

STATE PUBLIC CHARTER SCHOOL AUTHORITY



2023 CHARTER SCHOOL REQUEST FOR AMENDMENT TO CHARTER CONTRACT APPLICATION

For the: **Battle Born Academy**

Date Submitted: February 20, 2023

Current Charter Contract Start Date: July 1, 2022

Charter Contract Expiration Date: June 30, 2028

Key Contact: Kathleen (Kathy) Rudd

Key Contact title: Principal

Key Contact email and phone: kathy.rudd@battlebornacademy.org and 217-741-5673 or 702-478-4448

Date of School Board approval of this application: 02/01/2023

This Request For Amendment (RFA) is submitted to request a contract amendment regarding the following (identify which RFA changes you are requesting approval for).

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

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¹ Workbooks are provided as separate excel documents and not included in the RFA as a single PDF.

Battle Born Academy



Battle Born Academy is a K-8 public charter school serving students in the downtown Las Vegas community. Founded on the belief that all students deserve an excellent, equitable education that prepares them to lead meaningful and fulfilling lives, BBA works with underserved students in the downtown area. In August of 2022, Battle Born Academy opened its doors with grades K-1 and 5-6, serving approximately 140 families.

Vision

Battle Born students are the change makers in our community, leading Nevada toward a future they create.

Mission

Battle Born Academy cultivates a community of joyful students who lead their own learning, care for themselves and their community, and actively contribute to a better world.

Our Why

Educational equity has the power to transform our community. Right now, the status quo is educational inequity; systems and structures that routinely disadvantage students based on race and socioeconomic status. At Battle Born Academy, we believe that it is not enough to simply re-create new schools built on the same foundations that have led to this inequity. Instead, it is our mission to cultivate a community of joy - a liberatory, transformational future for all students. Battle Born Academy was born from the belief that this transformational education is not only possible, it is necessary for students in Las Vegas right now.

Battle Born Academy Team & History

Co-founders Kathy Rudd and Katie Krackhardt worked together in conjunction with the community and a broader committee to form to submit the original charter application for Battle Born Academy in 2021. In April of that year, Battle Born was conditionally approved for operation by the SPCSA and successfully opened for operation in Fall of 2022. The first quarter average daily enrollment for Battle Born Academy was 133.

The BBA Board of Directors is comprised of:

- President - Chantae Readye
- Vice President - Keith J.D. Hightower
- Secretary - Kelsey Stegall
- Treasurer – *board vote pending*
- Members at Large
 - Lori Butler
 - Jay Maharjan
 - Karina Cisneros-Almanza
 - Julia Quintanilla
 - Patrick Hunt
 - Laura Myer
 - Kelly Pearsal
- Advisory (Non-Voting) Members
 - Connie Reyes
 - Matias Martin Santiago



We believe that every child deserves an educational experience that captures their curiosity, motivates them to achieve at high levels, and brings joy into their daily life.

BATTLE BORN ACADEMY

Request for Amendment – New Facility – 2101 E. Owens Ave. Las Vegas, NV 89030

Battle Born Academy set out to primarily serve students in the downtown area, focusing on zip codes 89101, 89104, and 89106. Our proposed amendment is to continue to occupy a permanent facility on the border of these zip codes and the 89030 zip code. The property is uniquely located; all surrounding properties south of Owens Avenue are located in the 89101 zip code except for this property, which is in 89030. The map below indicates the zip codes of the parcel and parcels nearby.

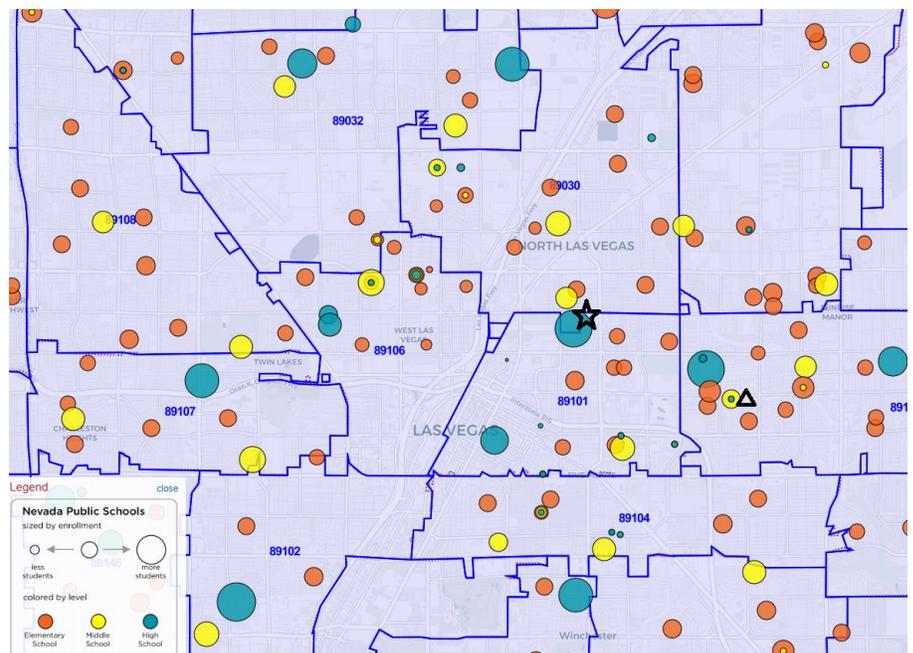


Formerly a church, the property already has the name College Park through the previous owners. Battle Born Academy will keep this inspirational and academic name, calling this location Battle Born Academy – College Park.

The facility consists of four main buildings and a large parking lot, located on 2.2 acres of land. The facility includes a cafeteria with space for a warming kitchen, a large theater space (the former sanctuary), a main office, and approximately 19 classrooms. Some portions of the space are remaining as-is,

while approximately 70% of the property is being remodeled into classroom space. Because no structural work, exterior changes, or excavation is necessary, the scope of the work should take 3-4 months to complete and is already underway. A timely, June 1, 2023 delivery is expected, allowing BBA time to move buildings and complete operational prep for the 2023-2024 school year.

Owens Avenue is a thoroughfare running through Las Vegas, including an unimpeded drive for families coming from 89106, where Owens Ave. becomes Vegas Dr. The facility is easily accessed from Eastern Avenue as well, just two blocks away. It is an easy 5-10 minute drive for families located in all of our identified zip codes – 89101, 89106, and 89104. Likewise, it is an approximate 7 minute drive from BBA’s current, temporary location on Bonanza Rd. The chart to the right shows the current location (marked with a triangle) and Battle Born Academy – College Park (marked with a star). It also shows the other elementary, middle, and high schools in the surrounding area.



This facility allows us to achieve our original mission and vision, continue to serve the students of downtown, and to partner with Equipo Academy, an established 6-12 school. Together, we can offer families throughout the area an excellent education that spans K-12.

The Board of the above named charter school, operating under a current contract with a start date of July 1, 2022 and a six-year expiration date of June 30, 2028, requests that the SPCSA approve this request to amend its

charter school contract with the SPCSA regarding the following: Facilities: Acquire or construct a new or additional facility that will not affect approved enrollment.

Reasons for Specific Change

Since its planning year, Battle Born Academy has been working with various development partners for the acquisition and development of a long-term facility. Despite working with charter developers in both the nonprofit and for-profit spaces, BBA had been unable to find a long-term solution in the desired neighborhoods that provided both the right amount of space and an affordable budget. The downtown area and surrounding neighborhoods have proven extremely costly for land and facilities.

In December of 2022, BBA was introduced to Michael Colvin of Colvin Construction, who recently purchased the facility at 2101 E. Owens Ave. Colvin is a contractor and developer who has many years of experience working in commercial development. Colvin purchased College Park with the intent of renovating and leasing the facility to a charter school. Battle Born Academy decided to partner with Mike Colvin and his team to lease this facility.

The initial 10-year lease, with options to renew, does include terms to allow Battle Born Academy to purchase the facility in years 4, 5, or 6 of the lease. Whether leasing or owning, the cost of the facility is within BBA's proposed facilities budget, allowing for the fiscal responsibility of the school and the successful operation of the academic program. Both the lease structure and the facility itself give Battle Born room to grow from 300 students to full-grown at the charter term.

Having thoroughly vetted numerous other options and for the reasons listed above, Battle Born Academy is confident that the facility at 4201 E. Bonanza Rd. is the best possible option for its continued school use for the 2023-2024 school year.

The following questions/components of the RFA: Executive Summary have no material changes:

- Statement of outcomes you expect to achieve across the network of campuses
- Key components of your educational model for the expanded school
- Describe the charter school's plan to ensure that proper restorative justice principles are practiced. Describe plans, including record keeping, to monitor for potential disproportionate discipline practices.
- Describe the charter school's plan to ensure enrollment diversity and equity, commensurate with the neighborhood and zip codes it serves. Include plans to close any proficiency gaps among diverse student groups (ex. race/ethnicity, FRL, EL, IEP) as well as family and community engagement strategies.
- The values, approach, and leadership accomplishments of your school or network leader and leadership team
- Key supporters, partners, or resources that will contribute to your expanded school's success.

MEETING THE NEED

Targeted Plan

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

Battle Born Academy is a K-8 public charter school serving students in the downtown Las Vegas community. Founded on the belief that all students deserve an excellent, equitable education that prepares them to lead meaningful and fulfilling lives, BBA works with underserved students in the downtown and surrounding areas.

Proposing to locate on the border between 89101 and 89030 provides Battle Born Academy the opportunity to continue to serve its original target community and to expand the area of service to 89030. The zip code has similar academic offerings to the original target community:

- 3 High Schools – Desert Rose (Non-Traditional, 1 star), CSN High School East (5 star), and Delta Academy (1 star)
- 4 Middle Schools – J.D. Smith (1 star), Jo Mackey (1 star), Delta Academy (2 star), Jim Bridger (3 star)
- 11 Elementary Schools – Quannah McCall (1 star), Lois Craig (1 star), HP Fitzgerald (2 star), CP Squires (2 star), Tom Williams (2 star), Lincoln (2 star), Somerset Academy Losee (2 star), Jo Mackey (4 star), Marion Cahlan (4 star), Fay Herron (5 star)

All data is pulled from the Great Schools All Kids portal, which currently pulls star ratings from the 2018-2019 school year, due to effects on NSPF from the COVID-19 pandemic. Other demographic data (below) comes from the 2021-2022 school year.

All told, thousands of students in 89030 do not currently have access to a high-quality school. The addition of a free, publicly available high-quality option in the form of Battle Born Academy will provide hundreds of elementary and middle school students with a strong academic foundation and a community built on joy, academics, and social-emotional support.

To zoom in on the schools closest to the proposed facility, BBA would be located nearest to:

- CP Squires Elementary School – 2-star, K-5 school serving approximately 715 students. 100% FRL, 43% EL, 12% Special Education
- Walter Bracken Elementary School – 3-star, K-5 Magnet School serving approximately 591 students. 100% FRL, 23% EL, 6% Special Education
- JD Smith Middle School – 1-star, 6-8 middle school serving approximately 1100 students. 100% FRL, 30% EL, 12% Special Education
- Rancho High School – 4-star, 9-12 high school (mixed zoned and magnet) serving approximately 3250 students. 100% FRL, 23% EL, 10% Special Education

Each of these schools serve as a group that is predominantly Hispanic, ranging from 60% to 90%.

The demographics of Battle Born Academy's current student population closely mirror or exceed the diversity of the surrounding public schools. In the 2022-2023 school year, BBA is:

- 66% Hispanic; 18% Black; 14% White, and 2% multiracial
- 83% FRL
- 45.8% Emergent Bilingual (EL)
- 15.3% Special Education

Battle Born Academy will recruit and work closely with the community to maintain or improve upon the diversity of under-represented groups in our students, ensuring our school mirrors the neighborhood it is located in. One area where we hope to see growth is in our Free and Reduced Lunch population. BBA is currently attempting to increase our FRL percentage served by recruiting from homes and apartments in the nearby area, partnering with Acelero Headstart and the Strong Start Academy ECE centers, and working with local nonprofits to reach families who receive services in job placement, housing assistance, financial assistance, and other programs.

Battle Born Academy will be a strong addition to the neighborhood, providing students and families in 89030, in addition to those already being served in 89101, 89104, and 89106, with an equitable, high-quality school choice built around joy, exploration, wholeness, and community.

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

Battle Born Academy's model was built with traditionally underserved communities in mind from the start. The whole-school project-based learning approach allows students to explore, find their passions, engage in liberatory practices, and gain independence. Students develop life-long leadership and learning skills that they can use to transform our community, creating change and accelerating progress in their own backyards and for their own neighbors. Students also engage in restorative practices daily, learning skills in communication, relationship management, accountability, and more, without the negative effects that traditional top-down discipline has in schools. Daily circles, community accountability, parent circles, and restorative circles help to create a different culture and prevent long-term school-to-prison pipeline that schools can perpetuate, particularly on low-income students of color.

Likewise, BBA has resources and programs to support students with varying needs, including:

- Full-time and expanding Emergent Bilingual (EL) services, with most students in the program receiving daily services.
- Mental Health Counseling – BBA has a full-time, licensed mental health therapist on staff and is committed to expanding this program in future years as the student population grows. Addressing counseling at the individual, group, and family levels helps change outcomes for students in the classroom and beyond.
- Staff trained in trauma-informed practices, including restorative practices.

Students in 89030 share many of the same racial, socioeconomic, and situational backgrounds as students in 89101, 89104, and 89106, and BBA is equipped to not serve those students, but allow them to find their authentic, powerful voices and thrive as young learners and leaders.

Growth Rate and Rationale

Questions in this section do not apply to Battle Born Academy.

Parent and Community Involvement

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

Parents and community members have been involved in our decision to re-locate the school through the BBA Parent Committee. A monthly group currently composed of 8 families but open to all, the committee had the opportunity to see the proposed facility when BBA was in initial conversations with the developer/owner. We had several members of the board and several family members of students come to the facility for a tour and to gauge their perspectives on both the location and the community itself. Their response was overwhelmingly positive, with high praise for the campus-like feel of the

facility, the potential of the space, the opportunities for outdoor play, and dynamic possibilities of the theater space. We have since involved several other members of our parent/family community, speaking with families one on one to get their opinion on the potential move and begin gathering their feedback on proposed layouts and floorplans.

Since December of 2022, BBA has been engaging residents in the local neighborhood by visiting apartment complexes adjacent to the proposed facility. There are apartments on 3 sides of the building. So far, the response for a new school in the area has been very positive, with a number of families applying for the lottery themselves. As of the time of this application, nearly 10% of our new applications for the 2023-2024 school year are from families in 89030. An additional 5 applicants are located in 89101 in the apartments across the street from the facility. We are confident that with approval by the SPCSA and a formal announcement, we can begin gaining even more local support from prospective families in the neighborhood.

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

For returning students, we will have grade-level specific informational sessions about the move and the new campus, allowing families to ask questions, engage with the floor plans, help make design decisions, and more. We want students and families to truly feel this is their campus, with opportunities for them to make their unique mark on the space. Beginning in late April/early May, we can even begin taking small tours as phases of the construction wind down. We are excited to engage and re-engage our current families, largely through community and conversation and a one-on-one approach. We do expect that about 5-10% of our currently families will not make the transition with us due to the drive. Though it is only 6 minutes by car, for a family that walks to school (we have 7 students who walk currently) or who rely on a single car or public transportation, the move may be difficult. We are excited to work with families to find individual solutions, including the possibilities of the bus system, which has a stop both in front of our current school and in front of the proposed facility. It's about a 20-minute route on public transport.

Establishing buy-in with our new parents will be separated into two groups – those that knew we were moving when they signed up and those that have not. We will likewise engage the families that did not know about the new facility through information sessions, opportunities to contribute to the campus design, facility tours, and social media posts. Our plan is to call each family admitted at the lottery individually (and all families pulled from the waitlist thereafter) and discuss the new location with them. This will ensure all of our new students have our new, permanent address in mind.

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

We have a number of upcoming opportunities to engage parents in the life of the new school facility. We plan to have several opt-in sessions for contributing to design. Initial ideas include a signage/beautification team, a parking and queuing working group, a community outreach working group, a security and safety taskforce, and a BBA-Night redesign working group. BBA Nights are our project work exhibition nights – they are truly a showcase of our students' incredible work and our families have already fallen in love with these events. We typically have between 200-350 attendees for our currently enrolled 140 students. We want to see that continue to grow and expand and take shape in a new facility. We hope to involve parents in those decisions, as well as many aspects of how we use and shape the new facility.

Volunteering will remain unchanged at the new facility; parents and family members are strongly encouraged to volunteer on a single day or multi-day basis. We look for special volunteers for class projects, field trips, celebrations, and transitional days, but we're always open for volunteers. No parents or family members are required to volunteer as a condition of their enrollment or attendance.

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

Because the new facility is functionally in the same community (the downtown/East LV community), there are no material changes.

One group we hope to find extended partnership with is the school next door, Rancho High School. Rancho has historically been a strong choice for local families and is currently a four-star school. We hope to work with the school on mentorship programs, including the possibility of partnering with some of their magnet programs, such as their Health Sciences magnet. The school also has excellent athletic facilities that we hope to be able to take advantage of for varying student experiences, play, projects, and field events. This partnership is not yet formalized but is beginning to form.

BBA has no attachments for this section.

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

Please see above for a more detailed description of the ties to and knowledge of the community. To date, we have engaged local neighbors to the property and nearby businesses through canvassing. We hope to expand these efforts in the coming months and build on the community relationships we have with organizations such as Make the Road Nevada, Puentes, the City of Las Vegas, Acelero Headstart, and other local partners. Moving facilities will not impact other partnerships we have, such as those with Green Our Planet, the UNLV College of Medicine, or Trauma Recovery Yoga.

