

# STATE PUBLIC CHARTER SCHOOL AUTHORITY



## 2023 CHARTER SCHOOL REQUEST FOR AMENDMENT TO CHARTER CONTRACT APPLICATION

For Additional Instructions, please see the [Amendment Application Guidance Document](#)

For the: **Equipo Academy**

Date Submitted: April 18, 2023

Current Charter Contract Start Date: 7/1/2021

Charter Contract Expiration Date: 6/30/2027

Key Contact: Ben Salkowe

Key Contact title: Principal

Key Contact email and phone: [ben.salkowe@equipoacademy.org](mailto:ben.salkowe@equipoacademy.org) 702-907-0432

Date of School Board approval of this application: 4/3/2023

### Deadlines

|   | Spring Cycle             | Fall Cycle                 |
|---|--------------------------|----------------------------|
| Notice <sup>1</sup> of Intent to submit Request for Charter Amendment (RFA) | No Later Than: March 1   | No Later Than: September 1 |
| Request For Amendment (RFA)   | Due between April 1 – 15 | Due between October 1 – 15 |
| Board Meeting for Possible Action<br>(tentative and subject to change)      | June board meeting       | December board meeting     |

*RFA application processing includes an initial high-level completeness check followed by an ongoing completeness check as specific, relevant sections of the application are reviewed in detail.*

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<sup>1</sup> Notice or Letter of Intent

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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## **Introduction**

The SPCSA seeks to continuously improve its processes and the quality of its services. Over the past few years we have, for example, been able to significantly reduce the amount of paperwork involved in the processing of Request For Amendment (RFA) Applications (RFAAs), primarily by separating primarily instructional and guidance information to a separate Technical Guidance document.

The SPCSA have now add a new, brief, simple guidance section to this application. This next section is designed to provide guidance and processing steps to schools for applying for most frequently requested RFA applications.

If you're submitting RFAs in one of these areas, the following guidance may help you prepare and process your application faster

The first three and the fifth may be handled in the Consent Agenda section of the board meeting, also.

## **Most Frequent Request For Amendment Applications**

Here are the four most frequently Request For Amendment (RFA) application types submitted to the Authority for approval by the SPCSA board. If you are requesting one of these RFA types, then you may follow the below described abbreviated process.

- 1. Dual credit RFA applications**
- 2. Distant education RFA applications**
- 3. Enrollment additions or contractions and grade expansions or contractions**
- 4. Facilities acquisitions or leases**
- 5. Lotteries and lottery changes**

Below are the processing requirements of the RFA types above. Complete the following check marked items (☒) from the overall application requirements list below. You do not need to respond to the unchecked areas.

## Sections Required

The below focused requirements are only for schools seeking approval for the above RFA types. RFAs for Facility acquisitions or expansions have additional requirements described below:

- Executive Summary
- Meeting The Need
  - Expansions to new grade levels or new campuses must complete the Meeting the Need section.
  - Lottery RFAs must include Meeting the Need section for relevant sections.
  - Academic Plan (required if expanding to new grades that are currently not being offered)
- Financial Plan
  1. Not required for Dual Credit or Distance Education RFAs assuming fiscal cost impacts less than 5%.
  2. Enrollment RFAs: complete the tab labeled “General” in the “RFA Pro Forma” MS Excel file to show the planned fiscal impacts of the RFA.
  3. Facility RFAs: complete the appropriate tab under the “**Facilities**” section below including the “RFA Pro Forma” MS Excel file to show the planned fiscal impacts of the facility RFA.
- Operations Plan
- RFA Specific Sections (as applicable for your RFA, as opposed to General Sections). This includes completing the “**Facilities**” related RFA section below.

All other amendment types require applicants to complete each applicable section below. Should you have questions, please reach out to Mike Dang for further guidance.

## Section I: Standard RFA Requirements

### **A) EXECUTIVE SUMMARY**

Required for all submissions. 4 Pages or less per RFA, If your RFA submission includes more than one requested change, this must be listed in the Executive Summary. Should you have questions, please contact Mike Dang.

