

SCHOOL LEASE

between

310 9th STREET, LLC
a Nevada limited liability company

(the "Landlord")

and

CLV STRONG START ACADEMY ELEMENTARY SCHOOLS, INC.,
a Nevada nonprofit corporation

(the "Tenant")

For Premises Located At:

302 S. 9th Street
Las Vegas, Nevada 89101

Date of Lease: June 13, 2022

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A LEGAL DESCRIPTION OF PREMISES

SCHOOL LEASE

This School Lease (this "Lease") is made as of June 13, 2022 (the "Date of Lease") by and between 310 9th STREET LLC, a Delaware limited liability company ("Landlord") and CLV STRONG START ACADEMY ELEMENTARY SCHOOLS, INC., a Nevada nonprofit corporation ("Tenant").

Landlord and Tenant, intending to be legally bound, and in consideration of their mutual covenants and all conditions of this Lease, covenant and agree as follows.

1. BASIC LEASE PROVISIONS. This Section summarizes the basic provisions of this Lease. The full agreement of the parties with respect to each of the following provisions is set forth in the remaining sections of this Lease.

1.1 Premises. The premises leased by Landlord to Tenant under this Lease (the "Premises") consist of the real property located at 302 S. 9th Street, City of Las Vegas, Clark County, Nevada, including multiple buildings (the "Buildings") and all other improvements located thereon, and all parking areas and landscaping located on such real property, all as legally described on Exhibit A attached to this Lease.

1.2 Term. This Lease shall be for a term (the "Term") commencing on the Commencement Date, and expiring on the earlier of (a) June 12, 2023, (b) if the sale of the Premises by Landlord to the City of Las Vegas terminates prior to closing, in which case the Term shall expire on June 12, 2023 without a right of extension, or (c) the failure of the Nevada State Public Charter School Authority to consent to the Premises as the location of the school. Except as stated in subclause (b) above in this paragraph, the Term may be extended five (5) times for a period of one (1) year each, upon the prior written consent of both Landlord and Tenant, which consent either party may withhold in their sole and absolute discretion, as provided in Section 3.2.

1.3 Commencement Date. The Commencement Date shall be June 13, 2022.

1.4 Base Rent. During the Term, Tenant shall pay monthly installments of Base Rent in the amount of Ten Thousand Dollars (\$10,000.00) per month, payable in advance. Base Rent for any partial month during the Term of this lease shall be prorated.

1.5 Operating Costs. As provided in Section 5.4 and Article 6 below, in addition to Base Rent, Tenant shall be responsible for paying real property taxes, utilities, certain maintenance and repair expenses, and insurance costs.

1.6 Base Rent Paid Upon Execution. Upon execution of this Lease, Tenant shall pay to Landlord \$6,000.00, as Base Rent for the period June 13, 2022 through June 30, 2022.

1.7 Security Deposit. Tenant shall deposit with Landlord \$10,000.00 as a security deposit (the "Security Deposit"). Article 4 of this Lease describes the parties' agreement with respect to the Security Deposit.

1.8 Permitted Use. Tenant shall only use the Premises as an elementary school, and related purposes. Tenant's use of the Premises shall be governed by Article 15 of this Lease.

1.9 Tenant's Trade Name. Strong Start Academy Elementary School (subject to compliance with Section 1.13 below).

1.10 Landlord's Address for Payments and Notice.

310 9th Street LLC
c/o Goldsmith Guymon PC
2055 Village Center Circle
Las Vegas, Nevada 89134
Attn: Dara Goldsmith, Esq.
Telephone: (702) 873-9500
Email: dgoldsmith@goldguylaw.com

with a copy of all notices to:

Holland & Knight LLP
400 South Hope Street, 8th Floor
Los Angeles, California 90071
Attn: Susan Booth, Esq.
Tel: (213) 896-2540
Email: susan.booth@hklaw.com

1.11 Tenant's Address for Notice.

CLV Strong Start Academy Elementary Schools, Inc.
310 S. 9th Street
Las Vegas, Nevada 89101
Attn: Miriam Benitez
Telephone: 702-757-0811
Email: mbenitez@clvstrongstartes.org

with a copy of all notices to:

Fox Rothschild LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
Attn: Colleen McCarty, Esq.
Telephone: (702) 262-6899
Email: cmccarty@foxrothschild.com

1.12 Exhibits and Addenda. The exhibits and addenda that are attached to this Lease are listed in the Table of Contents, and all exhibits and addenda that are attached to this Lease are incorporated into and constitute a part of this Lease.

1.13 Name of Premises Campus. The name of the Premises campus shall at all times comply with the following naming convention: “[*Name of the then current school program (which name shall not be, contain or include the name of any individual)*] at The Tony Hsieh Education Center”. Such name shall appear on all signage at the Premises, and in all websites, publications and other materials for the school.

1.14 Agreement to Honor Tony Hsieh. Tenant agrees to comply with Landlord's requirements in connection with honoring the memory of Tony Hsieh, including, by way of example, taking the following actions at Landlord's request:

1.14.1 Naming Ceremony. On a date to be designated by Landlord, which is anticipated to occur during the initial Term of this Lease, Tenant shall cooperate with Landlord to hold a formal naming ceremony for the Premises campus, outside of school hours, at which the name of the

Premises campus as agreed to by Landlord shall be announced and the Premises campus shall be dedicated to the memory of Tony Hsieh.

1.14.2 Other Means of Honoring. Tenant agrees to cooperate with the Landlord, at Landlord's request, to take the following additional actions to honor Tony Hsieh:

(a) Artwork. Landlord shall have the right to place in the school and other locations on the Premises certain sculptures, murals, places or other artwork honoring Tony Hsieh.

(b) Handbooks and Website. At Landlord's request, Tenant agrees to include information honoring Tony Hsieh in all parent handbooks at the school, and on the website for the school.

(c) Display Case. At Landlord's request, Tenant agrees to install a display case in the school's on-site administrative office lobby which shall include displays honoring Tony Hsieh.

(d) Annual Memorial. At Landlord's request, Landlord and Tenant shall select a school day each year dedicated to honoring Tony Hsieh.

2. THE PREMISES.

2.1 Lease of the Premises. By this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises on all of the terms and conditions set forth in this Lease.

2.2 Condition of the Premises at Commencement. Landlord's sole obligation with respect to preparing the Premises for Tenant's use and occupancy shall be to deliver the Premises to Tenant clean and free of debris, with the electrical, plumbing, HVAC, and other mechanical systems in good operating condition, and otherwise in their "as is" condition on the Commencement Date, except as otherwise expressly set forth below in this paragraph. Except as specifically set forth in below in this paragraph, Landlord shall not be obligated to provide, pay for or provide any allowance for any improvement work or services related to the improvement, refurbishment or renovation of the Premises, and Tenant shall accept the Premises in their "as-is" condition, except for the electrical, plumbing, HVAC and other mechanical systems as set forth above, as of Landlord's delivery of the Premises to Tenant. Tenant also acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Premises, the Building or the Project or with respect to the suitability of any of the foregoing for the conduct of Tenant's business, except as specifically set forth in this paragraph. Notwithstanding the foregoing, Landlord shall ensure that the electrical, plumbing, HVAC and other mechanical systems of the Buildings shall be in good working order on the Commencement Date, and if Tenant notifies Landlord within thirty (30) days after the Commencement Date that any of such systems was not in good working order, Landlord shall repair such failure at Landlord's expense.

2.3 No Representations. Tenant acknowledges that neither Landlord nor any of Landlord's authorized agents, representatives, property managers, consultants, contractors, partners, subsidiaries, affiliates, directors, officers and employees (collectively, the "Landlord's Agents"), has made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose, including, but not limited to, any representations or warranties regarding zoning or other land use matters, or for any other purpose, and that neither Landlord nor any of Landlord's Agents has agreed to undertake any alterations or additions or construct any improvements to the Premises except as expressly provided in this Lease.

3. TERM.

3.1 Term. The Term shall be the period of time specified in Section 1.2 above, commencing on the Commencement Date. If the end of the Term as measured from the Commencement

Date does not occur at the end of a month, the Term shall extend until the end of the last day of such month. For purposes of this Lease, the term "Lease Year" means each consecutive twelve (12) month period during the Term, commencing on the Commencement Date.

3.2 Options to Renew. If the sale of the Premises by Landlord to the City of Las Vegas terminates prior to closing, the Term shall expire on June 12, 2023, without a right of extension. Other than in the foregoing situation, the Term may be extended by the mutual written agreement of Landlord and Tenant for five (5) additional periods of one (1) year each. Either party may withhold its agreement to an extension in such party's sole discretion. If the Term is extended, Landlord and Tenant shall enter into an amendment to this Lease providing for such extension, the rent payable during such extension, and any other terms and conditions relating to such extension that may be agreed to by the parties.

4. SECURITY DEPOSIT. Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit in the amount set forth in Section 1.7 above for the performance of all of Tenant's obligations under this Lease. Upon expiration of the Term, as long as Tenant is not in default under this Lease, Landlord shall return the Security Deposit to Tenant, after deducting the amounts needed to make good any default by Tenant. Landlord shall have the right, but not the obligation, to apply all or any portion of the Security Deposit to cure any Tenant default at any time, in which case Tenant shall be obligated to restore the Security Deposit to its original amount within ten (10) business days. Tenant waives the provisions of any law, now or hereafter in force, that provides that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other loss or damage, foreseeable or unforeseeable, caused by the act or omission of Tenant or any officer, employee, agent or invitee of Tenant. Landlord shall not be required to keep all or any part of the Security Deposit separate from its general accounts. Unless otherwise expressly agreed in writing by Landlord, no part of the Security Deposit shall be considered to be held in trust, to bear interest or other increment for its use, or to be prepayment for any monies to be paid by Tenant under this Lease. If Landlord keeps the Security Deposit in an interest bearing account, all interest shall accrue for the benefit of Landlord.