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

- SGH Financial Advisors – real estate brokers; have worked with BBA to find both short and long-term facilities. SGH Financial Advisors is paid through an agreement from 2141 E. Owens, LLC at the commencement of the lease. There is no exchange of funds between BBA and SGH.
- Colvin Construction; 2141 E. Owens, LLC – Michael Colvin owns the building through his organization, 2141 E. Owens, LLC. Colvin Construction is completing the construction and development work of the site.
- Howard and Howard – legal advisors; no financial interest
- IZ Design Studio – architect, consultant on facilities and traffic plans. IZ Design Studio is engaged and paid by 2141 E. Owens, LLC. There is no exchange of funds between BBA and IZ Design Studio.

There are no known conflicts of interest, real or perceived, with these or any other parties, including the members of the Battle Born Academy Board of Directors, in the planning or execution of this long-term lease at 2101 E. Owens Ave., nor in the possible long-term acquisition of the same property for purchase by Battle Born Academy.

ACADEMIC PLAN

There are no material changes to the academic plan.

FINANCIAL PLAN

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

No material changes to the charter contract.

Attachment: Budget Narrative

Please see the completed attachment.

Attachment: Financial Plan for the School; Financial Plan for the Network

As a single-site charter, Battle Born Academy is submitting only one financial plan.

Historical Financial Documents & Audit Data Worksheet

Battle Born Academy is in its first year of operation and, as such, does not have audited financial statements or campus evaluations.

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

Battle Born Academy has accounted for \$10,000 in annual revenue from philanthropic dollars. To date, BBA has one recurring, annual donor who has committed this amount per year and has committed to continuing to do so. BBA also fundraises in smaller amounts through school activities, board member donations, and grant writing. While no staff are dedicated to fundraising and development, school administrators hold one hour per week for school tours and development outreach. As well, several members of the board bring practice and expertise in fundraising that they volunteer for the school, including a grant writing. The balanced budget at Battle Born Academy is not reliant on development or give/get goals from the board.

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

Key roles in financial oversight fall to the following parties:

- School Principal – daily oversight, financial approvals, grant allocation and approvals, budgeting, and financial planning
- Edtec – back office partner, financial oversight, accounting, budget development, cash tracking,
- Board President – financial controls, approvals of expenses in excess of small-purchase threshold
- Board Treasurer – financial controls, approvals of expenses over large-purchase threshold, monthly co-planning meeting with school leadership

- Board of Directors – monthly financial reporting and review including cash balance, actuals, projected budgets, grant allocation and use; annual and amended budget approvals; oversight of Principal
- Auditor – BBA is currently in the process of selecting an annual auditing company

OPERATIONS PLAN

Student Recruitment Plan

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

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

Battle Born Academy serves students primarily in 89101, 89104, and 89106 zip codes. This remains true, even with the adjustment to our facility location. The only students in 89110 that we intend to directly recruit are the younger siblings of students currently enrolled at Equipo Academy. With the school's permission, we will provide their families with informational flyers in both English and Spanish, as well as optional information sessions to learn more about Battle Born Academy.

Otherwise, ongoing recruitment efforts will continue within the community. All recruitment and advertising complies with state and federal laws regarding nondiscrimination, as well as being provided in both English and Spanish. Additionally, our website is translatable into multiple other languages.

Through the Charter School Program Grant, we have also hired a full-time Student Recruitment Coordinator dedicated to this work; the increased capacity here allows us to plan recruitment events, attend community partner opportunities, speak with local ECE centers, and leverage our current families to recruit.

Ongoing recruitment strategies include:

- Canvassing – targeted canvassing has already occurred in all three zip codes and will continue to occur. BBA leverages door-to-door strategies and usually pairs these with upcoming information nights to engage our families on multiple levels.
- Information Sessions – BBA hosts weekly office hours and monthly (or more frequent) information sessions for interested families.
- Tabling Events – In addition to hosting our own events, BBA is a consistent partner at community events and resource fairs. We partner with several local organizations and community centers to provide information to families.
- Partnerships with ECE Centers – Early Childhood Centers have been strong partners for BBA, allowing the school to speak with families and students and recruit both in-person and at online events.
- Partnerships with K-5 Elementary Schools – Several local schools have worked with BBA to offer parent information sessions to their fifth grade students. BBA has continued outreach to additional local schools in our identified zip codes to reach more students
- Community Partners – BBA is currently advertising in many local establishments, both businesses and nonprofits. These locations, such as the East Las Vegas Community Center, the Discovery Museum, the East LV library, and more, reach families across our community.

- Social Media – Through targeted social media advertising, BBA continues to recruit students in our identified neighborhoods.
- Leveraging current families – Our current families are the best testament to our work and recruiters of their families and neighbors. We will incentivize referrals, work alongside our families to spread the word, leverage our Family Advisory Board for their ideas on recruitment, and more. We also have launched a Student Ambassador program which allows students to give tours, help out at events, and talk with prospective families.
- Partnership with Equipo – BBA will make enrollment information available for students and families currently enrolled at Equipo Academy, with the intent of recruiting younger siblings of those students. This is not a guaranteed partnership or priority admittance – these students will have the same opportunity to enroll as all students.
- Traditional Media – BBA will continue to issue press releases regarding student enrollment opportunities, as well as working with partners at local T.V. stations and newspapers to profile the school and raise awareness.
- Tours and Information Sessions on Site – BBA will be able to leverage the site to offer tours and host information sessions.

In addition, we are partnering with a student recruitment consultant, Bloomwell Consulting. This is made possible by one of our strategic partners, Opportunity 180, who is committed to funding this opportunity. The consultant will provide strategic and benchmark tracking, training for our staff on high-yield recruitment techniques, support with social media, flyer and mailer support, and canvassing support.

Finally, we intend to partner with a student recruitment grassroots organizing group, likely Latino Outreach Solutions, though the final vendor will be selected in the coming weeks. This is made possible by a grant from the City of Las Vegas. The consultant will provide grassroots organizing and outreach to the local community in both English and Spanish. They will be responsible for canvassing, hosting events, attending community events, and coordinating efforts to reach new prospective families.

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

In our first year of operating, Battle Born Academy is serving a population of students that reflects the surrounding areas in ethnic, socio-economic, linguistic, and special needs diversity. For the 2022-2023 school year, BBA student demographics are:

- Ethnicity/Race
 - Black – 18%
 - White – 14.6%
 - Hispanic – 66%
 - Multiracial 1.4%
- FRL – 83.3%
- IEP – 15.3%
- ELL – 45.8%

Comparison to Nearby School(s)

	Battle Born Academy	CP Squires Elementary School	All Elementary Schools Located in 89110
Race/Ethnicity	66% Hispanic 18% Black 15% White 1% Multiracial	87% Hispanic 5% Black 5% White 3% Multiracial	78% Hispanic 10% Black 7% White 1% Asian 3% Multiracial
FRL	83.3%	100%	100%
IEP	15.3%	12%	12%
ELL	45.8%	43%	33%

Battle Born Academy will recruit and work closely with the community to maintain or improve upon the diversity of under-represented groups in our students, ensuring our school mirrors the neighborhood it is located in. One area where we hope to see growth is in our Free and Reduced Lunch population. BBA is currently attempting to increase our FRL percentage served by recruiting from homes and apartments in the nearby area, partnering with Acelero Headstart and the Strong Start Academy ECE centers, and working with local nonprofits to reach families who receive services in job placement, housing assistance, financial assistance, and other programs.

BBA exceeds both the special education population and the English Language Learner population of most surrounding schools. On the other hand, BBA does not serve 100% FRL students like our neighborhood schools. During the 2022-2023 school year, BBA did not recruit enough students prior to the lottery to conduct one in any grade. Because of this, all students were enrolled on a first-come basis without priority considerations adopted for our lottery. In the 2022-2023 school year, we hope to close both the FRL and race/ethnicity gaps with our neighborhood schools through the lottery process, as we have priority enrollment for students of underperforming and overcrowded schools, both of which will also likely increase these numbers. Overall, we believe we are serving a population that is representative of the area of the school, but we also know there is room to continue to improve in this area.

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

As outlined above, Battle Born Academy has been designed from the outset to meet the needs of students in our community and to recruit, enroll, and retain students that are representative of the population downtown. To the specific strategies listed here:

- (1) While we do not offer Pre-Kindergarten programs, we have partnered closely with several centers to recruit and enroll students from local Acelero Centers as well as the City of Las Vegas Strong Start ECE programs. Both are targeted to low-income families in our community.
- (2) We have aggressively pursued grassroots organizing, including door knocking, information sessions, resource fairs, and family-based outreach. We publish all materials in English and Spanish and have made Tagalog and Portuguese available at the request of families.
- (3) We have an explicit commitment to serving students with special needs. In fact, we encourage families who apply or are considering and believe their child has special needs to set up 1:1 meeting times with school staff to discuss the child's specific needs. The project-based learning model of Battle Born is often ideal for students with varying abilities. We are currently serving students with a wide variety of special needs and services.
- (4) We have not implemented a weighted lottery, though we do give priority consideration to students of employees, siblings, students from overcrowded schools, and students from underperforming schools, in that order.
- (5) BBA is open to and continuously learning from the strategies of other schools serving diverse communities, including locally through Opportunity 180 and other charter leaders, as well as nationally through a network of project-based learning schools that serve high-diversity, underserved communities facilitated by High Tech High, based in San Diego.

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

No change.

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

No change.

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

No change.

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

No change.

Complete the following tables for the proposed school to open in 2023-24. Schools applying for multiple campuses must complete enrollment summary tables for each school campus opening in fall 2023 and fall 2024.

No change; enrollment and staffing workbook provided as attachment.

GENERAL FACILITY RFA REQUIREMENTS

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

Prior to authorization, Battle Born Academy had no organizational experience with facilities acquisition and development. Members of the board have individually and in previous work had varied experience with facilities development and facilities management.

While no construction/development delays have impacted our school calendar or schedule, occupying a temporary facility has allowed staff to develop capacity in managing renovations, as work was done to the current campus so that BBA could occupy it and ongoing work has been completed during the school year.

For the new proposed facility, approximately 5% of Principal Kathy Rudd's time will be dedicated to the oversight and management of the renovation and construction process, with timelines aiming for a June 1, 2023 completion date. BBA has set clear and specific guidelines for the state of the completion of the building, including possession of a Temporary Certificate of Occupancy (TCO) or COO for each phase of the construction and passing of a health permit, as well as completion of punchlist items for BBA-specific school specifications.

To ensure that the construction does not affect the school calendar or schedule, BBA has layered back-up plans with the facility developer to provide for a smooth transition.

Plan A – June 1 delivery, as scheduled with TCO and Health Inspection

Plan B – June 30 delivery, or any time in between June 1 and June 30 – with time for SPCSA-required 30-day advance of school start date (estimated August 7, 2023)

Plan C – June 30 delivery of two phases of the construction with TCO and health permit

- Construction has been permitted and planned in three phases (one for each building on campus that is undergoing renovation) – delivery of any two phases of the construction will allow BBA to open on time
- Construction and development teams are aware of this requirement and planning construction schedules accordingly

Plan D – June 30 delivery of first-floor occupancy of all buildings with TCO

- The most significant possible delay to the finalization of the project is the two elevators that are being delivered and installed (one in each of two buildings). To ensure this does not delay the start of school, the building designs do allow for occupation and permitting of first-floor spaces only, which would allow BBA to open on time.

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

Battle Born Academy will lease the facility from 2141 E. Owens, LLC, owner Michael Colvin. All facility acquisition, development, and project costs will be borne by that organization. Per the terms of the lease, Battle Born Academy owes one month's security deposit on July 1, 2023 and begins lease payments at the later of August 1, 2023 or the complete delivery of the premises according to the specifications in the lease.

List names and roles of any parties which could be deemed financially interested and describe the potential or actual interest relating to the current or proposed facility. This includes any existing or potential conflicts of interest or existing, direct or indirect, potential ownership interests with the current and/or proposed facility.

- SGH Financial Advisors – real estate brokers; have worked with BBA to find both short and long-term facilities. SGH Financial Advisors is paid through an agreement from 2141 E. Owens, LLC at the commencement of the lease. There is no exchange of funds between BBA and SGH.
- Colvin Construction; 2141 E. Owens, LLC – Michael Colvin owns the building through his organization, 2141 E. Owens, LLC. Colvin Construction is completing the construction and development work of the site.
- Howard and Howard – legal advisors; no financial interest
- IZ Design Studio – architect, consultant on facilities and traffic plans. IZ Design Studio is engaged and paid by 2141 E. Owens, LLC. There is no exchange of funds between BBA and IZ Design Studio.

There are no known conflicts of interest, real or perceived, with these or any other parties, including the members of the Battle Born Academy Board of Directors, in the planning or execution of this long-term lease at 2101 E. Owens Ave., nor in the possible long-term acquisition of the same property for purchase by Battle Born Academy.

Show the fiscal impact of the proposed facility plan for the first three years after implementation of your plan using the SPCSA Financial Performance Ratings model (ask staff for a copy of the most recent model for your school). Explain plans to address any pro forma rating declines—if any—to at least the below areas from implementation of the plan.

- a) **Current Ratio (CR)**
- b) **Unrestricted Days Cash on Hand (UDCOH)**
- c) **Cash Flow (CF)**
- d) **Debt to Asset Ratio (D/A)**
- e) **Debt (or Lease) Service Coverage Ratio (DSCR or LSCR)**

Battle Born Academy is not previously operational and has not engaged with the SPCSA Financial Performance Ratings Model. In the attachments section, please find copies of related budgets that address financial plan relating to this proposed temporary facility.

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

The following documents are provided as attachments to this application.

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

A copy of the proposed lease or rental agreement noting any additional square footage to be leased.

A copy of the floor plan of the facility and all other documentation required pursuant to NAC 388A.315 ("Request to occupy new or additional facility"). Include notations of all included campus facilities with a table or statement describing the square footage of the facility AND an assurance the school will submit any final versions of the documentation called for here and in NAC 388A.315.

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

A detailed construction project plan and timeline, including a Gantt chart,

- identifying all facility development activities necessary to obtain a full certificate of occupancy prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will issue the Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 388A.315 as an Attachment.
- identifying all facility development activities necessary to obtain all such code approvals prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all code inspections, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 388A.315 as an Attachment.

Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 388A.315

Battle Born Academy is not responsible for nor completing construction in any form. Contacting these authorities and working within parameters of the law are the rights and responsibilities of the landlord.

The organization's plans/methods to finance these facilities.

Battle Born Academy is leasing this facility and, as such, is seeking no financing for either the purchase of or construction of the facility. The SPCSA Facilities Workbook has been attached as an attachment in response to the questions in this section, with markings indicating questions that are not relevant to the leasing of a facility.

A copy of the school's traffic flow plan including exhibits showing the planned traffic flows during the arrival and pick up times, the associated times and the designated areas for the pickup and drop off activities.

Battle Born Academy



February 20, 2023

State Charter Governing Board
State Public Charter School Authority
2080 E. Flamingo Rd. Suite 230
Las Vegas, NV 89119

To State Public Charter School Authority,

RE: Request for Amendment to Charter Application

Battle Born Academy requests an exemption from the current amendment schedule to amend their charter contract with the SPCSA in order to acquire a new facility that will not affect approved enrollment. The facility is located on the border of the school's approved zip codes (89101) and 89030, for which additional context is provided in the amendment proposal.

The Battle Born Academy Board of Directors has voted on the proposed amendment prior to submission. The changes will allow for the successful establishment of Battle Born Academy in a long-term, well-situated school facility. The approval of this amendment would allow Battle Born Academy to continue its mission to serve the students of downtown Las Vegas.

We appreciate the support of the SPCSA staff regarding the required amendments and are asking that a good faith exemption be granted and that the request for amendments be approved.

Sincerely,

Kathy Rudd
Co-Principal & Co-Founder
Battle Born Academy

Chantae Readye
Board Chair
Battle Born Academy

Agenda
Board of Directors Meeting
February 1, 2023 @ 6:00p.m.
4201 E. Bonanza Rd. Las Vegas NV 89110
Zoom: <https://us06web.zoom.us/j/88438412370>

Board of Directors:

Chantae Readye, Chair; Keith J.D. Hightower, Vice-Chair; Kelsey Stegall, Secretary; Lori Butler, Jay Maharjan, Patrick Hunt, Julia Quintanilla, Karina Cisneros

Advisory Board Members - Connie Reyes, Matias Martin Santiago

Kathy Rudd, Co-Founder; Katie Krackhardt, Co-Founder

This meeting agenda and supporting materials are posted publicly on the school website at www.battlebornacademy.org. Likewise, the agenda is posted at the meeting location and on notice.nv.gov

To obtain agendas or supporting materials, you may also contact Principal Kathy Rudd at 4201 E. Bonanza Rd. Las Vegas, NV 89110, phone at 702-478-4448, or by emailing info@battlebornacademy.org

The Board of Directors of Battle Born Academy may take agenda items out of order; combine two or more items for consideration; or remove an item from the agenda or delay discussion related to an item at any time.

Speakers wishing to speak during the public comment period for this meeting may sign up in person immediately prior to the beginning of the meeting. Speakers will be called in the order in which they signed up. No one may sign up for another person or yield their time to another person. Generally, a person wishing to speak during the comment period will be allowed two (2) minutes to address the Board of Directors.

Speakers may also submit additional comments in writing.

Agenda

1. **Welcome and Roll Call**
2. **Public Comment**
3. **Approval of Minutes**
4. **Executive Update**
 - a. Executive Update - *for possible discussion*



- i. School leadership will provide updates on core aspects of the school including finances, student recruitment and enrollment, staffing, facilities, academics, and operations.

Written notices can be found here:

<https://docs.google.com/spreadsheets/d/1baAXdqeATVNO91QodwfnxUWwrrxs6HwyByV-cDFCwTk/edit?usp=sharing>

- b. Financial Update - *for possible discussion*

- i. Kristin Dietz, Edtec will provide updates on finances, bank statements, grant usage, and other financial matters related to the school

5. New Items (for possible action)

- a. SPCSA Amendment Submission - *for possible action*

- i. Proposal to submit an amendment to the State Public Charter School Authority that amends Battle Born Academy's charter to include both a change of permanent address and an inclusion of the 89030 zip code in the school's served zip codes.
- ii. Proposed motion - I move to direct Kathy Rudd, in her capacity as executive, to prepare and submit an amendment to the charter contract of Battle Born Academy that reflects a change of permanent address and the inclusion of the 89030 zip code.

