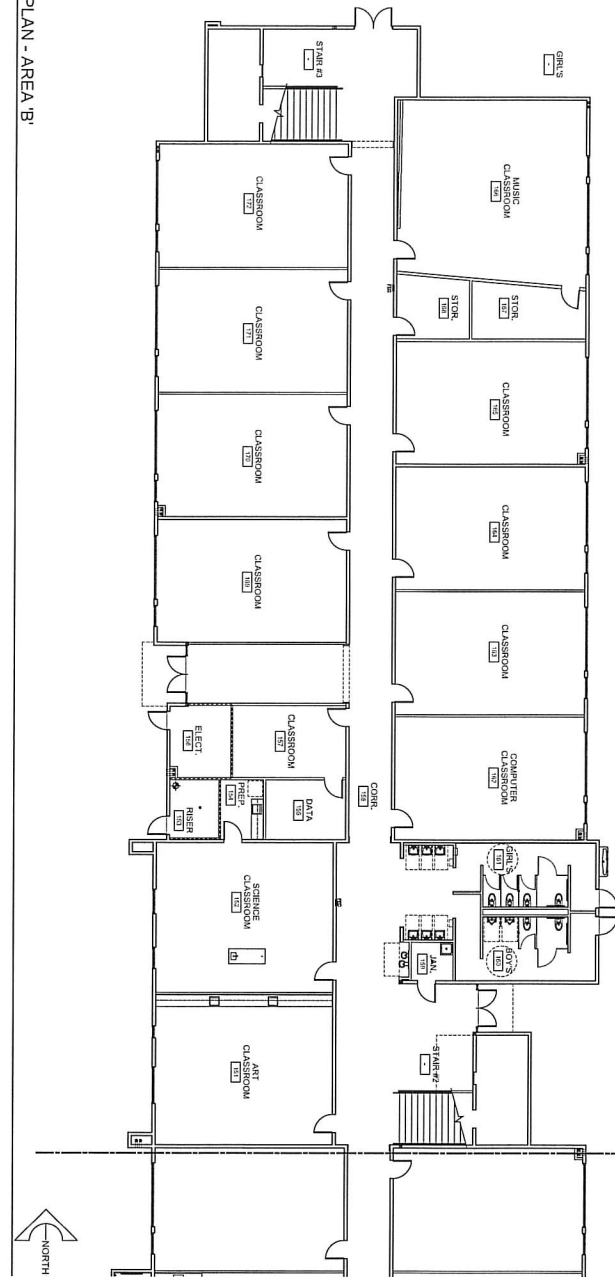
1. ALL BUILDING MATERIALS ARE TO BE PAINTED TYPE "1" WALLS ON EXTERIOR WALLS.
2. NEEDED TO REINFORCE EXTERIORS FOR BUILDING WALL AND BRUSH WALL CONSTRUCTION AND A MINIMUM DETAIL.
3. CONCRETE WALL THICKNESS AND REINFORCEMENT DETAIL SHALL BE PROVIDED WITH THE ARCHITECT'S DRAWINGS.
4. ALL WALL DIMENSIONS ARE FROM FACE OF BRICK UNLESS OTHERWISE NOTED.
5. INDICATED FINISH FROM WEIGHTS A, B, C, D, E, F ARE NOT ACTUAL GRADE FINISH IN CON. WEIGHTS. REF TO OTHER FINISH SCHEDULE, FINISHES IN CON. WEIGHTS.
6. FINISHES TO BE USED FOR EXTERIOR WALLS ARE: A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.
7. SEE FINISH IN CON. A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.

[illegible]








KEY PLAN



Attachment 6- Facility Floor Plan



FLOOR PLAN LEGEND

	1. WALL PARTITION WALL, 1/2" THICK CONCRETE WALL, 12" THICK GLASS WALL, 1/2" THICK
	2. WALL PARTITION WALL, 1/2" THICK CONCRETE WALL, 12" THICK GLASS WALL, 1/2" THICK
	3. WALL PARTITION WALL, 1/2" THICK CONCRETE WALL, 12" THICK GLASS WALL, 1/2" THICK
	4. WALL PARTITION WALL, 1/2" THICK CONCRETE WALL, 12" THICK GLASS WALL, 1/2" THICK
	5. WALL PARTITION WALL, 1/2" THICK CONCRETE WALL, 12" THICK GLASS WALL, 1/2" THICK
	6. WALL PARTITION WALL, 1/2" THICK CONCRETE WALL, 12" THICK GLASS WALL, 1/2" THICK
	7. WALL PARTITION WALL, 1/2" THICK CONCRETE WALL, 12" THICK GLASS WALL, 1/2" THICK

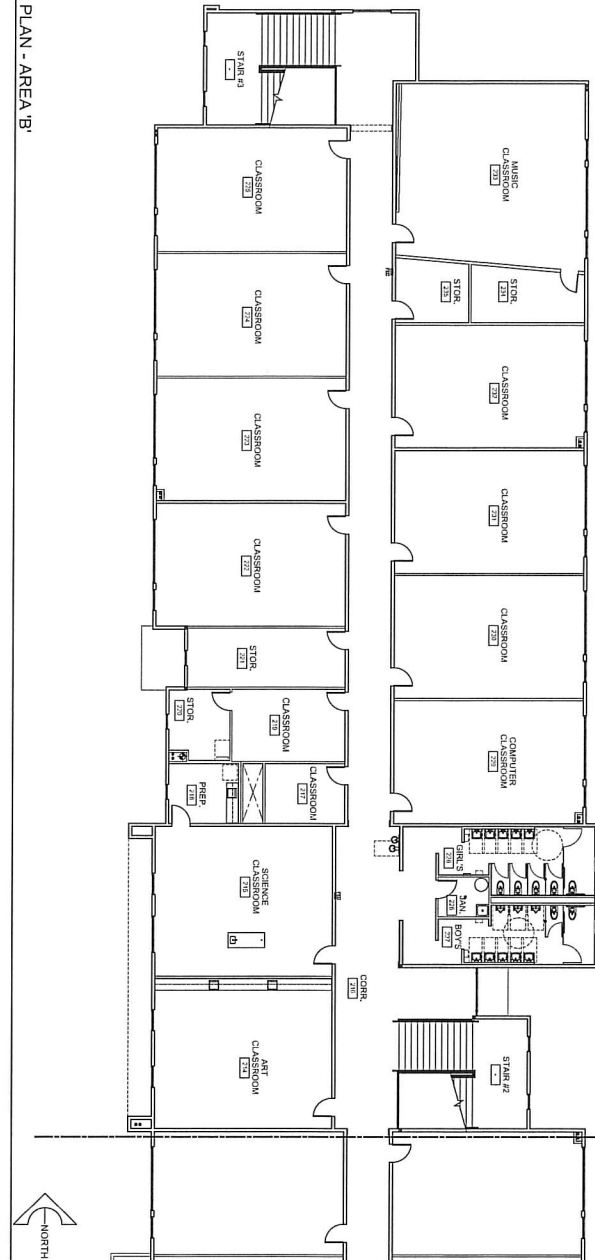
1. ALL INTERIOR WALLS ARE TO BE FINISHED TYPE III UNLESS OTHERWISE NOTED.
2. ALL TO STRUCTURAL PARTITIONS INCLUDING STAIR AND ELEVATOR WALL CONSTRUCTION AND PARTITION WALLS SHALL BE FINISHED TYPE III UNLESS OTHERWISE NOTED.
3. ALL WALL CONSTRUCTION FROM FACE OF STUDY UNLESS OTHERWISE NOTED.
4. FINISH TO FLOOR SHALL BE FINISH TYPE III UNLESS OTHERWISE NOTED.
5. CONSTRUCTION TO MATCH EXISTING TYPE III UNLESS OTHERWISE NOTED.
6. FINISHES TO MATCH EXISTING TYPE III UNLESS OTHERWISE NOTED.
7. SEE FINISH TYPE III FOR FINISH TYPE III UNLESS OTHERWISE NOTED.

- 2 CALL COLUMN WITH STRUCTURAL STEEL LOCATED IN CENTER, REFER TO EXTENSION ELEVATIONS AND 5 INCH TYPICAL PLATE.
- 3 PROVIDE SOUND SEALS & DOOR BOTTOM, REFER TO DOOR SCHEDULE
- 2 LINE OF CANOPY, FLOOR & ROOF AREN'T, REFER TO ROOF PLAN
- 3 WHAT STRUCTURE WITH METAL FRAM TO MATCH WINDOW FRAME
- 3 STAINLESS STEEL, REFER TO PLUMBING PLANS PROVIDE 1/2" LONG AND 4" HIGH RISE PANEL ON

- [illegible]

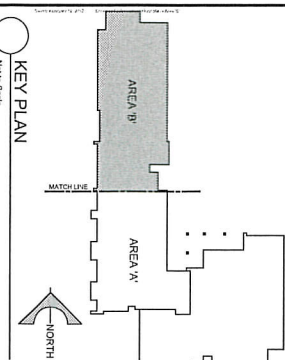
SCALE: 1/8" = 1'-0"

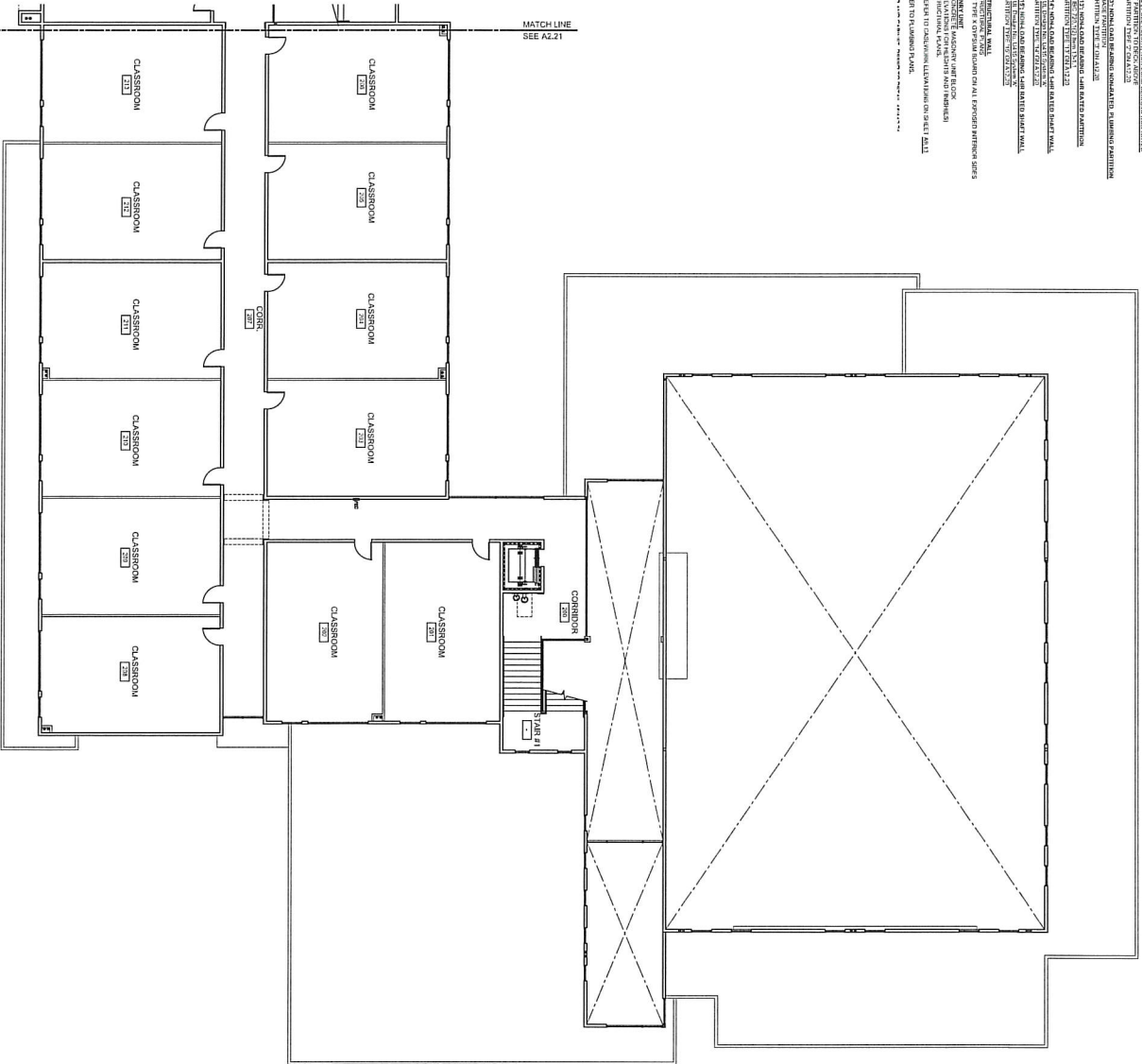
SECOND FLOOR PLAN - AREA 'B'

[illegible]

1. ALL INTERIOR PARTITIONS ARE TO BE PARTITION TYPE 1, UNLESS OTHERWISE NOTED.
2. NEED TO DETERMINE DIMENSIONS FOR LEADING WALL AND BEAM WALL CONSTRUCTION AND ATTACHMENT TO WALL.
3. COORDINATE WALL SPACES AND ARCHITECTURE. IT/PA SHALL BE PROVIDED WITH THE FOLLOWING INFORMATION:
 - A. WALL DIMENSIONS AND FINISHES OF STUDIOS, LUNARDS, OFFICE WORKERS.
 - B. IMPACTED PARTITION ROOM IMPACTS (A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z).
 - C. IDENTIFY TO THE PLAN FOR EACH ROOM THE ROOM NUMBER.
 - D. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.
 - E. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.
 - F. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.
 - G. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.
 - H. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.
 - I. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.
 - J. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.
 - K. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.
 - L. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.
 - M. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.
 - N. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.
 - O. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.
 - P. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.
 - Q. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.
 - R. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.
 - S. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.
 - T. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.
 - U. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.
 - V. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.
 - W. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.
 - X. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.
 - Y. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.
 - Z. COORDINATE WITH ARCHITECTURE FOR EACH ROOM.

- 1 - 3/4" x 4" ACCESS PANEL, @ 4" A.F.F., PLANT TO MATCH PAINTION FINISH
- 2 - GYM CLIMBING WITH STRUCTURAL STEEL LOCATED IN GYMNASIUM, REFER TO EXTERIOR ELEVATIONS AND STRUCTURAL PLANS.
- 3 - PROVIDE SQUAD STAIRS & DOOR CLOSET, REFER TO DOOR SCHEDULE
- 4 - LINE OF CLOSET, FLOOR & ROOF ARENA, REFER TO ROOF PLANS
- 5 - WARE STRUCTURE WITH METAL FRAM TO MATCH WINDOW FRAME
- 6 - GYMNASIUM, REFER TO PLUMBING PLANS, PROVIDE 40" L.O.D. AND 40" HIGH RAMP PANEL ON



[illegible]

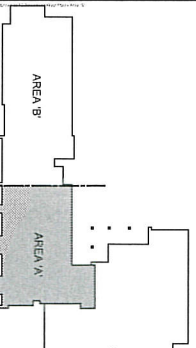
SECOND
A
SCALE: 1/8" = 1'-0"

1. ALL BUILDING HEIGHTS ARE TO BE MAXIMUM 12 FEET IN THE SAME VERTICAL.
2. BEAM IS STRUCTURAL MEMBRANE FOR BEARING LOAD AND SHOULD HAVE CONNECTIONS AND JOINTS TO BE REINFORCED WITH STEEL PLATE.
3. CONCRETE WALL, SPICES AND REINFORCEMENT SHALL BE PROVIDED WITH RING & SPOON REINFORCEMENT.
4. ALL WALL DIMENSIONS ARE FINAL SIZE OF STRUCTURES ON FINISHED FLOOR.
5. PROPOSED FLOOR TO BE CONCRETE SLAB, 120MM DEEP WITH 100MM FLOOR REINFORCEMENT REFER TO DRAW FOR ACTUAL REINFORCEMENT DETAILS.
6. CONNECTION TO PRECAST LOCATION OF ALL TIEBOLTS ARE ACCESS PANELS & ALUMINUM BRACKETS, THIS WILL BE PROVIDED FROM REMOVAL FROM TO INSTALLATION.
7. SET FIRST FLOOR SLAB IN FIVE AND FOUR FLOOR FLOOR REINFORCEMENT.

- 2) COL COLUMN WITH STRUCTURAL STEEL LOCATED IN CANTILER, REFER TO EXTERIOR ELEVATIONS AND STRUCTURAL PLANS.
- 3) PROVIDE SOUND SEAL & DOOR BOTTOM, REFER TO DOOR SCHEDULE
- 4) LINE OF CANTILER, FLOOR & ROOF ABOVE, REFER TO ROOF PLANS

- [illegible]

KEY F



2840 VIA CONTESSA
HENDERSON, NEVADA 89044

SECOND FLOOR
PLAN - AREA "A"
A2.20



12.1	ANTHONY, TERRY J. 1950, 60, BEARING UNLATERAL PATTERNS TO EITHER EYE, CHALAZA
12.2	BEARD, D. 1960, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 83

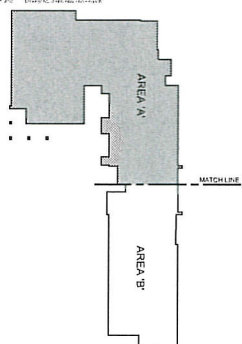
- [illegible]

1. ALL THE OTHER PARTS ARE MADE OF PARTITION TYPE 1.3 UNLESS OTHERWISE NOTED.
2. REUSE OF STRUCTURAL MEMBERS FOR BEARING WALLS AND BEAM WALL CONNECTIONS AND AT WALLHEAD DETAILS.
3. CONCRETE WALL, SPACES AND ACCESSORIES, SHALL BE PROVIDED WITH RE-ECORDED REINFORCEMENT.
4. ALL WALL BEARING ARE MADE FREE OF STRUCTURAL OR ORHANE WALLS.
5. PROTECT FROM FIRE, CORROSION, 1.300000 NOT ACTUAL, GRANT FROM FIRE CORROSION.
6. REUSE TO ONE, FROM ACTUAL REUSE FROM CORROSION.
7. CONNECT TO THE VARIOUS LOCATION OF THE STRUCTURAL ACCESSORIES, ALUMINUM, ADVANCEMENT, WITH VARIOUS LOCATION FROM APPROVAL, FROM TO INSTALLATION.
8. FROM FIRE CORROSION IS MADE FROM FROM FIRE CORROSION.