5. RENT.

5.1 Definition of "Rent." The term "Rent" as used in this Lease shall mean Base Rent and all other amounts required to be paid by Tenant to Landlord under the terms of this Lease. Rent owing under this Lease for any and all periods shall remain open and capable of collection throughout the balance of the Term. All Rent shall be paid at Landlord's option, by electronic payment pursuant to instructions to be provided by Landlord from time to time, or at Landlord's address set forth in Section 1.10 above or at such other place as Landlord may designate from time to time.

5.2 Base Rent. Tenant agrees to pay the Base Rent set forth in Section 1.4 above for each month of the Term, payable in advance on the first day of each month commencing with the Commencement Date, without any deduction or setoff whatsoever and without the requirement of any prior notice, invoice or demand. If the Commencement Date is not the first day of a month, a prorated monthly installment shall be paid on the Commencement Date for the fractional month during which the Commencement Date occurs. If the last day of the Term of this Lease is not the last day of a month, the Base Rent for such month shall be prorated for the number of days during such month that are a part of the Term compared to the actual number of days of such month. At the time of execution of this Lease, Tenant shall pay the amount set forth in Section 1.6, as prepayment of the Base Rent for the periods set forth in Section 1.6.

6. OPERATING COSTS, UTILITIES, AND TAXES.

6.1 Operating Costs. Except for Landlord's obligation to maintain and repair the portions of the Premises described in Section 7.2, Tenant shall be solely responsible for the payment of all costs and expenses relating to the operation, maintenance and repair of the Premises, including, without limitation, the following costs:

6.1.1 Utilities, Operating and Maintenance Costs. The cost of supplying all utilities (which Tenant shall arrange for and pay directly to the provider thereof);

6.1.2 Landscape Maintenance. The cost of landscape maintenance;

6.1.3 Parking Area Maintenance. The cost of parking area maintenance and repair;

6.1.4 Licenses and Permits. The cost of all licenses, certificates, permits and inspections required for the operation of the Premises for the Permitted Use; and

6.1.5 Maintenance and Repair. The cost of operating, repairing and maintaining the Premises and all systems, equipment or facilities which serve the Premises.

6.2 Taxes. Tenant shall pay all taxes relating to the Premises and its operations, including the following:

6.2.1 Real Property Taxes. Tenant shall pay prior to the due date all federal, state, county, or local governmental or municipal taxes, fees, assessments, charges, commercial rental taxes, in lieu taxes, levies, penalties or other impositions of every kind and nature, whether general, special, ordinary or extraordinary or in connection with the ownership, leasing and operation of the Premises (collectively, "Real Property Taxes"). Without limiting the foregoing, the term "Real Property Taxes" shall also include: (a) any tax on Landlord's rent from the Premises or against Landlord's business of leasing any of the Premises, but excluding Landlord's federal, state or city income, franchise, inheritance or estate taxes; (b) any assessment, tax, fee, levy or charge imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, refuse removal and for other services, whether or not such assessment, tax, fee, levy or charge was previously commonly included within the definition of real property tax and whether or not such services were formerly provided without charge to property owners or occupants; and (c) any assessment, tax, fee, levy or charge upon this transaction or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises. Landlord shall provide Tenant with any bills for Real Property Taxes received by Landlord, and Tenant shall pay all Real Property Taxes prior to delinquency and shall provide Landlord evidence of such payment.

6.2.2 Taxes on Tenant's Personal Property. Tenant shall reimburse Landlord upon demand for any and all taxes required to be paid by Landlord when such taxes are measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, trade fixtures and other personal property located in the Premises.

7. REPAIRS AND ALTERATIONS.

7.1 Tenant's Obligations. Subject to Landlord's obligations stated in Section 7.2, Tenant shall, at Tenant's sole expense, keep the Premises and all fixtures and alterations thereon in good order, condition and repair, including, but not limited to, all equipment or facilities, such as plumbing, heating, ventilating, air-conditioning, electrical, lighting facilities, fire protection system, fixtures, interior walls, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in or on the Premises. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

Tenant shall, during the term of this Lease, keep the exterior appearance of the Premises in a first-class condition consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Premises.

7.2 Landlord's Obligations. Landlord shall, at its sole expense, maintain and repair the structural elements of the Buildings, which are defined to consist solely of the roof and roof membrane, foundations, exterior walls and interior load-bearing walls. In addition, Landlord agrees that if the HVAC, electrical, plumbing or other mechanical systems of the Buildings need to be replaced as a result of ordinary wear and tear, Landlord shall replace such systems at Landlord's cost. Subject to the foregoing and to the provisions of Section 2.2 (condition of the Premises upon commencement), Article 8 (casualty damage) and Article 11 (eminent domain), it is intended by the parties hereto that Landlord shall have no obligation, in any manner whatsoever, to repair and maintain the Premises, the improvements located thereon, or the equipment therein, all of which obligations are intended to be those of Tenant under Section 7.1 above. It is the intention of the parties that the terms of this Lease govern the respective obligations of the parties as to the maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease with respect to, or which afford Tenant the right to make repairs at the expense of Landlord or to terminate this Lease by reason of any needed repairs.

7.3 Landlord's Right of Entry. If Tenant fails to perform Tenant's obligations under Section 7.1, Landlord may provide Tenant with written notice requiring Tenant to perform such obligations. If Tenant fails to perform such obligations within fifteen (15) days after receipt of such written notice, or if such obligations cannot reasonably be performed within fifteen (15) days, if Tenant fails to commence such performance within fifteen (15) days after receipt of such written notice and thereafter to diligently prosecute such performance to completion, Landlord may enter the Premises after two (2) days' prior written notice to Tenant (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf, and put the Premises in good order, condition and repair, and the costs and expenses incurred by Landlord in doing so, plus an administrative fee of 10% of such cost, shall be due and payable by Tenant to Landlord upon receipt of an invoice therefor. Such action by Landlord shall not cure Tenant's breach of its obligations under Section 7.1, and Landlord shall have the right to exercise any or all of its other remedies as set forth in Article 23. Landlord shall, to the extent possible, schedule any such entry onto the Premises during times other than hours when school is in session.

7.4 Mechanic's Liens. All work performed, materials furnished, or obligations incurred by or at the request of Tenant or its agents or contractors shall be deemed authorized and ordered by Tenant only, and Tenant shall not permit any mechanic's or construction liens to be filed against the Premises in connection therewith. Upon completion of any such work, Tenant shall deliver to Landlord final unconditional lien waivers from all contractors, subcontractors and materialmen who performed such work. If such a lien is filed, then Tenant shall, within ten (10) days after Landlord has delivered notice of the filing thereof to Tenant (or such earlier time period as may be necessary to prevent the forfeiture of the Premises or any interest of Landlord therein or the imposition of a civil or criminal fine with respect thereto), either (a) pay the amount of the lien and cause the lien to be released of record, or (b) diligently contest such lien and post a bond or other security that is sufficient to cause such lien to be released of record. If Tenant fails to timely take either such action, then Landlord may pay the lien claim, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within ten (10) days after Landlord has invoiced Tenant therefor. Landlord and Tenant acknowledge and agree that their relationship is and shall be solely that of "landlord-tenant" (thereby excluding a relationship of "owner-contractor," "owner-agent" or other similar relationships) and that Tenant is not authorized to act as Landlord's common law agent or construction agent in connection with any work performed at the Premises. Accordingly, all materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracting with Tenant, any contractor or subcontractor of Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises, at any time from the date hereof until the end of the Term, are hereby charged with notice that they must look exclusively to Tenant to obtain payment for same. Additionally, Tenant acknowledges that Landlord has

not required Tenant to perform any particular tenant improvements or alterations to the Premises. Nothing in this Lease shall be deemed a consent by Landlord to any liens being placed upon the Premises or Landlord's interest therein due to any work performed by or for Tenant or deemed to give any contractor or subcontractor or materialman any right or interest in any funds held by Landlord to reimburse Tenant for any portion of the cost of such work. Tenant shall defend, indemnify and hold harmless Landlord and its agents and representatives from and against all claims, demands, causes of action, suits, judgments, damages and expenses (including attorneys' fees) in any way arising from or relating to the failure by Tenant to pay for any work performed, materials furnished, or obligations incurred by or at the request of Tenant, or arising from or relating to Tenant's failure to comply with its requirement stated in this paragraph. This indemnity provision shall survive termination or expiration of this Lease.

7.5 Alterations.

7.5.1 Landlord's Consent. Except as provided in Sections 2.2 and 7.2, Tenant shall be responsible for all redecorating, remodeling, alterations, improvements and painting of the Premises during the Term, subject to the restrictions in this Section 7.5. Tenant may not make any improvements, alterations, additions or changes to the Premises (collectively, "Alterations") without the prior written consent of Landlord (except as provided in Section 7.5.2), which consent shall be requested by Tenant not less than thirty (30) days prior to the planned commencement of such Alterations and which consent shall not be unreasonably withheld by Landlord; provided, however, Landlord may withhold its consent to any Alterations that would adversely affect (in the reasonable discretion of Landlord) (a) the Building's structure or structural elements or the Building's mechanical or utility systems, or (b) the exterior appearance of the Building. All Alterations shall be constructed, maintained, and used by Tenant, at its risk and expense, in accordance with all applicable laws, statutes, ordinances, codes or other governmental rules, regulations or requirements now in force or which may hereafter be enacted or promulgated. Landlord's consent to or approval of any Alterations (or the plans therefor) shall not constitute a representation or warranty by Landlord, nor Landlord's acceptance, that the same comply with sound architectural and/or engineering practices or with all applicable Laws, and Tenant shall be solely responsible for ensuring all such compliance.