- b. SPCSA Good Cause Exemption - *for possible action*

- i. Proposal to submit the amendment to the State Public Charter School Authority outside of their scheduled amendment submission period, requiring a good cause exemption.
- ii. Proposed motion - I move that Battle Born Academy submit a good cause exemption to submit the proposed amendment to the charter authority.

- c. Temporary Board Treasurer Election - *for possible action*

- d. Revised FY23 Budget - *for possible action*

6. Board Member Discussion

- a. Board members have a period of up to 3 minutes to discuss school-related issues of their choosing - *for possible discussion*

7. Public Comment

8. Adjournment

Agenda
Board of Directors Meeting
February 1, 2023 @ 6:00p.m.
4201 E. Bonanza Rd. Las Vegas NV 89110
Zoom: <https://us06web.zoom.us/j/88438412370>

Board of Directors:

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Speakers may also submit additional comments in writing.

Agenda

1. Welcome and Roll Call

- a. Chantae, Keith, Kelsey, Julia, Laura, Lori, Patrick, Karina, Kelly, Jay, and Matias are in attendance.

2. Public Comment

- a. None.

3. Approval of Minutes

- a. Lori moved to approve the minutes from the last meeting. Keith seconded, and the board unanimously approved.

4. Executive Update

- a. Financial Update - *for possible discussion*
 - i. Kristin Dietz, Edtec will provide updates on finances, bank statements, grant usage, and other financial matters related to the school
 1. Kristin discussed the status of the school's finances.
- b. Executive Update - *for possible discussion*
 - i. School leadership will provide updates on core aspects of the school including finances, student recruitment and enrollment, staffing, facilities, academics, and operations. Written notices can be found here:
<https://docs.google.com/spreadsheets/d/1baAXdqeATVNO91QodwfnxUWwrrxs6HwyByV-cDFCwTk/edit?usp=sharing>
 - ii. Kathy discussed the updates regarding the school. Main update includes the lease related to the new property and the option to purchase the building.

5. New Items (for possible action)

- a. SPCSA Amendment Submission - *for possible action*
 - i. Proposal to submit an amendment to the State Public Charter School Authority that amends Battle Born Academy's charter to include both a change of permanent address and an inclusion of the 89030 zip code in the school's served zip codes.
 1. This is needed for the new location of the property
 2. Chantae asked whether we should also add 89110 to the Charter given that there are families in that current zip code attending the school.
 3. Kelsey asked if 89110 kids can still attend the school at the new location who currently attend the school.
 - ii. Proposed motion - I move to direct Kathy Rudd, in her capacity as executive, to prepare and submit an amendment to the charter contract of Battle Born Academy that reflects a change of permanent address and the inclusion of the 89030 zip code.
 1. Lori made the above motion and Laura seconded.
 2. Everyone voted to pass the motion except Jay, who did not respond. The majority passed the motion.
- b. SPCSA Good Cause Exemption - *for possible action*
 - i. Proposal to submit the amendment to the State Public Charter School Authority outside of their scheduled amendment submission period, requiring a good cause exemption.
 - ii. Proposed motion - I move that Battle Born Academy submit a good cause exemption to submit the proposed amendment to the charter authority.
 1. Kelsey made the above motion and Lori seconded.
 2. Everyone voted to pass the motion except Jay, who did not respond. The majority passed the motion.
- c. Revised FY23 Budget - *for possible action*



1. Kelsey proposed to adopt the revised FY23 budget, and Lori seconded. The board unanimously passed the motion.

d. Temporary Board Treasurer Election - *for possible action*

- i. During this discussion, the board got cut off from zoom, and a new roll call was taken. Everyone was back except Matias. Matias joined back on a few minutes later.
- ii. Kelly mentioned that she had an interest, but she thinks it can wait until April for the needs of the board.
- iii. Kelsey moved to maintain the treasurer vacancy until April, and Keith seconded. The board unanimously passed this motion.

6. Board Member Discussion

- a. Board members have a period of up to 3 minutes to discuss school-related issues of their choosing - *for possible discussion*
- b. Karina spoke about how amazing BBA Art Night was and how much fun the kids had. She yielded the rest of her time.
- c. Lori commended the staff and the board members who attended the BBA Art Night. Lori made a recommendation to the staff to restructure the recess room. She yielded the rest of her time.
- d. Patrick is looking into the debt that is owed to the company and want to speaks to the counsel. He also proposed being in-house counsel for the school. He yielded the rest of his time.
- e. Chantae discussed the BBA Art Night and other BBA events that she attended. She discussed how great it is to meet the students and see the school come to fruition. She yielded the rest of her time.
- f. Laura discussed how great BBA Art Night was and how amazing it was to see the kids' artwork. She yielded the rest of her time.

7. Public Comment

- a. None.

8. Adjournment

- a. Kelsey moved to adjourn the meeting at 7:00 p.m. Lori seconded. The board unanimously agreed.

BUDGET NARRATIVE

Revenues

Battle Born Academy accounts for the following revenues in the budget:

- PCFP Base Funding - the current formula and amounts for PCFP Base Funding for Nevada have been utilized with a conservative estimate of \$7657.63 per student. This represents an 5% increase over the current per pupil funding rate of \$7293 per student. Given the current legislative cycle, upcoming changes to the PCFP formula, and the proposed 28% increase to PCFP funding that may or may not be funded by the state, a 5% increase represents a reasonable, conservative increase below the level of cost of living adjustments being made on the federal level and likely to be replicated in Nevada.
- PCFP Weighted Funding - additional revenue is accounted for from ELL, FRL, and State and Local Special Education funding, using 2022-2023 percentages as assumptions for the growth in population in this areas.
- Federal Revenue - Title and IDEA grants provide an additional source of revenue, again assuming population relative to the current demographics of enrolled students and continued eligibility for these funds. Two additional, one-time grants are included in the revenue assumptions - the Charter School Program Grant and ARP ESSer III Final 1/3. Both grants conclude at or before the end of the 2023-2024 school year. Additional funding in this category comes from the National School Lunch Project. Assumptions are based on current numbers and projected enrollment; all revenues will match expenses.
- Finally, BBA has calculated for \$10,000 in philanthropic funding each fiscal year. BBA has a current donor who has committed to funding \$10,000 per year. In addition, BBA does smaller fundraising through events, ticket sales, and their online donation platform. BBA additionally does engage in grant writing from both staff members and the board; however, no additional grant funds are calculated in out years for funds not currently awarded. If philanthropic goals are not met, BBA remains cash positive in all years except 2023-2024. In that year, the supplies and other expenses budget would be cut to ensure positive cash flow and total overall net revenue, likely reducing staff travel and project budgets.

Expenses

Battle Born Academy projects staffing needs based on homeroom allocations and teacher schedules as the population of BBA continues to grow. BBA will have 11 homerooms and 2 specials teachers in the 2023 school year, growing each subsequent year with the homeroom students and adding additional specialists as their teaching load exceeds 6 classes.

Assumptions for additional instructional staff are based on projected sizes of student populations such as Special Education (program grows in years 2 and 3 of the budget assumptions) and English Language Learners (program grows in years 1, 3, and 4 of the budget assumptions). With growing enrollment in both areas, an increase in staffing is necessary to maintain student services and provide high-quality instruction for all students. Likewise, the Mental Health Counseling program will gain a second staff member in year 2 of the budget assumptions, when enrollment is over 300, as the recommended counselor to student ratio by the American Counseling Association is 1:300. BBA will continue to leverage Title funding and IDEA funding to supplement instructional staff services through contractors for nursing, psychology services, speech, OT/PT, and other services for students with special needs.

Additionally, BBA will gain operational capacity in year 2 of the projected budget through the addition of an office manager. Additionally that year, BBA will add up to 1.5 FTE toward administration, instruction, and

supervision of teachers. The ½ FTE may come from a part-time employee or from the movement of a teacher/strategist into a part-administrative/part-instructional role. In either case, the additional capacity will allow the school to increase academic gains through coaching, data-driven instruction, professional development, and the development of leadership capacity.

Employee benefit assumptions are based on BBA contributing \$500/month (\$12000 annually) per employee for medical, vision, and dental insurance. As well, PERS retirement contributions are accounted for. PERS is raising the contribution rate in 2022-2023 and that is reflected in the expense assumptions.

Additional expenses in supplies, professional and technical services, and other services are reasonable to maintain the academic program at BBA, including supplies for classroom instruction, technology for 1:1 instruction, project and field trip budgets to support project-based learning, curriculum purchases, and expenses related to professional development (travel, sub coverage, etc.). The bulk of startup expenses, including much of the technology, furniture, and some supply budgets are covered by the Charter School Program Grant, which concludes at the end of the 2023-2024 school year. Budgeting for that grant assumes furniture and technology for 400+ students, allowing BBA to plan into years 3, 4, and beyond for the needs of the school in these significant, one-time expenses.

Facilities - Battle Born Academy accounts for utility expenses to increase at the new facility and with increased student population numbers, estimating based on current actuals from the proposed facility as it is occupied by a church. The property does have solar panels running electricity to two of the four buildings, which is why electricity costs are lower for BBA than they may be for comparable buildings. Additionally, janitorial and maintenance costs will be roughly similar to the current facility, with small increases accounted for the increase in student population. BBA currently occupies a 28,000 square foot facility and the new facility will be 32,00 square feet - leading to many similar fees for these items. Facilities rent is included in the assumptions per the lease agreement. The cost of rent grows with the student population increases BBA is planning for, a negotiated lease that BBA arrived at with the owners of the property. BBA will occupy the entire 32,000 square feet and the 2.2 acres through the term of the lease.

Additional Anticipated Funding Sources

In the 2023-2024 school year, Battle Born Academy will continue to experience cash flow needs as enrollment increases, a cash reserve is built, and reimbursable grants are spent down. To allow for that, Battle Born Academy is likely to borrow from Charter Asset Management (CAM) or similar vendor; \$15000 in finance charges are accounted for in the expenses category to cover the associated fees. Likewise, BBA received the SPCSA revolving loan in 2022 and \$1800 of interest is accounted for on that loan.

Cash Flow Contingency

As mentioned above, Battle Born Academy will likely need to borrow cash from Charter Asset Management or a similar vendor for the purposes of maintaining positive cash flow. Actual amounts borrowed will be based on verified enrollment to avoid a situation in which state and local revenue projections are not met. Battle Born Academy will also apply to the SPCSA for a significant expansion enrollment audit, as BBA is doubling its enrollment in 2023. The audited enrollment would be used to adjust state payments in July, August, September, and October of 2023 before the count day/ADE numbers for the 2023-2024 school year make adjustments possible. This should allow state funding to most accurately reflect the current enrollment of the school and the needs of the pupils.



The MAPS and DATA are provided without warranty of any kind, expressed or implied.
Date Created: 02/20/2023

Property Information

Parcel: 13926502001
Owner Name(s): 2141 OWENS L L C
Site Address: 2101 E OWENS AVE
Jurisdiction: Las Vegas - 89030
Zoning Classification: Civic District (C-V)
Planned Landuse: Incorporated Clark County (INCORP)

Misc Information

Subdivision Name:	null		
Lot Block:	Lot: Block:	Construction Year:	1961
Sale Date:	11/2022	T-R-S:	20-61-26
Sale Price:	\$3,450,000	Census tract:	510
Recorded Doc Number:	20221129 00001579	Estimated Lot Size:	2.18
Flight Date:	2022-12-21		

Elected Officials

Commission:	E - Tick Segerblom (D)	City Ward:	3 - Olivia Diaz
US Senate:	Jacky Rosen, Catherine Cortez-Masto	US Congress:	1 - Dina Titus (D)
State Senate:	2 - Edgar Flores (D)	State Assembly:	11 - Beatriz "Bea" Duran (D)
School District:	D - Brenda Zamora	University Regent:	5 - Patrick Boylan
Board of Education:	1 - Tim Hughes	Minor Civil Division:	Las Vegas

PROPOSED LEASE

BATTLE BORN ACADEMY

AND

2141 OWENS, LLC

**FOR RENTAL OF THE FACILITY AT
2101 E. OWENS AVE. LAS VEGAS, NV 89030**

SCHOOL LEASE AGREEMENT

THIS SCHOOL LEASE AGREEMENT (this “*Lease*”) is made as of _____, 2023 (the “*Effective Date*”) by and between **2141 Owens, LLC**, a Nevada limited liability company (“*Landlord*”), and **Battle Born Academy, Inc.**, a Nevada nonprofit corporation and public charter school operator (“*Tenant*”) (collectively, the “*Parties*”).

1. *Definitions.* The following terms have the meanings set forth in the Lease provisions referenced below:

Term	Section	Term	Section
“ <i>Additional Rent</i> ”	Section 5(d)(1)	“ <i>Laws</i> ”	Section 7(b)
“ <i>Alteration</i> ”	Section 9(c)	“ <i>Lease</i> ”	Preamble
“ <i>Base Rent</i> ”	Section 5(a)	“ <i>Non-Defaulting Party</i> ”	Section 14(a)
“ <i>Bankruptcy Proceeding</i> ”	Section 8(f)	“ <i>Option Notice</i> ”	Section 3(b)
“ <i>Books and Records</i> ”	Section 2(a)	“ <i>Parties</i> ”	Preamble
“ <i>Business Day</i> ”	Section 9(a)(3)	“ <i>Permitted Use</i> ”	Section 7(a)
“ <i>Closing</i> ”	Exhibit D	“ <i>Permits</i> ”	Section 2(a)
“ <i>Closing Date</i> ”	Exhibit D	“ <i>Premises</i> ”	Section 2(b)
“ <i>Defaulting Party</i> ”	Section 14(a)	“ <i>Property</i> ”	Section 2(a)
“ <i>Delivery Date</i> ”	Section 4(b)(1)	“ <i>PSA</i> ”	Exhibit D
“ <i>Effective Date</i> ”	Preamble	“ <i>Purchase Option</i> ”	Exhibit D
“ <i>Event of Default</i> ”	Section 14(b)	“ <i>Purchase Price</i> ”	Exhibit D
“ <i>Exercise Notice</i> ”	Exhibit D	“ <i>Rent</i> ”	Section 5(d)(1)
“ <i>Extension Option</i> ”	Section 3(b)	“ <i>Rent Commencement Date</i> ”	Section 5(a)
“ <i>Extension Term</i> ”	Section 3(b)	“ <i>Representing Party</i> ”	Section 8
“ <i>FF&E</i> ”	Section 4(b)(1)	“ <i>Security Deposit</i> ”	Section 6(a)
“ <i>HVAC System</i> ”	Section 4(a)(4)	“ <i>SPCSA</i> ”	Section 4(b)(1)
“ <i>Improvements</i> ”	Section 2(a)	“ <i>Specifications</i> ”	Section 4(a)(2)
“ <i>Indemnified Party</i> ”	Section 16(a)	“ <i>Tenant</i> ”	Preamble
“ <i>Indemnifying Party</i> ”	Section 16(a)	“ <i>Tenant Change Order</i> ”	Section 4(a)(2)
“ <i>Initial Term</i> ”	Section 3(a)	“ <i>Term</i> ”	Section 3(b)
“ <i>Initial Expiration Date</i> ”	Section 3(a)	“ <i>Warranty Period</i> ”	Section 4(a)(4)
“ <i>Landlord</i> ”	Preamble		
“ <i>Landlord’s Work</i> ”	Section 4(a)(1)		

2. *Premises; Lease Grant.*

(a) *Property.* Landlord is the owner in fee simple of that certain real property located in Clark County, Nevada commonly known as 2101 E. Owens Avenue, Las Vegas, Nevada 89030, bearing Clark County APN 139-26-502-001, measuring approximately 2.18 acres, and further described/depicted in Exhibit A hereto (the “*Property*”). The Property consists of (i) land, (ii) five buildings (comprising approximately 32,000 ft.²) which contain (or recently contained), among other things, a church, food distribution center, church school building, and (iii) various common areas (including a parking lot and fencing) (collectively, (ii) and (iii) are the “*Improvements*”).

(b) *Contingencies.* This Lease is contingent upon the satisfaction of each one of the conditions precedent set forth in Exhibit C hereto (or waiver thereof by the Party benefiting from the satisfaction of such condition).

(c) *Premises.* In consideration for the Rents and other charges and payments payable by Tenant hereunder, and for the agreements, terms and conditions to be performed by Tenant in this Lease, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the entirety of the Property for Tenant's exclusive use (the "*Premises*"), and the Tenant shall have quiet enjoyment of the Premises. During the Term hereof, Tenant shall have access to the entire Property twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five or -six (365 or 366) days per year. Landlord represents and warrants that there shall be no other persons or entities in lawful possession of the Property during the Term (time being of the essence).

3. *Term; Options.*

(a) The initial term of this Lease (the "*Initial Term*") shall commence on July 1, 2024 and expire on June 30, 2034 (the "*Initial Expiration Date*").

(b) Tenant shall have two (2) options to extend the Initial Term (each, an "*Extension Option*"), each for an additional five (5) years (each such extension term, an "*Extension Term*" and, collectively with the Initial Term, if the Extension Term(s) is/are applicable, the "*Term*"). Each Extension Option shall be exercisable upon at least six (6) months' prior, written notice by Tenant to Landlord (an "*Option Notice*"). Tenant shall not have the right to deliver an Option Notice at any time when an Event of Default is continuing.

(c) The terms and conditions of the Lease shall be the same as during the Initial Term, except there shall be an increase in the Base Rent in accordance with Section 5(b) hereof.

(d) Landlord hereby grants a purchase option to Tenant in accordance with the terms of Exhibit D hereto.