Provide a brief overview of your school, including:

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

**Equipo Academy is located at 4131 E Bonanza Rd, Las Vegas, NV 89110 with an audited enrollment of 797/756 students for the most recent ADE quarter.**

**Equipo Academy was the first charter school in the State Public Charter School Authority’s (SPCSA) portfolio to be founded by East Las Vegas students, families, and educators. The founding team in 2015 sought to establish a five-star college preparatory secondary school for their community. Today, Equipo Academy stands on a record of strong academic, financial, and organizational performance.**

**The Governing Body of Equipo Academy currently includes experienced educators and administrators, nonprofit leaders, law enforcement, and parent representatives. The leadership of Equipo Academy includes the Principal, three Deans (for faculty, families, and students), and three directors (for college access, DEI, and operations), as well as one chief of staff. For the 2023-2024 school year with this request to expand enrollment in existing grades, the Leadership Team would grow to include a Principal-in-Residence who would oversee a larger sixth grade program in a separate section of the campus.**

Statement and overview of the mission and vision

**The mission of Equipo Academy is to empower students to meet high expectations, excel to and through college, and become leaders and change makers for East Las Vegas.**

The founding team of teachers and families designed the school to offer an open pathway to and through college. This meant that unlike magnet schools or selective charter schools, Equipo would welcome students regardless of past academic, discipline, or attendance records and would hold the same high expectations for college preparatory coursework and college acceptance when they graduated.

While this means that absolute proficiency in early grades is often low, the strong supports and interventions offered at Equipo Academy along with the positive team and family environment ultimately lead to high growth over time and across subgroups and metrics. The above average growth of Equipo Academy middle school and emergent bilingual students led directly to the school's four- and five-star ratings, and the high rates of high school students' college and career readiness participation and completion demonstrate the cumulative effects of the school program over a student's secondary school career.

With this amendment application, the same team now seeks state approval to serve more students from our wait list and from the East Las Vegas community — offering more than 16% more students a pathway to and through the college of their dreams.

1.

2. Specific statement of the request

(Example:) “The Board of the above named charter school, operating under a current contract with a start date of July 1, 2021 and a six-year expiration date of June 30, 2027 requests that the SPCSA approve this request to amend its charter school contract with the SPCSA regarding the following (check all that apply):

- 1. Dual-Credit Programs
- 2. EMOs: Amend charter contract with an EMO or CMO
- 3. Enrollment: Expand enrollment in existing grades and facilities
- 4. Enrollment: Expand enrollment in new grade levels
- 5. Enrollment: Eliminate a grade level or other educational services
- 6. Facilities: Acquire or construct a new or additional facility that will not affect approved enrollment
- 7. Facilities: Occupy additional sites
- 8. Facilities: Relocate or consolidate campuses
- 9. Facilities: Occupy a temporary facility
- 10. Other (specify): \_\_\_\_\_

(See full list above of RFA amendment types)

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

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

**Equipo Academy is seeking this change as a college-prep school hoping to offer more students the opportunity to attend our college-prep, public secondary school in East Las Vegas.**

4. Description of proposed target model and target communities

**Equipo Academy's college-preparatory instructional program is open to all students willing and committed to the work. There are no prerequisites for attendance, behavior, or GPA and students are welcomed regardless of special needs or English language proficiency. The school's primary target community is students and families in East Las Vegas centered in the 89110 zip code with an emphasis on college access for all.**

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

**Equipo Academy continues to strive for and achieve 100 percent acceptance rate for all graduating seniors**

at four-year colleges and universities. This amendment would allow more students to join this pathway and ultimately earn college acceptance.

6. Key components of your educational model for the expanded school  
**This amendment does not include any proposal to change the school’s educational model.**
7. 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.  
**Equipo Academy will continue to follow all established, effective practices with regards to restorative justice and its original charter application. This amendment would have no impact on these policies or procedures.**
8. 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.  
**Equipo Academy will continue to follow all established, effective practices with regards to recruitment, enrollment, and instruction. Additional admitted students are from existing waitlists. This amendment would have no impact on these policies or practices.**
9. The values, approach, and leadership accomplishments of your school or network leader and leadership team  
**The Equipo Academy team has delivered on its promise to five graduating classes now each with 100 percent college acceptance rate. Along the way, we have distinguished ourselves as one of the safest schools in our community (NV-SCSEL), the first five-star open-enrollment campus in East Las Vegas (NSPF), and a nationally recognized Top 10 Best School in Nevada designation (US News & World Report).**
10. Key supporters, partners, or resources that will contribute to your expanded school’s success.  
**Equipo Academy will continue to maintain its established partnerships. This amendment would have no impact on these relationships.**

## *NOTES*

1. **For all remaining General Requirements Sections:** Complete and submit all RFAs by answering remaining General Requirements Section questions.
2. **Indicate “No change” for any below requested response that has not changed from your charter school contract.**
3. **Indicate “N/A” for any below requested response in this General Requirements Section that is not applicable to your request. Applicants do not need to respond “N/A” to any Specific Requirements RFA section for which they are not applying.**
4. *If your school is seeking an amendment outside of the Fall or Spring Amendment Cycle, please include at the front of the application:*
  - a. *Letter from the Board chair requesting Good Cause Exemption;*
  - b. *Agenda for the Board Meeting where Board voted to request the Good Cause Exemption; and*
  - c. *The draft or approved minutes for the Board Meeting where the Board voted to request the Good Cause Exemption.*
5. **To expand any closed section(s) below, put your cursor on the left side of a heading below and click the triangle ( ▲ ) left of that heading.**