7.5.2 Landlord's Consent Not Required. Notwithstanding Section 7.5.1, Tenant shall not require Landlord's consent for the following Alterations:

(a) Initial Build-Out. Recognizing that Tenant needs to complete its initial build-out of the Premises quickly in order to be ready for the beginning of the 2022-2023 school year, Landlord agrees that Tenant shall be able to construct Alterations that are limited to preparing the existing structures for use as a school (such as installing built-in furniture or equipment, relocating interior non-load bearing walls, installing kitchens or specific classrooms, and making necessary repairs to the Premises) (the "Initial Build-Out"), without obtaining Landlord's prior consent to the Alterations or the plans and specifications therefor, as long as Tenant complies with all other requirements of this Section 7.5 in designing and constructing such initial Alterations.

(b) Minor Alterations. In addition, Tenant may make non-structural Alterations to the interior of the Premises (excluding the roof), as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, they do not affect the Building's structure or structural elements or the Building's mechanical or utility systems, they do not require a building permit, and the cost thereof does not exceed \$25,000.

7.5.3 Requirements for Tenant's Alterations. All work described in this Section 7.5 shall be performed only by contractors and subcontractors approved in writing by Landlord and only in accordance with plans and specifications approved by Landlord in writing. Tenant shall cause all contractors and subcontractors to procure and maintain insurance coverage naming Landlord and its lender as additional insureds against such risks, in such amounts, and with such companies as Landlord may reasonably require. Tenant shall provide Landlord with the identities, mailing addresses and telephone numbers of all persons performing work or supplying materials prior to beginning such

construction and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable Laws. All such work shall be performed in accordance with all applicable Laws and in a good and workmanlike manner so as not to damage the Building (including the Premises, the Building's structure and structural elements, and the Building's mechanical and utility systems) and shall use materials of a quality that is at least equal to the quality designated by Landlord as the minimum standard for the Building. All such work which may affect the Building's structure and structural elements, and the Building's mechanical and utility systems must be approved by an engineer selected or approved by Landlord, at Tenant's expense. All work affecting the roof of the Building must be performed by Landlord's roofing contractor and no such work will be permitted if it would void or reduce the warranty on the roof. Upon completion of any work described in this Section 7.5, Tenant shall furnish Landlord with accurate reproducible "as-built" CADD files of the improvements as constructed. Notwithstanding the foregoing, Tenant shall not be required to obtain Landlord's consent for any of the matters described in this paragraph with respect to the Initial Build-Out.

7.5.4 Removal of Alterations at Expiration. Except to the extent Tenant requests and Landlord designates otherwise in writing at the time Landlord approves such Alterations, all or any part of the Alterations, whether made with or without the consent of Landlord, shall, at the election of Landlord, either be removed by Tenant at Tenant's sole cost and expense before the expiration of the Term or shall remain upon the Premises and be surrendered therewith at the expiration of the Term or earlier termination of this Lease as the property of Landlord. If Landlord requires the removal of all or part of any Alterations, Tenant, at Tenant's sole cost and expense, shall repair any damage to the Premises caused by such removal. If Tenant fails to remove the Alterations upon Landlord's request, then Landlord may (but shall not be obligated to) remove them and the cost of removal and repair of any damage together with all other damages which Landlord may suffer by reason of the failure of Tenant to remove the Alterations, shall be charged to Tenant and paid by Tenant upon demand.

7.5.5 Compliance with Laws. Tenant shall construct all Alterations and perform all repairs in conformance with any and all applicable rules and regulations of any federal, state, county or municipal laws, statutes, ordinances, codes or other governmental rules, regulations or requirements now in force or which may hereafter be enacted or promulgated (collectively, "Laws"), pursuant to a valid building permit issued by the applicable municipality and in conformance with Landlord's construction rules and regulations. All work with respect to any Alterations must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work. Tenant shall give Landlord prior notice of the expected commencement date of that construction to permit Landlord to post and record a notice of non-responsibility. Upon completion of any Alterations, Tenant shall (a) cause a timely Notice of Completion to be recorded in the office of the Recorder of Clark County in accordance with the terms of NRS 108.228 or any successor statute, (b) deliver to Landlord a reproducible copy of the "as built" drawings of the Alterations, and (c) deliver to Landlord evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials in accordance with NRS 108.2457(5)(a) or (b).

7.5.6 Contractor Charges. The charges for such work performed by a contractor selected by Landlord shall be deemed Rent under this Lease, payable upon billing therefor, either periodically during construction or upon the substantial completion of such work, at Landlord's option. Upon completion of such work, Tenant shall deliver to Landlord evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials. Tenant shall pay to Landlord a percentage of the cost of such work sufficient to compensate Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's involvement with such work.

7.5.7 Builder's All Risk Insurance. If Tenant makes any Alterations, Tenant agrees to carry "Builder's All Risk" insurance covering the construction of such Alterations, and such other insurance as Landlord may require, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Article 9 of this Lease immediately upon completion thereof. In addition,

except in connection with the Initial Build-Out, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to insure the lien-free completion of such Alterations and naming Landlord a co-obligee.

8. FIRE, EARTHQUAKE OR OTHER CASUALTY DAMAGE.

8.1 Notice of Damage. If either party becomes aware of damage to the Premises by fire, earthquake or other casualty ("Casualty Damage"), such party shall give prompt written and telephonic notice to the other party.

8.2 Landlord's Right to Restrict Entry to Premises. In the event of an earthquake or other casualty that may affect the safety of persons or property in the Premises, or in the event of a pandemic or other public emergency that results in the potential for the existence of unsafe or unhealthy conditions in the Premises, Landlord shall request an inspection of the Premises by appropriate governmental inspectors as soon as possible. If Landlord in good faith believes there is a risk of injuries to natural persons or damage to property, or a risk of the spread of a communicable disease, from entry into the Premises prior to governmental inspection, Landlord may temporarily restrict entry into the Premises by Tenant and its employees, guests and contractors. Upon request, Landlord shall consult with Tenant to determine if there are safe methods of entry into the Premises in order to retrieve files, data in computers and inventory, subject to any indemnities and waivers of liability that Landlord may reasonably require. The decision of any appropriate governmental inspector regarding safe entry shall be binding on the parties unless subsequently amended or revoked. Landlord shall further have the right to enact such rules and regulations relating to entry into the Premises, activities within or use of the Premises and other matters as may be recommended by public officials as a result of pandemics, public emergencies, earthquakes or other casualties. The decision of any appropriate governmental official or agency regarding safe entry into the Premises, restrictions on activities within the Premises, imposition of rules and regulations relating to the use of the Premises, permitted operations within the Premises or similar matters affecting access to or operations or activities within the Premises, shall be binding on the parties unless subsequently amended or revoked. Regardless of any rules and regulations Landlord may enact in connection with any pandemic, public emergency, earthquake or other casualty, it shall be the sole obligation of Tenant to ensure that it and its employees, contractors, visitors and invitees shall at all times comply with all applicable governmental requirements while in the Premises (including, without limitation, requirements regarding entry into the Premises, wearing face coverings, hard hats or other protective clothing or gear, avoiding certain portions of the Premises, maintaining social distancing, not performing specified activities that are restricted by such governmental requirements, or performing other public safety actions required by such governmental requirements), and Landlord shall have no obligations or liability with respect to ensuring that Tenant complies with or causes its employees, contractors, visitors and invitees to comply with any of the foregoing requirements. Notwithstanding the foregoing, in no event will a pandemic or other public emergency, or an inability of Tenant to access or use the Premises as a result of a pandemic or other public emergency or as a result of governmental orders or other governmental actions restricting access to or activities in the Premises, be deemed a "Casualty Damage," it being agreed that "Casualty Damage" shall exclusive be deemed to refer to situations where the physical condition or structural integrity of the Premises have been damaged or compromised.

8.3 General. If any Casualty Damage shall occur at the Premises, Tenant shall give immediate written notice thereof to Landlord. Within thirty (30) days after Landlord's receipt of such notice, Landlord shall notify Tenant whether in Landlord's estimation material restoration of the Premises can reasonably be made within one hundred eighty (180) days from the date of such notice and receipt of required permits for such restoration. Landlord's determination shall be binding on Tenant.

8.4 Within 180 Days. If the Premises or Buildings should be damaged by Casualty to such extent that material restoration can in Landlord's estimation be reasonably completed within one hundred eighty (180) days after the date of such notice and receipt of required permits for such restoration, this Lease shall not terminate. Provided that insurance proceeds are received by Landlord to

fully repair the damage, Landlord shall proceed to rebuild and repair the Premises diligently and in the manner determined by Landlord, except that Landlord shall not be required to rebuild, repair or replace any part of any Alterations which may have been placed on or about the Premises or paid for by Tenant. If the Premises are untenantable in whole or in part following such damage, the Rent payable hereunder during the period in which they are untenantable shall be abated proportionately, but only to the extent of rental abatement insurance proceeds received by Landlord during the time and to the extent the Premises are unfit for occupancy.