4. *Landlord's Work; Property Delivery.*

(a) *Landlord's Work.*

(1) *Budget.* Before delivery of the Premises to Tenant, Landlord shall, at its sole expense and cost, construct and complete certain tenant improvements as outlined in Exhibit B hereto (collectively, the "*Landlord's Work*"). The Landlord's Work includes the installation of an internet infrastructure that will reasonably support the Tenant's Permitted Use (bearing in mind its total expected enrollment and education technology needs).

(2) *Specifications.* The details, plans, nature, extent, and other specifications of the Landlord's Work (the "*Specifications*") shall be attached as part of Exhibit B hereto. The Parties shall mutually, reasonably, and in good faith discuss and agree on the Specifications, the first version of which may be rudimentary as of the Effective Date hereof. After the Specifications are developed, Tenant may request reasonable changes in the Specifications from time to time (a "*Tenant Change Order*"); provided, however, that (i) all changes in the Specifications shall be subject to Landlord's prior, written consent, not to be unreasonably withheld; and (ii) upon being changed, the new Specifications shall be included as a new version of Exhibit B hereto.

(3) *Document Delivery.* Upon completion of Landlord's Work, Landlord shall provide to Tenant "as built" plans, copies of all construction cost schedules, construction contracts, building permits, inspection reports and proof of payment of all labor and materials.

(4) *Warranty.* Effective upon the completion of Landlord’s Work, Landlord warrants to Tenant that (A) the completed Landlord’s Work shall be and is in compliance with all governmental Laws (including building codes and zoning ordinances) and SPCSA requirements applicable to the Building and for the Permitted Use (including, for example, the fire-detection/warning system, crash gates/push-bar doors, and ADA-compliance features); and (B) the Property’s roof (and roof membrane), foundation, structural and/or load-bearing walls, plumbing system, solar energy system, electrical system, fire sprinkler system, parking lot (including the pavement/slurry), and heating, ventilation and air conditioning system (the “*HVAC System*”) shall be and are in reasonable and good operating condition. The warranty in Section 4(a)(4)(B) shall last for a period of twelve (12) months into the Initial Term (the “*Warranty Period*”) (provided, however, that upon any warranty work being necessitated with respect to a defect or other item alerted to Landlord during the Warranty Period, the warranty term shall then be twelve (12) months from the successful completion of the warranty work, with respect to such warranty item(s) only). Tenant shall notify Landlord with reasonable promptness, during the Warranty period, of any warranty claim hereunder, and Landlord shall then cause or implement the warranty work/repair with reasonable and prompt due diligence. For the avoidance of doubt, Landlord shall obtain customary warranties and guaranties from the contractor(s) performing construction work hereunder (naming Tenant as a third-party beneficiary thereof), and may cause such contractor(s) to implement any work/repair owed to Tenant hereunder.

(b) *Property Delivery.*

(1) *Delivery.* Landlord shall deliver possession of the Premises to Tenant (A) in a “turnkey” condition, (B) with a Certificate of Occupancy, Department of Health approval, and such other permits/licenses/approvals as are necessary or appropriate to allow Tenant to use the Premises for the Permitted Use and begin the clock on the SPCSA’s thirty (30)-day deadline (see Section 4(b)(2)); and (C) within two (2) days of substantial completion of the Landlord’s Work, but in no event later than July 1, 2023 (the “*Delivery Date*”). Notwithstanding the foregoing, Tenant may commence occupying the Premises, free of Base Rent, prior to the Delivery Date, for any reasonable purpose (e.g., the delivery and installation of Tenant’s furniture, fixtures, and equipment (“*FF&E*”), decoration, and erection of agreed-upon Tenant Alterations), provided that (i) this Lease has been fully executed by the Parties; (ii) Tenant has provided proof of insurance in accordance with this Lease; and (iii) Tenant does not unreasonably interfere with the Landlord’s Work or materially increase the cost thereof. If the Premises are only substantially completed on the Delivery Date, then Landlord shall cause final completion no later than by July 10, 2023.

(2) *Regulator Requirement.* Landlord is aware that Tenant’s regulator/authorizer—i.e., the State Public Charter School Authority (the “*SPCSA*”)—requires the Premises to have a Certificate of Occupancy at least thirty (30) days prior to Tenant opening its school to students.

5. *Rents.*

(a) *Base Rent.* During the Initial Term, commencing on the later of (i) August 1, 2023 or (ii) the Delivery Date (the resulting date, the “*Rent Commencement Date*”), Tenant shall pay to Landlord monthly base rent in the following amounts (the “*Base Rent*”):

	Lease Month(s) (from the Rent Commencement Date)	Monthly Base Rent Per Square Foot*	Monthly Base Rent (Total)
1.	1 – 12	\$1.14	\$36,480.00
2.	13 – 24	\$1.25	\$40,000.00
3.	25 – 36	\$1.40	\$44,800.00
4.	37 – 48	\$1.60	\$51,200.00
5.	49 – 60	\$1.664	\$53,248.00**
6.	61 – 72	\$1.773	\$55,377.92**
7.	73 – 84	\$1.800	\$57,593.04**
8.	85 - 96	\$1.872	\$59,896.76**
9.	97 – 108	\$1.947	\$62,292.63**
10.	109 - 120	\$2.025	\$64,784.34**

* This presupposes the square footage is 32,000 ft.²

** This constitutes a 4% year-on-year increase from the preceding year.

(b) *Option Term Increases.* If Tenant exercises an Extension Option, the monthly Base Rent for each year of the relevant Extension Term shall be four percent (4.0%) more than the monthly Base Rent payable at the end of the immediately preceding Lease Year.

(c) *Payment Terms.* Base Rent shall be paid in advance, on or before the first day of each calendar month. If any month is a partial month (e.g., at the beginning or end of the Term), Tenant shall pay a pro rata portion of Rent (corresponding to the number of days in that month during which the Lease is in effect). All Rent shall be paid to Landlord in immediately-available funds, in the lawful currency of the United States of America, to Landlord’s main offices located at the address set forth in Section 20(c) herein (or Landlord’s substituted address), by wire transfer, ACH payment, check, cashier’s check, money order, or any other method reasonably desired by Tenant and agreed to by Landlord in its reasonable discretion. If Landlord changes its wire transfer or ACH payment information during the Term, then that may not be accomplished by simple email/facsimile, and the Parties shall cause the oral confirmation of the banking details via a follow-up telephone call.

(d) *Additional Rent.*

(1) *Obligation.* This is a “triple net” (i.e., net-net-net) lease. The “Base Rent” and all other sums and charges provided herein shall be absolutely net to Landlord, and Tenant shall pay, as “Additional Rent,” all costs, charges, obligations, assessments, and expenses against or relating to the Premises or relating to the use, occupancy, or possession of the Premises, reasonably and actually incurred, to the extent which such costs or expenses are reasonably and customarily (in the Las Vegas/Henderson metropolitan area) included under that definition, including (for example) (i) janitorial services, (ii) utilities (including water, sewage, waste disposal, electricity/power, gas, and telephone/internet), (iii) property taxes (if any), (iv) assessments under any local improvement districts or the covenants, conditions, and restrictions (“CC&Rs”) of any association, (v) Landlord’s property insurance, and (vi) maintenance/repairs not covered by Landlord’s warranty hereunder (collectively, the “Operating Expenses”).

Operating Expenses do not include costs or expenses which are not reasonably and customarily (in the Las Vegas/Henderson metropolitan area) included under that definition, including (for example): (A) depreciation of the Project or equipment therein; (B) costs/expenses incurred in leasing the Property to Tenant, including the commissions of real estate brokers and leasing agents, marketing and advertising costs, and related legal fees; (C) debt service to Landlord's lender(s) (if any), including principal/interest on borrowed money or debt amortization, and/or under any refinancing or sale transaction; (D) costs of restoration to the extent of net insurance proceeds received by Landlord with respect thereto; (E) the original costs of constructing the Project or implementing Landlord's Work; (F) charitable or political contributions; (G) costs of defending Landlord's title to the Premises or the Project; (H) expenses incurred to ensure compliance with Laws, regardless of whether capital or ordinary; (I) Landlord damages or liabilities as a result of any breach by Landlord of this Lease or any other agreement; (J) costs for which Landlord is reimbursed (other than as Operating Expenses paid by Tenant), including as a result of any insurance or condemnation proceeds; (K) Landlord's general corporate overhead and general administrative expenses; and (L) costs associated with artwork for the Project.

Together, the Base Rent and Additional Rent constitute the "*Rent*."

(2) *Direct Billing.* Given Tenant's obligation hereunder, the Parties shall apply commercially reasonable efforts to ensure that all recurring Operating Expenses (e.g., utility bills) are directly billed to Tenant, in accounts in Tenant's name, instead of being paid by Landlord and reimbursed hereunder. For example, the Parties contemplate Tenant putting the electricity bill in its own name and paying that directly, without that having to be paid by Landlord as an Operating Expense and then charged to Tenant as Additional Rent under Section 5(d)(4).

(3) *Stand-Alone Parcel.* The Parties acknowledge and agree that the Premises do not form a part of a larger shopping center or similar area owned by Landlord, and thus (A) Tenant's "share" of the Operating Expenses is one hundred percent (100%); and (B) Landlord shall not include the cost of owning, maintaining, or leasing any other Property as part of the Operating Expenses.

(4) *Payments; Advances.* For Operating Expenses which are not paid by Tenant directly (pursuant to Section 5(d)(2)), Landlord may, in its reasonable discretion, either (i) pay Operating Expenses and invoice Tenant (in arrears) for the reimbursement of the same or (ii) estimate the Operating Expenses for the upcoming year, and no later than by June 1st of each year of the Term, notify Tenant of the estimated Additional Rent due and payable during the upcoming year, in twelve (12) equal monthly installments, due and payable on the same date when Base Rent is due. If Landlord opts for version (i), then Landlord shall invoice the Tenant on a monthly, quarterly, or semi-annually basis (as Landlord prefers), and Tenant shall pay the Landlord the invoiced amount within forty-five (45) days. If Landlord opts for version (ii), then (A) within ninety (90) days following the completion of each Lease Term year, Landlord shall furnish Tenant a statement of Operating Expenses for the preceding Fiscal Year; and (B) if the statement discloses that Tenant has overpaid or underpaid Additional Rent during the preceding period, then the relevant Party shall promptly (i.e., within forty-five (45) days of the Landlord's statement) pay/reimburse the other Party the amount of such under- or overpayment.

(5) *Audits.* Landlord shall keep and maintain complete, legible, and accurate records of the Operating Expenses during the Term. Tenant has the right, once per each six (6) months, to cause a certified public accounting firm of recognized local standing to audit and/or inspect Landlord's books and records; provided that (A) Tenant must provide Landlord with at least seven (7) days' prior written notice of such audit; (B) such audit and/or inspection must commence within thirty (30) days after Landlord makes such books and records available to Tenant's auditor and thereafter proceeds reasonably to a conclusion; (C) such audit and/or inspection shall occur during business hours, and (D) both Tenant and the accounting firm conducting the audit and/or inspection executes a confidentiality agreement for the benefit of Landlord, in a form reasonably required by Landlord. If an audit discloses that Tenant has overpaid or underpaid Additional Rent during a particular period, then the relevant Party shall promptly (i.e., within forty-five (45) days of the Tenant's audit report) pay/reimburse the other Party the amount of such under- or overpayment. If the audit discloses that Tenant's Additional Rent was overstated by five percent (5%) or more in excess of the amount actually owed, then, in addition to refunding to Tenant the amount of any such overpayment, Landlord also shall pay to Tenant the reasonable cost of Tenant's inspection or audit.

6. *Security Deposit.*

(a) *Depositing.* No later than by July 1, 2023, Tenant shall deliver to Landlord a security deposit in the amount of one (1) month's Base Rent (the "*Security Deposit*"). The Landlord shall place the Security Deposit in an interest-bearing account, and the interest shall automatically become a part of the Security Deposit. The Landlord may commingle the Security Deposit in its standard operating account, but shall immediately redeposit the same in a non-commingled, segregated account if (i) Landlord commits a breach of this Lease; or (ii) Landlord becomes insolvent or may be or actually is the subject of a Bankruptcy Proceeding.

(b) *Application.* Tenant shall not apply the Security Deposit to the payment of, or in lieu of, Rent. Following the expiration or termination of this Lease for any reason, the Landlord may claim, from the Security Deposit, such amounts due Landlord under this Lease, such as amounts covering any damages to the Premises incurred during the Term, to the extent permitted by Law. Within thirty (30) days of expiration or termination, Landlord shall remit the remaining balance of the Security Deposit to the Tenant, together with an accounting of the disposition of the Security Deposit.

(c) *Transfer.* If Landlord transfers its interest in the Premises during the Term, Landlord shall transfer and assign the Security Deposit to the transferee; and upon such transfer and assignment and the transferee's acknowledgement of responsibility to Tenant for the Security Deposit (which acknowledgement will be deemed to have been effected if the transferee assumes the obligations of the Landlord under this Lease, i.e., even without a specific mention of the Security Deposit), Landlord shall thereafter not have liability for the return of the Security Deposit.

7. *Usage.*

(a) *Permitted Use.* Tenant shall use and occupy the Premises for the primary purpose of operating a public charter school thereon plus (i) related, ancillary uses and (ii) the reasonable uses of its permitted assignees, sublessees, or licensees (collectively, the "*Permitted Use*"). Tenant shall, at all times during the Term of this Lease, maintain its charter school designation.

(b) *Compliance.* Tenant shall use the Premises in compliance with all applicable municipal, state, and federal laws, statutes, codes, rules, regulations, ordinances, requirements, and orders (collectively, “Laws”), now in force or which may hereafter be in force, pertaining to Tenant and/or Tenant’s use. Tenant shall not permit any materially objectionable or unpleasant odor, smoke, dust, gas, or vibration to emanate from or near the Premises if that would constitute a nuisance under the Law.

(c) *Hazardous Materials.* Tenant shall not keep on the Premises any hazardous item, substance, or material of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire, explosion, or damage to the Premises, or which is prohibited by environmental Laws (or subject to material monitoring, discharge, and clean-up provisions under Laws like the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 *et seq.*), excepting products which are reasonable and customary for a Property of this kind (e.g., cleaning products and pesticides in reasonable quantities).

8. *Representations and Warranties.* Each Party (the “*Representing Party*”) hereby represents, warrants, and covenants to the other Party as of the Effective Date as follows:

(a) *Legal Advice.* The Representing Party has received or had the full opportunity to receive independent legal advice from attorneys of its choice with respect to this Lease.

(b) *No Oral Representations.* Except as expressly stated herein, the Representing Party has not relied upon any oral statement or representation of the other Party in entering into this Lease.

(c) *Good Standing; Power and Authority.* The Representing Party is a legal entity duly incorporated/formed, validly existing, and in good standing under the laws of the State of Nevada, with requisite capacity, power and authority to enter into and carry out its obligations under this Lease.

(d) *Authorization; Enforceability.* The Representing Party has taken all necessary corporate/company action to authorize the execution, delivery and performance of this Lease and each and every agreement, document and instrument (if any) provided for herein. This Lease and the other documents contemplated hereby constitute valid and binding obligations of each Representing Party enforceable against such Representing Party in accordance with their respective terms (except as limited or varied by equitable principles or under Bankruptcy Proceeding Laws).

(e) *No Conflicts or Litigation.* The Representing Party’s execution, delivery, and performance of this Lease will not, with or without the giving of notice or the passage of time: (i) violate any material Law; nor (ii) conflict with or result in the breach or termination of, or constitute a default under or pursuant to, any judgment, order, injunction, decree or ruling of any court or governmental authority or conflict which the Representing Party has with a third party. There is no claim, litigation, proceeding or investigation pending or threatened by or against the Representing Party, and there is no basis for any such claim, litigation, proceeding or investigation, which might directly or indirectly adversely affect the Representing Party’s performance of this Lease.

(f) *Solvency.* The Representing Party is not currently insolvent, nor will become insolvent by virtue of this Lease, nor (in its reasonable discretion) anticipates becoming insolvent

during the Term. Immediately after entering into this Lease: (i) the Representing Party will be able to pay its liabilities as they become due in the usual course; and (ii) the Representing Party will not have unreasonably small capital with which to conduct its activities. The Representing Party has not filed or otherwise become the subject of, and does not (in its reasonable discretion) anticipate filing or otherwise becoming the subject of, any voluntary or involuntary petition in bankruptcy, receivership proceeding, assignment for the benefit of its creditors, or similar action or proceeding arising out of or relating to any local, state, or federal bankruptcy Laws (a “*Bankruptcy Proceeding*”).

(g) *CC&Rs*. Landlord represents and warrants that there are no CC&Rs governing or encompassing this Property.

9. *Maintenance/Repairs; Alterations*. Subject to Section 4 (Landlord’s Work) and Section 11 (Damage; Condemnation):

(a) *Landlord’s Maintenance/Repairs*.

(1) Landlord shall maintain and repair each building’s roof (and roof membrane), foundation, outer walls, and structural/load-bearing walls (interior and exterior, and including retaining walls), and other structural components, HVAC system, and parking lot, keeping the same in good order, condition and repair. All such non-warranty maintenance/repair costs, charges and expenses undertaken by Landlord hereunder are Operating Expenses hereunder.

(2) Landlord may, during the progress of its work on the Property, keep and store upon the Property all necessary materials, tools and equipment and may erect scaffolding or other similar structures, all to the extent reasonably necessary and in areas which will not pose a health/safety risk to Tenant’s staff or students or unreasonably interfere in school activities. Tenant shall not be responsible for any damage or theft to Landlord’s (or its contractor’s) property or equipment.

(3) Except in the event of an emergency, Landlord shall give Tenant written notice of Landlord’s intention to undertake work hereunder at least ten (10) Business Days prior to undertaking the same. Landlord shall, in connection with the performance of such work (or any other permitted entry), (i) comply with all of Tenant’s reasonable rules and regulations; and (ii) cause as little inconvenience, disturbance or other damage or loss to Tenant as is reasonably possible under the circumstances, by scheduling work during non-school business hours (e.g., after the end of the school day, on weekends, and over holidays, particularly during winter, spring, and summer holidays). Tenant will provide Landlord with a copy of its school calendar promptly upon the annual approval of the same by its Board of Directors.