[illegible]

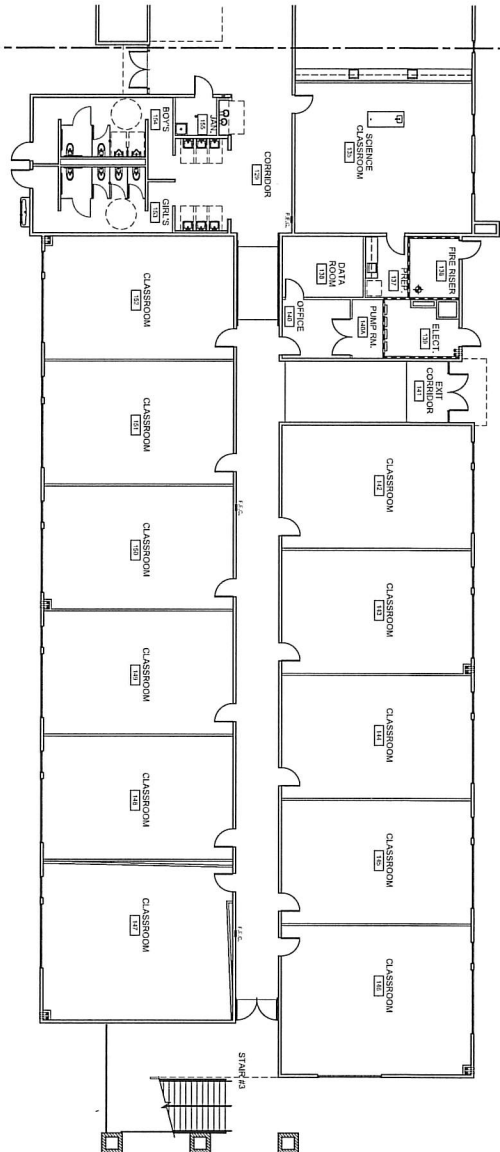
- [illegible]

KEY



A FIRST FLOOR PLAN - AREA 'B'

SCALE: 1/8" = 1'-0"



FLOOR PLAN LEGEND

1.0	PARTITION TYPE 2: 1/2\"
2.0	PARTITION TYPE 3: 1/2\"
3.0	PARTITION TYPE 4: 1/2\"
4.0	PARTITION TYPE 5: 1/2\"
5.0	PARTITION TYPE 6: 1/2\"
6.0	PARTITION TYPE 7: 1/2\"
7.0	PARTITION TYPE 8: 1/2\"
8.0	PARTITION TYPE 9: 1/2\"
9.0	PARTITION TYPE 10: 1/2\"
10.0	PARTITION TYPE 11: 1/2\"
11.0	PARTITION TYPE 12: 1/2\"
12.0	PARTITION TYPE 13: 1/2\"
13.0	PARTITION TYPE 14: 1/2\"
14.0	PARTITION TYPE 15: 1/2\"
15.0	PARTITION TYPE 16: 1/2\"
16.0	PARTITION TYPE 17: 1/2\"
17.0	PARTITION TYPE 18: 1/2\"
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99.0	PARTITION TYPE 100: 1/2\"



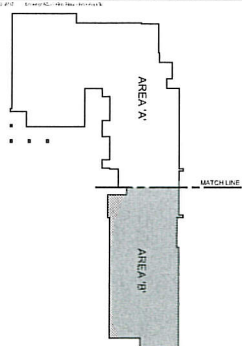
GENERAL NOTES

1. ALL INTERIOR PARTITIONS ARE TO BE PARTITION TYPE 1 UNLESS OTHERWISE NOTED.
2. REFER TO STRUCTURAL DRAWINGS FOR EXISTING WALL AND SLOPE WALL CONSTRUCTION AND CONCRETE WALL SPACES AND REINFORCING. FORM SHALL BE PROVIDED WITH THE BUILDING PERMIT APPLICATION.
3. ALL WALL PARTITIONS ARE TO BE 1/2\"
4. ALL WALL PARTITIONS ARE TO BE 1/2\"
5. REFER TO PERMITS FOR ALL PARTITIONS AND ALL PARTITIONS SHALL BE PROVIDED WITH THE BUILDING PERMIT APPLICATION.
6. CONSTRUCTION TO VERIFY LOCATION OF ALL UTILITIES, ACCESS PANELS, AND ALL UTILITIES, ETC. WITHIN EXISTING FLOOR PARTITION. PRIOR TO INSTALLATION.
7. REFER PERMITS FOR ALL PARTITIONS AND ALL PARTITIONS SHALL BE PROVIDED WITH THE BUILDING PERMIT APPLICATION.

FLOOR PLAN KEYNOTES

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100. 3\"

KEY PLAN



**PINECREST ACADEMY
CACTUS CAMPUS**

1385 E. CACTUS AVE
HENDERSON, NEVADA 89052



6965 S Eastern Avenue, Suite 220, Las Vegas, NV 89123
P: 702.450.1070 F: 702.454.7020 www.ahpsnv.com

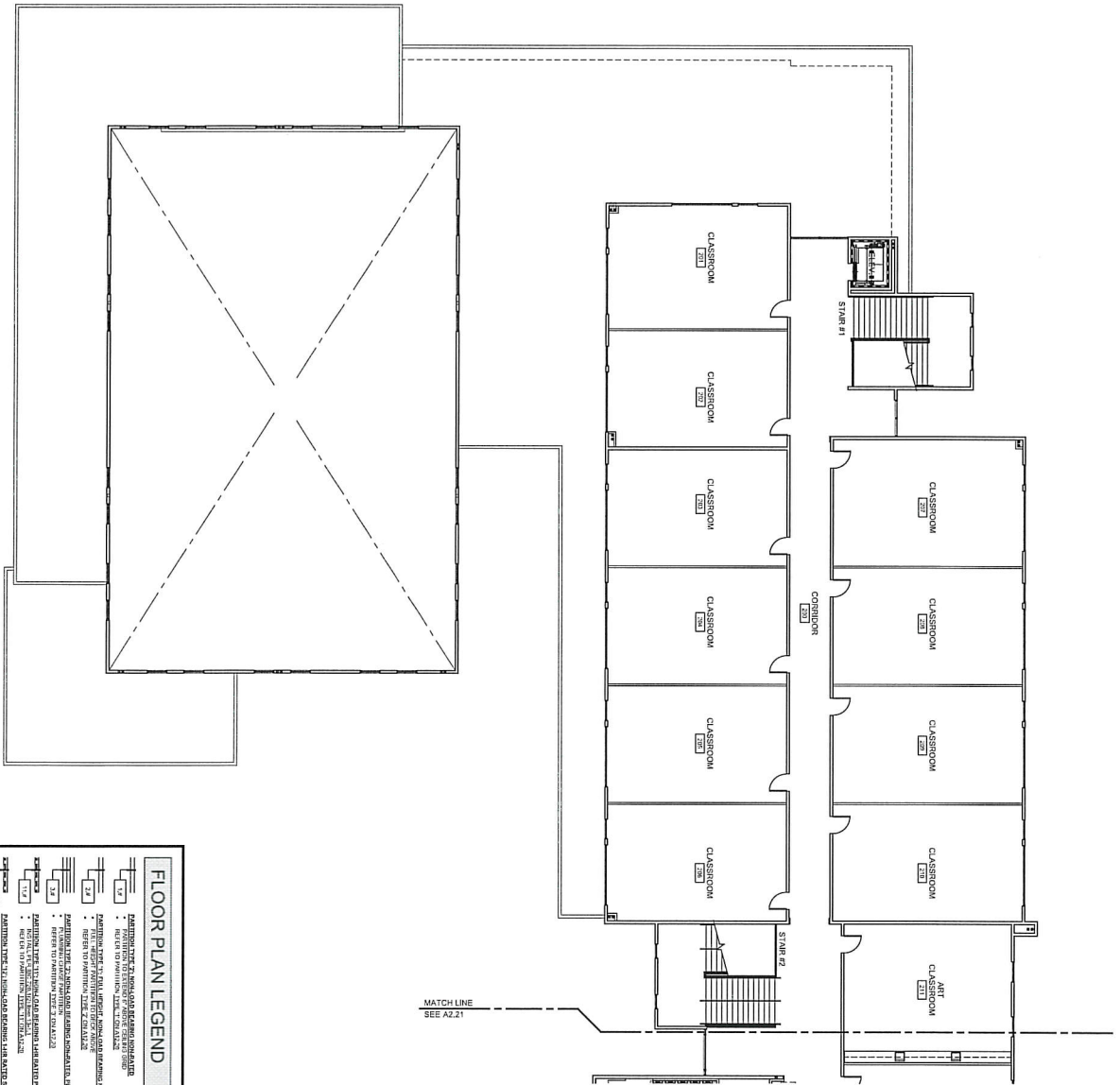


FIRST FLOOR
PLAN - AREA 'B'

A2.11

SECOND FLOOR PLAN - AREA 'A'

SCALE: 1/8" = 1'-0"



FLOOR PLAN LEGEND

- | | |
|----|--|
| 19 | <p>PAINTING TYPE 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, </p> |
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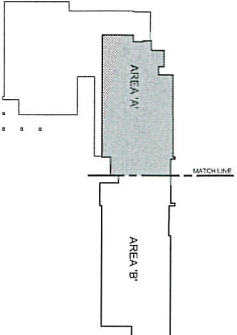
GENERAL NOTES

1. ALL WITHHOLDING PARTIES ARE TO BE PLASTERED PER 13 UNLESS OTHERWISE NOTED.
2. REEL IN STEEL REINFORCING BUNDLES ON BEARING WALLS AND BRUSH WALLS, CONSTRUCTION AND AT MINIMUM DETAIL.
3. CORRODED WALL BRACES AND MISCELLANEOUS TIEBARS SHALL BE PROTECTED WITH FIRE BLOCKING PER DETAIL.
4. ALL WALL DRUMS ARE TO BE FINISH UNLESS OTHERWISE NOTED.
5. IMPROVED PATTERN BLOCK REPAIRS IS A STORY SET PER ACTUAL PATTERN BLOCK REPAIRS. REFER TO CHIEF FOR SPECIAL REPAIR REQUIREMENTS.
6. CONCRETE TO VERTICALLY LOCATE ALL 1/2" REINFORCING ACCESS PANELS. ALLOW A V MINIMUM OF 12" TO 18" FOR REPAIRS TO BE MADE TO THE REPAIR AREA.
7. SET THE FINISH LINE AS AN INCH FROM THE PATTERN BLOCK REPAIR.

FLOOR PLAN KEYNOTES

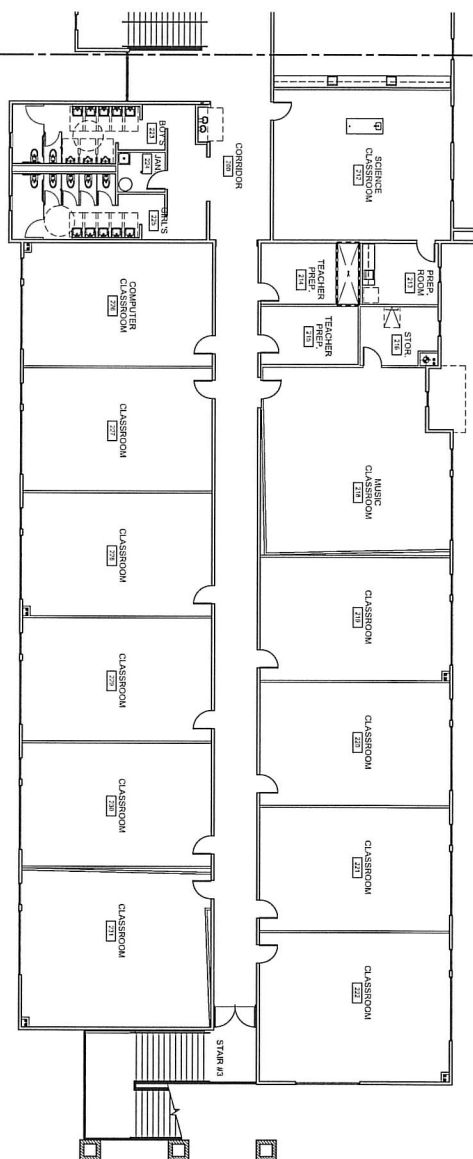
- [illegible]

KEY PLAN




SECOND FLOOR PLAN - AREA 'B'

SCALE: 1/8" = 1'-0"



MATCH LINE
SEE A2.20

FLOOR PLAN LEGEND

- | | | |
|---|-----|--|
|  | 9.9 | PAINTING TYPE 1, 2, 3 AND 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 83 |
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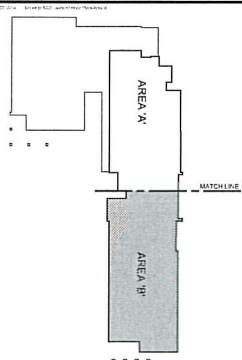
GENERAL NOTES

1. ALL INTERIOR PARTITIONS ARE TO BE PARTITION TYPE 1.3 (SHOWN ON EXHIBIT 1) UNLESS OTHERWISE NOTED.
2. REFER TO STRUCTURAL REQUIREMENTS FOR BEARING WALLS AND BEARING WALL CONSTRUCTION AND ATTACHMENT DETAILS.
3. CONCEALED WALL SPACES AND ARCHITECTURAL TRIM SHALL BE PROVIDED WITH FINE BLINDMOLD PER SECTION 210.
4. ALL WALL DIMENSIONS ARE FACE FACE OF STUDS UNLESS OTHERWISE NOTED.
5. PROJECTED PART OF CORNER RECEPTOR, 1" LONG BY 1/2" ACTUAL, SHOWN FROM 1" CORNER HEIGHTS.
6. REFER TO CASE, DRAWING FOR ACTUAL RECEPTOR HEIGHTS.
7. CONNECTION TO SUPPLY, CONTROL AND RETURN AIRWAYS, ACCESS PANELS, ALARMS & VENTILATORS, ETC. WITH CORRESPONDING APPROVAL, PRIOR TO INSTALLATION.
8. REFER TO CASE, DRAWING FOR APPROVED CORNER HEIGHTS.

FLOOR PLAN KEYNOTES

- [illegible]

KEY PLAN



Not to Scale

PINECREST ACADEMY
CACTUS CAMPUS

1385 E. CACTUS AVE
HENDERSON, NEVADA 89052

111



8985 S Eastern Avenue, Suite 220, Las Vegas, NV 89123
p: 702.456.1070 f: 702.456.7020 www.ethosthree.com

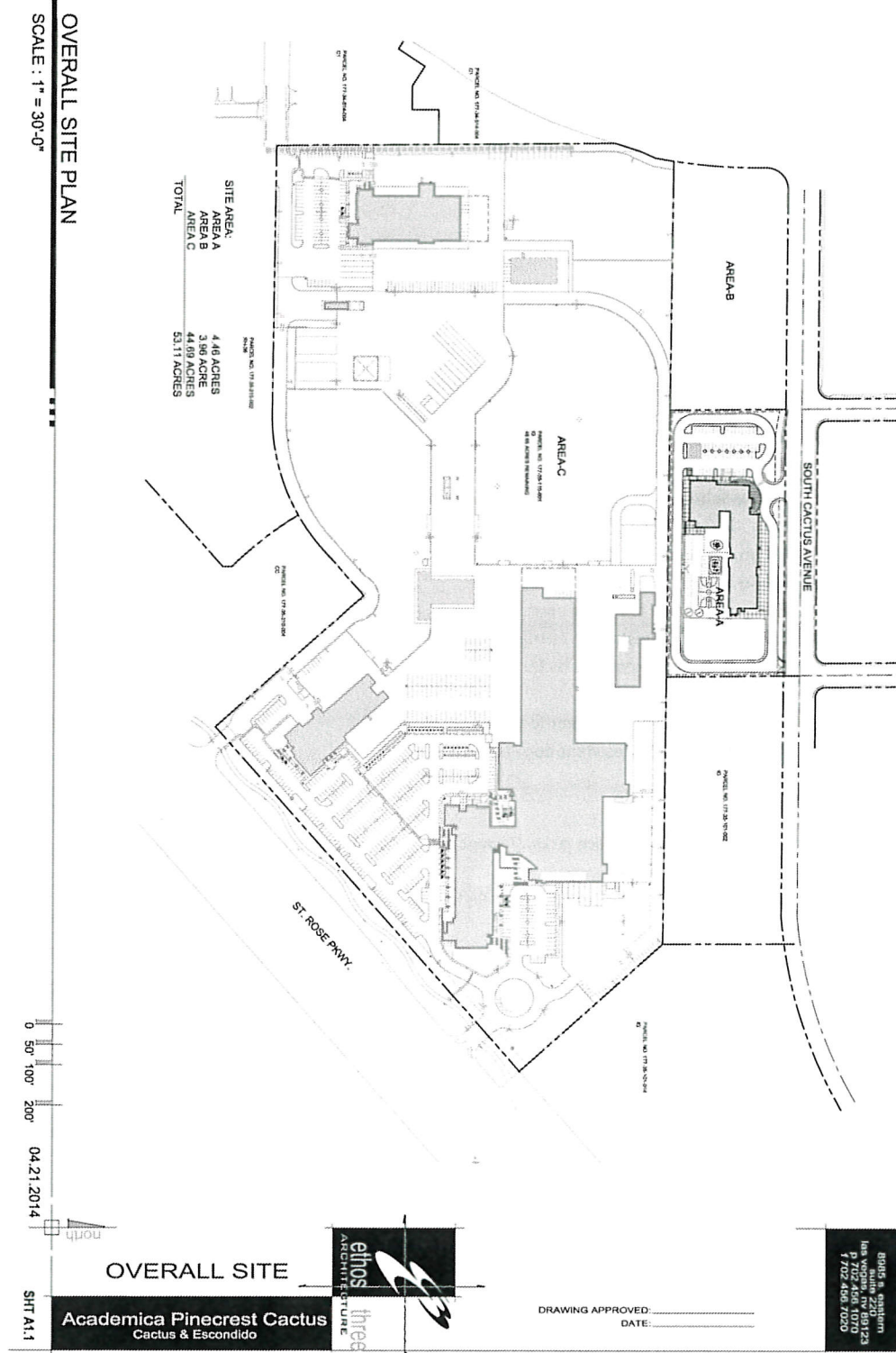
Attachment 6- Facility Floor Plan

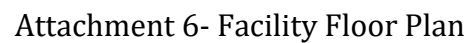
SECOND FLOOR
PLAN-AREA 'B'

2014102
project number
DECEMBER 8, 2014
date

SECOND FLOOR
PLAN-AREA 'B'

EXHIBIT 6.1-2
Schematic Plans





Property Owner Contact Information:

School Development South Boulder LLC
6457 Sunset Dr.
Miami, FL 33143
Attention: Roseanne Wright
Email: rosanne47@aol.com

There is a relationship between the current owner or landlord and the educational management organization. The Board disclosed such relationship to the SPCSA when the lease was signed. Pinecrest Academy and the landlord will obtain 2 separate independent appraisals. If the two appraisals do not agree a third appraiser will be hired to evaluate the two prior appraisals and come up with a purchase price.