8.5 Greater than 180 Days. If the Premises or Buildings should be damaged by Casualty to such extent that rebuilding or repairs cannot in Landlord's estimation be reasonably completed within one hundred eighty (180) days after the date of such notice and receipt of required permits for such rebuilding or repair, then Landlord shall have the option of either: (1) terminating this Lease effective upon the date of the occurrence of such damage, in which event the Rent shall be abated during the unexpired portion of this Lease; or (2) electing to rebuild or repair the Premises diligently and in the manner determined by Landlord. Landlord shall notify Tenant of its election within thirty (30) days after Landlord's receipt of notice of the damage or destruction. Notwithstanding the above, Landlord shall not be required to rebuild, repair or replace any part of any Alterations which may have been placed, on or about the Premises or paid for by Tenant. If the Premises are untenantable in whole or in part following such damage, the Rent payable hereunder during the period in which they are untenantable shall be abated proportionately, but only to the extent of rental abatement insurance proceeds received by Landlord during the time and to the extent the Premises are unfit for occupancy.

8.6 Tenant's Fault. Notwithstanding anything herein to the contrary, if the Premises or any other portion of the Buildings are damaged by Casualty resulting from the fault, negligence, or breach of this Lease by Tenant, Rent shall not be diminished during the repair of such damage and Tenant shall be liable to Landlord for the cost and expense of the repair and restoration of the Building caused thereby to the extent such cost and expense is not covered by insurance proceeds.

8.7 Insurance Proceeds. Notwithstanding anything herein to the contrary, if the Premises or Buildings are damaged or destroyed and are not fully covered by the insurance proceeds received by Landlord or if the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the insurance proceeds be applied to such indebtedness, then in either case Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within thirty (30) days after the date of notice to Landlord that said damage or destruction is not fully covered by insurance or such requirement is made by any such holder, as the case may be, whereupon this Lease shall terminate.

8.8 Waiver. This Article 8 shall be Tenant's sole and exclusive remedy in the event of damage or destruction to the Premises or the Buildings. As a material inducement to Landlord entering into this Lease, Tenant hereby waives any rights it may have under any applicable Law now or hereafter in effect relating to any destruction of the Premises, Landlord's obligation for tenantability of the Premises or Tenant's right to make repairs and deduct the expenses of such repairs.

8.9 Tenant's Personal Property. In the event of any damage or destruction of the Premises or the Building, under no circumstances shall Landlord be required to repair any injury or damage to, or make any repairs to or replacements of, Tenant's personal property.

9. INSURANCE

9.1 Tenant's Insurance Obligations.

9.1.1 Tenant's Insurance Policies. Tenant shall purchase and maintain, at its sole cost and expense, the following insurance during the entire Term and any period Tenant (or any party claiming by, through or under Tenant) occupies any portion of the Premises for the benefit of Tenant

and Landlord (as their interests may appear) with terms and coverages reasonably satisfactory to Landlord, with insurers having a minimum AM Best rating of at least A- VIII, as follows:

(a) Commercial General Liability Insurance. Commercial General Liability Insurance on a per location basis issued on a form no less broad than the most recently filed ISO CG 00 01 occurrence form, insuring against claims for bodily injury (including death), personal injury and property damage based upon, involving or arising out of Tenant's occupation, use or maintenance of the Premises and all areas appurtenant to the Premises, and Tenant's business operations. Such insurance shall provide coverage in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. Such policy shall contain the "Amendment of the Pollution Exclusion CG 21 65" endorsement providing coverage for damage caused by heat, smoke or fumes from a hostile fire and for damage from building heating, cooling and dehumidifying equipment. The policy shall not contain any cross-liability exclusions as between insured persons or organizations, and shall include coverage for liability assumed under its Lease as an "insured contract" for the performance of Tenant's indemnity obligations under this Lease.

(b) Automobile Liability Insurance. Coverage shall be issued on a form no less broad than the most recently filed ISO CA 00 01 form with a combined single limit of liability of not less than \$2,000,000 per occurrence covering all owned, leased, hired and non-owned automobiles.

(c) Commercial Property Insurance. Coverage shall be maintained on a Special Form (so called "All Risk") property form covering all Tenant's Personal Property, including but not limited to furniture, trade fixtures, office equipment, merchandise, products, inventory and other personal property in the Premises and shall also provide coverage for all Alterations, betterments and Tenant Improvements, whether installed by or on behalf of Tenant, in the Premises. The policy shall insure the 100% full replacement cost of the items covered, without deduction for depreciation, and shall insure coverage for "all risk" perils including, but not limited to fire, fire, explosion, smoke, hail, windstorm, named storm, sprinkler leakage, vandalism and malicious mischief. Such policy shall also include coverage for catastrophic perils of, earthquake and flood, to the extent commercially available with commercially standard deductibles. Such policy shall not contain any co-insurance penalties and shall not contain any all risk deductibles exceeding \$100,000 per occurrence, unless otherwise approved by Landlord. In addition, unless Landlord elects to carry such insurance pursuant to Section 10.2 below, Tenant's Property Damage Insurance shall cover the full replacement value of the structure of the Premises; and if Landlord does elect to carry such insurance pursuant to Section 10.2 below, Tenant shall reimburse Landlord for the cost of such insurance.

(d) Loss of Income Insurance. Tenant's Property policy shall also provide coverage for Tenant's Loss of income and business interruption insurance, on an actual loss sustained basis, in such amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent tenants or attributable to prevention of access to the Premises as a result of such perils, but in no event in an amount less than the total gross income of Tenant for twelve (12) months and shall include a 365-day extended period of indemnity.

(e) Workers' Compensation Insurance. Workers' Compensation Insurance or other similar insurance pursuant to all applicable state and local statutes and regulations and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 bodily injury by disease per employee and \$1,000,000 bodily injury by disease policy limit, or such other limit that is acceptable to Tenant's umbrella/excess liability carrier.

9.1.2 Third Parties Onsite. Tenant, via written executed contract, shall require and cause its contractors, vendors, consultants and subcontractors of every tier to maintain the following minimum insurance, inclusive of additional insured status of waiver of subrogation requirements: (i) Commercial General Liability Insurance written on a current ISO CG 00 01 occurrence based policy form with limits of not less than \$1,000,000 per occurrence for bodily injury (including death and mental

anguish) and property damage, \$1,000,000 each person or organization for personal and advertising injury, \$2,000,000 general aggregate per location or project, and \$2,000,000 products-completed operations aggregate, and such policy shall include contractual liability coverage arising out of work performed by you or on your behalf including indemnity for injuries to the insured's employees; (ii) Workers Compensation Insurance covering statutory benefits in all states where the insured's operations are to be performed, and such policy shall include an Employers Liability Insurance coverage part with limits of not less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee and policy limit for bodily injury by accident; (iii) Automobile Liability Insurance covering the ownership, maintenance, and operations of any automobile or automotive equipment, whether such auto is owned, hired, leased, or non-owned, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per accident; (iv) Umbrella / Excess Liability Insurance with limits appropriate for the project and hazards associated with the insured's operations, but in no event less than \$2,000,000 per occurrence and in the aggregate on a follow form basis; and (v) "All Risk" Property Insurance coverage for tools and equipment brought onto and/or used at the Property, the amount of which is equal to the replacement costs of all such tools and equipment. Certificates of insurance shall be made available to Landlord prior to work commencing on site evidencing all insurances as required herein. Such insurance (except for Workers' Compensation / Employers Liability) shall include Tenant, Landlord and the Additional Insureds as additional insureds (including, with respect to Commercial General Liability, for ongoing and completed operations) on a primary and non-contributory basis and without any requirement for contractual privity. Coverage provided shall not contain any exclusions pertaining to the work contemplated by the third parties' respective agreement. The required limits listed above are minimum limits established by Landlord and nothing contained herein shall be construed to mean the required limits are adequate or appropriate to protect Tenant or contractors of any type from greater loss.

9.1.3 Insurance Requirements. All liability insurance policies required herein (with exception of Worker's Compensation/Employer's Liability) shall name Landlord, and Landlord's property manager, if applicable, and any other entities Landlord may reasonably request from time to time (collectively the "Additional Insureds") as Additional Insureds on a primary and non-contributory basis without any privity of contract requirement. A waiver of subrogation shall apply in favor of Landlord and the other Additional Insureds on all insurance required to be carried by Tenant herein. None of the required insurance policies shall contain broad contractual liability exclusions. Tenant shall be solely responsible for its own deductibles and self-insured retentions and shall not look to Landlord for reimbursement or contribution. Neither the minimum insurance requirements set forth in this Lease, nor the limits of such insurance, shall limit the liability of Tenant under this Lease. All insurance companies providing insurance pursuant to this Article 9 shall be rated at least A- VIII in Best's Key Rating Guide and shall be otherwise reasonably acceptable to Landlord and licensed and qualified to do business in the State of Nevada. Tenant authorizes Landlord to contact Tenant's insurance company directly in the event that Landlord elects to make a claim under Tenant's insurance. Each of Tenant's insurance policies must not be cancelable or modifiable except upon thirty (30) days prior written notice to Landlord, with ten (10) day notice of cancellation for non-payment of premium, and any specified mortgagee and ground lessor of Landlord. The insurance shall not contain any cross-liability exclusions or shall contain a severability of interest clause acceptable to Landlord. Copies of policies or original certificates of insurance on an Acond form, or its reasonable equivalent, with respect to each policy shall be delivered to Landlord prior to the Commencement Date (or, if there is an Early Possession Date, prior to the Early Possession Date), and thereafter, at least thirty (30) days before the expiration of each existing policy.