In this Lease, a “*Business Day*” means all calendar days except Saturdays, Sundays and holidays on which retail/commercial banks in Las Vegas, Nevada are permitted to be closed.

(b) *Tenant’s Maintenance/Repairs*.

(1) Tenant shall maintain and repair all other interior and exterior elements of the Property not referenced in Section 9(a) hereof, including utility components and systems, keeping the same in good order, condition and repair. 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.

(2) Tenant shall (i) not commit or allow any waste to be committed on the Property; (ii) maintain the Property in sound condition; and (iii) at the termination of this Lease, deliver the Premises to Landlord in as good condition as on the Delivery Date, excepting (A) ordinary wear and tear, (B) damage caused by condemnation or casualty not caused by Tenant, and (C) damage caused by Landlord.

(c) *Alterations.* Tenant shall not make, or permit to be made, any material alteration, addition, or improvement (an “*Alteration*”) to the Premises or any part thereof without the prior written consent of Landlord, not to be unreasonably delayed or withheld. An *Alteration* is “material” if it would cost in excess of \$5,000 to either install or remove the modification, or will adversely affect any of the items/elements which Landlord is responsible for maintaining/repairing under Section 9(a).

(d) *Signage.* Notwithstanding Section 9(c), Tenant may freely install and affix appropriate identification signs on the exterior of the Premises in accordance with the requirements of appropriate governmental authorities and applicable Law, at Tenant’s sole cost and expense. Upon termination of the Lease, Tenant may remove such signage from the Premises, provided Tenant repairs any damage that may have been occasioned to the Premises by the signage.

(e) *Premises Security.* Notwithstanding Section 9(c), Tenant may freely install perimeter fencing and security systems at the Property at Tenant’s sole cost and expense.

(f) *Work Quality & Conditions.* All work on the Property conducted under Section 4 hereof (Landlord’s Work) or this Section 9 (Maintenance/Repairs; Alterations) shall be undertaken and completed: (i) with reasonable due diligence and in a workmanlike manner; (ii) in accordance with all approved plans and specifications; (iii) in compliance with all applicable Laws; (iv) by Nevada-licensed and insured/bonded contractors and subcontractors chosen as a result of a bidding process reasonably calculated to result in customary, fair-market fees/charges; (v) by laborers legally entitled to work in the United State of America; and (vi) in a manner which keeps the Property free and clear of any mechanics’ liens, materialman’s liens, or other encumbrances resulting from any such construction (provided, however, that the relevant Party may contest the validity of any lien or claim, provided it causes a bond to be posted to release any such lien or encumbrance against the Property, and upon any final determination of the validity of any such lien or claim, the relevant Party shall immediately pay the judgment or decree so as to cause such lien to be released of record).

(g) *Notice of Non-Responsibility.* Tenant shall, upon Landlord’s request in writing, file a notice of non-responsibility in accordance with NRS Chapter 108 prior to undertaking any maintenance/repairs or Alterations hereunder.

(h) *Self-Help.* If a Party fails to make repairs, replacements, or maintenance work under this Lease with reasonable promptness or quality, the other Party may, at its option, without being obligated to do so, make such repairs, replacements, or work. Such “self-help” (i) shall not diminish or limit the curing Party’s rights and remedies with respect to the original failure; and (ii) shall be immediately (i.e., within ten (10) Business Days) reimbursed by the non-curing Party.

(i) *Trade Fixtures.* Trade fixtures, equipment and machinery which are supplied by Tenant and which are not necessary for the general operation of the Premises shall remain the

property of Tenant at the end of the Term and may be removed by Tenant at any time prior to or upon termination of the Lease. Otherwise, all fixtures and Alterations shall constitute part of the Property and become the property of the Landlord at the end of the Term.

10. *Insurance.*

(a) Tenant shall at all times during the Term maintain in effect a policy or policies of general commercial liability insurance (covering, for example, both bodily injury and property damage, including coverage for fire, explosion and water damage) with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) worker's compensation insurance and automobile insurance, in at least the scope and coverage required by applicable Law; and (iii) renter's insurance, in a commercially reasonable amount. Tenant's general commercial liability insurance shall (A) name Landlord as an "additional insured" and (B) be written as a primary policy (i.e., Landlord's policy shall be excess insurance only).

(b) Landlord shall at all times during the Term maintain in effect a policy or policies of property insurance, in an amount of not less than ninety percent (90%) of the Property's full replacement cost, providing protection against (among other things) any peril generally included within the classification Fire and Extended Coverage, Earthquake Insurance and Flood Insurance if Landlord deems such insurance to be necessary or desirable), together with insurance against sprinkler damage, vandalism and malicious mischief and such further insurance as Landlord deems necessary or desirable. The premiums for such insurance may be deemed an Operating Expense hereunder.

(c) Each Party shall provide the other Party with reasonable proof of insurance coverage on the Delivery Date and from time to time upon request. All insurance policies held by each Party hereunder shall be issued by one or more insurance companies authorized to do business in the State of Nevada for the issuance of such coverage, and be rated A:VII or better in Best's Key Rating Guide. All such policies shall include an endorsement waiving any right(s) of subrogation. Each Party's obligation to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by such Party, provided that the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance.

11. *Damage; Condemnation.*

(a) If all or any material portion of the Property is (i) damaged by fire or other perils or (ii) the subject of eminent domain or condemnation proceedings, in either case not materially caused by the negligence or misconduct of either Party, then:

(1) if the event is covered by insurance (disregarding any deductible obligation) or subject to reasonably adequate government compensation, the resulting loss or damage can be reasonably and sufficiently cured, and the cure can be achieved within ninety (90) days, then this Lease shall remain in full force and effect, Landlord shall effect the cure using all available insurance proceeds from the Parties' primary applicable policy, and Rent shall be abated during that cure period; or

(2) if the event is not covered by insurance or subject to reasonably adequate government compensation, the resulting loss or damage cannot be reasonably and sufficiently cured, or the cure cannot be achieved within ninety (90) days, then either Party may immediately terminate this Lease, and if neither Party terminates, the Parties shall negotiate promptly,

reasonably, and in good faith as to how to proceed, what abatement of Rents are appropriate, and so forth.

(b) If the casualty/damage is the product of a Party's negligence or misconduct, then (i) nothing herein shall diminish or limit the non-culpable Party's rights and remedies with respect to the negligence or misconduct; (ii) the culpable Party shall have no right to terminate the Lease; and (iii) if Tenant is the culpable Party, it shall have no right to an abatement of Rent.

12. *Landlord's Entry.* Except in the event of an emergency, Landlord's entry on the Premises shall comply with Section 9(a)(3). Landlord shall have the right to enter into and upon the Premises at reasonable times for the purpose of (i) inspecting the Premises for compliance with this Lease; (ii) undertaking maintenance or repair required in this Lease; (iii) showing the Premises to prospective lenders or purchasers; and (iv) in the last twelve (12) months of the Term, showing the Premises to prospective tenants.

13. *Property Taxes.*

(a) Subject to Section 13(b), Tenant shall pay all real estate taxes and municipal taxes, including all general and special assessments assessed against the Premises during the period of this Lease, prior to delinquency, as Additional Rent.

(b) Landlord and Tenant acknowledge that, pursuant to NRS 361.096(1), the Premises are eligible for exemption from property taxes as of the Effective Date, based upon the Permitted Use herein (i.e., lease of property to a public charter school). Tenant shall cooperate with, and employ its best efforts to assist Landlord with, the timely preparation and filing of a property tax exemption application, and the Landlord shall promptly finalize, sign, and file the same. The amount of payment required by Tenant pursuant to the agreement is reduced in an amount which is at least equal to the amount of tax that would have been imposed if the Premises were not exempt from taxation pursuant to subsection 1 of NRS 361.096.

14. *Default; Remedies.*

(a) *Default.* In the event of (i) a breach/default of this Lease by either Party (the "Defaulting Party"), (ii) any representation/warranty herein by the Defaulting Party being incorrect or materially misleading on the date when given, or (iii) the Defaulting Party becoming the subject of a Bankruptcy Proceeding (provided, however, that if it is involuntary, this Section 14(a) shall not lead to an Event of Default if such Proceeding is dismissed within ninety (90) days), then the other Party ("Non-Defaulting Party") may deliver written notice of that breach to the Defaulting Party. That shall commence a thirty (30) day period for the Defaulting Party to cure the breach (unless the breach is not reasonably possible of being cured, in which case no cure period shall apply) (and provided that with respect to any monetary payment due, the cure period shall be five (5) Business Days).

(b) *Remedies.* If the Defaulting Party does not cure the breach within the applicable period, then that shall constitute an "Event of Default" hereunder, and the Non-Defaulting Party shall be entitled to any and all remedies hereunder, at law and/or in equity, on a cumulative basis, including, with respect to an Event of Default by Tenant, Landlord's discretion to (for example) terminate the Lease and relet the Premises, continue the Lease and sue Tenant for unpaid Rents, and so forth.

15. *Termination.*

(a) *Termination.* This Lease shall terminate upon the occurrence of any one of the following events:

(1) The Parties may terminate this Lease by mutual agreement, effective as of the jointly-agreed date.

(2) Either Party may terminate this Lease by giving the other Party written notice of its intention to terminate, effective at the time specified in such notice, upon the occurrence by the other Party of an Event of Default.

(3) Either Party may terminate in accordance with Section 11(a)(2).

(b) *Surrender.* Upon the expiration or termination of the Term, Tenant shall surrender the Property in materially the same state and condition as it was in as of the Delivery Date, in broom-clean condition, reasonable wear and tear excepted. Prior to surrender, Tenant shall remove all of Tenant's property from the Premises. Any Tenant property not so removed as required herein shall be deemed abandoned and may be stored, removed, and/or disposed of by Landlord. If Tenant fails to surrender the Premises when required, the Base Rent shall be increased to 125% of the Base Rent applicable immediately preceding the expiration or termination of the Term; provided, however, nothing contained herein shall be construed as consent by Landlord to such holding over.

16. *Indemnification.*

(a) *Obligation; Procedure.* Each Party (herein, the "*Indemnifying Party*") agrees to indemnify, defend, and hold harmless the other Party, its affiliates, and its and their members, managers, shareholders, officers, directors, partners, employees, agents, vendors, contractors, patients, guests, invitees, and licensees (collectively, the "*Indemnified Parties*") against and from any and all claims, liabilities, damages, losses, judgments, costs, demands, suits, causes of action, and expenses (including, without limitation, reasonable attorneys' fees) arising from or relating to:

(1) the Indemnifying Party's negligence, gross negligence, fraud, malpractice, or willful misconduct; and

(2) the Indemnifying Party's breach of this Lease;

including without limitation injury to persons and damage to property.

An Indemnified Party shall promptly notify the Indemnifying Party if any action or proceeding is brought against it for any matters subject to indemnification herein, or any other indemnified losses or harms are incurred, and the Indemnifying Party shall defend the same at its own cost and expense, by counsel reasonably satisfactory to the Indemnified Party. The obligations of each Party hereunder shall survive the expiration or termination of this Lease.

(b) *Insurance; Subrogation.* The foregoing indemnity shall not relieve any insurance carrier of its obligations under any policies procured by one or more Parties, to the extent that such policies cover the peril or occurrence that results in the indemnified claim. Each Party hereby waives any claim against the other for any loss or damage caused by or which results from perils or occurrences covered by property insurance, to the extent of the proceeds of such insurance actually received thereunder. The Parties shall notify their insurers of this provision to prevent the waiver of subrogation from invalidating their insurance coverages. (If they fail to do so, and such coverages would be invalidated, this waiver shall cease to have validity and effect.)

17. *Assignment; Subletting.*

(a) *By Tenant.* Tenant shall not assign, sublease, mortgage, pledge, hypothecate or encumber this Lease or Tenant's interest hereunder without the prior written consent of Landlord (not to be unreasonably delayed or withheld). Landlord agrees it will not withhold its consent to Tenant's request to assign this Lease or sublease a portion of the Premises to any other Nevada-authorized charter school. Tenant may license a portion of the Premises to a third party (e.g., authorizing a before- and after-school care provider to occupy a room) without Landlord's prior, written consent.

(b) *By Landlord.* Landlord may freely assign, sublease, mortgage, pledge, hypothecate or encumber this Lease or Landlord's interest hereunder without the prior written consent of Tenant, provided the assignee, sublessee, or other third party agrees to the non-disturbance of this Lease and attorns to the terms and conditions hereof, including Exhibit D (Purchase Option).

18. *Estoppel Certificate; SNDA.* Upon Landlord's written request, Tenant shall deliver to the Landlord a reasonable and customary (i) estoppel certificate, certifying as to whether this Lease is (or is not) valid and in full force and effect and whether Tenant and (to its knowledge) Landlord is (or is not) in breach of this Lease; and (ii) Subordination, Non-Disturbance, and Attornment Agreement, or SNDA, for the benefit of Landlord's mortgage lender from time to time.

19. *Charter School-Specific Provisions.*

(a) *Non-Obligees.* All Tenant obligations are not the obligations, directly or indirectly, in whole or in part, of the State of Nevada, SPCSA, or State Department of Education.

(b) *Non-Discrimination.* Landlord will not discriminate against any person on the basis of race, color, religion, national origin, sex, marital status, disability, or other classification protected by Law.

(c) *Non-Corruption.* Landlord represents and warrants that it has not, and covenants that it shall not, offer, gift, or transfer, whether directly or indirectly, a gift, commission, or other benefit to any Tenant director, officer, or employee, now or in the future.

(d) *Statutory Application.* Nothing herein constitutes a waiver of the protections and immunities in NRS Chapter 41 or similar state and federal laws.

20. *Miscellaneous.*

(a) *Laws; Venue; Jury Waiver.* All disputes and controversies between the Parties arising out of or relating to this Lease, in contract, tort, equity, or otherwise, shall be (i) governed by and construed in accordance with the laws of the State of Nevada, applicable to contracts executed in and to be performed entirely within the State of Nevada, without regard to conflicts-of-law principles; and (ii) subject to the exclusive jurisdiction of any state or federal court in Las Vegas, Clark County, State of Nevada. Each Party hereby irrevocably and unconditionally agrees not to commence any action or proceeding except in such courts.

(b) *Attorney Fees.* The parties agree to bear their respective attorney fees and costs incurred in connection with their negotiation and entry into this Lease. In any action or proceeding relating to this Lease, the prevailing party (on the main issue(s)) shall recover as

(g) *Modifications; Waivers.* No supplement, modification or amendment of this Lease shall be binding unless executed in writing by all of the Parties. The rights and remedies of the Parties are cumulative and not alternative, except as otherwise expressly provided for herein. To the maximum extent permitted by applicable law: (i) no waiver shall apply unless executed in writing by the other Party or Parties, and any waiver that may be given by a Party will only be applicable to the specific instance for which it is given; (ii) neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Lease will operate as a waiver of such right, power, or privilege; and (iii) no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

(h) *Successors and Assigns.* This Lease shall inure to the benefit of and be binding upon the Parties and their respective permitted heirs, successors and assigns.

(i) *Third Parties.* Except as expressly set forth herein, (i) nothing in this Lease shall be construed to give any Person other than the Parties any legal or equitable right, remedy, or claim under or with respect to this Lease or any provision of this Lease, and (ii) this Lease is for the sole and exclusive benefit of the Parties (and their permitted successors and assigns).

(j) *Severability.* If any term, provision, covenant or condition of this Lease, or any application hereof should be held by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, then all terms, provisions, covenants or conditions, and all applications thereof, not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby, provided that the invalidity, voidness or unenforceability of such term, provision, covenant or condition (after giving effect to the next sentence) does not materially impair the ability of the Parties to consummate the transaction contemplated hereby. In lieu of such invalid, void or unenforceable term, provision, covenant or condition there shall be added to the Lease a term, provision, covenant or condition that is valid, not void, and enforceable and is as similar to such invalid, void, or unenforceable term, provision, covenant or condition as may be possible.

(k) *Survival.* Any provisions in this Lease (i) which expressly survive termination or expiration shall survive for the period of time indicated, or (ii) which should, by the nature of their terms, reasonably survive termination or expiration, shall survive for a reasonable period of time.

(l) *Brokers.* Each Party represents and warrants to the other that it has only dealt with their mutual real estate broker in the negotiation or execution of this Lease, the Douglass-Elliman Hiltz Group of Mother Goose LLC (Michael Hiltz, broker/salesman), whose commission/fee shall be paid by Landlord pursuant to a separate agreement among those two parties. Each Party agrees to indemnify, defend, and hold harmless the other's Indemnified Parties from any claim or claims, and costs and expenses, including reasonable attorneys' fees, incurred by the latter in conjunction with a claim from any broker or brokers to a commission in connection with this Lease as a result of the indemnifying Party's actions.

(m) *Time.* Time is of the essence of this Lease.

(n) *No Personal Liability.* No member, manager, shareholder, officer, director, partner, employee, or agent of a Party shall have any direct or indirect personal liability with

respect to this Lease, nor shall the property of the same be subject to attachment or levy, for any actions or omissions taken on behalf of the Party.

(o) *Force Majeure.* Whenever a day is appointed herein on which, or a period of time is appointed in which, a Party is required to do or complete an act, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such Party is prevented from, or is reasonably interfered with, the doing or completion of such act, matter or thing because of civil commotion, war, warlike operation, sabotage, governmental regulations or control, significant labor disputes, fire or other casualty, inability to obtain any materials, or to obtain fuel or energy, weather or other acts of God, epidemic, pandemic, or quarantine order, or other causes reasonably beyond such Party's reasonable control.