Property Owner Contact Information:

CA Las Vegas ECA 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

CA Las Vegas 2840 VC 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

There is no knowledge of any relationship between the current owner or landlord and the schools, 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. If such a relationship becomes known, the Board will disclose such relationship to the SPCSA. Pinecrest will submit such information for review and approval prior to acquisition of any facility in compliance with NAC 386.3265.

Property Owner Contact Information:

CA Las Vegas ECA 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

CA Las Vegas 2840 VC 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

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CITY OF HENDERSON

Department of Building & Safety

240 Water Street

Henderson, NV 89015

(702) 267-3620



CERTIFICATE OF OCCUPANCY

This certificate is issued per the Building And Fire Safety Administrative Code

At the time of issuance, this building was deemed to be in substantial compliance with fire, safety and structural provisions of the adopted building codes based upon periodic inspections of work during construction. This certificate of occupancy should not be relied upon as evidence that the construction is in actual compliance with all applicable building codes or that the construction meets the minimum standards of a specific industry.

1360 S BOULDER HWY

Situs Address

BEDT 2012004343

A3/E

VB SP

MC

CORRIDOR/COMMUNITY MIXED-UE

Building Permit Number

Occupancy Group

Construction Type

Zone Code

Description

August 14, 2012

Date

SCHOOL DEV S BOULDER L L C
6340 SUNSET DR

MIAMI FL 331434836

Building Official

POST IN A CONSPICUOUS PLACE

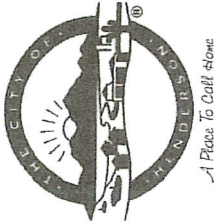
CITY OF HENDERSON

Department of Building & Safety

240 Water Street

Henderson, NV 89015

(702) 267-3620



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1380 S BOULDER HWY

Situs Address

BEDT 2012004342

Building Permit Number

August 9, 2012

Date

MC CORRIDOR/COMMUNITY MIXED-US

Zone Code

Construction Type

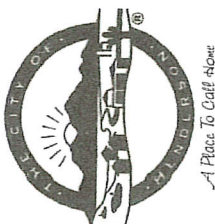
Occupancy Group

Description

SCHOOL DEV S BOULDER L L C
6340 SUNSET DR
MIAMI FL 331434836

Building Official

POST IN A CONSPICUOUS PLACE



CITY OF HENDERSON
 Department of Building & Safety
 240 Water Street
 Henderson, NV 89015
 (702) 267-3620

CERTIFICATE OF OCCUPANCY

This certificate is issued per the Building And Fire Safety Administrative Code

At the time of issuance, this building was deemed to be in substantial compliance with fire, safety and structural provisions of the adopted building codes based upon periodic inspections of work during construction. This certificate of occupancy should not be relied upon as evidence that the construction is in actual compliance with all applicable building codes or that the construction meets the minimum standards of a specific industry.

1340 S BOULDER HWY

Situs Address

BEDT 2012004344

Building Permit Number

Occupancy Group

Construction Type

Zone Code

Description

MC

CORRIDOR/COMMUNITY MIXED-US

August 9, 2012

Date

Mohammed Taha

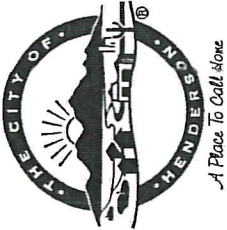
Building Official

SCHOOL DEV S BOULDER L L C
 6340 SUNSET DR
 MIAMI FL 331434836

POST IN A CONSPICUOUS PLACE

CITY OF HENDERSON

Department of Building & Safety
 240 S. Water Street
 Henderson, NV 89015
 (702) 267-3620



CERTIFICATE OF OCCUPANCY

This certificate is issued per the Building And Fire Safety Administrative Code

At the time of issuance, this building was deemed to be in substantial compliance with fire, safety and structural provisions of the adopted building codes based upon periodic inspections of work during construction. This certificate of occupancy should not be relied upon as evidence that the construction is in actual compliance with all applicable building codes or that the construction meets the minimum standards of a specific industry.

2840 VIA CONTESSA

Situs Address

BEDC 2015004044

A3/E

VB SP

PC

PLANNED COMMUNITY

Building Permit Number

September 16, 2016

Occupancy Group**Construction Type****Zone Code****Description****Date**

Mohammed Tadi

Building Official

C A LAS VEGAS 2840 V C L L C
 %PINECREST ACADEMY OF NEVADA
 8235 S EASTERN AVE #150
 LAS VEGAS NV 891230000

POST IN A CONSPICUOUS PLACE

B1608

CITY OF HENDERSON

Department of Building & Safety

240 Water Street

Henderson, NV 89015

(702) 267-3620



CERTIFICATE OF OCCUPANCY

This certificate is issued per the Building And Fire Safety Administrative Code
At the time of issuance, this building was deemed to be in substantial compliance with fire, safety
and structural provisions of the adopted building codes based upon periodic inspections of work during construction.
This certificate of occupancy should not be relied upon as evidence that the construction is in actual compliance
with all applicable building codes or that the construction meets the minimum standards of a specific industry.

1385 E CACTUS AVE
Situs Address

REDC 2015000470
Building Permit Number

E
Occupancy Group

VB SP
Construction Type

CC
Zone Code

COMMUNITY COMMERCIAL
Description

August 19, 2015
Date

Mohammed Tadi
Building Official

CA LAS VEGAS E C A L L C
%TURNER AGASSI CHTR SCHOOL~%B SH
3000 OLYMPIC BLVD #2120
SANTA MONICA CA 904040000

POST IN A CONSPICUOUS PLACE

LEA NAME: Academica NevadaSCHOOL NAME: Pinecrest Academy of Nevada(Number 1 of 1, make copies as necessary)**AMP FORM 2 - SCHOOL BUILDING LIST**

List each building used as a school building for this school (e.g., on-site administration building, maintenance building, storage building and any off-site building used for classrooms, etc.). List the date of the original construction and any subsequent additions. Place an "X" in the appropriate column to note whether the building has friable ACBM, non-friable ACBM, friable and non-friable suspected ACBM assumed to be ACM or no ACBM (i.e., no ACBM at the time of construction). If there is no ACBM in the building as a result of a removal action, note "removal" and insert the date (e.g., removal - 2/10/04) in the "No ACBM" column.

Name of Building	Address	Construction Date(s)	Friable ACBM*	Non-Friable ACBM	Friable and Non-Friable Suspected ACBM Assumed to be ACM**	No ACBM
Building A	1360 South Boulder Highway Henderson, Nevada 89015	2012				X
Building B	1350 South Boulder Highway Henderson, Nevada 89015	2012				X
Building C	1370 South Boulder Highway Henderson, Nevada 89015	2012				X

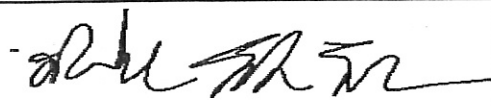
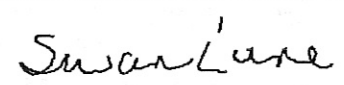
*ACBM - Asbestos-Containing Building Material

**ACM - Asbestos-Containing Material

DATE: 8/15/2012**ATTACHMENT**

- If a new school building was constructed after October 12, 1988 and is asbestos-free, attach a signed statement from an architect or project engineer responsible for the construction of the building, or by an accredited inspector, indicating that no ACBM was specified as a building material in any construction document for the building, or, to the best of his or her knowledge, no ACBM was used as a building material. Provide a copy of this statement to the EPA Regional Office. This information is required under 40 CFR § 763.99 (a)(7)). Provide the state/license number for the architect/project engineer or, for the inspector, provide the state of accreditation, and, if applicable, the accreditation number for the inspector. Although not required, EPA suggests attaching to this statement a copy of the licensing document for the architect/project engineer, or for the inspector, a copy of the inspector's accreditation certificate.

SNHD Southern Nevada Health District		SOUTHERN NEVADA HEALTH DISTRICT SCHOOL INSPECTION REPORT						Page 1 of 2	
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	
PR0102149	PINECREST ACADEMY HORIZON CAMPUS PINECREST ACADEMY HORIZON				0 -			EE7000665	
ADDRESS					RISK CAT.	P.E. CODE	DISTRICT	LOCATION	PERMIT STATUS
1360 S BOULDER Henderson, NV 89015					4-2	4204	21		ACTIVE
NEVADA CLEAN INDOOR AIR ACT: <input type="checkbox"/> COMPLIANCE REQUIRED <input type="checkbox"/> EXEMPT					CONTACT PERSON:				
CURRENT SERVICE	EHS	SERVICE	DATE	TIME IN	TIME OUT	TRAVEL MIN	INSPECTION RESULT		SEWER
	EE7000665	Routine Inspection	10/10/2017	10:45AM	12:30PM	0	Compliant		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									
					IN	OUT			
	Loss or interruption of electrical service other utility required for the operation of the heating and air conditioning. (NAC 444.56822.2.b.1)				<input checked="" type="checkbox"/>	<input type="checkbox"/>			
	Interruption or contamination of potable water supply. (NAC 444.56822.2.b.3)				<input checked="" type="checkbox"/>	<input type="checkbox"/>			
	Presence of insects, rodents or other vermin that constitutes a significant threat to health or safety. (NAC 444.56822.2.b.5)				<input checked="" type="checkbox"/>	<input type="checkbox"/>			
	Improper disposal of sewage or liquid waste. (NAC 444.56822.2.b.4)				<input checked="" type="checkbox"/>	<input type="checkbox"/>			
	Any condition or equipment used that constitutes unreasonable risk of physical injury. (NAC 444.56822.2.b.8)				<input checked="" type="checkbox"/>	<input type="checkbox"/>			
	Presence of toxic material that is labeled, stored or used improperly. (NAC 444.56822.2.b.6)				<input checked="" type="checkbox"/>	<input type="checkbox"/>			
	Toxic or noxious gases, vapors, fumes, mist or particulates in concentrations which are dangerous to life or health. (NAC 444.56822.2.b.7)				<input checked="" type="checkbox"/>	<input type="checkbox"/>			
	Classrooms and other areas that occupy students or staff that has ambient temperatures less than 60 or more than 93 degrees Fahrenheit. (NAC 444.56822.2.b.9)				<input checked="" type="checkbox"/>	<input type="checkbox"/>			
SECTION 1 - Student Health									
					IN	OUT	N/A	COS	NO
1	Isolation of sick students ensured. Resting surfaces of non-absorbing material cleaned and sanitized before use by a student				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Medications stored inaccessible to students in cabinets or in locked container in refrigerator				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SECTION 2 - Classrooms-Instruction and Vocational									
					IN	OUT	N/A	COS	NO
3	Installed eye-wash stations and showers in classrooms in which acidic, basic, flammable or other hazardous materials are handled				<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Classrooms including specialty classrooms (art, music, home economics, PE, special education) maintained in good condition, clean and free from hazards or litter				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Equipment for specialty classrooms (art, photography, graphics, science, woodwork and auto shops) properly located, installed/vented as required and maintained in good condition. Access by authorized persons only. Warnings and information conspicuously posted				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Pets kept or handled in classroom as required by NAC 444.56834				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Areas or Rooms used for vocational activities or science laboratory must have at least one hand wash sink supplied with hot and cold water and with paper towels and soap that are properly dispensed. Eating and drinking prohibited in such areas or rooms.				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SECTION 3 - Gym and Locker Rooms									
					IN	OUT	N/A	COS	NO
8	Gym, locker rooms and associated activity or storage rooms maintained clean, in good condition, with sound surfacing and free from hazards.				<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Showers maintained free of leaks, floors free of litter or stains. When used, showers are provided with hot and cold water at a maximum temperature of 110°F.				<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SECTION 4 - Utilities, Custodial, Facilities									
					IN	OUT	N/A	COS	NO
10	Custodian(s) prepared to remediate areas contaminated by hazardous, biological or chemical materials.				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Drinking fountains accessible to students in classrooms or nearby study/work areas, clean and in good operating condition; supply of drinking water provided at outdoor events and gymnasiums.				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Lighting adequate as required. Bulbs/tubes lit and fixtures in good condition.				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Utility rooms/areas (electrical panels, riser, boiler, chiller) in good order, clean and secured inaccessible to unauthorized persons. GFCI installed and functioning as and where required.				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Water from approved source, free from cross connections and available. Backflow prevention devices installed and tested and passed as required.				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	Hazardous materials (flammables, toxic chemicals, paint) properly stored and secured inaccessible to unauthorized persons				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SND SCHOOL INSPECTION REPORT PR0102149		Facility Name: PINECREST ACADEMY HORIZON CAMPUS- PINECREST ACADEMY HORIZON		Date: 10/10/2017		Page 2 of 2	
16	Equipment properly drained to sewer. Sewage disposed of in an approved manner.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17	Building(s) protected from vermin access.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18	Fresh air in classrooms and other indoor instruction/occupied areas maintained at between 65oF and 85oF.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19	Restroom facilities adequate, accessible, clean, in good condition and with properly sized containers for refuse disposal, appropriately placed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20	Restroom fixtures in good, clean and working condition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
21	Toilet tissue available in stalls from approved dispensers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
22	Lavatories provided where required. Adequate, properly installed and stocked. Lavatories provided with warm water of adequate flow and adequate time.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SECTION 5 - Playgrounds, Field, External Grounds		IN	OUT	N/A	COS	NO	R
23	Playground and field equipment properly installed, and maintained to CPSC requirements in a clean condition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
24	Playground/Field surfacing in good condition. Area clean and free from hazards. Meets CPSC requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
25	Walkways properly constructed and maintained	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
26	Garbage/refuse properly disposed of	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
27	Exterior of facility clean and free from litter and hazards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SECTION 6 - Food Service		IN	OUT	N/A	COS	NO	R
28	Food storage in approved location; Refrigerators protected from vermin/spoilage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
29	Snack bar or student store maintained and operating as required by health permit.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
30	Unpermitted food activities occurring on campus.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
TEMPERATURE OBSERVATIONS							
No Temperature Observations							
VIOLATIONS, OBSERVATIONS AND CORRECTIVE ACTIONS							
Item No	Observations & Corrective Actions						
4	Violation: Ceiling shows evidence of water stains--Bldg C, Rm 31. Corrective Action: Locate source of moisture, repair, replace tile.						
11	Violation: Outdoor drinking fountain dirty with bird droppings. Corrective Action: Clean, sanitize and maintain. (NAC 444.56856.1)						
22	Violation: Automatic faucets turn off water in less than 20 seconds--handsink in girls' restroom opposite Rm. 23. Corrective Action: Repair or adjust fixture as necessary. Violation: Caulk at student handsinks is in disrepair. Corrective Action: Re-caulk to provide smooth, cleanable surface. Violation: Hot water temperature greater than 110°F, water is 120°F--Health Office restroom. Corrective Action: Adjust to provide hot water temperature less than 110°F. Water has been turned off, alternate sink in use. Maintain lavatory out of use until temperature is maintained no more than 110°F						
24	Violation: Several holes in the protective surfacing around the climbable equipment in the older yard. Corrective Action: Repair to maintain fall protection.						
Overall Inspection Comments: michaelmcmahon@pinecrestnv.org							
Received by (signature)		Received by (printed)		EHS (signature)			
		mik mcmahone director of maintenance		 Susan Lane			
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.							

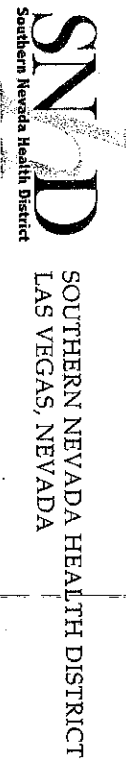
Inspection Type: <i>Annual Fire Permit</i>	Permit Number: <i>FF10 2012481277</i>	Date: <i>8-16-17</i>	Inspector: <i>J. Coffey</i>
Description of Inspection Area:		Manager / Owner / Property Management: <i>Mike McMahon</i>	
Business Name: <i>Pinecrest Academy Horizon</i>		Contact Person / Phone #:	
Street Address: <i>1360 S. Boulder Hwy</i>		Suite #: <i>702-468-5955</i>	

[illegible]

20

J. Coffey
FIRE INSPECTOR

POST IN A CONSPICUOUS PLACE

**HEALTH PERMIT**

THIS CERTIFIES THAT THE ESTABLISHMENT LOCATED AT THE ADDRESS SHOWN BELOW AND OWNED AND/OR OPERATED BY ENTITY INDICATED HAS BEEN FOUND TO BE OPERATING IN CONFORMANCE WITH THE HEALTH LAWS AND REGULATIONS PROMULGATED BY THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION AND THE SOUTHERN NEVADA DISTRICT BOARD OF HEALTH. THIS CERTIFICATE GRANTS THE APPLICANT APPROVAL TO OPERATE THE TYPE OF ESTABLISHMENT INDICATED, BUT IS REVOCABLE AT ANY TIME BY THE SOUTHERN NEVADA HEALTH DISTRICT OFFICER FOR FAILURE ON PART OF THE PERMITTEE TO MEET STATE AND DISTRICT HEALTH LAWS AND REGULATIONS.

OWNED AND OPERATED BY

SCHOOL DEVELOPMENT SOUTH BOULDER, LI

BUSINESS | ADDRESS

PINECREST ACADEMY HORIZON
1360 S BOULDER
Henderson, NV 89015

TYPE OF ESTABLISHMENT

ELEMENTARY SCHOOLPERMIT IS NOT
TRANSFERABLE

DATE GRANTED | EXPIRES

07/01/2017 | 06/30/2018

PERMIT NUMBER

PR0102149

JOSEPH ISER, M.D. | Chief Health Officer

FEE PAID

\$ 118.00

ENVIRONMENTAL
HEALTH SPECIALIST

Susan Lane

AREA

HENDERSON

POST IN A CONSPICUOUS PLACE

SOUTHERN NEVADA HEALTH DISTRICT
LAS VEGAS, NEVADA**HEALTH PERMIT**

THIS CERTIFIES THAT THE ESTABLISHMENT LOCATED AT THE ADDRESS SHOWN BELOW AND OWNED AND/OR OPERATED BY ENTITY INDICATED HAS BEEN FOUND TO BE OPERATING IN CONFORMITY WITH THE HEALTH LAWS AND REGULATIONS PROMULGATED BY THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION AND THE SOUTHERN NEVADA DISTRICT BOARD OF HEALTH. THIS CERTIFICATE GRANTS THE APPLICANT APPROVAL TO OPERATE THE TYPE OF ESTABLISHMENT INDICATED, BUT IS REVOCABLE AT ANY TIME BY THE SOUTHERN NEVADA HEALTH DISTRICT OFFICER FOR FAILURE ON PART OF THE PERMITTEE TO MEET STATE AND DISTRICT HEALTH LAWS AND REGULATIONS.