9.2 Landlord's Insurance. Landlord shall maintain, or cause to be maintained, "all risk" property insurance covering the Buildings, excluding any property which Tenant is obligated to insure, in an amount and for coverage reasonably satisfactory to Landlord and/or Landlord's Mortgagee. Landlord shall maintain commercial general liability insurance, and such other insurance, in such amounts and covering such other liabilities or hazards as deemed appropriate by Landlord or Landlord's Mortgagee. In addition, Landlord shall have the right and option, but not the obligation, to maintain any or all of the insurance which is required in Section 9.1 above to be provided by Tenant. Tenant shall not be named as an additional insured therein. If Tenant fails to obtain and maintain any of the insurance which

is required in Section 9.1, Landlord shall have the option, but not the obligation, to obtain such insurance at Tenant's sole cost and expense. Tenant shall reimburse Landlord for all costs of obtaining and maintaining any insurance carried by Landlord pursuant to this Article 9, within 30 days after receipt of an invoice.

9.3 Blanket or Master Policies. Coverage of Tenant or Landlord as required herein may be under blanket or master policies, provided such coverage applies on the same basis as if the coverage was written outside of a blanket program and does not affect or lessen coverage available to the Premises herein, and otherwise meets the requirements set forth in this Agreement unless otherwise approved by Landlord.

9.4 Landlord's Right to Change Insurance. Landlord has the right at any time, but not the obligation, to change, cancel, decrease or increase any insurance required or specified under this Lease, but in no event shall any such increased amounts of insurance or such other reasonable types of insurance be in excess of that required by comparable landlords in the vicinity of the Premises unless required by Landlord's Mortgagee.

9.5 Waiver of Subrogation. Landlord and Tenant each release the other and their respective agents and employees from all liability to each other, or anyone claiming through or under them, by way of subrogation or otherwise, for any loss or damage to property caused by or resulting from risks insured against under this Lease pursuant to insurance policies carried by the parties which are in force at the time of the loss or damage. Landlord and Tenant will each request its respective property insurance carrier to include in policies provided pursuant to this Lease an endorsement recognizing this waiver of subrogation.

10. EMINENT DOMAIN. If all or any portion of the Premises is taken from Tenant by power of eminent domain or condemned by any competent authority (the "Condemning Authority") for any public or quasi-public use or purpose, or if Landlord shall grant a deed or other instrument in lieu of and under the threat of such taking by eminent domain or condemnation (all of which is referred to in this paragraph as being "Condemned", or as a "Condemnation"), this Lease shall terminate as to the part so taken as of the date the Condemning Authority takes title or possession, whichever occurs first. If ten percent (10%) or more of the Premises are Condemned, or if so much of the parking areas of the Premises are taken that Tenant will not have the use of the number of parking spaces required by appropriate codes or ordinances, Landlord shall have the option to terminate this Lease upon ninety (90) days' notice to Tenant, provided such notice is given no later than one hundred eighty (180) days after the date of the Condemnation. If less than all of the Premises is Condemned and if Landlord does not elect to terminate this Lease, then this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in the same proportion as the rentable floor area of the Premises taken bears to the total rentable floor area of the Premises. The entire award or payment in connection with any Condemnation shall be the property of Landlord, whether such award or payment is made as compensation for diminution of value of the leasehold or for the taking of the fee or as severance damages; provided, however, that Tenant shall be entitled to compensation, if separately awarded to Tenant, for Tenant's relocation expenses and/or loss of Tenant's trade fixtures. Tenant hereby waives any and all rights it might otherwise have pursuant to NRS 37.115.

11. WAIVER AND INDEMNIFICATION.

11.1 Waiver and Release. To the fullest extent permitted by law, Landlord, its partners, trustees, ancillary trustees and lenders (if any), and their respective officers, directors, shareholders, members, partners, beneficiaries, agents, servants, employees, independent contractors, attorneys, successors and assigns (the "Landlord's Parties") shall not be liable for, and Tenant, on behalf of itself and all other persons claiming through Tenant, waives any right to claim against Landlord's Parties and releases Landlord's Parties from any and all Claims relating to, damage or injury either to person or property or resulting from the loss of use of property (including, without limitation, Claims resulting from or relating to the spread of communicable diseases within the Premises, injuries or damage

caused by any Casualty Damage or a Force Majeure event, or any business losses incurred as a result of governmental orders or other governmental actions in response to a pandemic, public emergency or other Force Majeure event that prohibit or restrict access to or restrict activities within or impose rules and regulations on the use of the Premises), which damage is sustained by Tenant or by other persons claiming through Tenant.

11.2 Indemnification. Tenant shall indemnify, protect, defend and hold Landlord's Parties harmless from and against any and all claims, loss of rents and/or damages, costs, liens, judgments, penalties, loss of permits, attorneys' and consultants' fees, expenses and/or liabilities (collectively, "Claims"), except those caused by Landlord's gross negligence or willful misconduct, arising out of, resulting from, or occurring in connection with: (a) any accident, injury, death, loss or damage to any person or to any property including the person and property of Tenant and its employees, officers, agents, contractors, guests, licensees, invitees and all other persons at any time in the Premises, (b) the occupancy or use of the Premises by Tenant, (c) the conduct of Tenant's business; (d) the breach by Tenant of any obligation, covenant, representation or warranty contained in this Lease, (e) the failure of Tenant or any of its employees, officers, agents, contractors, guests, licensees, invitees to comply with Laws (including, without limitation, governmental orders or other governmental actions in response to pandemics, acts of war or terrorism, other public emergencies, Force Majeure events, or Casualty Damage); or (f) any act, omission or negligence of Tenant or any employee, officer, guest, licensee or invitee of Tenant or of any agent or contractor of Tenant or of any subtenant or subtenant's agents, employees, contractors or invitees. The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against Landlord) litigated and/or reduced to judgment. In case any action or proceeding is brought against Landlord by reason of any of the foregoing matters, Tenant upon notice from Landlord shall defend such action or proceeding at Tenant's expense by counsel reasonably satisfactory to Landlord, and Landlord shall cooperate with Tenant in such defense at Tenant's sole cost and expense. Landlord need not have first paid any such claim in order to be so indemnified.

12. ASSIGNMENT AND SUBLETTING.

12.1 Landlord's Consent Required for Transfers. Tenant shall not assign, transfer, mortgage or otherwise encumber this Lease or sublet or rent (or permit a third party to occupy or use) (collectively, a "Transfer") all or any portion of the Premises, nor shall any Transfer of this Lease or the right of occupancy be effected by operation of law or otherwise, without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed.

12.2 Reasonable Grounds for Withholding Consent. The parties agree that it shall be deemed to be reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed Transfer where, without limitation as to other reasonable grounds for withholding consent, (a) the transferee is not qualified, in Landlord's reasonable opinion, to operate a school on the Premises; (b) the transferee is not approved by any applicable governmental agency as the operator of a school; (c) the transferee does not intend to operate a school on the Premises, (d) the transferee is of a character or reputation or engaged in a business that is not consistent with the quality of the Premises, in Landlord's reasonable opinion; (d) Landlord reasonably determines that the transferee does not have the financial worth and/or financial stability to meet the responsibilities involved under the Lease; (e) the transferee's credit history demonstrates repeated or material defaults under past leases or other credit obligations; or (f) the transferee's use would require extensive alterations or construction to the Premises.

12.3 Transfers of an Interest in Tenant. For purposes of the foregoing prohibitions, a transfer at any one time or from time to time of twenty percent (20%) or more of an interest in Tenant or in an entity that controls Tenant (whether stock, membership interest, partnership interest or other form of ownership or control) by any person or persons or entity or entities having an ownership interest in or other control of Tenant as of the Date of this Lease shall be deemed to be a Transfer of this Lease.

12.4 Tenant Remains Primarily Liable Upon Transfer. If Landlord consents to any proposed Transfer, Tenant and any guarantor shall remain liable under this Lease. Neither the consent by Landlord to any Transfer nor the collection or acceptance by Landlord of rent from such assignee, subtenant or occupant shall be construed as a waiver or release of Tenant or any guarantor from the terms and conditions of this Lease or relieve Tenant or any subtenant, assignee or other party from obtaining the consent in writing of Landlord to any further Transfer.

12.5 Transfers Without Consent Voidable. Any Transfer without Landlord's written consent shall be voidable by Landlord and, at Landlord's election, constitute an "Event of Default," as that term is defined in Article 23 of this Lease.

12.6 Assignment of Rents. Tenant hereby assigns to Landlord the rent and other sums due from any subtenant, assignee or other occupant of the Premises and hereby authorizes and directs each such subtenant, assignee or other occupant to pay such rent or other sums directly to Landlord; provided, however, that until the occurrence of an Event of Default under this Lease, Tenant shall have the license to continue collecting such rent and other sums. Upon an Event of Default under this Lease, Landlord shall have the right to instruct any or all such subtenants, assignees or other occupants to pay such rent or other sums directly to Landlord, and Tenant shall cooperate in causing such rent or other sums to be paid directly to Landlord.

12.7 Landlord's Costs in Giving Consent. If Landlord consents to a Transfer under this Article, Tenant will pay Landlord's processing costs and attorneys' fees incurred in giving such consent.

12.8 Excess Rent. Tenant will pay to Landlord as additional Rent promptly upon receipt any rent or other consideration received in any proposed Transfer exceeding the total Rent payable under this Lease after deduction of Tenant's reasonable costs for Tenant Improvements and free rent concessions (prorated by the ratio that the assignment or sublease term and square footage bears to the term and square footage of this Lease).