## **B) MEETING THE NEED**

### **TARGETED PLAN**

- (1) **Identify the community you wish to serve** as a result of the expansion or RFA and describe your interest in serving this specific community.  
**Equipo Academy wishes to serve students who have been applying to join the school throughout this school year but who have not been able to join due to the school's existing enrollment caps. In 2022 the school gained access to an additional building that was subleased to the Battleborn Academy charter school for the 2022-2023 school year. As BBA is now able to move into its permanent facility, Equipo Academy will use this existing classroom space to serve more students from its waitlists.**
- (2) Explain how your expansion model or RFA, and the commitment to serve this population, including the grade levels you have chosen, would meet the district and community needs and align with the mission of the SPCSA. **The SPCSA enrollment across its portfolio of schools does not currently reflect the full diversity of the State of Nevada. This is especially true with regards to the proportion of students who are emergent bilingual and the proportion of students eligible for free- and reduced-price lunch. By serving more students from its wait list, Equipo Academy would help the SPCSA achieve its mission of serving a more representative population of the states students and could assist the local school district (CCSD) in ultimately reaching more students who may have experienced trauma, who may be showing school avoidance, and who demonstrate unfinished learning from the COVID-19 pandemic.**

### **GROWTH RATE AND RATIONALE**

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

Examples may include:

- a. Inability to secure facilities/facilities financing;
- b. Difficulty raising philanthropic funding;
- c. Insufficient talent pipeline/difficulty recruiting faculty;
- d. Insufficient leadership pipeline/difficulty recruiting school leaders;
- e. Misalignment between the founding school and leader and new campuses and leaders, and;
- f. **Ambiguous student performance outcomes and the need to curtail expansion if performance drops.**

**Equipo Academy feels strongly that the growth proposed in this amendment request is low-risk. The facilities that will be used already exist and have already been approved for use by a previous charter school (BBA) mitigating the risks of inability to secure space. The sublease has been agreed to end by June 30 and BBA has already completed its school year and is in the process of relocating.**

**While additional funding will allow the school to further reduce its student-teacher ratio and offer more interventions, the current school's schedule where teachers teach 4 periods and have 2 prep periods each day means that if needed to accommodate any delay in funding increases for newly enrolled students, existing teachers are available to teach additional sections while still having**



remaining prep periods. As an additional safeguard, Equipo Academy also has budgeted conservatively based on FY23 funding and made no assumptions regarding current proposals to increase state funding for education.

Nothing in the amendment relies on philanthropic funding and all needed staff have already been hired for the proposed increases to sixth grade. The additional funding would be used for those teachers to teach one additional section of their assignments each not for new hires. The leader candidate for this growth has already been identified and has already worked for over five years with the existing school team. There are no changes to the instructional program and Equipo Academy could pause growth and still remain within 10 percent of target enrollment if results did stagnate for any reason.

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

**This application does not propose a replication or new campus.**

## **PARENT AND COMMUNITY INVOLVEMENT**

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

**Parents have stated at every meeting, event, and opportunity that they are eager to have more seats that will allow their children to enroll at Equipo Academy. Existing families are enthusiastic about the opportunity for sixth grade instruction to have a designated home in the proposed classrooms where this team would operate.**

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

**This application does not propose the opening of any new campus or grade-levels.**

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

**This application does not propose any change to the existing family involvement and engagement plan or to the school governance structures for Equipo Academy.**

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

**This application does not propose any new strategic partnerships that would be relevant to this question.**

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

Equipo Academy was founded by students, families, and educators in the East Las Vegas community and this request to serve more students from the schools’ waitlists came directly from the local team’s conversations and discussions. In response to families asking for more opportunities to join Equipo Academy, the Governing Body has approved this proposal to use existing space and faculty to serve more students in East Las Vegas.

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

If eligible, Equipo Academy may seek opportunities for funding through federal charter school growth funds but this application is not contingent on any such funding and no related organization has been involved in this amendment application.

## **C) ACADEMIC PLAN – NO CHANGE**

### **MISSION & VISION**

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

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

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

### **CURRICULUM & INSTRUCTIONAL DESIGN**

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

- (1) Historical Performance

- (a) **Performance Data:** schools are only eligible to complete the amendment request and business plan if the existing schools meet the Authority’s eligibility criteria; these criteria reflect a proven academic track record of success with Nevada students and our operating expectations or similar performance in another state.
  - (i) A school is welcome to provide any additional historical academic performance metrics that fall outside of the operator’s contractual performance plan (e.g. average student growth on an adaptive test such as ACT Aspire, NWEA MAP, SCANTRON, Renaissance Learning’s STAR, etc.). If provided, describe student performance on these metrics.
  - (ii) *Please only provide data in vendor-produced score reports and note that the Authority may require additional time and resources to review and vet such data.*
- (b) **Interventions:** Please explain any past performance that has not met the organization’s expectations. How was the underperformance diagnosed, how were appropriate intervention(s) determined, and how are they being implemented? What are the key areas in which existing schools/campuses need to improve, and what are the priorities to drive further success?