(p) *Captions; Construction.* The captions appearing at the commencement of the sections and subsections in this Lease are descriptive only and for convenience in reference and in no way whatsoever define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease. Personal pronouns shall be construed as though of the gender and number required by the context, and the singular shall include the plural and the plural the singular as may be required by the context. The terms and conditions of this Lease shall be construed as a whole according to its fair meaning, and not strictly for or against any Party. The Parties acknowledge that each of them has reviewed this Lease. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Lease.

(q) *Counterparts.* This Lease may be executed in any number of counterparts, each of which constitutes an original, and all of which constitute one and the same Lease. The Parties may transmit executed counterparts by email, facsimile, or DocuSign-style software with the same force and effect as a hard-copy original.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date.

LANDLORD

TENANT

2141 Owens, LLC, a Nevada limited liability company

Battle Born Academy, Inc., a Nevada nonprofit corporation and operator of a public charter school

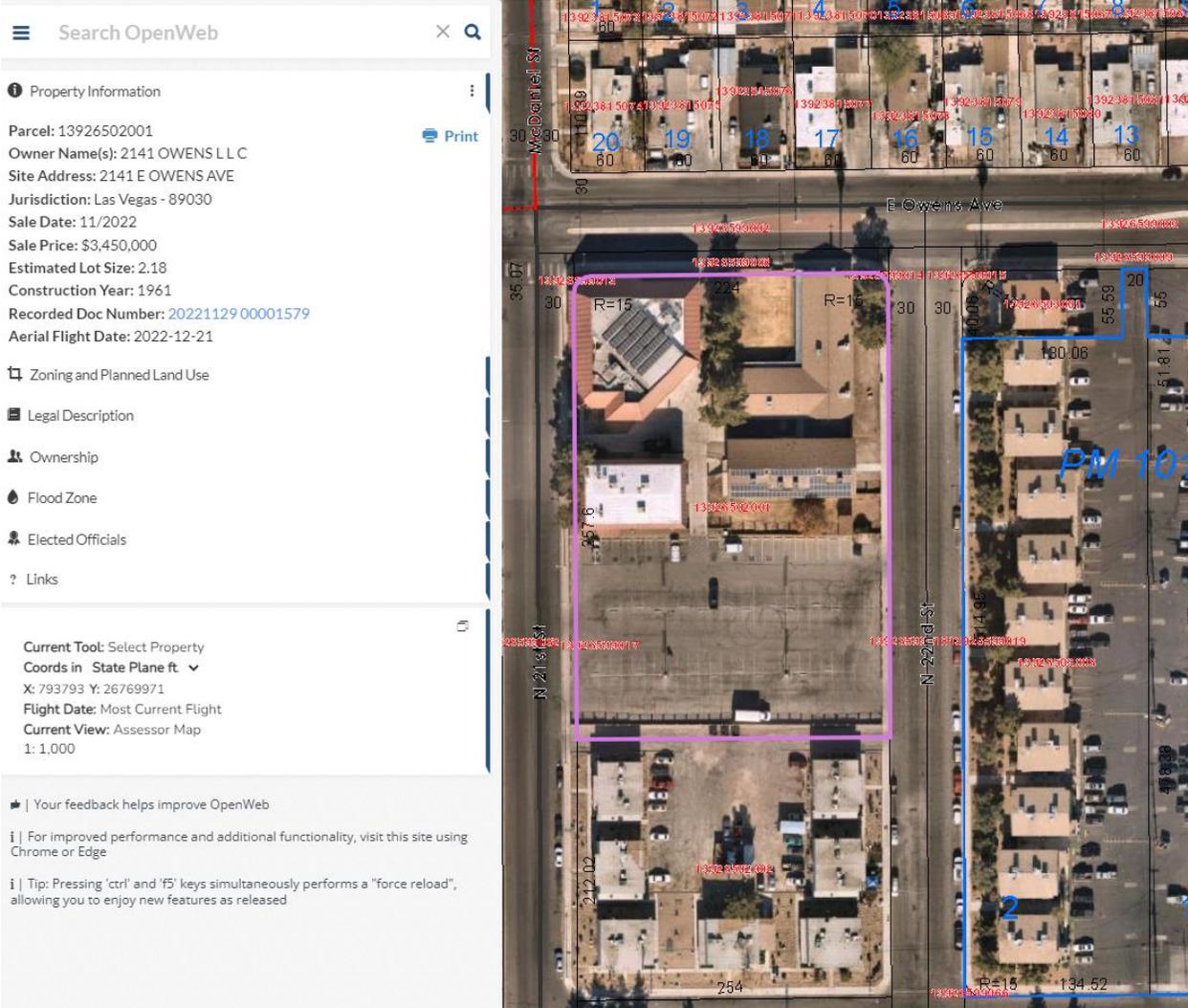
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit A
PROPERTY DESCRIPTION

(See Sec. 1)

The Property is the parcel encircled in light purple below:



Source: Clark County Assessor's Website.

Exhibit B

SPECIFICATIONS FOR THE LANDLORD'S WORK

(See Sec. 4)

[•]

Exhibit C

LEASE CONTINGENCIES

(See Sec. 2(b))

As conditions precedent to this Lease entering into force and effect:

- (a) Tenant's independent Board of Directors shall approve the terms of this Lease.
- (b) Tenant's authorizer, the SPCSA, shall approve Tenant relocating to the Property, in the form of an amendment to Tenant's Charter Contract.
- (c) Landlord shall procure all local/municipal zoning permits, construction permits, waivers, and/or approvals, if needed or advisable, to construct and operate a Charter School at the Property with the enrollment targets desired by Tenant, all in accordance with applicable Law.

Regarding this condition (c):

- All costs relating to such procurement shall be borne solely by the Landlord and not constitute Operating Expenses.)
- Even following satisfaction of this condition, Landlord shall keep Tenant reasonably informed about the status of the procurement process, including immediate notice if any permit/approval may be substantially delayed.
- Landlord understands and agrees that because Tenant's revenues are a strict function of its enrollment, any limitation or reduction on Tenant's enrollment imposed by a governmental body (including the SPCSA) in a permit/approval may render it financially impractical or impossible for Tenant to continue with this Lease.

(End of Contingencies)

Exhibit D

PURCHASE OPTION

(See Sec. 3(d))

Landlord hereby grants Tenant an option to purchase the Property (the “*Purchase Option*”), upon and subject to the following terms and conditions:

(a) *Exercise.* To exercise the Purchase Option, Tenant shall give written notice to Landlord (an “*Exercise Notice*”) of Tenant’s election to purchase the Premises.

(b) *Purchase Price.* If Tenant delivers an Exercise Notice with a Closing Date scheduled in the fourth, fifth, or sixth year of the Lease Term, as measured from the Rent Commencement Date, the purchase price for the Property (the “*Purchase Price*”) shall be as follows:

Year 4	\$11,481,989
Year 5	\$11,941,268
Year 6	\$12,241,919

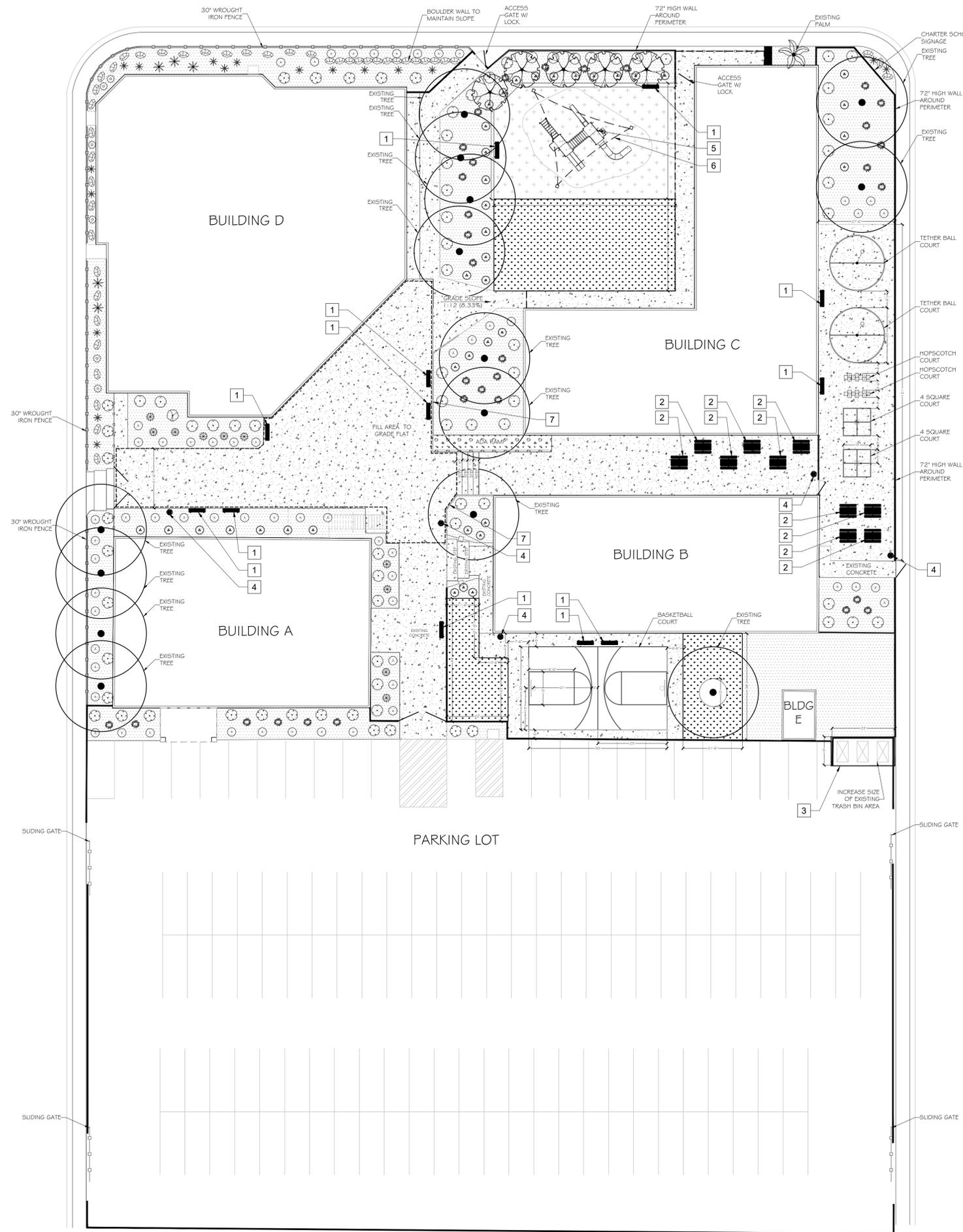
If Tenant delivers an Exercise Notice with a Closing Date scheduled in the second or third year of the Lease Term, as measured from the Rent Commencement Date, then the Purchase Price shall be the purchase price for Year 4 (i.e., \$11,481,989) plus the amount of the Base Monthly Rent corresponding to the period between the scheduled Closing Date and the last day of Year 3 (i.e., with pro-rated Base Rent added).

(c) *Agreement.* Either Party may deliver a reasonable and customary form of purchase and sale agreement to the other Party in the ten (10) days following the delivery of the Exercise Notice, substantially in accordance with the relevant commercial property purchase/sale form(s) used by the Las Vegas REALTORS® association (the “*PSA*”), in which event the Parties shall finalize, sign, and deliver the PSA to each other and follow the dictates thereof.

(d) *Closing.* The closing (the “*Closing*”) of the purchase and sale of the Premises shall occur by electronic communications, but if at a physical location, then at the offices of the relevant title/escrow company, on the date specified by Tenant in the Exercise Notice, but in no event later than forty-five (45) days following Tenant’s delivery of the Exercise Notice (the “*Closing Date*”). On the Closing Date, the Grant, Bargain Sale Deed and Declaration of Value, and all other documents and forms (e.g., a FIRPTA affidavit) reasonably and customarily requested by the title/escrow company in order for Tenant to receive an ALTA standard title insurance policy (with only those exceptions as were reasonably acceptable to Tenant), shall be in that company’s possession and duly recorded. All closing costs and pro-rations shall be handled in accordance with the above-referenced association’s forms (whether or not the PSA is entered into).

(e) *Lease.* During the period between the Exercise Notice and the Closing Date, this Lease shall remain in full force and effect in accordance with the terms and provisions thereof, and if the Closing shall not occur, the Parties shall return to performing under this Lease. Provided the transactions closes as contemplated herein, the Term shall end on the Closing Date, but all obligations and liabilities of the Parties which accrued on or prior to the Closing Date shall survive the Closing Date. If Tenant shall have given the Exercise Notice but for any reason

fails to fulfill its obligation to purchase the Premises (except for a default by Landlord), Tenant may not deliver another Exercise Notice within the next six (6) months.



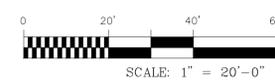
PLANT SCHEDULE 2 | 4 | E OWENS AVE

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT
	5	Acacia salicina	Willow Acacia	24"box
	1	Existing Mexican Fan Palm		Existing
	13	Existing Tree		Existing

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT
	39	Buxus microphylla 'Winter Gem'	Winter Gem Boxwood	5 gal
	10	Callistemon viminalis 'Little John'	Dwarf Weeping Bottlebrush	5 gal
	5	Dasylinon wheeleri	Desert Spoon	5 gal
	15	Hesperaloe parviflora	Red Yucca	5 gal
	62	Lantana species 'New Gold'	New Gold Lantana	5 gal
	25	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Green Cloud	5 gal
	32	Muhlenbergia capillans 'Regal Mist' TM	Muhly	5 gal
	6	Opuntia macrocentra	Purple Pnckly Pear Cactus	5 gal
	1	Tecoma stans	Yellow Bells	5 gal
	50	Xylosma congestum	Shiny Xylosma	5 gal

NOTES

- 1/4" Vista Gold (80 tons) (2" Min Depth) 14,500 sf
- Gray Concrete (By Developer)
- Artificial Turf w/ Composite Edging 120 Lf Brand: Easy Turf Product: Simply Tall Natural 3640 sf
- Decorative Boulders (1/3" Buned) 41 ea
- 1** Global Industrial 6' Bench Color: Green Mount: Above Ground Pattern: Diamond 10 ea
- 2** Global Industrial Picnic Table Color: Green Mount: Above Ground Pattern: Diamond 10 ea
- 3** 23' x 10' Alumawood Shade Structure Cover: Solid Color: Driftwood 230 sf
- 4** Wabash 32 gal. Trash Can Color: Green 5 ea
- 5** Playground Structure Fall Surfacing 1 ea 2700 sf
- 6** Shade Sail 1 ea
- 7** Block Retaining Wall 100 lf



SCALE: 1" = 20'-0"



Alpha
Landscapes, LLC
4500 W PATRICK LANE
LAS VEGAS, NV 89118
PH: (702) 214-8000 • FAX: (702) 214-8001
Copyright 2013, A.L.S. www.alphalandscapes.com

REVISIONS:

PROJECT: **LANDSCAPE PLAN**

CLIENT: **CHARTER SCHOOL
2141 E OWENS AVE
LAS VEGAS, NV 89030**

SHEET TITLE: _____

PROJECT NO.: _____

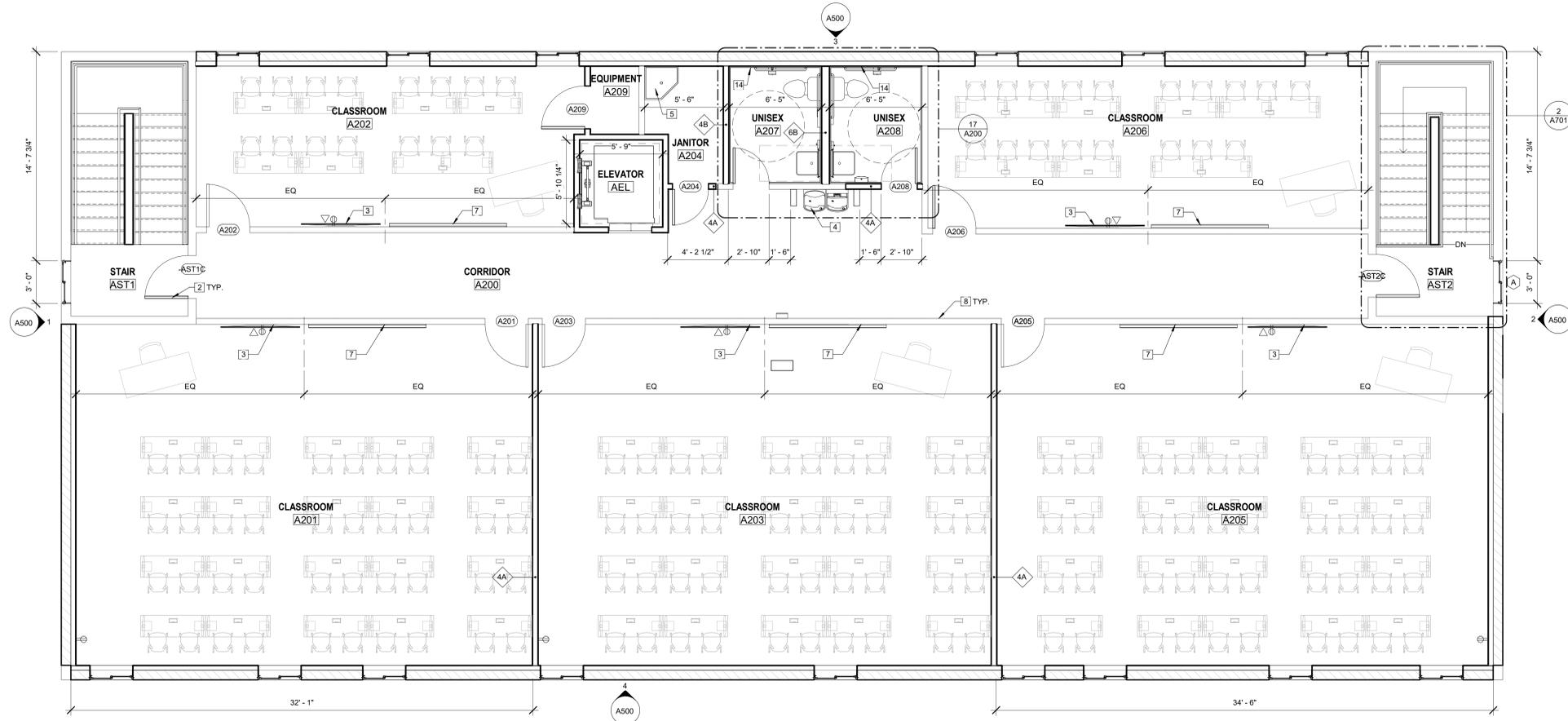
DRAWN BY: JP

CHECKED BY: SAH, TREVOR, LOUIE

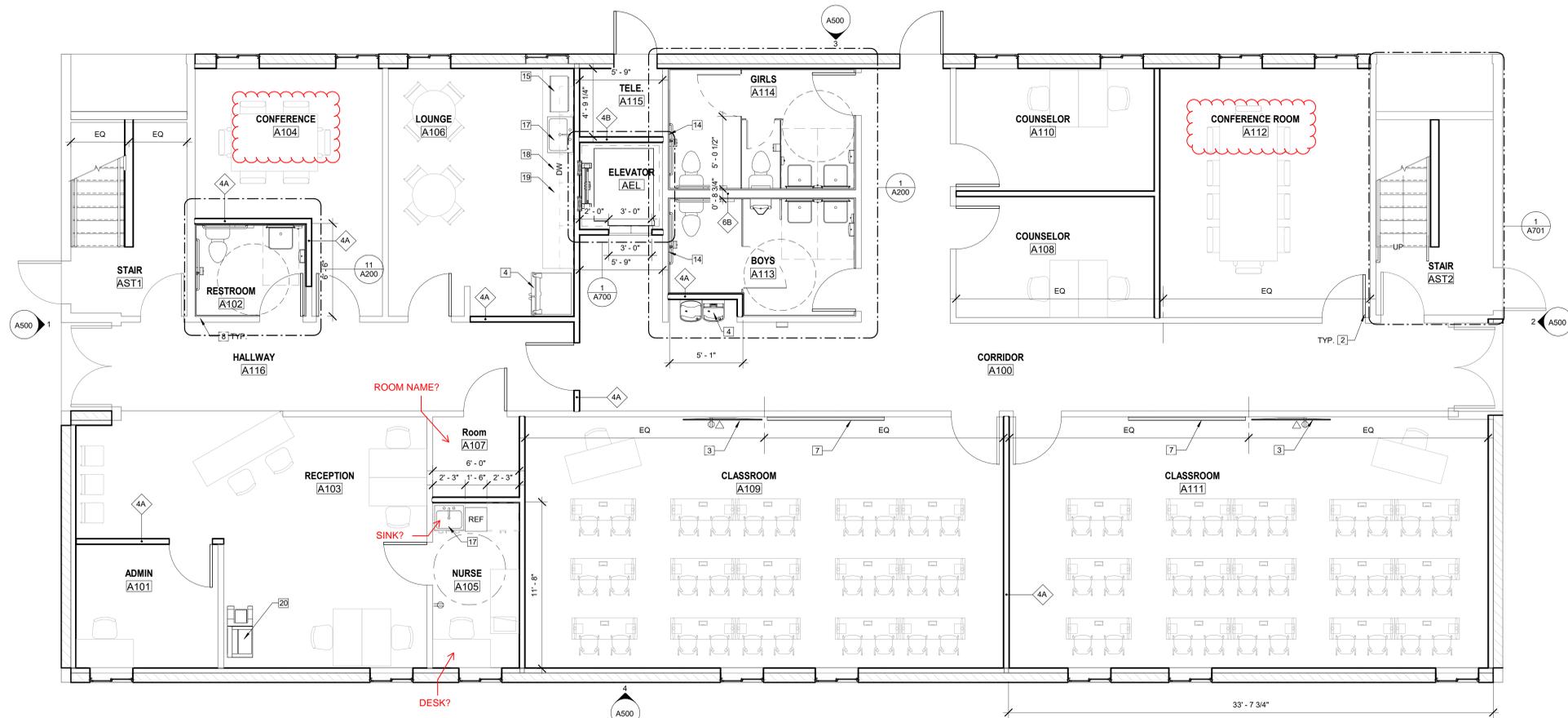
DATE: 10-18-2022

L1.01

SHEET OF SHEETS



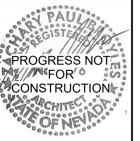
2 LEVEL 2 - FLOOR PLAN
1/4" = 1'-0"



1 LEVEL 1 - FLOOR PLAN
1/4" = 1'-0"

GENERAL NOTES

- A TAPE AND SAND GYPSUM BOARD ON ALL WALLS UNLESS NOTED OTHERWISE.
- B COORDINATE AND VERIFY LOCATIONS OF ALL ELECTRICAL CONDUITS AND CIRCUITS WITH ELECTRICAL DRAWINGS.
- C COORDINATE AND VERIFY LOCATIONS OF ALL WATER AND SEWER LINES CONNECTIONS WITH PLUMBING DRAWINGS AND EXISTING CONDITIONS.
- D ALL DOORS IN MEANS OF EGRESS SHALL BE OPERABLE FROM THE INSIDE WITHOUT USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.
- E ALL DIMENSIONS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE.
- F REFER TO ACCESSIBILITY DETAILS ON SHEET G100 FOR REQUIRED CLEARANCES
- G REFER TO STRUCTURAL DRAWINGS FOR INFORMATION PERTAINING TO STRUCTURE
- H NEW WALLS ARE SHOWN IN A HEAVY LINE WEIGHT



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FLOOR PLANS
BATTLE BORN ACADEMY - COLLEGE PARK
BUILDING A REMODEL
21441 E OWENS AVE
LAS VEGAS, NV 89030

WALL TYPES LEGEND

- 4A SIZE REMARKS: NEW WALL; REFER TO WALL TYPES ON SHEET A150
- 1-HOUR RATED WALL
- 2-HOUR RATED WALL
- EXISTING TO REMAIN

KEY NOTES

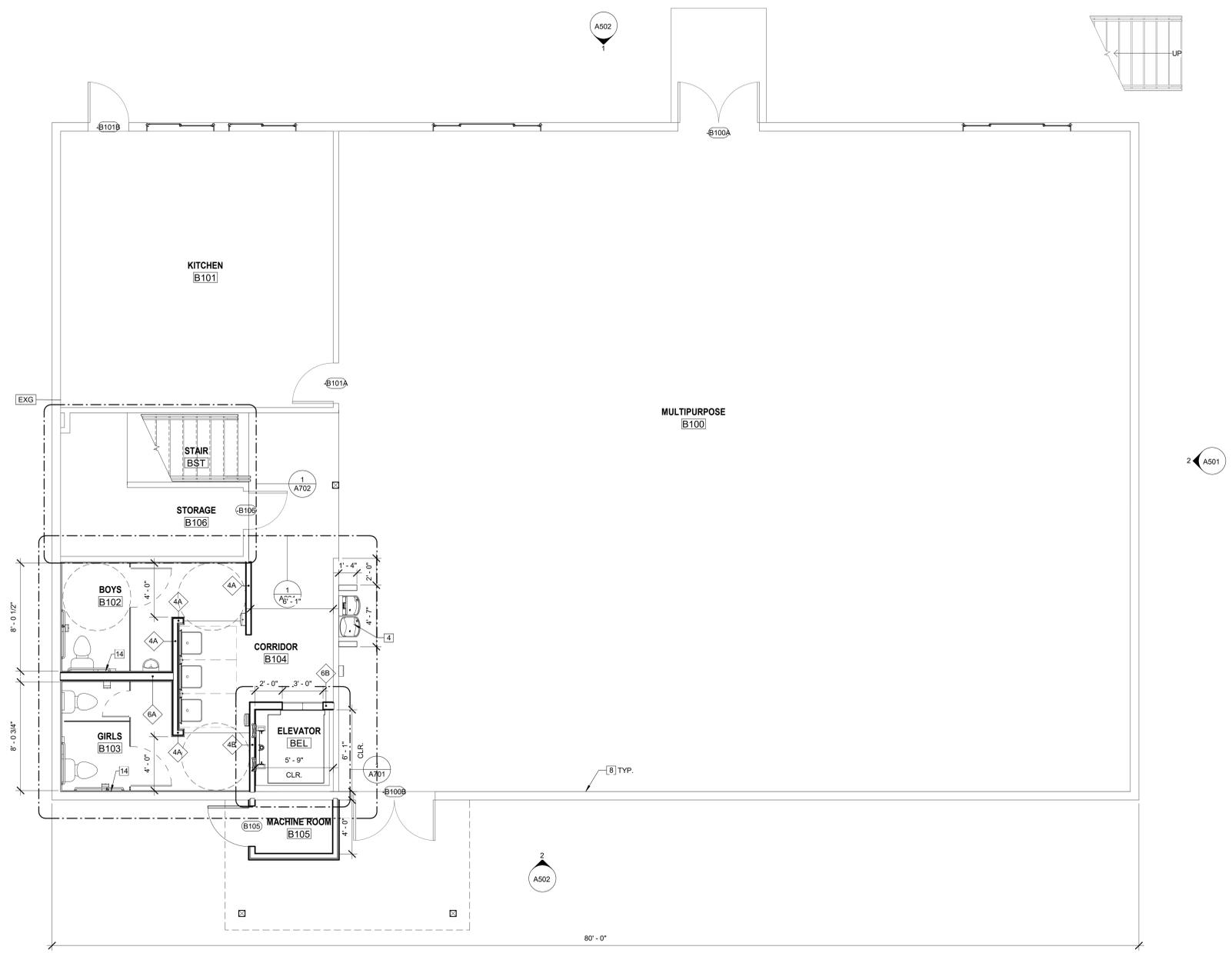
- 1 CABINETS AND FURNITURE TO BE PROVIDED BY OWNER; TYP.
- 2 NEW DOOR OR SALVAGE DOOR FOR REINSTALLATION; NEW HARDWARE; PATCH INTERIOR WALL
- 3 TV PROVIDE BY OWNER INSTALLED BY GC; GC TO PROVIDE BACKING; VERIFY INSTALLATION HEIGHT WITH OWNER.
- 4 DRINK FOUNTAIN SEE SHEET G101 FOR INSTALL HEIGHT
- 5 MOP SINK; SEE PLUMBING DRAWING
- 6 UTILITY SINK; SEE PLUMBING DRAWING
- 7 WHITEBOARD PROVIDE BY OWNER INSTALLED BY GC; GC TO PROVIDE BACKING; VERIFY INSTALLATION HEIGHT WITH OWNER.
- 8 PAINT ALL INTERIOR WALLS; SEE SHEET A152 FINISH SCHEDULE
- 9 WASHER AND DRYER PROVIDED BY OWNER
- 10 PREMANUFACTURED COMPLETE ADA COMPLIANT SHOWER STALL WITH GRAB BARS AND SEAT; PROVIDED BY GC.
- 11 ELECTRICAL GEAR; SEE ELECTRICAL DRAWINGS FOR MORE INFORMATION
- 12 ELECTRICAL PANELS; SEE ELECTRICAL DRAWINGS FOR MORE INFORMATION
- 13 EXTERIOR MAIN SERVICE PANEL; GC TO PROVIDE ELECTRICAL RUN FROM REMODEL AREA TO PANEL LOCATION; SEE ELECTRICAL DRAWINGS FOR MORE INFORMATION
- 14 GC TO PROVIDE WALL BACKING FOR ALL TALL CABINET AND RESTROOM ACCESSORIES.
- 15 COUNTERTOP; MICROWAVE PROVIDED BY OWNER; REFER TO ELECTRICAL DRAWINGS FOR POWER
- 16 REFRIGERATOR; WHIRLPOOL (WHITE) 20.5 CU. FT. MODEL: WRT311FZDW; ITEM TO BE PROVIDED BY OWNER; REFER TO ELECTRICAL DRAWINGS FOR POWER AND PLUMBING DRAWINGS FOR WATER.
- 17 UNDERCOUNTER MOUNT SINGLE SINK; MODEL KSN-2718 27"x18" WITH NEW LOWER CABINET TO BE PROVIDED BY GC; REFER TO PLUMBING DRAWINGS FOR MORE DETAILS.
- 18 ADA UNDERCOUNTER HEIGHT DISH WASHER PROVIDED BY OWNER; SEE ELECTRICAL AND PLUMBING DRAWINGS FOR MORE DETAILS
- 19 3CM THICK STONE COUNTERTOP WITH 4" HIGH BACKSPLASH AT LOUNGE; SEE FINISH LEGEND
- 20 COPY MACHINE PROVIDE BY OWNER

DATE	DESCRIPTION	REVISION NO.	DELT

Project Number 22505
Date 11/18/2022
Drawn By Author
Checked By Checker

A100

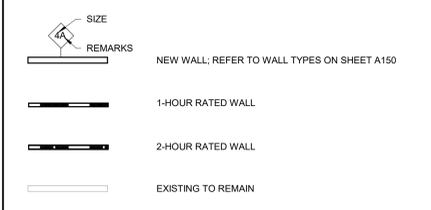
1 LEVEL 1 - FLOOR PLAN
1/4" = 1'-0"



GENERAL NOTES

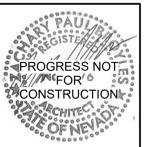
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WALL TYPES LEGEND



KEY NOTES

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- 15 COUNTERTOP MICROWAVE PROVIDED BY OWNER. REFER TO ELECTRICAL DRAWINGS FOR POWER
- 16 REFRIGERATOR: WHIRLPOOL (WHITE) 20.5 CU. FT. MODEL: WRT311FZDW. ITEM TO BE PROVIDED BY OWNER; REFER TO ELECTRICAL DRAWINGS FOR POWER AND PLUMBING DRAWINGS FOR WATER.
- 17 UNDERCOUNTER MOUNT SINGLE SINK; MODEL KSN-2718 27"x18" WITH NEW LOWER CABINET TO BE PROVIDED BY GC; REFER TO PLUMBING DRAWINGS FOR MORE DETAILS
- 18 ADA UNDERCOUNTER HEIGHT DISH WASHER PROVIDED BY OWNER; SEE ELECTRICAL AND PLUMBING DRAWINGS FOR MORE DETAILS
- 19 3CM THICK STONE COUNTERTOP WITH 4" HIGH BACKSPLASH AT LOUNGE. SEE FINISH LEGEND
- 20 COPY MACHINE PROVIDE BY OWNER



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DESIGN...SUSTAINABILITY...ARCHITECTURE

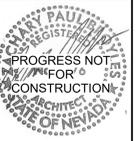
Gregory Paul
2144 E OWENS AVE
LAS VEGAS, NV 89030
Tel: 702.441.0026
Fax: 702.475.4755
www.izdesignstudio.com

FLOOR PLAN - LEVEL 1
BATTLE BORN ACADEMY - COLLEGE PARK
BUILDING B REMODEL

DATE	DESCRIPTION	REVISION NO.	DELETED NO.

Project Number 22505
Date 11/18/2022
Drawn By Author
Checked By Checker

A101



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GENERAL NOTES

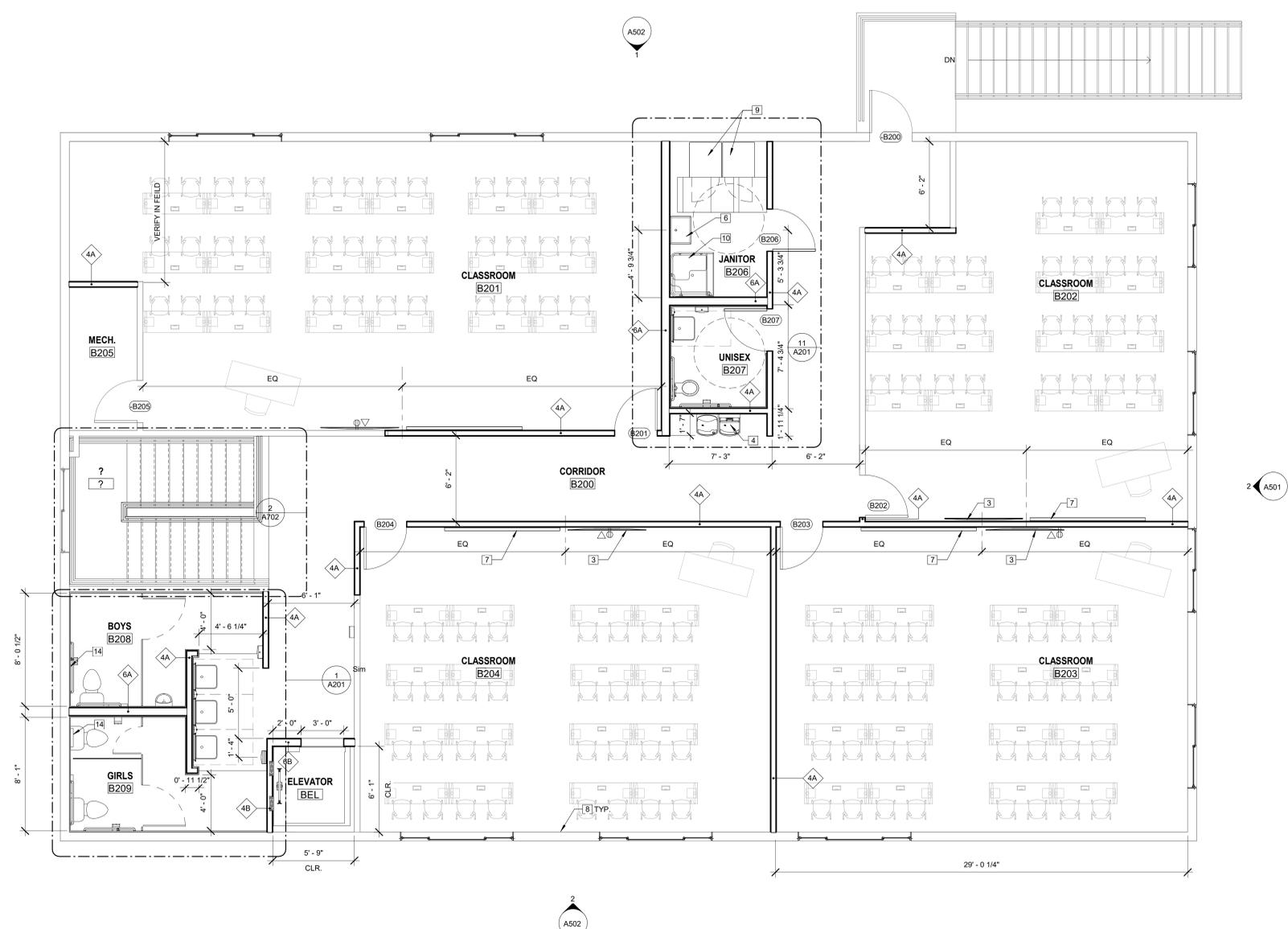
- A TAPE AND SAND GYPSUM BOARD ON ALL WALLS UNLESS NOTED OTHERWISE.
- B COORDINATE AND VERIFY LOCATIONS OF ALL ELECTRICAL CONDUITS AND CIRCUITS WITH ELECTRICAL DRAWINGS.
- C COORDINATE AND VERIFY LOCATIONS OF ALL WATER AND SEWER LINES CONNECTIONS WITH PLUMBING DRAWINGS AND EXISTING CONDITIONS.
- D ALL DOORS IN MEANS OF EGRESS SHALL BE OPERABLE FROM THE INSIDE WITHOUT USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.
- E ALL DIMENSIONS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE.
- F REFER TO ACCESSIBILITY DETAILS ON SHEET G100 FOR REQUIRED CLEARANCES
- G REFER TO STRUCTURAL DRAWINGS FOR INFORMATION PERTAINING TO STRUCTURE
- H NEW WALLS ARE SHOWN IN A HEAVY LINE WEIGHT