12.9 Landlord's Right to Terminate Lease. In the event of a proposed assignment or subletting, Landlord shall also have the right, by notice to Tenant, to terminate this Lease in the event of an assignment as to all of the Premises and, in the event of a sublease, as to the subleased portion of the Premises, and to require that all or part, as the case may be, of the Premises be surrendered to Landlord for the balance of the Term.

13. TRANSFER OF LANDLORD'S INTEREST. Landlord has the right to transfer all or any portion of its interest in the Premises and in this Lease and Tenant agrees that in the event of any such transfer and a transfer of the Security Deposit, Landlord shall automatically be released from all liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder after the date of such transfer. Tenant further acknowledges that Landlord may assign its interest in this Lease to a mortgage lender as additional security and agrees that such an assignment shall not release Landlord from its obligations hereunder and that Tenant shall continue to look to Landlord for the performance of its obligations hereunder.

14. USE OF PREMISES. The Premises are leased to Tenant for the sole purpose set forth in Section 1.8 above and Tenant shall not use or permit the Premises to be used for any other purposes without the prior written consent of Landlord. Tenant shall comply with all recorded covenants, conditions, and restrictions now or hereafter affecting the Premises.

15. COMPLIANCE WITH LAW. Tenant shall not do anything or suffer anything to be done in or about the Premises which will in any way conflict with any federal, state or local law, statute, ordinance or other governmental rule, regulation, standards, order or other requirement now in force or which may hereafter be enacted or promulgated (collectively, "Laws") (including, without limitation, Laws that may prohibit or restrict access to the Premises, or impose restrictions or requirements on activities within the

Premises, such as, without limitation, requirements regarding entry into the Premises, wearing face coverings, hard hats or other protective clothing or gear, avoiding certain portions of the Premises, maintaining social distancing, not performing specified activities that are restricted by such governmental requirements, or performing other public safety actions required by such governmental requirements, whether in connection with pandemics, other public emergencies, other Force Majeure events or otherwise). At its sole cost and expense, Tenant shall promptly comply with all such Laws. Should any Laws now or hereafter be imposed on Landlord or Tenant by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, then Tenant agrees, at its sole cost and expense, to comply promptly with such Laws. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any Laws, shall be conclusive of that fact as between Landlord and Tenant.

16. HAZARDOUS MATERIALS.

16.1 Definition. As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as, regulated for being, or included in the definition of "hazardous substances", "hazardous wastes", "infectious wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any federal, state or local laws, regulations or ordinances including, without limitation, petroleum-based products, printing inks, acids, pesticides, asbestos, PCBs and similar compounds and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.

16.2 Tenant's Obligations.

16.2.1 Landlord's Prior Consent. Tenant shall not cause or permit any Hazardous Material to be generated, handled, manufactured, produced, installed, maintained, brought upon, transported through or across, used, stored, treated, spilled released, removed or disposed of in, on, from or about the Premises by Tenant, its agents, contractors, employees, affiliates, sublessees or invitees, without obtaining Landlord's prior written consent.

16.2.2 Compliance With Laws. Whether or not Tenant obtains such prior written consent from Landlord (but without waiving the requirement to obtain such prior written consent), Tenant shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner, comply with all applicable permits, all applicable federal, state and local Laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineers and/or consultants (collectively, the "Environmental Requirements") governing or relating to: (a) environmental conditions on, in, under or about the Premises, including without limitation soil and groundwater conditions; (b) the use, generation, handling, manufacture, production, installation, maintenance, storage, treatment, spill, release, transportation, removal and/or disposal of such Hazardous Materials, (c) the posting of notices with respect to such Hazardous Material, or the providing of notices to third parties with respect to such Hazardous Materials, (d) the obtaining of all necessary licenses, permits or other authorizations relating to such Hazardous Materials, and (e) the filing of all applicable applications, reports, notices, registrations or business plans regarding such Hazardous Materials with the appropriate governmental agencies or authorities. Notwithstanding the foregoing, Tenant shall not cause or permit any Hazardous Material to be spilled or released in, on, under or about the Premises, including, without limitation, through the plumbing or sanitary sewer system. Tenant shall provide Landlord with copies of all documents and information, including but not limited to permits, registrations, manifests, applications, reports, notices and certificates, evidencing Tenant's compliance with the Environmental Requirements, and shall immediately upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Tenant or the Premises to comply with any of the Environmental Requirements.

16.2.3 Duty to Inform Landlord. If Tenant knows, or has reasonable cause to believe, that a Hazardous Material has come to be located in, on, under or about the Premises, other than as previously consented to by Landlord, Tenant shall immediately give Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to such Hazardous Material.

16.2.4 Removal of Hazardous Materials on Lease Termination. Upon expiration of the Term or earlier termination of this Lease, Tenant shall deliver possession of the Premises to Landlord free from any and all Hazardous Materials. Therefore, upon expiration or earlier termination of this Lease, Tenant shall cause any Hazardous Material used by, or otherwise arising out of or related to the use or occupancy of the Premises by, Tenant or its agents, affiliates, customers, employees, business associates or assigns, to be removed from the Premises and properly transported for use, storage or disposal in accordance with all Environmental Requirements. Failure to comply with this Section 17.2.4 shall, in addition to constituting an Event of Default under this Lease, constitute (without limiting any cause of action available to Landlord): (a) a continuing trespass upon the Premises by Tenant; (b) a continuing nuisance; and (c) at Landlord's option, a failure to tender possession of the Premises to Landlord with the result that Tenant shall be deemed to be a holdover tenant of the Premises in accordance with Article 28 below until all such Hazardous Materials are removed from the Premises by Tenant at Tenant's sole cost and expense in accordance with all Environmental Requirements.

16.3 Indemnification. Tenant shall indemnify, defend and hold Landlord and Landlord's Parties harmless from all actions (including, without limitation, remedial or enforcement actions of any kind, and administrative or judicial proceedings and orders or judgments), costs, claims, damages (including punitive damages), expenses (including attorneys', consultants' and experts' fees and court costs), amounts paid in settlement, fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief, liabilities or losses arising from a breach of this Article 17 by Tenant, its agents, employees, contractors, affiliates, sublessees or invitees.

16.4 Inspection by Landlord. Landlord, Landlord's agents, employees, contractors and designated representatives, and/or the holders of any mortgages, deeds of trust or ground leases on the Premises shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant with this Lease and all Environmental Requirements, and Landlord shall be entitled to employ experts and/or consultants in connection therewith to advise Landlord with respect to Tenant's activities, including but not limited to Tenant's installation, operation, use, monitoring, maintenance, storage, transportation, spill or release of any Hazardous Materials on, in, under or from the Premises. The costs and expenses of such inspection shall be paid by the party requesting such inspection, unless the inspection reveals that an Event of Default or a breach of this Lease by Tenant or a violation of the Environmental Requirements or a contamination, caused or contributed to by Tenant, exists or is imminent, or unless the inspection is requested or ordered by a governmental authority as the result of any such existing or imminent violation or contamination. In such case, Tenant shall upon request reimburse Landlord or Landlord's lender or ground lessor, as the case may be, for the costs and expenses of such inspections.

17. SIGNS. Tenant will not without Landlord's prior written consent, which Landlord may withhold in its sole and absolute discretion, install, or permit to be installed, any drapes, furnishings, signs, lettering, advertising or any items that will in any way alter the exterior appearance of the Premises as viewed from public areas, except that Tenant shall be allowed to install one or more signs on the exterior of the Premises with the name of the school to be operated on the Premises, in locations and with a design that are subject to Landlord's prior approval. Tenant shall ensure that all signs shall be designed, manufactured, installed and maintained in accordance with all applicable Laws. Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, remove all signs and repair any damage (including, without, discoloration) caused by the installation, use or removal of such signs.

18. RENOVATIONS. Tenant hereby acknowledges that during the Term Landlord may (but has no obligation to) renovate, improve, alter or modify (collectively, the "Renovations") the Premises, which Renovations may include, without limitation, (a) installing or modifying sprinklers in the Premises, (b) modifying the Premises to comply with applicable Laws and regulations, including regulations relating to the physically disabled, and/or (c) altering the exterior appearance of the Premises, provided that such Renovations do not impede school operations during the school year. Tenant hereby agrees that such Renovations shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent. Landlord shall use reasonable efforts to ensure that such Renovations shall be conducted in such a way as to minimize their effect on Tenant's operations; provided, however, Landlord shall have no responsibility, or for any reason be liable, to Tenant for any injury to or interference with Tenant's business arising from the Renovations, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from the Renovations, or for any inconvenience or annoyance occasioned by such Renovations.

19. ENTRY BY LANDLORD. Landlord reserves the right to enter the Premises at all reasonable times and reserves the right, during the last six (6) months of the Term, to show the Premises at reasonable times outside of school hours, to prospective tenants and to affix for lease/rent signs to the Premises at Landlord's discretion.

20. SUBORDINATION AND ATTORNMEN. This Lease is and shall be subject and subordinate to all ground or underlying leases and to any mortgage or deed of trust that may now or hereafter be placed against the Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof. This subordination shall be self-operative; however, Tenant shall promptly execute any instrument that Landlord or any ground lessor, mortgagee or holder of a deed of trust may request confirming subordination. Tenant hereby appoints Landlord as Tenant's attorney-in-fact to execute any such instrument on behalf of Tenant. Notwithstanding the foregoing, the mortgagee or holder of a deed of trust that may now or hereafter be placed against the Premises shall have the unilateral, unconditional right, exercisable by providing written notice thereof to Tenant, to subordinate or cause to be subordinated the mortgage or deed of trust to this Lease. If such mortgagee or holder of a deed of trust so elects and subsequently forecloses such mortgage or deed of trust, this Lease shall continue in full force and effect and Tenant shall attorn to and recognize as its landlord the purchaser of Landlord's interest under this Lease, and the purchaser shall not disturb Tenant's rights under this Lease as long as Tenant is not in default under this Lease. Tenant shall, upon the request of a mortgagee, holder of a deed of trust or purchaser at foreclosure, execute, acknowledge and deliver any instrument that has for its purpose and effect the subordination of the lien of any mortgage or deed of trust to this Lease or Tenant's attornment to the purchaser.