OWNED AND OPERATED BY

BUSINESS | ADDRESS

SCHOOL DEVELOPMENT SOUTH BOULDER, LI

PINECREST ACADEMY HORIZON KITCHEN
1360 S BOULDER
Henderson, NV 89015PERMIT IS NOT
TRANSFERABLE

TYPE OF ESTABLISHMENT

ELEMENTARY SCHOOL KITCHENS

DATE GRANTED | EXPIRES

07/01/2017 | 06/30/2018

PERMIT NUMBER

PR0102150

FEE PAID

\$ 121.00

AREA

HENDERSON

ENVIRONMENTAL
HEALTH SPECIALIST

JOSEPH ISER, M.D. | Chief Health Officer

Susan Lane



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							
PR0102150	PINECREST ACADEMY HORIZON CAMPUS PINECREST ACADEMY HORIZON KITCHEN	() -	500	EE7000956							
ADDRESS 1360 S BOULDER Henderson, NV 89015	RISK CAT. 1-3	P.E. CODE 1103	DISTRICT 21	LOCATION PERMIT STATUS ACTIVE							
NEVADA CLEAN INDOOR AIR ACT: <input type="checkbox"/> COMPLIANCE REQUIRED <input type="checkbox"/> EXEMPT		CONTACT PERSON: Annette Graunke									
CURRENT SERVICE	EHS	SERVICE	DATE	TIME IN	TIME OUT	DEMERITS	FINAL GRADE	TRAVEL MIN	INSPECTION RESULT	SEWER	WATER
	EE7000956	Routine Inspection	2/13/2018	10:35AM	11:00AM	5	A	15	"A" Grade	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

A	Interruption of electrical service		<input type="checkbox"/>				
B	No potable water or hot water		<input type="checkbox"/>				
C	Gross unsanitary occurrences or conditions including pest infestation		<input type="checkbox"/>				
D	Sewage or liquid waste not disposed of in an approved manner		<input type="checkbox"/>				
E	Lack of adequate refrigeration		<input type="checkbox"/>				
F	Lack of adequate employee toilets and handwashing facilities		<input type="checkbox"/>				
G	Misuse of poisonous or toxic materials		<input type="checkbox"/>				
H	Suspected foodborne illness outbreak		<input type="checkbox"/>				
I	Emergency such as fire and/or flood		<input type="checkbox"/>				
J	Other condition or circumstance that may endanger public health		<input type="checkbox"/>				

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.	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Handwashing (as required, when required, proper glove use, no bare hand contact of ready to eat foods). Foodhandler health restrictions as required.	<input type="checkbox"/>	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Hot and cold running water from approved source as required.	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Imminently dangerous cross connection or backflow. Waste water and sewage disposed into public sewer or approved facility.	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Food wholesome; not spoiled, contaminated, or adulterated.	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	PHF/TCSs cooked and reheated to proper temperatures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	■	<input type="checkbox"/>	<input type="checkbox"/>
8	PHF/TCSs properly cooled.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	■	<input type="checkbox"/>
9	PHF/TCSs at proper temperatures during storage, display, service, transport, and holding.	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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.	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Food protected from potential contamination during storage and preparation.	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Food protected from potential contamination by chemicals. Toxic items properly labeled, stored and used.	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Food protected from potential contamination by employees and consumers.	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	Handwashing facilities adequate in number, stocked, accessible, and limited to handwashing only.	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16	Effective pest control measures. Animals restricted as required.	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	Hot and cold holding equipment present; properly designed, maintained and operated.	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18	Accurate thermometers (stem & hot/cold holding) provided and used.	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19	PHF/TCSs properly thawed. Fruits and vegetables washed prior to preparation or service.	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20	Single use items not reused or misused.	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	Person in charge available and knowledgeable/management certification. Foodhandler card as required. Facility has an effective employee health policy.	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	Backflow prevention devices and methods in place and maintained.	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Attachment 9 - Facility Code Compliance FOOD ESTABLISHMENT INSPECTION REPORT PR0102150	Facility Name: PINECREST ACADEMY HORIZON CAMPUS ACADEMY HORIZON KITCHEN	Date: 02/13/2018	Page 2 of 3
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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.	■	<input type="checkbox"/>	<input type="checkbox"/>
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.	■	<input type="checkbox"/>	<input type="checkbox"/>
26	Facilities for washing and sanitizing kitchenware approved, adequate, properly constructed, maintained and operated.	■	<input type="checkbox"/>	<input type="checkbox"/>
27	Appropriate sanitizer test kits provided and used. Equipment and ware washing thermometer(s) are required. Wiping cloths and linens stored and used properly.	■	<input type="checkbox"/>	<input type="checkbox"/>
28	Small wares and portable appliances approved, properly designed, in good repair.	■	<input type="checkbox"/>	<input type="checkbox"/>
29	Utensils, equipment, and single serve items properly handled, stored, and dispensed.	■	<input type="checkbox"/>	<input type="checkbox"/>
30	Nonfood contact surfaces and equipment properly constructed, installed, maintained and clean.	■	<input type="checkbox"/>	<input type="checkbox"/>
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.	■	<input type="checkbox"/>	<input type="checkbox"/>
32	Facility in sound condition and maintained (floors, walls, ceilings, plumbing, lighting, ventilation, etc.).	■	<input type="checkbox"/>	<input type="checkbox"/>


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
sweet & sour chicken		154.80 F	HH
rice		155.40 F	HH
chocolate milk		40.60 F	CH

VIOLATIONS, OBSERVATIONS AND CORRECTIVE ACTIONS	
Item No	Observations & Corrective Actions
2	<p>Violation: Food handler not properly washing hands when required. Inspector observation: EHS observed staff member open the door with gloves on, remove gloves, and procede to do put on another set with out washing hands. EHS stopped the operator and educated on the need to wash hands prior to putting on another set of gloves. Operator threw out the gloves and washed hands before putting on another set. Corrective Action: Educate employees on proper hand washing procedures. Wash hands when required including: after touching bare human body parts other than clean hands and clean exposed portions of arms; after using the toilet room; after coughing, sneezing, using a handkerchief or disposable tissue, using tobacco, eating, or drinking (except for drinking from a closed container handled to prevent contamination as stated in 2-401.11(B)), after handling soiled equipment or utensils, during food preparation as often as necessary to remove soil and contamination and to prevent cross-contamination when changing tasks, when switching between working with raw animal products and working with ready-to-eat food; when using gloves for working with food hands shall be washed before donning gloves for working with food, after removing gloves when handling raw animal products, and after engaging in other activities that contaminate the hands. (2-2; 2-3; 3-301.11; 3-304)</p>

Overall Inspection Comments:
 Inspection report will be emailed to annette.grunke@phnecrestnv.org; flynn.stern@pinecrestnv.org

Food establishment regulations (2010) and educational materials available at www.SouthernNevadaHealthDistrict.org/ferl

Section 1 Demerits	5	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.
Section 2 Demerits	0	
Total Demerits	5	
Initial Inspection Grade	A	
<input type="checkbox"/> This grade resulted from a repeat critical or major violation.		
Reinspection Fee:	N/A	
Fee required to be paid within 10 business days or prior to reinspection		Inspector name: Erin Cavin

Received by (signature)	Received by (printed)	EHS (signature)
		 Erin Cavin

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



Your inspection experience is important to us! Please provide us with feedback regarding your most recent inspection by taking this 3-minute anonymous survey. The survey can be found at <https://www.surveymonkey.com/r/SNHDEH>

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.

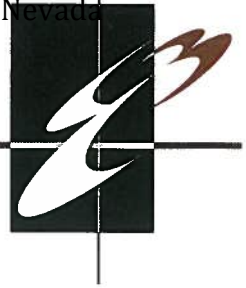


SCHOOL INSPECTION REPORT

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				
PR0115217	PINECREST ACADEMY INSPIRADA CAMPUS PINECREST ACADEMY INSPIRADA K-12				(702) 715-5916			EE7000665				
ADDRESS 2840 VIA CONTESSA Henderson, NV 89014					RISK CAT. 4	P.E. CODE 4206	DISTRICT 34	LOCATION	PERMIT STATUS ACTIVE			
NEVADA CLEAN INDOOR AIR ACT: <input type="checkbox"/> COMPLIANCE REQUIRED <input type="checkbox"/> EXEMPT					CONTACT PERSON:							
CURRENT SERVICE	EHS	SERVICE	DATE	TIME IN	TIME OUT	TRAVEL MIN	INSPECTION RESULT		SEWER	WATER		
	EE7000665	Routine Inspection	3/15/2018	7:50AM	10:05AM	0	Compliant		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												
	Loss or interruption of electrical service other utility required for the operation of the heating and air conditioning. (NAC 444.56822.2.b.1)						IN	OUT				
	Interruption or contamination of potable water supply. (NAC 444.56822.2.b.3)						IN	OUT				
	Presence of insects, rodents or other vermin that constitutes a significant threat to health or safety. (NAC 444.56822.2.b.5)						IN	OUT				
	Improper disposal of sewage or liquid waste. (NAC 444.56822.2.b.4)						IN	OUT				
	Any condition or equipment used that constitutes unreasonable risk of physical injury. (NAC 444.56822.2.b.8)						IN	OUT				
	Presence of toxic material that is labeled, stored or used improperly. (NAC 444.56822.2.b.6)						IN	OUT				
	Toxic or noxious gases, vapors, fumes, mist or particulates in concentrations which are dangerous to life or health. (NAC 444.56822.2.b.7)						IN	OUT				
	Classrooms and other areas that occupy students or staff that has ambient temperatures less than 60 or more than 93 degrees Fahrenheit. (NAC 444.56822.2.b.9)						IN	OUT				
SECTION 1 - Student Health							IN	OUT	N/A	COS	NO	R
1	Isolation of sick students ensured. Resting surfaces of non-absorbing material cleaned and sanitized before use by a student						IN	OUT				
2	Medications stored inaccessible to students in cabinets or in locked container in refrigerator						IN	OUT				
SECTION 2 - Classrooms-Instruction and Vocational							IN	OUT	N/A	COS	NO	R
3	Installed eye-wash stations and showers in classrooms in which acidic, basic, flammable or other hazardous materials are handled						IN	OUT				
4	Classrooms including specialty classrooms (art, music, home economics, PE, special education) maintained in good condition, clean and free from hazards or litter						IN	OUT				
5	Equipment for specialty classrooms (art, photography, graphics, science, woodwork and auto shops) properly located, installed/vented as required and maintained in good condition. Access by authorized persons only. Warnings and information conspicuously posted						IN	OUT				
6	Pets kept or handled in classroom as required by NAC 444.56834						IN	OUT				
7	Areas or Rooms used for vocational activities or science laboratory must have at least one hand wash sink supplied with hot and cold water and with paper towels and soap that are properly dispensed. Eating and drinking prohibited in such areas or rooms.						IN	OUT				
SECTION 3 - Gym and Locker Rooms							IN	OUT	N/A	COS	NO	R
8	Gym, locker rooms and associated activity or storage rooms maintained clean, in good condition, with sound surfacing and free from hazards.						IN	OUT				
9	Showers maintained free of leaks, floors free of litter or stains. When used, showers are provided with hot and cold water at a maximum temperature of 110oF.						IN	OUT				
SECTION 4 - Utilities, Custodial, Facilities							IN	OUT	N/A	COS	NO	R
10	Custodian(s) prepared to remediate areas contaminated by hazardous, biological or chemical materials.						IN	OUT				
11	Drinking fountains accessible to students in classrooms or nearby study/work areas, clean and in good operating condition; supply of drinking water provided at outdoor events and gymnasiums.						IN	OUT				
12	Lighting adequate as required. Bulbs/tubes lit and fixtures in good condition.						IN	OUT				
13	Utility rooms/areas (electrical panels, riser, boiler, chiller) in good order, clean and secured inaccessible to unauthorized persons. GFCI installed and functioning as and where required.						IN	OUT				
14	Water from approved source, free from cross connections and available. Backflow prevention devices installed and tested and passed as required.						IN	OUT				
15	Hazardous materials (flammables, toxic chemicals, paint) properly stored and secured inaccessible to unauthorized persons						IN	OUT				

Attachment 9- Facility Code Compliance		Pinecrest Academy of Nevada		Page 2 of 2	
 SCHOOL DISTRICT OF PINE COUNTY PR0115217		PINECREST ACADEMY INSPIRADA CAMPUS ACADEMY INSPIRADA K-12		Date: 03/15/2018	
16	Equipment properly drained to sewer. Sewage disposed of in an approved manner.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	Building(s) protected from vermin access.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18	Fresh air in classrooms and other indoor instruction/occupied areas maintained at between 65oF and 85oF.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19	Restroom facilities adequate, accessible, clean, in good condition and with properly sized containers for refuse disposal, appropriately placed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20	Restroom fixtures in good, clean and working condition.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	Toilet tissue available in stalls from approved dispensers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	Lavatories provided where required. Adequate, properly installed and stocked. Lavatories provided with warm water of adequate flow and adequate time.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SECTION 5 - Playgrounds, Field, External Grounds		IN	OUT	N/A	COS
23	Playground and field equipment properly installed, and maintained to CPSC requirements in a clean condition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24	Playground/Field surfacing in good condition. Area clean and free from hazards. Meets CPSC requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25	Walkways properly constructed and maintained	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26	Garbage/refuse properly disposed of	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27	Exterior of facility clean and free from litter and hazards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SECTION 6 - Food Service		IN	OUT	N/A	COS
28	Food storage in approved location; Refrigerators protected from vermin/spoilage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29	Snack bar or student store maintained and operating as required by health permit.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30	Unpermitted food activities occurring on campus.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEMPERATURE OBSERVATIONS					
No Temperature Observations					
VIOLATIONS, OBSERVATIONS AND CORRECTIVE ACTIONS					
Item No	Observations & Corrective Actions				
3	Violation: Eyewash/shower in disrepair/inoperable. (NAC 444.56836.1) Inspector Observation: Eyewash plastic cover on one eyewash head is too difficult to easily and quickly remove. Corrective Action: Repair/replace cover to meet ANSI Z358.1 requirements. NOTE: Eyewash is operational.				
4	Violation: Ceilings or ceiling tiles show evidence of water stains. (NAC 444.56828.1.a) Inspector Observation: Stained ceiling tiles in hallway near administrative offices. Corrective Action: Check for leaks, repair, replace tiles.				
11	Violation: Drinking fountain in disrepair/not operational. (NAC 444.56856.1) Inspector Observation: Outdoor drinking fountain near MPR doors does not work. Corrective Action: Repair/return to use.				
20	Violation: Urinal is not operational. (NAC 444.56854.3) Inspector Observation: Urinal removed from use-main building, 2nd floor. Corrective Action: Repair/Make operational				
22	Violation: Handwashing sink in disrepair. (NAC 444.56836.3) Inspector Observation: Faucet handle missing but faucet operational.-bldg 2844, 1st floor boys' restroom. Corrective Action: Repair Violation: Inadequate flow of water. (NAC 444.56854.4) Inspector Observation: No water supply or no warm water supply at handsink faucets-Bldg 2844, 1st floor girls' and boys' each--1 sink has no water supply, 2 sinks no warm water supply. Corrective Action: Repair or adjust fixture as necessary to provide adequate flow of water.				
Overall Inspection Comments: lokelanirosehill@pinecrestnv.org					
Received by (signature)		Received by (printed)		EHS (signature)	
		Lokelani Rosehill Office Manager		 Susan Lane	
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.					



August 10, 2015

Academica Nevada
1378 Paseo Verde Parkway
Suite #200
Henderson, NV 89012

NON-USE OF ASBESTOS CERTIFICATION

PROJECT NAME: Pinecrest Academy – Inspirada Campus

PROJECT ADDRESS: 2840 Via Contessa, Henderson, Nevada

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



Division of the State Fire Marshal
FIRE/LIFE SAFETY INSPECTION REPORT

Facility Name _____ Phone # 702 809 1413
Physical Address PINECREST INSPIRADA Zip Code 89044
2840 VIA CONTESSA County CLARK
City HENDERSON
Contact Name KRISTINE LAMBERT

Occupancy Class _____ Sprinkler ☒ Y ☐ N HazMat Permit _____
Fire Alarm ☒ Y ☐ N Detector(s) ☒ Y ☐ N Type of Inspection CHILDCARE

LICENSE FOR 30 KIDS
PRE-K NOT IN SESSION
DIRECTOR NOT HERE - WALKTHROUGH WITH MAINTENANCE
ONE ROOM FOR PRE-K - NO ISSUES NOTED
NEED COPY OF FIRE DRILL LOG SENT TO CONNIE
IN CARSON CITY
HIGHLY RECOMMEND KEEPING COPIES OF LIFE/SAFETY
SYSTEMS INSPECTION REPORT ON SITE & BE AWARE
OF HOW MANY DEVICES ARE IN YOUR BUILDING
FIA
SPRINKLER
EXTINGUISHERS ALL TAGGED

____ SUBMIT WRITTEN PLAN OF CORRECTIVE ACTION WITHIN ____ DAYS TO: Department Of Public Safety

State Fire Marshal Division
Inspection

107 Jacobsen Way
Carson City, Nevada 89711

775-684-7501 main line

775-684-7518 fax line

Received By: _____

Print Name: Wendy Shirley

Inspector: M. KOLPAK ID: 6019

Thank you for your assistance and cooperation in minimizing the fire/life safety hazards in the State of Nevada.