WALL TYPES LEGEND

- | | | |
|--|---------|---|
| | SIZE | |
| | REMARKS | NEW WALL; REFER TO WALL TYPES ON SHEET A150 |
| | | 1-HOUR RATED WALL |
| | | 2-HOUR RATED WALL |
| | | EXISTING TO REMAIN |

KEY NOTES

- 1 CABINETS AND FURNITURE TO BE PROVIDED BY OWNER; TYP.
- 2 NEW DOOR OR SALVAGE DOOR FOR REINSTALLATION; NEW HARDWARE; PATCH INTERIOR WALL
- 3 TV PROVIDE BY OWNER INSTALLED BY GC; GC TO PROVIDE BACKING; VERIFY INSTALLATION HEIGHT WITH OWNER
- 4 DRINK FOUNTAIN SEE SHEET G101 FOR INSTALL HEIGHT
- 5 MOP SINK; SEE PLUMBING DRAWING
- 6 UTILITY SINK; SEE PLUMBING DRAWING
- 7 WHITEBOARD PROVIDE BY OWNER INSTALLED BY GC; GC TO PROVIDE BACKING; VERIFY INSTALLATION HEIGHT WITH OWNER
- 8 PAINT ALL INTERIOR WALLS; SEE SHEET A152 FINISH SCHEDULE
- 9 PREMANUFACTURED COMPLETE ADA COMPLIANT SHOWER STALL WITH GRAB BARS AND SEAT; PROVIDED BY GC
- 10 ELECTRICAL GEAR; SEE ELECTRICAL DRAWINGS FOR MORE INFORMATION
- 11 ELECTRICAL PANELS; SEE ELECTRICAL DRAWINGS FOR MORE INFORMATION
- 12 EXTERIOR MAIN SERVICE PANEL; GC TO PROVIDE ELECTRICAL RUN FROM REMODEL AREA TO PANEL LOCATION; SEE ELECTRICAL DRAWINGS FOR MORE INFORMATION
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- 20 COPY MACHINE PROVIDE BY OWNER



1 LEVEL 2 - FLOOR PLAN
 1/4" = 1'-0"

FLOOR PLAN - LEVEL 2
 BATTLE BORN ACADEMY - COLLEGE PARK
 BUILDING B REMODEL
 2144 E OWENS AVE
 LAS VEGAS, NV 89030

DATE	DESCRIPTION	REVISION NO.	DELTANO.

Project Number 22505
 Date 11/18/2022
 Drawn By Author
 Checked By Checker

A102

FACILITY OWNER

Facility Owner: 2141 Owens, LLC

Facility Owner, Lead Developer: Michael Colvin

Facility Owner Address: 2141 E. Owens Ave. Las Vegas, NV 89030

Facility Owner Contact Information:

Mike Colvin

Mike@ColvinLV.com

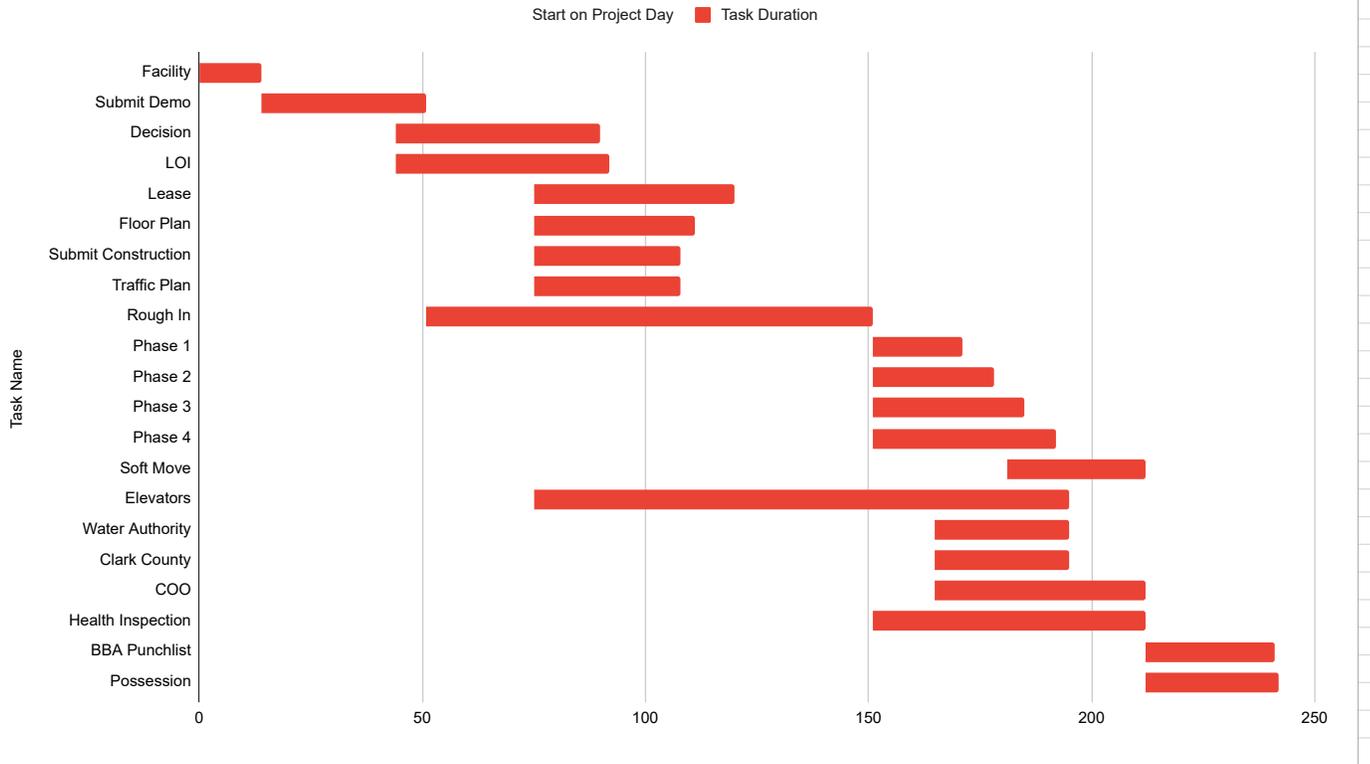
Disclosure

There is no known relationship the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school. There are no known conflicts of interest, real or perceived, with these or any other parties, including the members of the Battle Born Academy Board of Directors, in the planning or execution of this long-term lease at 2101 E. Owens Ave., nor in the possible long-term acquisition of the same property for purchase by Battle Born Academy.No real or perceived

Battle Born Academy - Construction Project Timeline

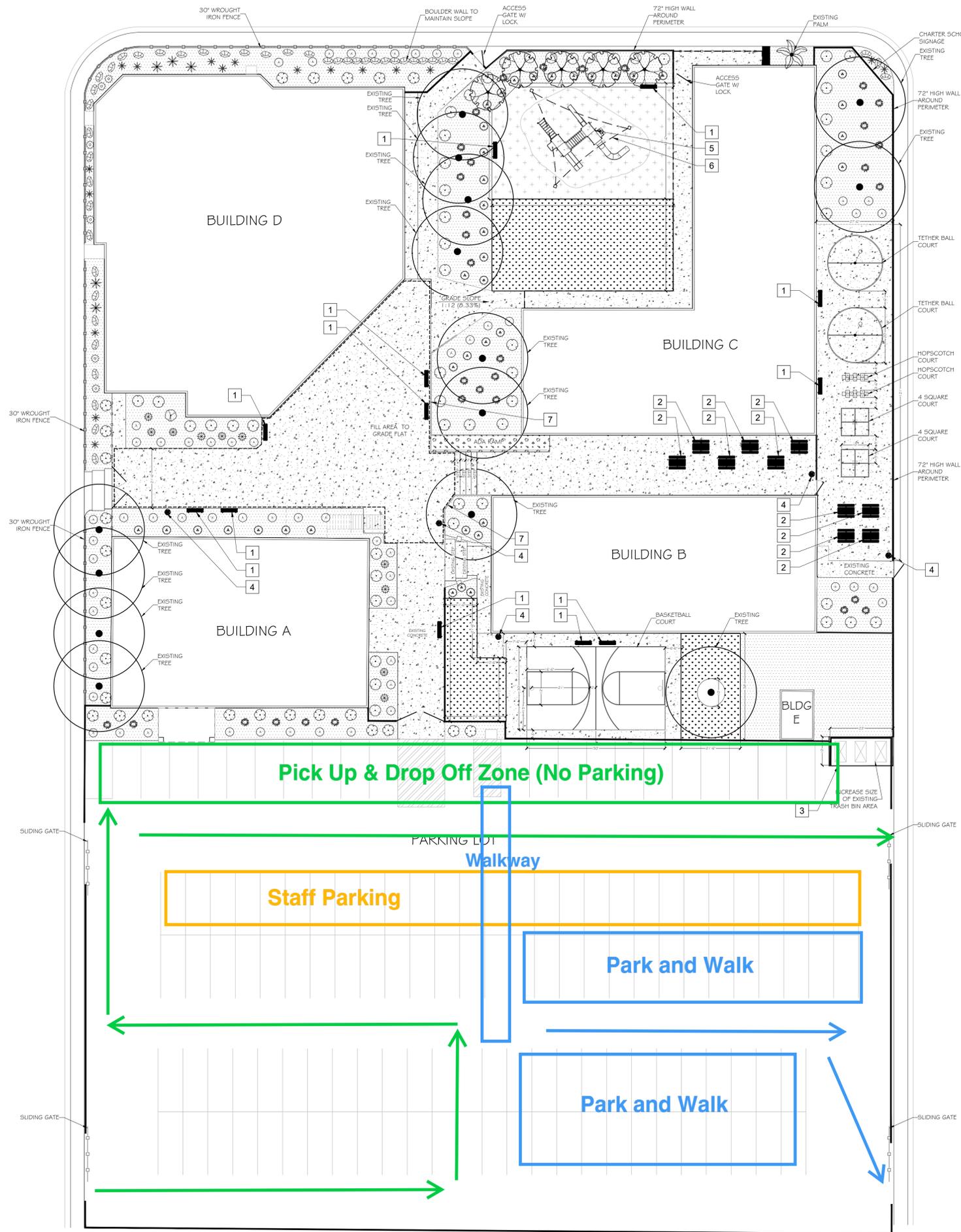
Critical Tasks and Phases						
Task	Critical Milestone	Start Date	End Date	Start on Project Day	Task Duration	Task Name
Landlord Aquisition of Facility	Facility Purchase	11/1/2022	11/15/2022	0	14	Facility
Submission of Demolition Permits	Receive Demo Permits	11/15/2022	12/22/2022	14	37	Submit Demo
Community & Stakeholder Involvement in Decision Making		12/15/2022	1/30/2023	44	46	Decision
Letter of Intent	Signed LOI	12/15/2022	2/1/2023	44	48	LOI
Lease Negotiations	Signed Lease	1/15/2023	3/1/2023	75	45	Lease
Floor Plan Mark Up and Specification		1/15/2023	2/20/2023	75	36	Floor Plan
Architectural Drawings	Submit Construction Permits	1/15/2023	2/17/2023	75	33	Submit Construction
Traffic and Engineering Plan	Approval of Traffic and Engineering	1/15/2023	2/17/2023	75	33	Traffic Plan
Rough-In Inspections - Water, City, County	Rough-In Code Approvals	12/22/2022	4/1/2023	51	100	Rough In
Phase 1 Construction - Building A, B walls and fixtures		4/1/2023	4/21/2023	151	20	Phase 1
Phase 2 Construction - Building C walls and fixtures		4/1/2023	4/28/2023	151	27	Phase 2
Phase 3 Construction - Building A, B completion +/- elevators		4/1/2023	5/5/2023	151	34	Phase 3
Phase 4 Construction - Building C completion		4/1/2023	5/12/2023	151	41	Phase 4
Soft Move-In - Furniture and Boxed Supplies		5/1/2023	6/1/2023	181	31	Soft Move
Elevator Ordering and Installation	Pass Elevator Inspection	1/15/2023	5/15/2023	75	120	Elevators
Water Authority - Final Inspection & Sign Off	Pass Water Authority Inspection	04/15/2023	5/15/2023	165	30	Water Authority
Clark County - Code Compliance, Traffic and Engineering - Final Inspection & Sign Off	Pass County Inspections	04/15/2023	5/15/2023	165	30	Clark County
Certificate of Occupancy Permitting submitted for each building seperately; can obtain TCO for each building before obtaining COO for entire property	COO	4/15/2023	6/1/2023	165	47	COO
Department of Health - Inspection & Certificate	Pass Health Inspection	4/1/2023	6/1/2023	151	61	Health Inspection
BBA Inspection - Punchlist items for landlord completion		6/1/2023	6/30/2023	212	29	BBA Punchlist
Possession - Completion COO, Punchlist, Health Inspection		6/1/2023	7/1/2023	212	30	Possession

BBA Facility Gaant Chart



Battle Born Academy - Construction Project Timeline

Critical Milestone Timeline		
Milestone	Goal Date	Date Accomplished
Facility Purchase	11/15/2022	11/15/2022
Receive Demo Permits	12/22/2022	12/22/2022
Signed LOI	2/1/2023	1/16/2023
Signed Lease	03/01/2023	
Receive Construction Permits	3/20/2023	
Approval of Traffic and Engineering Plan	3/20/2023	
Rough-In - Code Approvals	04/01/2023	
Pass Elevator Inspection	05/15/2023	
Pass Water Authority Inspection	05/15/2023	
Pass County Inspections	05/15/2023	
Pass Health Inspection	06/01/2023	
Recieve TCO - Building A	05/15/2023	
Recieve TCO - Building B	05/15/2023	
Recieve TCO - Building C	06/01/2023	
Recieve COO	06/01/2023	
BBA Punchlist Items Completed; Total Possession	07/01/2023	



PLANT SCHEDULE 2 | 4 | E OWENS AVE

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT
	5	Acacia salicina	Willow Acacia	24"box
	1	Existing Mexican Fan Palm		Existing
	13	Existing Tree		Existing

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT
	39	Buxus microphylla 'Winter Gem'	Winter Gem Boxwood	5 gal
	10	Callistemon viminalis 'Little John'	Dwarf Weeping Bottlebrush	5 gal
	5	Dasylinon wheeleri	Desert Spoon	5 gal
	15	Hesperaloe parviflora	Red Yucca	5 gal
	62	Lantana species 'New Gold'	New Gold Lantana	5 gal
	25	Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Green Cloud	5 gal
	32	Muhlenbergia capillans 'Regal Mist' TM	Muhly	5 gal
	6	Opuntia macrocentra	Purple Pnckly Pear Cactus	5 gal
	1	Tecoma stans	Yellow Bells	5 gal
	50	Xylosma congestum	Shiny Xylosma	5 gal

NOTES

- 1/4" Vista Gold (80 tons) (2" Min Depth) 14,500 sf
- Gray Concrete (By Developer)
- Artificial Turf w/ Composite Edging 120 Lf Brand: Easy Turf Product: Simply Tall Natural 3640 sf
- Decorative Boulders (1/3" Buned) 41 ea
- 1** Global Industrial 6' Bench Color: Green Mount: Above Ground Pattern: Diamond 10 ea
- 2** Global Industrial Picnic Table Color: Green Mount: Above Ground Pattern: Diamond 10 ea
- 3** 23' x 10' Alumawood Shade Structure Cover: Solid Color: Driftwood 230 sf
- 4** Wabash 32 gal. Trash Can Color: Green 5 ea
- 5** Playground Structure Fall Surfacing 1 ea 2700 sf
- 6** Shade Sail 1 ea
- 7** Block Retaining Wall 100 lf



REVISIONS:

NO.	DESCRIPTION

PROJECT: **LANDSCAPE PLAN**

CLIENT: **CHARTER SCHOOL
2141 E OWENS AVE
LAS VEGAS, NV 89030**

SHEET TITLE: _____

PROJECT NO.: _____

DRAWN BY: JP

CHECKED BY: SAH, TREVOR, LOUJE

DATE: 10-18-2022

L1.01

SHEET OF SHEETS