21. ESTOPPEL CERTIFICATE. Tenant shall at any time upon not less than ten (10) days prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing in a form provided by Landlord (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured landlord defaults, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by a prospective purchaser or encumbrancer of the Premises. Tenant's failure to deliver this statement within such time shall be conclusive upon Tenant (i) that this Lease is in full force, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one month's Base Rent has been paid in advance. If Landlord desires to finance or refinance the Premises, or any part thereof, Tenant agrees to deliver to any lender designated by Landlord such financial statements of Tenant as may be reasonably required by that lender, including the past three years' financial statements. All such financial statements shall be received by Landlord in confidence and shall be used only for the specified purposes.

22. EVENTS OF DEFAULT. Each of the following shall constitute an “Event of Default”:

(a) Tenant fails to pay Rent or another charge required to be paid under this Lease when due, (b) Tenant fails to observe or perform any other term, condition or covenant of this Lease binding upon or obligating Tenant within ten (10) days after notice from Landlord, (c) Tenant abandons the Premises; (d) Tenant or any guarantor makes or consents to a general assignment for the benefit of creditors or a common law composition of creditors, or a receiver of the Premises or all or substantially all of Tenant’s or guarantor’s assets is appointed, (e) Tenant or any guarantor files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Tenant or any guarantor and is not discharged by Tenant or the guarantor within sixty (60) days, or (f) Tenant fails to continuously operate the Premises during the Term as a school. Tenant shall not be excused from paying Rent or any charge required to be paid under this Lease as a result of any Force Majeure event (including, without limitation, as a result of governmental orders or other governmental actions prohibiting or restricting access to, or restricting activities within or imposing rules and regulations relating to the use of, the Premises in response to a public emergency or other Force Majeure event).

23. LANDLORD’S REMEDIES.

23.1 Landlord’s Remedies. Upon the occurrence of an Event of Default, Landlord, at its option, without further notice or demand to Tenant, shall have, in addition to all other rights and remedies provided in this Lease, at law or in equity, the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever:

23.1.1 Terminate Lease. In the event of the occurrence of any Event of Default, Landlord shall have the right to give a written termination notice to Tenant, and on the date specified in such notice, Tenant’s right to possession shall terminate, and this Lease shall terminate unless on or before such date all arrears of rental and all other sums payable by Tenant under this Lease and all costs and expenses incurred by or on behalf of Landlord hereunder shall have been paid by Tenant and all other events of default of this Lease by Tenant at the time existing shall have been fully remedied to the satisfaction of Landlord. At any time after such termination, Landlord may accelerate all Rent and other sums due under the Lease and recover possession of the Premises or any part thereof and expel and remove therefrom Tenant and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that Landlord may have under this Lease, or at law or equity by reason of Tenant’s default or of such termination. Landlord hereby reserves the right, but shall not have the obligation, to recognize the continued possession of any subtenant. The delivery or surrender to Landlord by or on behalf of Tenant of keys, entry codes, or other means to bypass security at the Premises shall not terminate this Lease unless Landlord elects in writing to terminate this Lease.

23.1.2 Continue Lease in Effect. Even though an Event of Default may have occurred, this Lease shall continue in effect for so long as Landlord does not terminate Tenant’s right to possession under Section 23.1.1 above, and Landlord may enforce all of Landlord’s rights and remedies under this Lease, including without limitation, the right to recover Rent as it becomes due, and Landlord, without terminating this Lease, may exercise all of the rights and remedies of a landlord. Acts of maintenance, preservation or efforts to lease the Premises or the appointment of a receiver upon application of Landlord to protect Landlord’s interest under this Lease shall not constitute an election to terminate Tenant’s right to possession.

23.1.3 Damages After Default. Should Landlord terminate this Lease pursuant to the provisions of Section 23.1.1 above, Landlord shall have all the rights and remedies of a landlord under any applicable Laws. Upon such termination, in addition to any other rights and remedies to which Landlord may be entitled under applicable Law, Landlord shall be entitled to recover from Tenant: (1) the worth at the time of award of the unpaid Rent and other amounts which had been earned at the time of termination, (2) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that Tenant

proves could have been reasonably avoided; (3) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that the Tenant proves could be reasonably avoided; and (4) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom. The "worth at the time of award" of the amounts referred to in (1) and (2), above shall be computed at the lesser of the "prime rate," as announced from time to time by Wells Fargo Bank, N.A. (San Francisco), plus five (5) percentage points, or the maximum interest rate allowed by law (the "Applicable Interest Rate"). The "worth at the time of award" of the amount referred to in (3) above shall be computed by discounting such amount at the Federal Discount Rate of the Federal Reserve Bank of San Francisco at the time of the award. If this Lease provides for any periods during the Term during which Tenant is not required to pay Base Rent or if Tenant otherwise receives a Rent concession, then upon the occurrence of an event of default, Tenant shall owe to Landlord the full amount of such Base Rent or value of such Rent concession, plus interest at the Applicable Interest Rate, calculated from the date that such Base Rent or Rent concession would have been payable.

23.2 Late Charge. If Tenant fails to pay any Rent within five (5) days after the Rent becomes due and payable, a late charge of ten percent (10%) of the amount of overdue Rent shall automatically, without notice, accrue and be due and owing on the open book account. In addition, any late Rent payment and/or late charge shall automatically, without notice, bear interest from the date that Rent became due and payable to the date of payment by Tenant at the interest rate of ten percent (10%) simple interest per annum (the "Default Rate"), provided that in no case shall such rate be higher than the highest rate permitted by applicable law. Late charges and interest shall be paid within two (2) days after written demand from Landlord, which demand may occur any time during the Term or prior to the expiration of the period attributable to the statute of limitations for an open book account. If a Rent check is returned for insufficient funds or otherwise is not accepted by Landlord's bank, then in addition to other remedies, Landlord may impose an appropriate fee which shall be paid by Tenant upon receipt of written demand, and Landlord may require that subsequent payments of Rent be made by certified checks.

23.3 Governmental Moratoriums on Remedies. If a governmental authority issues an order or enacts any other Law prohibiting or imposing a moratorium on Landlord's right to exercise any specific remedy (such as a moratorium on Landlord's right to commence an unlawful detainer action), such order or other Law shall not be deemed to excuse Tenant from any of its obligations under this Lease (including, without limitation, the obligation to pay Rent) unless such order or other Law expressly states that a specific obligation of Tenant under this Lease is excused or deferred. In addition, Landlord shall continue to have all other rights and remedies specified in this Lease and at law other than the specific remedy that is subject to the prohibition or moratorium stated in such order or other Law (including, without limitation, the right to formally declare the existence of an Event of Default by providing Tenant with a written notice of default, charge late charges and interest on past-due Rent, draw upon any applicable security deposit or letter of credit, restrict Tenant's right to exercise options or take other actions which may only be exercised or taken by Tenant pursuant to this Lease while no Event of Default is in effect, and other rights and remedies).

23.4 Remedies Cumulative. All rights, privileges and elections or remedies of the parties are cumulative and not alternative, to the extent permitted by law and except as otherwise provided herein.

24. RIGHT OF LANDLORD TO CURE TENANT'S DEFAULT. If an Event of Default occurs, then Landlord may (but shall not be obligated to) make such payment or do such act to cure the Event of Default, and charge the expense, together with interest, at the rate of ten percent (10%) per annum, to Tenant. Payment for the cure shall be due and payable by Tenant upon demand; however, the making of any payment or the taking of such action by Landlord shall not be deemed to cure the Event of Default or to stop Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled.

25. EXCULPATION OF LANDLORD. It is expressly understood and agreed that notwithstanding anything in this Lease to the contrary and notwithstanding any applicable law to the contrary, the liability of Landlord hereunder (including any successor landlord) and any recourse by Tenant against Landlord shall be limited solely and exclusively to the interest of Landlord in and to the Premises, and neither Landlord nor any of Landlord's Parties, shall have any personal liability therefor and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant.

26. SURRENDER OF PREMISES. Tenant shall peaceably surrender the Premises to Landlord on the expiration date of the Term or earlier termination of this Lease, in broom-clean condition and in as good a condition as when Tenant took possession, including, without limitation, the repair of any damage to the Premises caused by the removal of any of Tenant's personal property or trade fixtures from the Premises, except for reasonable wear and tear and loss by fire or other casualty not caused by Tenant or its agents. Upon the expiration or earlier termination of this Lease, Tenant shall remove all of Tenant's personal property (including without limitation Tenant's telecommunications cabling and facilities) from the Premises. Any of Tenant's personal property left on or in the Premises after the expiration date of the Term or earlier termination of this Lease shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease. This Section is subject to the terms and conditions of Section 16.2.4 above.