SNHD Southern Nevada Health District		SOUTHERN NEVADA HEALTH DISTRICT FOOD ESTABLISHMENT INSPECTION										Page 1 of 3	
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			
PR0115218	PINECREST ACADEMY INSPIRADA CAMPUS PINECREST ACADEMY INSPIRADA KITCHEN					(702) 715-5916		500		EE7000956			
ADDRESS 2840 VIA CONTESSA Henderson, NV 89014					RISK CAT.	P.E. CODE	DISTRICT	LOCATION	PERMIT STATUS				
					1-3	1103	34		ACTIVE				
NEVADA CLEAN INDOOR AIR ACT: <input type="checkbox"/> COMPLIANCE REQUIRED <input type="checkbox"/> EXEMPT					CONTACT PERSON: Sandra Munk								
CURRENT SERVICE	EHS	SERVICE	DATE	TIME IN	TIME OUT	DEMERITS	FINAL GRADE	TRAVEL MIN	INSPECTION RESULT	SEWER	WATER		
	EE7000956	Routine Inspection	1/30/2018	9:50AM	10:30AM	3	A	20	"A" Grade	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													
A	Interruption of electrical service									<input type="checkbox"/>			
B	No potable water or hot water									<input type="checkbox"/>			
C	Gross unsanitary occurrences or conditions including pest infestation									<input type="checkbox"/>			
D	Sewage or liquid waste not disposed of in an approved manner									<input type="checkbox"/>			
E	Lack of adequate refrigeration									<input type="checkbox"/>			
F	Lack of adequate employee toilets and handwashing facilities									<input type="checkbox"/>			
G	Misuse of poisonous or toxic materials									<input type="checkbox"/>			
H	Suspected foodborne illness outbreak									<input type="checkbox"/>			
I	Emergency such as fire and/or flood									<input type="checkbox"/>			
J	Other condition or circumstance that may endanger public health									<input type="checkbox"/>			
SECTION 1 - The Critical Violations listed below are to be assessed 5 demerits for each violation													
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.								<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2	Handwashing (as required, when required, proper glove use, no bare hand contact of ready to eat foods). Foodhandler health restrictions as required.								<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
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.								<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4	Hot and cold running water from approved source as required.								<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5	Imminently dangerous cross connection or backflow. Waste water and sewage disposed into public sewer or approved facility.								<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
6	Food wholesome; not spoiled, contaminated, or adulterated.								<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7	PHF/TCSs cooked and reheated to proper temperatures.								<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
8	PHF/TCSs properly cooled.								<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
9	PHF/TCSs at proper temperatures during storage, display, service, transport, and holding.								<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
SECTION 2 - The Major Violations listed below are to be assessed 3 demerits for each violation													
10	Food and warewashing equipment approved, properly designed, constructed and installed.								<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
11	Food protected from potential contamination during storage and preparation.								<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
12	Food protected from potential contamination by chemicals. Toxic items properly labeled, stored and used.								<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
13	Food protected from potential contamination by employees and consumers.								<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
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.								<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
15	Handwashing facilities adequate in number, stocked, accessible, and limited to handwashing only.								<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
16	Effective pest control measures. Animals restricted as required.								<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
17	Hot and cold holding equipment present; properly designed, maintained and operated.								<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
18	Accurate thermometers (stem & hot/cold holding) provided and used.								<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
19	PHF/TCSs properly thawed. Fruits and vegetables washed prior to preparation or service.								<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
20	Single use items not reused or misused.								<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
21	Person in charge available and knowledgeable/management certification. Foodhandler card as required. Facility has an effective employee health policy.								<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
22	Backflow prevention devices and methods in place and maintained.								<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
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.								<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Attachment 9- Facility Code Compliance

Pinecrest Academy of Nevada

SNHD	FOOD ESTABLISHMENT INSPECTION (Cat 10) 2013 PR0115218	Facility Name: PINECREST ACADEMY INSPIRADA CAMPUS- PINECREST ACADEMY INSPIRADA KITCHEN	Date: 01/30/2018	Page 2 of 3
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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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26	Facilities for washing and sanitizing kitchenware approved, adequate, properly constructed, maintained and operated.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27	Appropriate sanitizer test kits provided and used. Equipment and ware washing thermometer(s) are required. Wiping cloths and linens stored and used properly.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28	Small wares and portable appliances approved, properly designed, in good repair.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29	Utensils, equipment, and single serve items properly handled, stored, and dispensed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30	Nonfood contact surfaces and equipment properly constructed, installed, maintained and clean.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32	Facility in sound condition and maintained (floors, walls, ceilings, plumbing, lighting, ventilation, etc.).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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
three comp sink		132.40 F	
chicken nuggets	reach in fridge	28.40 F	

VIOLATIONS, OBSERVATIONS AND CORRECTIVE ACTIONS	
Item No	Observations & Corrective Actions
19	<p>Violation: Foods not thawed by an approved method.</p> <p>Inspector Observation:</p> <p>EHS entered facility and observed two pans of chicken nuggets sitting on top of the oven at 33.4°F at 10:00. Staff recieved food frozen at 27°F at 9:10am. Corrective Action: Thaw food by approved method. Approved methods include: under refrigeration; completely submerged under running water having sufficient velocity to agitate and float off loose particles; in a microwave oven if the food will be immediately cooked; under conditions that do not allow any portion of the food to be above 41 degrees F for more than four hours, with temperature logs verifying compliance; as part of the conventional cooking process.</p>

Overall Inspection Comments:
 Inspection report will be emailed to sandra.munk@pinecrestnv.org; john.albrecht@pinecrestnv.org

Food establishment regulations (2010) and educational materials available at www.SouthernNevadaHealthDistrict.org/ferl	
Section 1 Demerits	0
Section 2 Demerits	3
Total Demerits	3
Initial Inspection Grade	A
<input type="checkbox"/> This grade resulted from a repeat critical or major violation.	
Reinspection Fee:	N/A
Fee required to be paid within 10 business days or prior to reinspection	Inspector name: Erin Cavin

Received by (signature)	Received by (printed)	EHS (signature)
	Sandra Munk Kitchen Manager	
		Erin Cavin

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



Your inspection experience is important to us! Please provide us with feedback regarding your most recent inspection by taking this 3-minute anonymous survey. The survey can be found at <https://www.surveymonkey.com/r/SNHDEH>

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:


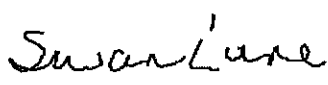
- Fire
- Flood
- No hot water
- No water
- Power outage
- Inadequate refrigeration
- Sewage backup
- Misuse of poisonous or toxic materials
- Onset of a suspected foodborne illness outbreak
- Pest infestation
- Gross unsanitary occurrences or conditions, or other circumstances that may endanger public 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.

SNHD Southern Nevada Health District		SOUTHERN NEVADA HEALTH DISTRICT SCHOOL INSPECTION REPORT				Page 1 of 2			
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	
PR0113407	PINECREST ACADEMY ST ROSE CAMPUS PINECREST ACADEMY ST ROSE				(702) 715-5916	54860		EE7000665	
ADDRESS 1385 E CACTUS Henderson, NV 89183					RISK CAT. 4	P.E. CODE 4204	DISTRICT 56	LOCATION	PERMIT STATUS ACTIVE
NEVADA CLEAN INDOOR AIR ACT: <input type="checkbox"/> COMPLIANCE REQUIRED <input type="checkbox"/> EXEMPT					CONTACT PERSON: Lucy Keaton				
CURRENT SERVICE	EHS	SERVICE	DATE	TIME IN	TIME OUT	TRAVEL MIN	INSPECTION RESULT		SEWER
	EE7000665	Routine Inspection	3/15/2018	10:45AM	12:00PM	25	Compliant		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									
							IN	OUT	
	Loss or interruption of electrical service other utility required for the operation of the heating and air conditioning. (NAC 444.56822.2.b.1)						<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Interruption or contamination of potable water supply. (NAC 444.56822.2.b.3)						<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Presence of insects, rodents or other vermin that constitutes a significant threat to health or safety. (NAC 444.56822.2.b.5)						<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Improper disposal of sewage or liquid waste. (NAC 444.56822.2.b.4)						<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Any condition or equipment used that constitutes unreasonable risk of physical injury. (NAC 444.56822.2.b.8)						<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Presence of toxic material that is labeled, stored or used improperly. (NAC 444.56822.2.b.6)						<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Toxic or noxious gases, vapors, fumes, mist or particulates in concentrations which are dangerous to life or health. (NAC 444.56822.2.b.7)						<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Classrooms and other areas that occupy students or staff that has ambient temperatures less than 60 or more than 93 degrees Fahrenheit. (NAC 444.56822.2.b.9)						<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SECTION 1 - Student Health							IN	OUT	N/A COS NO R
1	Isolation of sick students ensured. Resting surfaces of non-absorbing material cleaned and sanitized before use by a student						<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Medications stored inaccessible to students in cabinets or in locked container in refrigerator						<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SECTION 2 - Classrooms-Instruction and Vocational							IN	OUT	N/A COS NO R
3	Installed eye-wash stations and showers in classrooms in which acidic, basic, flammable or other hazardous materials are handled						<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Classrooms including specialty classrooms (art, music, home economics, PE, special education) maintained in good condition, clean and free from hazards or litter						<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Equipment for specialty classrooms (art, photography, graphics, science, woodworking and auto shops) properly located, installed/vented as required and maintained in good condition. Access by authorized persons only. Warnings and information conspicuously posted						<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Pets kept or handled in classroom as required by NAC 444.56834						<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Areas or Rooms used for vocational activities or science laboratory must have at least one hand wash sink supplied with hot and cold water and with paper towels and soap that are properly dispensed. Eating and drinking prohibited in such areas or rooms.						<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SECTION 3 - Gym and Locker Rooms							IN	OUT	N/A COS NO R
8	Gym, locker rooms and associated activity or storage rooms maintained clean, in good condition, with sound surfacing and free from hazards.						<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	Showers maintained free of leaks, floors free of litter or stains. When used, showers are provided with hot and cold water at a maximum temperature of 110°F.						<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SECTION 4 - Utilities, Custodial, Facilities							IN	OUT	N/A COS NO R
10	Custodian(s) prepared to remediate areas contaminated by hazardous, biological or chemical materials.						<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Drinking fountains accessible to students in classrooms or nearby study/work areas, clean and in good operating condition; supply of drinking water provided at outdoor events and gymnasiums.						<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12	Lighting adequate as required. Bulbs/tubes lit and fixtures in good condition.						<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Utility rooms/areas (electrical panels, riser, boiler, chiller) in good order, clean and secured inaccessible to unauthorized persons. GFCI installed and functioning as and where required.						<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Water from approved source, free from cross connections and available. Backflow prevention devices installed and tested and passed as required.						<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	Hazardous materials (flammables, toxic chemicals, paint) properly stored and secured inaccessible to unauthorized persons						<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SND SCHOOL INSPECTION REPORT PR0113407		Facility Name: PINECREST ACADEMY ST ROSE CAMPUS- PINECREST ACADEMY ST ROSE		Date: 03/15/2018		Page 2 of 2	
16	Equipment properly drained to sewer. Sewage disposed of in an approved manner.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17	Building(s) protected from vermin access.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18	Fresh air in classrooms and other indoor instruction/occupied areas maintained at between 65oF and 85oF.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19	Restroom facilities adequate, accessible, clean, in good condition and with properly sized containers for refuse disposal, appropriately placed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20	Restroom fixtures in good, clean and working condition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
21	Toilet tissue available in stalls from approved dispensers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
22	Lavatories provided where required. Adequate, properly installed and stocked. Lavatories provided with warm water of adequate flow and adequate time.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SECTION 5 - Playgrounds, Field, External Grounds		IN	OUT	N/A	COS	NO	R
23	Playground and field equipment properly installed, and maintained to CPSC requirements in a clean condition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
24	Playground/Field surfacing in good condition. Area clean and free from hazards. Meets CPSC requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
25	Walkways properly constructed and maintained	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
26	Garbage/refuse properly disposed of	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
27	Exterior of facility clean and free from litter and hazards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SECTION 6 - Food Service		IN	OUT	N/A	COS	NO	R
28	Food storage in approved location; Refrigerators protected from vermin/spillage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
29	Snack bar or student store maintained and operating as required by health permit.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
30	Unpermitted food activities occurring on campus.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
TEMPERATURE OBSERVATIONS							
No Temperature Observations							
VIOLATIONS, OBSERVATIONS AND CORRECTIVE ACTIONS							
Item No	Observations & Corrective Actions						
11	Violation: Water flows onto floor. (NAC 444.56856.1) Inspector Observation: Water pressure too high, water overshoots the fountain basin-1 fixture at outdoor in kindergarten yard. Corrective Action: Adjust						
22	Violation: Inadequate flow of water at handsink. (NAC 444.56854.4) Inspector Observation: No warm water supply at handsink in room 156 restroom (Kindergarten). Corrective Action: Repair or adjust fixture as necessary to provide adequate flow of water.						
Overall Inspection Comments: michael.parish@pinecrestnv.org							
Received by (signature):		Received by (printed):		EHS (signature):			
		michael parish					
		custodian		Susan Lane			
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.							



February 12, 2016

Mr. Jacob Smoot
Academica Nevada
1378 Paseo Verde Parkway, Suite 200
Henderson, Nevada 89012

**Subject: *AHERA Asbestos Management Plan*
Pinecrest Academy – St. Rose Campus
1385 East Cactus Avenue
Las Vegas, Nevada 89183
Westmark Project No. 16-2102-01**

Dear Mr. Smoot:

The Westmark Group (Westmark) is pleased to provide Academica Nevada (Client) this *AHERA Asbestos Management Plan (AMP)* for Pinecrest Academy – St. Rose Campus located at 1385 East Cactus Avenue in Las Vegas, Nevada (Site). The purpose of this AMP is to allow continuation of normal building maintenance and service activities while limiting the potential exposure of building occupants, maintenance workers and outside service personnel to airborne asbestos fibers.

According to the *Non-Use of Asbestos Certification*, dated August 10, 2015, submitted to the Client by John Lopeman with Ethos Three Architecture, the building contractor, asbestos-containing material (ACBM) was not specified as a building material and was not used as any building material for construction of the facility. Based on this certification, an asbestos survey was not required for the Site, pursuant to the Environmental Protection Agency's (EPA) guidelines in 40 CFR 763.99(a)(7), which state,

"a local education agency shall not be required to perform an inspection under § 763.85(a) in any sampling area as defined in 40 CFR 763.103 or homogeneous area of a school building where... an architect or project engineer responsible for the construction of a new school building built after October 12, 1988, or an accredited inspector signs a statement that no ACBM was specified as a building material in any construction document for the building, or, to the best of his or her knowledge, no ACBM was used as a building material in the building."

Westmark appreciates being of service to Academica Nevada on this project. If you have any questions or require additional information, please contact us at (702) 839-2960.

Respectfully submitted,
The Westmark Group

Digitally signed by J. DePetro Westmark
DN: cn=J. DePetro Westmark, o, ou,
email=jdepetro@westmarkgroup.net,
c=US
Date: 2016.02.15 01:37:20 -08'00'

Joel DePetro
Senior Technician
Nevada Asbestos Consultant No. IJPM-1285

Inspection Type: 7999	Permit Number: FFIX 2017480003	Date: 1-22-18	Inspector: V. Coffey
Description of Inspection Area:		Manager / Owner / Property Management: Doris Sims	
Business Name: Time Close Academy Charter Campus		Contact Person / Phone #:	
Street Address: 1385 E Cortez		Suite #: Business Phone #: 562.307.5938	

[illegible]

20

OWNER, LESSEE, AGENT, OR OCCUPANT

FIRE INSPECTOR


**SOUTHERN NEVADA HEALTH DISTRICT
FOOD ESTABLISHMENT INSPECTION**

Page 1 of 3

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
PR0113409	PINECREST ACADEMY ST ROSE CAMPUS PINECREST ACADEMY ST ROSE KITCHEN	(702) 715-5916	500	EE7000956
ADDRESS 1385 E CACTUS Henderson, NV 89183		RISK CAT. 1-3	P.E. CODE 1103	DISTRICT 56
		LOCATION		PERMIT STATUS ACTIVE
NEVADA CLEAN INDOOR AIR ACT: <input checked="" type="checkbox"/> COMPLIANCE REQUIRED <input type="checkbox"/> EXEMPT		CONTACT PERSON: Dada Marable		
CURRENT SERVICE	EHS	SERVICE	DATE	TIME IN
	EE7000956	Routine Inspection	2/08/2018	10:45AM
			TIME OUT	11:10AM
		DEMERITS	FINAL GRADE	TRAVEL MIN
		0	A	15
		INSPECTION RESULT		SEWER
		"A" Grade		M
				WATER
				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

A	Interruption of electrical service		<input type="checkbox"/>				
B	No potable water or hot water		<input type="checkbox"/>				
C	Gross unsanitary occurrences or conditions including pest infestation		<input type="checkbox"/>				
D	Sewage or liquid waste not disposed of in an approved manner		<input type="checkbox"/>				
E	Lack of adequate refrigeration		<input type="checkbox"/>				
F	Lack of adequate employee toilets and handwashing facilities		<input type="checkbox"/>				
G	Misuse of poisonous or toxic materials		<input type="checkbox"/>				
H	Suspected foodborne illness outbreak		<input type="checkbox"/>				
I	Emergency such as fire and/or flood		<input type="checkbox"/>				
J	Other condition or circumstance that may endanger public health		<input type="checkbox"/>				

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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Handwashing (as required, when required, proper glove use, no bare hand contact of ready to eat foods). Foodhandler health restrictions as required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Hot and cold running water from approved source as required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Imminently dangerous cross connection or backflow. Waste water and sewage disposed into public sewer or approved facility.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Food wholesome; not spoiled, contaminated, or adulterated.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	PHF/TCSs cooked and reheated to proper temperatures.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	PHF/TCSs properly cooled.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	PHF/TCSs at proper temperatures during storage, display, service, transport, and holding.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Food protected from potential contamination during storage and preparation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Food protected from potential contamination by chemicals. Toxic items properly labeled, stored and used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Food protected from potential contamination by employees and consumers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	Handwashing facilities adequate in number, stocked, accessible, and limited to handwashing only.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16	Effective pest control measures. Animals restricted as required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	Hot and cold holding equipment present; properly designed, maintained and operated.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18	Accurate thermometers (stem & hot/cold holding) provided and used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19	PHF/TCSs properly thawed. Fruits and vegetables washed prior to preparation or service.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20	Single use items not reused or misused.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	Person in charge available and knowledgeable/management certification. Foodhandler card as required. Facility has an effective employee health policy.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	Backflow prevention devices and methods in place and maintained.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SNV FOOD ESTABLISHMENT INSPECTION (Cat 10) 2013 PR0113409		Facility Name: PINECREST ACADEMY ST ROSE CAMPUS- PINECREST ACADEMY ST ROSE KITCHEN		Date: 02/08/2018	Page 2 of 3
SECTION 3 - Good Food Management Practices to Prevent Unsanitary Conditions				IN	OUT
24	Acceptable personal hygiene practices, clean outer garments, proper hair restraints used. Living quarters and child care completely separated from food service.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
26	Facilities for washing and sanitizing kitchenware approved, adequate, properly constructed, maintained and operated.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
27	Appropriate sanitizer test kits provided and used. Equipment and ware washing thermometer(s) are required. Wiping cloths and linens stored and used properly.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
28	Small wares and portable appliances approved, properly designed, in good repair.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
29	Utensils, equipment, and single serve items properly handled, stored, and dispensed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
30	Nonfood contact surfaces and equipment properly constructed, installed, maintained and clean.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
32	Facility in sound condition and maintained (floors, walls, ceilings, plumbing, lighting, ventilation, etc.).	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
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		
baked beans		170.70 F	HH - Service		
baked beans		205.00 F	CT		
soy milk		40.90 F	CH		
fajita spiced chicken		153.90 F	HH - Service		
VIOLATIONS, OBSERVATIONS AND CORRECTIVE ACTIONS					
Item No	Observations & Corrective Actions				
Overall Inspection Comments: Inspection report will be emailed to dana.marable@pinecrestnv.org					
Food establishment regulations (2010) and educational materials available at www.SouthernNevadaHealthDistrict.org/ferl					
Section 1 Demerits	0	0 to 10 demerits = A (Identical consecutive critical or major violations shall be downgraded to next lower grade.)			
Section 2 Demerits	0	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.			
Total Demerits	0	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.			
Initial Inspection Grade	A	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.			
<input type="checkbox"/> This grade resulted from a repeat critical or major violation.					
Reinspection Fee:	N/A				
Fee required to be paid within 10 business days or prior to reinspection		Inspector name: Erin Cavin			
Received by (signature)		Received by (printed)		EHS (signature)	
		Dana Marable			
		Kitchen Manager		Erin Cavin	
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					

FOOD ESTABLISHMENT INSPECTION (Cat 10) 2013
PR0113409Facility Name: PINECREST ACADEMY ST ROSE CAMPUS- PINECREST
ACADEMY ST ROSE KITCHENDate:
02/08/2018

Page 3 of 3

Your inspection experience is important to us! Please provide us with feedback regarding your most recent inspection by taking this 3-minute anonymous survey. The survey can be found at <https://www.surveymonkey.com/r/SNHDEH>

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.