27. HOLDING OVER. If that Tenant shall not immediately surrender the Premises to Landlord on the expiration date of the Term or earlier termination of this Lease (including without limitation for the reasons set forth in Section 16.2.4 above), Tenant's continued possession shall be that of a holdover tenant and an unlawful detainer. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend the Term of this Lease, create a month to month tenancy or affect Landlord's rights under this Lease. No tenancy or interest shall result from such holding over, and Tenant shall be subject to immediate eviction and removal. During such period of holdover, Tenant shall continue to comply with all of the terms and provisions of this Lease, except the monthly Rent shall be 110% of the monthly Rent in effect during the last month of the Term for the first 30 days of such holdover, and 200% of the monthly Rent in effect during the last month of the Term for any period of holdover beyond the first 30 days. Tenant shall also be liable for, and hereby agrees to indemnify Landlord again, any and all damages (including, without limitation, consequential damages and lost profits), costs and liabilities sustained by Landlord as a result of such holdover. If Tenant shall hold over after the expiration date of the Term or earlier termination of this Lease, and Landlord shall desire to regain possession of the Premises, then Landlord may forthwith re-enter and take possession of the Premises by any legal process in force in the State of Nevada. Notwithstanding the foregoing, if the Term expires on June 12, 2023 without extension, Landlord agrees not to exercise any remedies regarding a holdover unless Tenant fails to vacate the Premises not later than June 30, 2023.

28. GENERAL MATTERS.

28.1 Notices. All notices or other communications between the parties shall be in writing and shall be deemed duly given, if delivered in person or by courier, or upon the earlier of receipt, if mailed by certified or registered mail, or three (3) days after certified or registered mailing, return receipt requested, postage prepaid, addressed and sent to the parties at their addresses set forth in Sections 1.10 and 1.11 above. Landlord and Tenant may from time to time by written notice to the other designate another address for receipt of future notices.

28.2 Successors and Assigns. Subject to the provisions of Article 12 hereof, the rights, duties and liabilities created hereunder shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

28.3 Prohibition Against Recording. Except as provided in this Lease, neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant

or by anyone acting through, under, or on behalf of Tenant and the recording thereof in violation of this provision shall make this Lease null and void at Landlord's election.

28.4 Waiver and Integration. The consent of Landlord in any instance to any variation of the terms of this Lease, or the receipt of Rent with knowledge of any breach, shall not be deemed to be a waiver as to any breach of any Lease covenant or condition, including but not limited to the right to collect interest and late charges on any payment; nor shall any waiver, modification and/or estoppel occur to any provision of this Lease unless it is in writing and signed by Landlord or Landlord's authorized agent. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations and understandings, if any, between the parties hereto and none thereof shall be used to interpret or construe this Lease. This Lease and any exhibits and addenda hereto executed by Landlord and Tenant in connection with this Lease and dated of even date herewith contain all of the terms, covenants and agreements of the parties relating in any manner to the Premises, and shall be considered to be the only agreement between the parties hereto and their representatives and agents.

28.5 Severability. If any term or provision of this Lease or any application shall be invalid or unenforceable, then the remaining terms and provisions of this Lease shall not be affected.

28.6 Force Majeure. For purposes of this Lease, "Force Majeure" means any of the following events (to the extent, where applicable, not caused by the actions or inactions of the party seeking to avoid or delay performance as a result of such events): (a) earthquake, inclement weather (including but not limited to unseasonable amounts of rain), flood, or other natural disaster or act of God, (b) strike, lockout or other labor dispute, (c) act of war, terrorism or bioterrorism, civil unrest, riot or insurrection, (d) fire or other casualty, (e) area-wide or business-wide business interruption (including, without limitation, closures of businesses or business delays resulting from environmental disasters, pandemics or other public emergencies), (f) interruption in the supply of labor or materials, or inability to procure or delays in procuring labor or materials as a result of the foregoing, or (g) governmental moratorium or other governmental action or inaction (including, without limitation, failure, refusal or delay in issuing permits, approvals and/or authorizations, closure of governmental offices or unanticipated slowdowns in governmental activities as a result of pandemics, other public emergencies or other Force Majeure events), injunction or court order. If either Landlord or Tenant is delayed in or prevented from performing any action required by this Lease as a result of a Force Majeure event (other than as stated below), then the performance of such action, or the deadline or timeframe for performing such action if a deadline or timeframe is specified, shall be delayed and tolled for a period of time equal to the period of any delay in such party's performance caused solely by such Force Majeure event. Notwithstanding the occurrence of any Force Majeure event, Tenant's obligation to pay Rent and other amounts required to be paid by Tenant under this Lease, and Tenant's obligations under Article 14, 15 and 16 of this Lease, shall not be affected, delayed, tolled or excused by a Force Majeure event, and all such obligations shall remain in full force and effect, without delay or modification, regardless of the existence of a Force Majeure event.

28.7 Waiver of Common Law Frustration of Purpose or Impossibility. Tenant hereby waives the right to assert or claim that pandemics, public emergencies or other Force Majeure events, or governmental orders or other governmental actions relating thereto that may prohibit or restrict access the Premises, or restrict permissible activities within or impose rules and regulations relating to the use of, the Premises, constitute a frustration of the purpose of this Lease or impossibility of performance under this Lease, it being acknowledged and agreed that all obligations under this Lease shall remain in full force and effect in any such event except as expressly stated in Section 29.6 above, even if performance of such obligations may result in Tenant's operations at the Premises being unprofitable, less profitable or more difficult.

28.8 Attorneys' Fees. If either party commences litigation against the other for the specific performance of this Lease, for damages for breach hereof or otherwise for enforcement of any remedy hereunder, the parties hereto agree to and hereby do waive any right to a trial by jury and, in the

event of any such commencement of litigation, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred.

28.9 Governing Law; Consent to Jurisdiction. This Lease shall be construed and enforced in accordance with the laws of the State of Nevada. Landlord and Tenant agree that any action or proceeding to enforce the provisions of this Lease or otherwise relating to this Lease or the Premises shall be brought in a court of law of competent jurisdiction located in the county and state in which the Premises are located.

28.10 Submission of Lease. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or an option for lease and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

28.11 Brokers. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent. The terms of this Section shall survive the expiration of the Term or earlier termination of this Lease.

28.12 Landlord's Reservations. In addition to the other rights of Landlord under this Lease, Landlord reserves the right to change the street address and/or name of the Premises without being deemed to be guilty of an eviction, actual or constructive, or a disturbance or interruption of the business of Tenant or Tenant's use or occupancy of the Premises.

28.13 Captions. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

28.14 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

28.15 Time of Essence. Time is of the essence of this Lease and each of its provisions.

28.16 Authority. If Tenant is a corporation, partnership or other form of legal entity, each individual executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in Nevada and that Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so.

28.17 Amendment. This Lease may only be amended by a written instrument which is signed by both parties hereto.

28.18 Counterparts; Electronic Signatures. This Lease may be signed in counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument. This Lease may be signed electronically (such as by DocuSign or other similar software), and delivery by email of pdf signatures will be deemed delivery of originals.

28.19 OFAC Compliance.

28.19.1 Definition. As used herein, "Blocked Party" shall mean any party or nation that (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the U.S. Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001) or other similar requirements contained in the rules and regulations of OFAC (the "Order") or in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders") or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists"); or (b) has been determined by competent authority to be subject to the prohibitions contained in the Orders.

28.19.2 Representation of No Blocked Party. As a material inducement for Landlord entering into this Lease, Tenant represents and warrants that none of Tenant, any affiliate, parent or subsidiary (an "Affiliate") of Tenant, any partner, member or stockholder in Tenant or any Affiliate of Tenant, or any beneficial owner of Tenant, any Affiliate of Tenant or any such partner, member or stockholder of Tenant (collectively, a "Tenant Owner"): (a) is a Blocked Party; (b) is owned or controlled by, or is acting, directly or indirectly, for or on behalf of, any Blocked Party; or (c) has instigated, negotiated, facilitated, executed or otherwise engaged in this Lease, directly or indirectly, on behalf of any Blocked Party. Tenant shall immediately notify Landlord if any of the foregoing warranties and representations becomes untrue during the Term.

28.19.3 No Transfer to a Blocked Party. Tenant shall not: (a) transfer or permit the transfer of any interest in Tenant or any Tenant Owner to any Blocked Party; or (b) make a Transfer to any Blocked Party or party who is engaged in illegal activities.

28.19.4 Consequences of Breach. If at any time during the Term (a) Tenant or any Tenant Owner becomes a Blocked Party or is convicted, pleads nolo contendere, or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering; (b) any of the representations or warranties set forth in this Section become untrue; or (c) Tenant breaches any of the covenants set forth in this Section, the same shall constitute an Event of Default. In addition to any other remedies to which Landlord may be entitled on account of such Event of Default, Landlord may immediately terminate this Lease and refuse to pay any disbursements due to Tenant under this Lease.

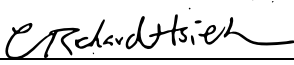
[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Lease as of the "Date of Lease" shown on the first page of this Lease.

LANDLORD:

319 9th STREET, LLC,
a Nevada limited liability company

By: DTP MGMT, LLC,
a Nevada limited liability company,
Its Manager

By: 
Richard Hsieh, its Manager
Date of Signature: June 13, 2022

TENANT:

CLV STRONG START ACADEMY ELEMENTARY SCHOOLS, INC., a Nevada nonprofit corporation


DocuSigned by:

By: 52515B5827784FF
Name: Lorna James-Cervantes
Title: Board President, CLV Strong Start Academy Elementary Schools, Inc.
Date of Signature: June 13, 2022

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

The land referred to herein below is situated in the County of Clark, State of Nevada, and described as follows:

THAT PORTION OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

PARCEL ONE (1) AS SHOWN BY MAP THEREOF ON FILE IN [FILE 119 OF PARCEL MAPS, PAGE 7](#), IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.