BRIAN SANDOVAL
Governor

C. J. MANTHE
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**

January 16, 2018

Mr. Jacob Smoot
Project Manager
Pinecrest Academy – Horizon Campus
6630 Surrey Street
Las Vegas NV 89119

Dear Mr. Smoot:

This letter confirms your January 11, 2018 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

Your Partner for a Safer Nevada

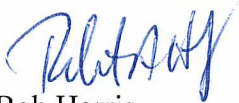
www.4safenv.state.nv.us

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

STATE OF NEVADA

BRIAN SANDOVAL
Governor



STEVE GEORGE
Administrator

BRUCE BRESLOW
Director

TODD R. SCHULTZ CSP, CSHM
Chief Administrative Officer

**DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INDUSTRIAL RELATIONS
SAFETY CONSULTATION AND TRAINING SECTION**

November 24, 2015

Mr. Jacob Smoot
Project Manager
Pinecrest Academy of Nevada
2840 Via Contessa
Henderson NV 89044

Dear Mr. Smoot:

In response to your request, Safety Specialist Kirti Shah conducted a full service safety survey at your facility on November 18, 2015.

The enclosed report includes a summary of the visit, identifies the hazards and non-compliances found during the visit, and presents recommendations for correcting the identified hazards and for preventing their recurrence. The report also includes a discussion concerning management practices that are considered to be an essential ingredient in the effective implementation of an ongoing, systematic hazard prevention program, as required pursuant to Nevada Revised Statute (NRS) 618.383.

Accompanying this report is a List of Hazards which itemizes all of the serious hazards found during this visit. Included on this list is a description of the hazard and the date by which we mutually determined that the hazard would be corrected. This list must be posted, unedited, in a prominent location where it is readily observable by all employees for three working days, or until the hazard(s) are corrected, whichever is later. We encourage you to keep your employees informed of all hazards found during the survey and all of the corrective actions that you take. This knowledge will help them to do their part in maintaining a safe and healthful workplace, and it will let them know of your concern for their safety. Should you need, and we approve, an extension to the correction due date(s), a new List of Hazards will be sent to you showing the extended date(s).

During the time that you are working on correcting these hazards, Nevada Occupational Safety and Health Administration may not conduct a scheduled inspection at your work site, providing that you are within the correction due dates, interim protection is in place, and the List of Hazards is posted. Should these conditions not be met, a compliance inspection may be conducted.

Your Partner for a Safer Nevada

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The hazards found during the survey of your workplace are identified in Attachment A - Report of Hazards Found. Each hazard is categorized and described and recommendations are given for its correction. Hazards are in order of item number, not necessarily in order of importance.

Hazards could be in any of the following categories:

IMMINENT DANGERS are hazards that can reasonably be expected to cause death or serious physical harm immediately or before this written report is received. Any such hazards would have been corrected immediately.

SERIOUS HAZARDS can cause an accident or health hazard exposure resulting in death or serious physical harm. Each such hazard has been assigned a mutually agreed-upon date by which correction is to be completed.

OTHER-THAN-SERIOUS HAZARDS lack the potential for causing serious physical harm, but could have a direct impact on employee safety and health. No correction dates have been set, but we highly encourage you to correct these hazards and to notify us of the action taken.

REGULATORY HAZARDS reflect violations of the Nevada Revised Statutes 618 and Nevada Administrative Code 618. No correction dates have been set, but we highly encourage you to correct these hazards and to notify us of the action taken.

Those hazards that were identified and classified as serious show a projected schedule for correction. Also included with this visit report is Attachment B - Employer Report of Action Taken, a form to record the actions you are taking to correct the identified hazards. You must notify us in writing when the serious hazards are corrected. **Please complete Attachment B and return it to our office before the scheduled correction date of December 22, 2015.**

As you were informed during the visit, we are required to notify Nevada OSHA if serious hazards are not corrected by the agreed-upon corrective action date. Extensions to the corrective action dates may be granted if you encounter difficulties completing correction within the established time frames. However, we must receive your written request for an extension before the correction due date. Extension requests must be accompanied by a copy of Appendix B of this report annotated to show the actions taken for each of the hazards identified during the visit. Incomplete extension requests will not be approved. The extension request must include the following information:

- An explanation of why the request is necessary.
- A list of the hazards for which corrective actions are not complete and that will require an extension.
- An explanation of the interim actions that the employer has taken to minimize the hazard potential while awaiting final corrective action completion.
- The date when corrective actions are expected to be complete.

Your Partner for a Safer Nevada

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Although we are not required to notify Nevada OSHA if other-than-serious or regulatory hazards are not corrected, these hazards could result in injury to your employees. Moreover, your company could be subject to a citation for these hazards if they were found during a Nevada OSHA enforcement inspection.

In the event of a Nevada OSHA inspection, it is important to remember that the compliance officer is not legally bound by the consultant's advice or by the consultant's failure to point out a specific hazard. You may, but are not required to, furnish a copy of this report to the compliance officer, who may use it to determine your good faith efforts toward safety and health and reduce any proposed penalties. You are, however, required by 29 CFR 1910.1020 to furnish any employee exposure data from this report.

Thank you for accepting our assistance. Contact Safety Specialist Kirti Shah for any additional information concerning closure of the report or for any further assistance with your programs.

Sincerely,



Bob Harris
Consultation Supervisor

Enclosures (2)

Consultation Visit Report #115736
List of Hazards

STATE OF NEVADA

BRIAN SANDOVAL
Governor

BRUCE BRESLOW
Director



STEVE GEORGE
Administrator

TODD R. SCHULTZ CSP, CSHM
Chief Administrative Officer

DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INDUSTRIAL RELATIONS
SAFETY CONSULTATION AND TRAINING SECTION

November 24, 2015

Mr. Jacob Smoot
Project Manager
Pinecrest Academy of Nevada
1385 East Cactus Avenue
Las Vegas NV 89183-7706

Dear Mr. Smoot:

In response to your request, Safety Specialist Kirti Shah conducted a full service safety survey at your facility on November 19, 2015.

The enclosed report includes a summary of the visit, identifies the hazards and non-compliances found during the visit, and presents recommendations for correcting the identified hazards and for preventing their recurrence. The report also includes a discussion concerning management practices that are considered to be an essential ingredient in the effective implementation of an ongoing, systematic hazard prevention program, as required pursuant to Nevada Revised Statute (NRS) 618.383.

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During the time that you are working on correcting these hazards, Nevada Occupational Safety and Health Administration may not conduct a scheduled inspection at your work site, providing that you are within the correction due dates, interim protection is in place, and the List of Hazards is posted. Should these conditions not be met, a compliance inspection may be conducted.

Your Partner for a Safer Nevada

www.4safenv.state.nv.us

The hazards found during the survey of your workplace are identified in Attachment A - Report of Hazards Found. Each hazard is categorized and described and recommendations are given for its correction. Hazards are in order of item number, not necessarily in order of importance.

Hazards could be in any of the following categories:

IMMINENT DANGERS are hazards that can reasonably be expected to cause death or serious physical harm immediately or before this written report is received. Any such hazards would have been corrected immediately.

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- An explanation of the interim actions that the employer has taken to minimize the hazard potential while awaiting final corrective action completion.
- The date when corrective actions are expected to be complete.

Your Partner for a Safer Nevada

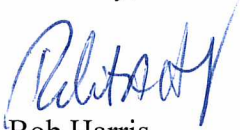
www.4safenv.state.nv.us

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In the event of a Nevada OSHA inspection, it is important to remember that the compliance officer is not legally bound by the consultant's advice or by the consultant's failure to point out a specific hazard. You may, but are not required to, furnish a copy of this report to the compliance officer, who may use it to determine your good faith efforts toward safety and health and reduce any proposed penalties. You are, however, required by 29 CFR 1910.1020 to furnish any employee exposure data from this report.

Thank you for accepting our assistance. Contact Safety Specialist Kirti Shah for any additional information concerning closure of the report or for any further assistance with your programs.

Sincerely,



Bob Harris
Consultation Supervisor

Enclosures (2)
Consultation Visit Report #115735
List of Hazards

Your Partner for a Safer Nevada

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Pinecrest Academy of Nevada Budget Narrative

The following narrative provides an overview of Pinecrest Academy of Nevada's projected revenue and expenses.

Revenue

Per-Pupil Revenue:

The budget created for Pinecrest Academy of Nevada includes the per-pupil revenue assumption of \$6,820 for the 18-19 fiscal year of operation, with an estimated 1.30% increase each subsequent year thereafter.

National School Lunch Program (NSLP):

The budget created for Pinecrest Academy of Nevada includes an assumptive NSLP revenue of \$45,000 for the entire system. 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 \$1,250 per SPED student – Revenue is budgeted based upon prior year SPED counts which take place in October of each year.

SPED Discretionary Unit:

Anticipated \$2,960 per SPED student – Revenue is budgeted based upon prior year SPED counts and schools are not eligible to receive in the first year of operations.

Expenses

Expense Categories:

1. Personnel	pg. 2
2. Benefits	pg. 6
3. Contractual	pg. 6
4. Contracted Services	pg. 7
5. Equipment	pg. 7
6. Supplies	pg. 8
7. Facility	pg. 8
8. Athletics	pg. 10
9. Travel	pg. 10
10. Accounting, Audit, Legal Fees	pg. 10
11. Technology	pg. 10
12. Other	pg. 11

Personnel:

43.60% to 41.78% of the budget (Year 1 – Year 5)

In the 18-19 school year, Pinecrest Academy of Nevada will have a combined total staff of 324, including 221 total teachers and 103 total administrative and support staff; with a total enrollment of 4,698 students. By Year 5, Pinecrest Academy of Nevada is estimated to expand to a total staff of 505 and a total student enrollment of 7,624; 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 average salary of each position:

Executive Director - \$149,205/year – *Responsible for overseeing the administration, programs, and strategic plan of the organization. Other key duties include fundraising, marketing, and community outreach.*

Principal - \$126,921/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 - \$76,161/year – *Develop/implement the total school program by assisting the principal in the overall running of the school.*

Counselor - \$56,206/year – *Act as advocates for students' well-being, and as valuable resources for their educational advancement.*

Curriculum Coach - \$66,211/year – *Serves as a content specialist to assist in the development and implementation of campus instructional plans.*

Classroom Teachers (Core) - \$43,000/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) - \$43,000/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 - \$43,000/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.*

Special Education Facilitator - \$60,000/year – *Responsible for planning, managing, and supervising SPED services and compliance.*

Speech Pathologist - \$40,600/year – *Delivering speech therapy sessions as indicated on student's IEP.*

School Psychologist - \$50,000/year – *Work with students to improve academic and behavioral performance as indicated on the IEPs through therapeutic services.*

School Nurse - \$45,000/year – *Supports all students by providing health care services through assessments and interventions addressing the physical, mental, emotional and social health needs.*

Office Manager - \$46,437/year – *Ensures the smooth running of day-to-day office operations by organizing and coordinating administrative duties and procedures.*

Registrar - \$41,996/year – *Responsible for maintaining student records; includes processing student enrollment, transfers, and withdrawals.*

Teacher Assistants - \$12.25/hour – *Reinforce lessons presented by teachers, as well as assist teachers with recordkeeping.*

Special Ed. Teacher Assistants - \$12.25/hour – *Reinforce lessons presented by SPED teachers, as well as assist SPED teachers with recordkeeping.*

Clinic Aide - \$13.25/hour – *Renders basic first aid to students and performs health-related records/data file management duties.*

Receptionist - \$13.25/hour – *Greet visitors, parents and students; while facilitating communication within the school and assuring records and schedules are kept up to date.*

Campus Monitor - \$12.00/hour – *Supervise/Monitor students on school grounds while enforcing appropriate student behavior and ensuring school safety.*

Cafeteria Manager - \$12.00/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:

		18-19	19-20	20-21	21-22	22-23
	Anticipated Enrollment:	4,698	6,298	6,831	7,246	7,624
Position	Avg Salary	18-19	19-20	20-21	21-22	22-23
Executive Director	149,205/year	1	1	1	1	1
Principal	126,921/year	4	5	5	5	5
Assistant Principal	76,161/year	10	11	13	14	14
Counselor	56,206/year	6	9	10	10	11
Curriculum Coach	66,211/year	6	7	7	8	8
Classroom Teachers (Core)	43,000/year	172	226	243	256	268
Classroom Teacheres (Specials)	43,000/year	31	41	48	47	49
Special Education Teachers	43,000/year	18	26	29	30	32
Special Education Facilitator	60,000/year	2	2	2	2	2
Speech Pathologist	40,600/year	1	1	1	1	1
School Psychologist	50,000/year	2	2	2	2	2
School Nurse	45,000/year	2	2	2	2	2
Office Manager	46,437/year	6	8	9	9	9
Registrar	41,996/year	5	6	6	6	6
Teacher Assistants	12.25/hr	35	47	50	53	57
Receptionist	13.25/hr	5	7	8	8	8
Clinic Aide	13.25/hr	5	7	7	7	8
Campus Monitor	12.00/hr	9	14	15	15	17
Cafeteria Manager	12.00/hr	4	4	5	5	5
	Total Staffing Cost	13,526,709	17,796,435	19,499,544	20,566,381	21,771,577

All salaries are anticipated to increase by 1.5% each year

Additional staff positions will be added in the following years based upon the growth of these charter schools

a. Pinecrest Horizon – Personnel Breakdown

Position	18-19	19-20	20-21	21-22	22-23
Principal	1	1	1	1	1
Assistant Principal	2	1	2	2	2
Counselor	1	1	1	1	1
Curriculum Coach	1	1	1	1	1
Classroom Teachers (Core)	30	32	34	35	36
Classroom Teacheres (Specials)	4	5	6	6	6
Special Education Teachers	3	4	4	4	4
Special Education Facilitator	0.5	0.5	0.5	0.5	0.5
Speech Pathologist	0	0	0	0	0
School Psychologist	0.5	0.5	0.5	0.5	0.5
School Nurse	0.5	0.5	0.5	0.5	0.5
Office Manager	1	1	1	1	1
Registrar	1	1	1	1	1
Teacher Assistants	6	6	6.5	7	7
Receptionist	1	1	1	1	1
Clinic Aide	1	1	1	1	1
Campus Monitor	2	2	2	2	2
Cafeteria Manager	1	1	1	1	1
Total Staffing Cost	56.5	59.5	64.0	65.5	66.5

b. Pinecrest St. Rose – Personnel Breakdown

Position	18-19	19-20	20-21	21-22	22-23
Principal	1	1	1	1	1
Assistant Principal	2	2	2	2	2
Counselor	2	2	2	2	2
Curriculum Coach	1	1	1	1	1
Classroom Teachers (Core)	36	36	36	36	36
Classroom Teacheres (Specials)	7.5	7.5	7.5	7.5	7.5
Special Education Teachers	3	4	4	4	4
Special Education Facilitator	0.5	0.5	0.5	0.5	0.5
Speech Pathologist	0	0	0	0	0
School Psychologist	0.5	0.5	0.5	0.5	0.5
School Nurse	0.5	0.5	0.5	0.5	0.5
Office Manager	1	1	1	1	1
Registrar	1	1	1	1	1
Teacher Assistants	7	7	7	7	7
Receptionist	1	1	1	1	1
Clinic Aide	1	1	1	1	1
Campus Monitor	2	2	2	2	2
Cafeteria Manager	1	1	1	1	1
Total Staffing Cost	68.0	69.0	69.0	69.0	69.0

c. Pinecrest Inspirada – Personnel Breakdown

Position	18-19	19-20	20-21	21-22	22-23
Principal	1	1	1	1	1
Assistant Principal	2	2	2	2	2
Counselor	1	2	2	2	2
Curriculum Coach	1	1	1	1	1
Classroom Teachers (Core)	44	44	44	44	44
Classroom Teacheres (Specials)	7	8	8	8	8
Special Education Teachers	4	5	5	5	5
Special Education Facilitator	0.5	0.5	0.5	0.5	0.5
Speech Pathologist	0	0	0	0	0
School Psychologist	0.5	0.5	0.5	0.5	0.5
School Nurse	0.5	0.5	0.5	0.5	0.5
Office Manager	1	2	2	2	2
Registrar	1	1	1	1	1
Teacher Assistants	7	11	11	11	12
Receptionist	1	1	1	1	1
Clinic Aide	1	1	1	1	1
Campus Monitor	1	2.5	2.5	3	3
Cafeteria Manager	1	1	1	1	1
Total Staffing Cost	74.5	84.0	84.0	84.5	85.5

Benefits:***19.98% to 18.59% 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 43.52% of salaries in the 18-19 school year, increasing to 43.69% in the 19-20 school year, and then increasing by an average of 0.24% 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:

	18-19	19-20	20-21	21-22	22-23
Total Salaries & Wages:	13,526,709	17,796,435	19,499,544	20,566,381	21,771,577
Benefits % of Salaries:	43.52%	43.69%	43.88%	44.21%	44.49%
Total Cost of Benefits	5,887,103	7,775,319	8,557,296	9,093,102	9,685,652

Payroll Services:***0.27% to 0.00% 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. It costs \$20 per employee per month to process payroll, bringing us to an annual total cost of \$240 per employee. Starting the fiscal year 21-22, payroll fees will be included in the Academica Nevada Management Fee.

Contractual:***7.85% to 7.97% 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 Pinecrest Academy of Nevada include, but may not be 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

Pinecrest Academy, Inc. Affiliation Fee – 1.00% of DSA revenue – Trademark License Agreement between Pinecrest Academy, Inc. (“Licensor”), and the school, Pinecrest Academy of Nevada (“Licensee”). Pinecrest Academy, Inc. grants Pinecrest 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 Pinecrest Academy of Nevada in the State of Nevada.

- 0.50% of the 1.00% Pinecrest Academy, Inc. Affiliation Fee is used for Professional Development.

Contracted Services:

2.23% to 2.36% of the budget (Year 1 – Year 5)

Special Education Contracted Services – Anticipated expense of \$380,000 during the 18-19 school year, increasing incrementally each year as SPED student enrollment increases and as new campuses open. Special Education Contracted Services include speech therapy, occupational therapy, physical therapy, nursing, and psychological services. The budgeted expenses are based on prior year expenses and anticipated enrollment increases.

Substitute Teachers - \$150.00/day – *Manage the learning environment while providing instruction in the absence of a classroom teacher.*

Equipment:

4.10% to 3.31% 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 Pinecrest Academy of Nevada to lease all their furniture, fixtures, and equipment over a 48-month period. The lease includes a 5% residual purchase option at the end of 48 months or an early purchase option in the 45th month for a 6% residual. Pinecrest Academy of Nevada budgets \$1,000 per student to outfit an entire school in its first year at a 5% interest rate over 4 years.

Below is a yearly amortization breakdown of the actual/projected FFE cost over the last 4 years up until the 19-20 school year, including the total equipment cost and lease payments each year (budget may include slight variances as the numbers shown below are based on an anticipated 5% interest rate for future leases; whereas our current lease interest rates are around 1.50% - 3.00%):

	15-16	16-17	17-18	18-19	19-20		
Equipment Cost:	\$ 1,375,966.86	\$ 1,468,212.00	\$ 578,815.55	\$ 600,000.00	\$ 1,600,000.00		
Year	15-16	16-17	17-18	18-19	19-20		
2014							
2015							
2016	\$ 242,821.04						
2017	\$ 364,231.56	\$ 253,268.08					
2018	\$ 364,231.56	\$ 379,902.12	\$ 101,026.00				
2019	\$ 364,231.56	\$ 379,902.12	\$ 151,539.00	\$ 105,187.36		\$ 1,000,860.04	2018-2019
2020	\$ 121,410.52	\$ 379,902.12	\$ 151,539.00	\$ 157,781.04	\$ 280,499.60	\$ 1,091,132.28	2019-2020
2021		\$ 126,634.04	\$ 151,539.00	\$ 157,781.04	\$ 420,749.40	\$ 856,703.48	2020-2021
2022			\$ 50,513.00	\$ 157,781.04	\$ 420,749.40	\$ 629,043.44	2021-2022
2023				\$ 52,593.68	\$ 420,749.40	\$ 473,343.08	2022-2023
2024					\$ 140,249.80	\$ 140,249.80	2023-2024

The budgeted amount for the 18-19 FFE lease payments are based on the chart above. During the 19-20 school year, with the introduction of Pinecrest Sloan Canyon, annual lease payments are expected to increase and these increases are reflected in the budget.

Copier/Printing – Anticipated average copier lease at a rate of \$60,000 per campus/building per year. Including a cushion to account for overages in printing, which will also incrementally increase as student enrollment increases.

Supplies:

2.20% to 2.13% of the budget (Year 1 – Year 5)

Consumables – \$90 per student - 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:

17.44% to 20.83% of the budget (Year 1 – Year 5)

Scheduled Lease Payment – Based upon the lease agreement of each campus. Each lease 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 usually 37 months after the lease commencement date.

Below is a breakdown of each campus' yearly lease payments and the anticipated lease payments for Pinecrest Sloan Canyon (campus expected to be introduced in the 19-20 school year):

Lease Payments						
Campus	18-19	19-20	20-21	21-22	22-23	Notes
Pinecrest Horizon	911,538	Exercising Purchase Option (See Bond Payments)				Bond Series 2018
Pinecrest St. Rose	920,000	Exercising Purchase Option (See Bond Payments)				Bond Series 2018
Pinecrest Inspirada	1,092,500	Exercising Purchase Option (See Bond Payments)				Bond Series 2018
Pinecrest Cadence	1,400,000	2,245,100	2,794,809	2,941,364	3,006,074	
Pinecrest Sloan Canyon	N/A	Exercising Purchase Option (See Bond Payments)				Pinecrest Foundation Bond Series 2018

Scheduled Bond Payment – As mentioned above, each 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 exercising, their purchase option by issuing a bond:

Bond Payments						
Campus	18-19	19-20	20-21	21-22	22-23	Notes
Pinecrest Horizon	N/A	729,000	822,762	822,762	822,762	Bond Series 2018 - anticipated payments
Pinecrest St. Rose	N/A	918,000	1,036,071	1,036,071	1,036,071	Bond Series 2018 - anticipated payments
Pinecrest Inspirada	N/A	1,053,000	1,188,433	1,188,433	1,188,433	Bond Series 2018 - anticipated payments
Pinecrest Sloan Canyon	N/A	1,274,311	1,764,430	1,764,430	2,323,489	Pinecrest Foundation Bond Series 2018 - estimate

Facility/School Insurance - \$145,702 annually – expected to increase each year thereafter with the introduction of new Pinecrest campuses, adding to the Pinecrest Academy of Nevada insurance bundle.

a. 2018 - 2019 Pinecrest Academy Insurance Premium Allocation

Coverage	Amount
Package/Property	\$ 85,259
ELL/E&O/D&O	14,713
Excess Liability	24,390
Student Accident	21,340
Total Premium:	\$ 145,702

Premiums will increase as new campuses are introduced.

Fire & Security Alarms – Approximately \$7,200 per campus in the 18-19 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 \$120,000 per year for public utilities.

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 miscellaneous janitorial expenses.

Custodial Supplies - \$15 per student

Facility Maintenance – Estimated \$25,000 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 \$9,200 annually per campus on average, increasing by 3% each subsequent year thereafter.

Summer Maintenance - basic summer maintenance assumption of roughly \$15,000 per year per campus, increasing by 3% each subsequent year thereafter.

AC Maintenance & Repair – Assumption of \$14,000 per year per campus on average, increasing by 3% each subsequent year thereafter. Assumption to cover basic maintenance and repairs for AC.

Athletics:***0.10% to 0.16% of the budget (Year 1 – Year 5)***

Athletics – The two campuses, Pinecrest Cadence and Pinecrest Sloan Canyon, are the only two campuses who have an athletics program and therefore are both budgeted accordingly.

Lunch Program:***0.01% to 0.01% of the budget (Year 1 – Year 5)***

Pinecrest Academy of Nevada projects that 50% of the student population will qualify for free and reduced lunch, as the school assumes it 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. The amount of \$1,000 per year has been budgeted for any potential overages or one-time costs associated with providing food services.

Travel:***0.10% to 0.06% of the budget (Year 1 – Year 5)***

Travel costs associated with recruitment and staff development are estimated to be \$7,500 per year per campus; with a couple campuses being as low as \$3,500 per year depending on prior year usage.

Accounting, Audit, and Legal Fees:***0.19% to 0.17% of the budget (Year 1 – Year 5)***

Audit/Accounting – anticipated \$9,063 per year per campus – includes an annual audit expense and expenses associated with accounting. Based upon previous audits performed for charter schools working closely with Academica Nevada.

Legal Fees - \$6,000 each year – based upon the actual expenses of other charter schools working with Academica Nevada.

Technology:***1.04% to 0.92% of the budget (Year 1 – Year 5)***

Intellatek IT Monthly Services - \$3.50 per student per month, \$42 annually 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 \$15,500 per year per campus and as low as \$2,500 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 school's first year of operation.

Website - \$3,000 per year per campus – Amount allocated for website upkeep and maintenance.

Infinite Campus - \$2,000 per campus for the 18-19 school year, increasing with inflation for each year thereafter - Infinite campus is an education software utilized by both the faculty of the school and parents/guardians of the students.

Phone & Communications – annual contract expense of \$13,000 per year per campus for the 17-18 school year, with an estimated 5.00% - 10.00% contract increase each subsequent year thereafter.

Other:

1.90% to 1.72% of the budget (Year 1 – Year 5)

State Administrative Fee - 1.5% of DSA revenue – the state charges 1.50% of DSA revenue for the state sponsor fee.

Tuition Reimbursement – \$5,000 per year per school – Employee benefits in which the school pays all, or a portion, of an employee's tuition for coursework and/or training.

Dues and Fees – estimated \$2,000 - \$3,500 per campus per year, based on each campus' prior year expenses.

Postage – Estimate of \$1,200 per year per campus, based upon prior year usage; incrementally increasing as student enrollment increases.

Background and Fingerprinting – \$60 per new employee

Miscellaneous Expenses (Other Purchases) – Estimate of \$1,500 - \$2,500 per year per campus, increasing in subsequent years based upon increases in student enrollment if necessary.

Attachment 12- Financial Plan

[INSERT School Name]

Pinecrest Academy of Nevada

Name of School

CHARTER SCHOOL BUDGET

Pinecrest Academy of Nevada

Base Year

2018

REVENUE

ASSUMPTIONS

Number of grade levels

Number of classrooms

K

1st

2nd

3rd

4th

5th

6th

7th

8th

9th

10th

11th

12th

Total Student Enrollment

Title I (% of student body)

Special Education (% of student body)

Total Distributive School Account (funding per student)

Inflation adjustor

Special Education Weighted Funding

Title I

IDEA

Breakfast Program -- Federal Reimbursement

Breakfast Program

Lunch Program

School level fundraising

County where school is located

\$6,820

Base year

1.03

Per student

\$2,960

\$0

Per student

\$1,250

Per SPED student

yes

"yes" or "no"

\$0

Per student per day

\$3

Per student per day

\$0

Per student

Clark

PLANNING

YR 1

YR 2

YR 3

YR 4

YR 5

2017-18

2018-19

2019-20

2020-21

2021-22

2022-23

2017

2018

2019

2020

2021

2022

12

13

13

13

13

525

650

625

625

625

525

655

655

630

630

499

687

687

687

656

499

634

687

687

687

472

634

634

687

687

494

621

648

648

706

496

624

656

594

626

496

589

624

656

594

385

558

589

624

656

155

341

440

472

504

90

155

341

440

472

62

90

155

341

440

60

90

155

341

341

0

4698

6298

6831

7246

7624

0%

2%

1%

1%

1%

1%

0%

8%

7%

7%

7%

7%

DSA Funding

\$0

\$32,040,360

\$44,240,931

\$49,424,594

\$54,000,077

\$58,521,596

DSA Sponsorship Fee

\$0

-\$480,605

-\$663,614

-\$741,369

-\$810,001

-\$877,824

Title I

\$0

\$0

\$0

\$0

\$0

\$0

Federal Breakfast Program

\$0

\$0

\$0

\$0

\$0

\$0

Federal Lunch Program

\$0

\$45,000

\$48,000

\$49,000

\$50,000

\$50,500

IDEA

\$0

\$471,209

\$577,448

\$616,242

\$643,717

\$684,997

State Special Education Funding

\$0

\$1,115,824

\$1,160,320

\$1,459,260

\$1,524,321

\$1,622,074

Charter start-up funds (Federal R&E already awarded to operator--not SEA grant)

Other start-up grant funds

School level fundraising

\$0

\$0

\$0

\$0

\$0

\$0

Student fees

Investment Income

Private fundraising (foundations, corporate)

Private fundraising

TOTAL REVENUE

\$0

\$33,191,788

\$45,363,085

\$50,807,727

\$55,408,113

\$60,001,343

EXPENSES

STAFFING COSTS

ASSUMPTIONS

Payroll Tax and Benefits

Medical

Single Coverage

\$4,118

Per year

Family Coverage

\$11,381

Per year

School's percentage of coverage

70%

Assumed percentage of employees choosing single coverage

60%

Weighted avg. cost for medical

\$7,023

Per year

FICA

7.65%

of Salary

State Retirement - Certified

14.00%

of Salary

State Retirement - Non-certified

14.00%

of Salary

Life Insurance

10.10%

of Salary

GASB 45

\$0

Per employee

Unemployment Insurance

\$0

Per employee

Payroll Services

\$20

Per employee per month

Bonus Pool

0.00%

Based on % of salary

FTE - Total

0.0

324.0

425.5

460.5

480.5

505.0

FTE - Administrators

0.0

31.0

37.0

40.0

42.0

43.0

FTE - Office

0.0

69.0

92.5

98.5

103.0

110.0

FTE - Special Education/ELL Teachers

0.0

21.0

29.0

31.5

32.5

35.0

FTE - Grade Level Teachers

0.0

203.0

267.0

290.5

303.0

317.0

Instructional days per year

185

Saturday schools per year

0

Contractors required for Saturday School

0

Price per contractor

\$0

	Start Year (Input year or "NA")	Base Salary	FTE Count					
Administrators								
Executive Director	2018	\$149,205.00	0.00	1.00	1.00	1.00	1.00	1.00
Principal (4)	2018	\$104,170.68	0.00	4.00	4.00	4.00	4.00	4.00
Principal (1)	2019	\$124,012.24	0.00	0.00	1.00	1.00	1.00	1.00
Assistant Principal (10)	2018	\$76,160.73	0.00	10.00	10.00	10.00	10.00	10.00
Assistant Principal (1)	2019	\$77,713.68	0.00	0.00	1.00	1.00	1.00	1.00
Assistant Principal (2)	2020	\$77,905.16	0.00	0.00	0.00	2.00	2.00	2.00
Assistant Principal (1)	2021	\$78,855.91	0.00	0.00	0.00	0.00	1.00	1.00
Curriculum Coach (6)	2018	\$66,210.99	0.00	6.00	6.00	6.00	6.00	6.00
Curriculum Coach (1)	2019	\$64,632.62	0.00	0.00	1.00	1.00	1.00	1.00
Curriculum Coach (1)	2021	\$64,964.21	0.00	0.00	0.00	0.00	1.00	1.00
Counselor (6)	2018	\$56,205.63	0.00	6.00	6.00	6.00	6.00	6.00
Counselor (3)	2019	\$50,086.74	0.00	0.00	3.00	3.00	3.00	3.00
Counselor (1)	2020	\$51,327.84	0.00	0.00	0.00	1.00	1.00	1.00
Counselor (1)	2022	\$53,110.30	0.00	0.00	0.00	0.00	0.00	1.00
School Psychologist (2)	2018	\$50,000.00	0.00	2.00	2.00	2.00	2.00	2.00
School Nurse (2)	2018	\$45,000.00	0.00	2.00	2.00	2.00	2.00	2.00
	N/A		0.00	0.00	0.00	0.00	0.00	0.00
	N/A		0.00	0.00	0.00	0.00	0.00	0.00
Total Administrators			0.00	31.00	37.00	40.00	42.00	43.00
Office Staff								
Office Manager (6)	2018	\$40,600.00	0.00	6.00	6.00	6.00	6.00	6.00
Office Manager (2)	2019	\$40,363.30	0.00	0.00	2.00	2.00	2.00	2.00
Office Manager (.5)	2020	\$41,610.95	0.00	0.00	0.00	0.50	0.50	0.50
Office Manager (.5)	2021	\$41,968.67	0.00	0.00	0.00	0.00	0.50	0.50
Registrar (5)	2018	\$40,600.00	0.00	5.00	5.00	5.00	5.00	5.00
Registrar (1)	2019	\$40,363.30	0.00	0.00	1.00	1.00	1.00	1.00
Teacher Assistants (35)	2018	\$18,162.00	0.00	35.00	35.00	35.00	35.00	35.00
Teacher Assistants (12)	2019	\$18,394.47	0.00	0.00	12.00	12.00	12.00	12.00
Teacher Assistants (2.5)	2020	\$18,745.45	0.00	0.00	0.00	2.50	2.50	2.50
Teacher Assistants (3.5)	2021	\$19,090.19	0.00	0.00	0.00	0.00	3.50	3.50
Teacher Assistants (4)	2022	\$19,433.68	0.00	0.00	0.00	0.00	0.00	4.00

Attachment 12- Financial Plan

[INSERT School Name]

Receptionist (5)	2018	\$20,567.37
Receptionist (2)	2019	\$18,060.78
Receptionist (1)	2020	\$18,453.34
Clinic Aide / FASA (5)	2018	\$20,567.37
Clinic Aide / FASA (2)	2019	\$18,060.78
Clinic Aide / FASA (1)	2022	\$19,130.84
Campus Monitor/Custodian (9)	2018	\$25,777.90
Campus Monitor/Custodian (4.5)	2019	\$24,337.06
Campus Monitor/Custodian (1)	2020	\$24,788.18
Campus Monitor/Custodian (.5)	2021	\$25,271.33
Campus Monitor/Custodian (2)	2022	\$25,703.68
Cafeteria Manager (4)	2018	\$17,617.50
Cafeteria Manager (1)	2020	\$20,646.00
	N/A	

Total Administrators and Office Staff

Pinecrest Academy of Nevada

PLANNING	YR 1	YR 2	YR 3	YR 4	YR 5
0.00	5.00	5.00	5.00	5.00	5.00
0.00	0.00	2.00	2.00	2.00	2.00
0.00	0.00	0.00	1.00	1.00	1.00
0.00	5.00	5.00	5.00	5.00	5.00
0.00	0.00	2.00	2.00	2.00	2.00
0.00	0.00	0.00	0.00	0.00	1.00
0.00	9.00	9.00	9.00	9.00	9.00
0.00	0.00	4.50	4.50	4.50	4.50
0.00	0.00	0.00	1.00	1.00	1.00
0.00	0.00	0.00	0.00	0.50	0.50
0.00	0.00	0.00	0.00	0.00	2.00
0.00	4.00	4.00	4.00	4.00	4.00
0.00	0.00	0.00	1.00	1.00	1.00
0.00	0.00	0.00	0.00	0.00	0.00
0.00	69.00	92.50	98.50	103.00	110.00

Attachment 12- Financial Plan

[INSERT School Name]

Pinecrest Academy of Nevada

Special Education and ELL Teachers

[illegible]**Total Special Education/ELL Teachers**[illegible]

Grade Level	Subject	Teacher	Start Year (Input year or "NA")	Base Salary
K	General (27)	Grade Level Teacher	2018	\$43,000.00
K	General (6)	Grade Level Teacher	2019	\$43,500.00
1	General (26)	Grade Level Teacher	2018	\$43,000.00
1	General (6)	Grade Level Teacher	2019	\$43,500.00
1	General (1)	Grade Level Teacher	2020	\$44,000.00
2	General (25)	Grade Level Teacher	2018	\$43,000.00
2	General (8)	Grade Level Teacher	2019	\$43,500.00
3	General (25)	Grade Level Teacher	2018	\$43,000.00
3	General (7)	Grade Level Teacher	2019	\$43,500.00
3	General (1)	Grade Level Teacher	2020	\$44,000.00
4	General (20)	Grade Level Teacher	2018	\$43,000.00
4	General (6)	Grade Level Teacher	2019	\$43,500.00
4	General (2)	Grade Level Teacher	2020	\$44,000.00
5	General (21)	Grade Level Teacher	2018	\$43,000.00
5	General (5)	Grade Level Teacher	2019	\$43,500.00
5	General (2)	Grade Level Teacher	2020	\$44,000.00
6	General (18)	Grade Level Teacher	2018	\$43,000.00
6	General (4)	Grade Level Teacher	2019	\$43,500.00
6	General (1)	Grade Level Teacher	2020	\$44,000.00
7	General (18)	Grade Level Teacher	2018	\$43,000.00
7	General (3)	Grade Level Teacher	2019	\$43,500.00
7	General (1)	Grade Level Teacher	2020	\$44,000.00
7	General (1)	Grade Level Teacher	2022	\$45,000.00

FTE Count					
0.00	27.00	27.00	27.00	27.00	27.00
0.00	0.00	6.00	6.00	6.00	6.00
0.00	26.00	26.00	26.00	26.00	26.00
0.00	0.00	6.00	6.00	6.00	6.00
0.00	0.00	0.00	1.00	1.00	1.00
0.00	25.00	25.00	25.00	25.00	25.00
0.00	0.00	8.00	8.00	8.00	8.00
0.00	25.00	25.00	25.00	25.00	25.00
0.00	0.00	7.00	7.00	7.00	7.00
0.00	0.00	0.00	1.00	1.00	1.00
0.00	20.00	20.00	20.00	20.00	20.00
0.00	0.00	6.00	6.00	6.00	6.00
0.00	0.00	0.00	2.00	2.00	2.00
0.00	21.00	21.00	21.00	21.00	21.00
0.00	0.00	5.00	5.00	5.00	5.00
0.00	0.00	0.00	2.00	2.00	2.00
0.00	18.00	18.00	18.00	18.00	18.00
0.00	0.00	4.00	4.00	4.00	4.00
0.00	0.00	0.00	1.00	1.00	1.00
0.00	18.00	18.00	18.00	18.00	18.00
0.00	0.00	3.00	3.00	3.00	3.00
0.00	0.00	0.00	1.00	1.00	1.00
0.00	0.00	0.00	0.00	0.00	1.00

Attachment 12- Financial Plan

[INSERT School Name]

Pinecrest Academy of Nevada

				PLANNING	YR 1	YR 2	YR 3	YR 4	YR 5
8	General (13)	Grade Level Teacher	2018	\$43,000.00	0.00	13.00	13.00	13.00	13.00
8	General (6)	Grade Level Teacher	2019	\$43,500.00	0.00	0.00	6.00	6.00	6.00
8	General (2)	Grade Level Teacher	2020	\$44,000.00	0.00	0.00	0.00	2.00	2.00
8	General (1)	Grade Level Teacher	2021	\$44,500.00	0.00	0.00	0.00	0.00	1.00
8	General (1)	Grade Level Teacher	2022	\$45,000.00	0.00	0.00	0.00	0.00	1.00
9	General (5)	Grade Level Teacher	2018	\$43,000.00	0.00	5.00	5.00	5.00	5.00
9	General (8)	Grade Level Teacher	2019	\$43,500.00	0.00	0.00	8.00	8.00	8.00
9	General (2)	Grade Level Teacher	2020	\$44,000.00	0.00	0.00	0.00	2.00	2.00
9	General (2)	Grade Level Teacher	2022	\$45,000.00	0.00	0.00	0.00	0.00	2.00
10	General (3)	Grade Level Teacher	2018	\$43,000.00	0.00	3.00	3.00	3.00	3.00
10	General (2)	Grade Level Teacher	2019	\$43,500.00	0.00	0.00	2.00	2.00	2.00
10	General (8)	Grade Level Teacher	2020	\$44,000.00	0.00	0.00	0.00	8.00	8.00
10	General (2)	Grade Level Teacher	2021	\$44,500.00	0.00	0.00	0.00	0.00	2.00
10	General (1)	Grade Level Teacher	2022	\$45,000.00	0.00	0.00	0.00	0.00	1.00
11	General (2)	Grade Level Teacher	2018	\$43,000.00	0.00	2.00	2.00	2.00	2.00
11	General (1)	Grade Level Teacher	2019	\$43,500.00	0.00	0.00	1.00	1.00	1.00
11	General (2)	Grade Level Teacher	2020	\$44,000.00	0.00	0.00	0.00	2.00	2.00
11	General (8)	Grade Level Teacher	2021	\$44,000.00	0.00	0.00	0.00	8.00	8.00
11	General (1)	Grade Level Teacher	2022	\$44,500.00	0.00	0.00	0.00	0.00	1.00
12	General (2)	Grade Level Teacher	2019	\$43,500.00	0.00	0.00	2.00	2.00	2.00
12	General (1.5)	Grade Level Teacher	2020	\$44,000.00	0.00	0.00	0.00	1.50	1.50
12	General (1.5)	Grade Level Teacher	2021	\$44,500.00	0.00	0.00	0.00	1.50	1.50
12	General (8)	Grade Level Teacher	2022	\$45,000.00	0.00	0.00	0.00	0.00	8.00
6	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
6	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
6	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
7	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
7	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
7	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
7	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
7	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
8	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
8	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
8	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
8	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
8	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
9	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
9	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
9	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
9	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
9	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
10	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
10	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
10	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
10	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
10	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
11	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
11	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
11	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
11	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00
11	General	Grade Level Teacher	NA	\$0.00	0.00	0.00	0.00	0.00	0.00

Attachment 12- Financial Plan

[INSERT School Name]

Pinecrest Academy of Nevada

12	General	Grade Level Teacher
12	General	Grade Level Teacher
12	General	Grade Level Teacher
12	General	Grade Level Teacher
12	General	Grade Level Teacher

NA	\$0.00
NA	\$0.00
NA	\$0.00
NA	\$0.00
NA	\$0.00

Total Grade Level Teachers

PLANNING	YR 1	YR 2	YR 3	YR 4	YR 5
0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00
0.00	203.00	267.00	290.50	303.00	317.00

TOTAL SALARIES	\$0	\$13,506,010	\$18,105,558	\$20,221,716	\$21,747,357	\$23,461,564
Total Medical Benefits	\$0	\$1,640,648	\$2,219,254	\$2,473,856	\$2,658,737	\$2,878,131
Total FICA	\$0	\$1,033,210	\$1,385,075	\$1,546,961	\$1,663,673	\$1,794,810
Total State Retirement Costs	\$0	\$1,851,667	\$2,478,069	\$2,773,733	\$2,986,740	\$3,226,211
Total Life Insurance	\$0	\$1,364,107	\$1,828,661	\$2,042,393	\$2,196,483	\$2,369,618
Total GASB 45	\$0	\$0	\$0	\$0	\$0	\$0
Total Unemployment Insurance	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL BENEFITS	\$0	\$5,889,632	\$7,911,060	\$8,836,943	\$9,505,633	\$10,268,770
% of Salaries	#DIV/0!	43.6%	43.7%	43.7%	43.7%	43.8%

PART-TIME EMPLOYEES

Input part-time employee						
Percentage of full-time FTE						
Annualized salary		\$0	\$0	\$0	\$0	\$0
Input part-time employee						
Percentage of full-time FTE						
Annualized salary		\$0	\$0	\$0	\$0	\$0
Input part-time employee						
Percentage of full-time FTE						
Annualized salary		\$0	\$0	\$0	\$0	\$0
Input part-time employee						
Percentage of full-time FTE						
Annualized salary		\$0	\$0	\$0	\$0	\$0
Input part-time employee						
Percentage of full-time FTE						
Annualized salary		\$0	\$0	\$0	\$0	\$0

PART TIME SALARIES	\$0	\$0	\$0	\$0	\$0	\$0
PERFORMANCE BONUSES	\$0	\$0	\$0	\$0	\$0	\$0
PAYROLL SERVICES	\$0	\$77,760	\$102,120	\$110,520	\$115,320	\$121,200

Attachment 12- Financial Plan

[INSERT School Name]

Pinecrest Academy of Nevada

GENERAL OPERATING EXPENSES

- Instruction
- Consumables
- Athletics
- Office Supplies
- Classroom Supplies
- Copier Supplies
- Nursing Supplies
- SPED Supplies
- Dues and Fees
- Lunch Program
- Travel
- Special Education Contracted Services
- Management Fee
- IT Services - Monthly
- IT Set-up Fees
- Website
- Infinite Campus
- Affiliation Fee
- Phone and Communications
- Postage
- Background and Fingerprinting
- Fire and Security alarms
- School Insurance
- Other Purchases
- Repairs & Maintenance
- Lawn Care
- Custodial Supplies
- Substitute Teachers
- Summer Maintenance
- Monitoring Fee
- AC Maintenance & Repair
- Tuition Reimbursements
- Loan Payments
- Background checks
- Accounting services
- Field trips
- Field trips - out of state
- Parent & staff meetings
- Saturday School (contractors for instruction)

Total Instructional Supplies
Per student

Contracted Services

Annual audit	\$36,250	Per year
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Legal funds \$24,000 Per year

Total Contract Services[illegible]

Attachment 12- Financial Plan

[INSERT School Name]

Pinecrest Academy of Nevada

Food Program	School Pays?		PLANNING	YR 1	YR 2	YR 3	YR 4	YR 5
Breakfast	no	\$0.00		\$0	\$0	\$0	\$0	\$0
				\$0	\$0	\$0	\$0	\$0
Lunch program	no	\$0.00						
Snacks	no	\$0.00		\$0	\$0	\$0	\$0	\$0
Saturday food program	no	\$0.00		\$0	\$0	\$0	\$0	\$0
Total Food Costs			\$0	\$0	\$0	\$0	\$0	\$0

TOTAL GENERAL OPERATING EXPENSES	\$0	\$4,934,788	\$6,597,884	\$7,248,256	\$7,774,811	\$8,176,603
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TRANSPORTATION COSTS	PLANNING	YR 1	YR 2	YR 3	YR 4	YR 5
ASSUMPTIONS	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
	2017	2018	2019	2020	2021	2022
Percentage of students transported						
Students per bus						
Bus purchase price (used bus)						
Miles driven per bus per day						
Miles driven per bus per year	0					
Miles per gallon						
Gallons purchased per year	0.00					
Price per gallon						
Annual fuel costs per bus	\$0.00					
Maintenance costs per bus						
Annual maintenance costs per bus	\$0					
Bus Contracting Costs						
Number of students participating	0	0	0	0	0	0
Number of buses required	0	0	0	0	0	0
Bus purchasing costs	\$0	\$0	\$0	\$0	\$0	\$0
Fuel costs	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance costs	\$0	\$0	\$0	\$0	\$0	\$0
Bus Contracting Costs	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL TRANSPORTATION COSTS	\$0	\$0	\$0	\$0	\$0	\$0
Per student	NA	NA	NA	NA	NA	NA

		PLANNING	YR 1	YR 2	YR 3	YR 4	YR 5
Flag Football (8 home games; 8 away games)							
Head coach			\$1,000				
Assistant Coach			\$500				
Equipment							
Uniforms			\$300				Assumption?
Footballs			\$100				
Flags/Misc Equipment			\$400				per away game
Transportation			\$1,200				\$150 per away game - bus rental
Referees			\$800				2 refs per home game - \$50 ref
Total Costs			\$4,300				
Boys Basketball (12 home games; 12 away games)							
Head coach			\$1,000				
Assistant Coach			\$500				
Equipment							
Uniforms			\$500				Assumption?
Basketballs			\$100				
Misc Equipment			\$200				per away game
Transportation			\$1,800				\$150 per away game - bus rental
Referees			\$1,200				2 refs per home game - \$50 ref
Gym rental			\$0				\$35/hour? - could be up to \$6K
Total Costs			\$5,300				
Girls Cheerleading (12 home games; 12 away games)							
Head coach			\$1,000				
Assistant Coach			\$500				
Equipment							
Uniforms			\$500				Assumption?
Basketballs			\$0				
Misc Equipment			\$200				per away game
Transportation			\$1,800				\$150 per away game - bus rental
Referees			\$1,200				2 refs per home game - \$50 ref
Gym rental			\$0				\$35/hour? - could be up to \$6K
Total Costs			\$5,200				
Boys Soccer (8 home games; 8 away games)							
Head coach			\$1,000				
Assistant Coach			\$500				
Equipment							
Uniforms			\$400				Assumption?
Soccer balls			\$150				
Shin guards, Misc Equipment			\$400				per away game
Transportation			\$1,200				\$150 per away game - bus rental
Referees			\$800				2 refs per home game - \$50 ref
Total Costs			\$4,450				
Girls Soccer (8 home games; 8 away games)							
Head coach			\$1,000				
Assistant Coach			\$500				
Equipment							
Uniforms			\$400				Assumption?
Soccer balls			\$150				
Shin guards, Misc Equipment			\$400				per away game
Soccer goals			\$2,000				\$1,000 per goal - 2 goals
Transportation			\$1,200				\$150 per away game - bus rental
Referees			\$800				2 refs per home game - \$50 ref
Total Costs			\$6,450				

Attachment 12- Financial Plan

[INSERT School Name]

Pinecrest Academy of Nevada

PLANNING YR 1 YR 2 YR 3 YR 4 YR 5

Boys track and field (8 home games; 8 away games)							
Head coach	\$1,000						
Assistant Coach	\$500						
Equipment							
Uniforms	\$0						
Other Equipment	\$0					Possible grant?	
Transportation	\$1,200					\$150 per away game - bus rental	
Referees	\$800					2 refs per home game - \$50 ref	
Total Costs	\$3,500						
Girls track and field (8 home games; 8 away games)							
Head coach	\$1,000						
Assistant Coach	\$500						
Equipment							
Uniforms	\$0						
Other Equipment	\$0					Possible grant?	
Transportation	\$1,200					\$150 per away game - bus rental	
Referees	\$800					2 refs per home game - \$50 ref	
Total Costs	\$3,500						
Boys Lacrosse (8 home games; 8 away games)							
Head coach	\$1,000						
Assistant Coach	\$500						
Equipment							
Uniforms	\$0						
Other Equipment	\$0					Possible grant?	
Transportation	\$1,200					\$150 per away game - bus rental	
Referees	\$800					2 refs per home game - \$50 ref	
Total Costs	\$3,500						
Girls Lacrosse (8 home games; 8 away games)							
Head coach	\$1,000						
Assistant Coach	\$500						
Equipment							
Uniforms	\$0						
Other Equipment	\$0					Possible grant?	
Transportation	\$1,200					\$150 per away game - bus rental	
Referees	\$800					2 refs per home game - \$50 ref	
Total Costs	\$3,500						
Active program?							
Football	no	\$0	\$0	\$0	\$0	\$0	
Boy's basketball	no	\$0	\$0	\$0	\$0	\$0	
Girl's cheerleading	no	\$0	\$0	\$0	\$0	\$0	
Boy's soccer	no	\$0	\$0	\$0	\$0	\$0	
Girl's soccer	no	\$0	\$0	\$0	\$0	\$0	
Boy's track and field	no	\$0	\$0	\$0	\$0	\$0	
Girl's track and field	no	\$0	\$0	\$0	\$0	\$0	
Boy's lacrosse	no	\$0	\$0	\$0	\$0	\$0	
Girl's lacrosse	no	\$0	\$0	\$0	\$0	\$0	
TOTAL EXPENSES		\$0	\$24,408,189	\$32,716,623	\$36,417,435	\$39,143,120	\$42,028,136

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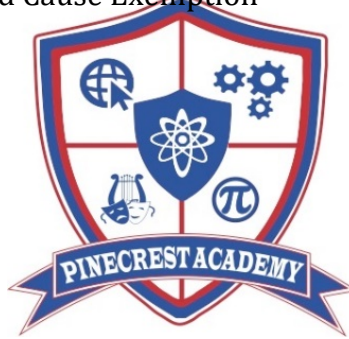
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INDEPENDENT AUDIT DATA

- 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 tab

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	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)	\$ 3,417,765	\$ 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	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	\$ (8,148)	\$ -	\$ 157,736
NV	46-1907920		Doral Academy of Nevada	2014-2015	2015	\$ 1,486,477	\$ 2,551,892	\$ 1,058,789	\$ 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	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	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



6630 Surrey St.
Las Vegas, NV 89119

September 11, 2018

State Public Charter School Authority
1749 North Steward Street, Suite 4D
Carson City, Nevada 89706

Re: Request for Good Cause Exemption from Amendment Deadline

To Whom It May Concern:

Pinecrest Academy of Nevada requests an exemption from the amendment deadline to amend their charter contract with the SPCSA to acquire the Horizon, St. Rose, and Inspirada campuses.

In August of 2015, Pinecrest Academy of Nevada entered into their current leases which have a window to purchase in years 3-5. If those options are not exercised in a timely manner, the schools will be locked into the lease schedules which contain escalators over the next 30 years. A bond will allow the schools to minimize their facility costs as a percentage of their operating budgets.

Pinecrest Academy of Nevada requests that the Authority approve Pinecrest's Campus Acquisition Amendment Request and grant a good cause exemption from the amendment deadline originally set for October 15, 2018 due to the timeline of the bond acquisition the later deadline would expose the schools to an increased interest rate that potentially could cost the school significant monetary hardships.

Sincerely,

Pinecrest Academy of Nevada, Board Chair