(2) Academic Vision and Theory of Change

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

(3) Performance Management

- a) **Measuring Progress:** Describe the school’s approach to performance management across the network and with individual campuses, including the systems used to measure and evaluate both academic and non-academic performance of each site and of the network as a whole.
  - a. What performance management systems, processes, and benchmarks will the school use to formally assess this progress?
  - b. Explain how the school addresses underperformance and describe the corrective action plan procedures.
- b) **Closure:** Describe the conditions that would cause the school to petition the Authority close a consistently low performing campus. Be specific about threshold metrics the school would use to inform its decision.
- c) **College Readiness (HS Only):** Describe the mechanisms that the school employs to accurately, reliably, and consistently track college acceptance, enrollment, and persistence rates. If historical data is available on college acceptance, enrollment, and/or persistence rates, please include it. Cite the percent of total alumni for which the school has data on each metric. If data is not available, please include plans to create mechanisms to accurately, reliably, and consistently track student acceptance, enrollment, and persistence rates.
- d) **Readiness to Replicate:** What academic, financial, and operational metrics does the school and its Board use to determine readiness for replication?
- e) **Compliance:** Describe the proposed academic program and how it complies with the requirements of NRS 388A.366(1)(f) and NRS 389.018. Please complete the scope and sequence/standards alignment template (Excel document at [http://CharterSchools.nv.gov/uploadedFiles/CharterSchoolsnvgov/content/Grocers/Alignment\\_Template.xlsx](http://CharterSchools.nv.gov/uploadedFiles/CharterSchoolsnvgov/content/Grocers/Alignment_Template.xlsx)) for each class scheduled to be provided by the school for each grade level to be served following this proposed expansion. For example, a school that currently serves students in K, 1, and 2 which seeks to add grades 3 and 4 would provide the scope and sequence/standards alignment for each class/subject area in the grades currently served along with the scope and sequence/alignment for each of the proposed new grades.
- f) **Instructional Strategies:** Describe the instructional strategies that you will implement to support the education plan and why they are well suited for the anticipated student population—including a detailed discussion of these strategies for both the expanded grades and for all existing grades. For each grade level to be served by the charter school following the expansion, identify and describe in detail the data, methods, and systems teachers will use to provide differentiated instruction to students. Please note that SPCSA schools

typically start with students performing across a broad spectrum from years below grade level to advanced learners. Include the professional development teachers will receive to ensure high levels of implementation.

- g) **Remediating Academic Underperformance:** Describe the school's approach to help remediate students' academic underperformance both for both the expanded grades and for all existing grades. Detail the identification strategy, interventions, and remediation to be implemented. Cite the research/rationale for the chosen methods. How will you measure the success of your academic remediation efforts (in year 1 of the expansion, year 3, year 5, and beyond)? How will you communicate the need for remediation to parents? How will staffing be structured to ensure that gifted students are adequately supported?
- h) **Identifying Needs:** Describe how you will identify the needs of all students in both the expanded grades and for all existing grades. Identify the research-based programs, strategies and supports you will utilize to provide a broad continuum of services, ensure students' access to the general education curriculum in the least restrictive environment, and fulfill NV's required Response to Intervention model.
- i) **Intellectually Gifted Students:** Explain how the school will identify and differentiate to meet the needs of intellectually gifted students in both the expanded grades and for all existing grades in a way that extends their learning and offers them unique, tailored opportunities. Please note that Nevada law classifies intellectually gifted students as eligible for specific support services. How will staffing be structured to ensure that gifted students are adequately supported?
- j) **Enrichment Opportunities:** Describe the enrichment opportunities that will be available to students performing at or above grade level in both the expanded grades and for all existing grades as part of the school's comprehensive strategy to ensure that all pupils are making accelerated academic progress.
- k) **Matriculation:** Explain how students will matriculate through the school (i.e., promotion/retention policies) and how stakeholders will be informed of these standards.

#### **SCHOOL STRUCTURE: CALENDAR AND SCHEDULE**

- a) Discuss the annual academic schedule for the school, including the calendar for the proposed new grades. Explain how the calendar reflects the needs of the student population and the educational model.
- b) Describe the structure of the school day and week for both the proposed new grades and for existing grades. Include the number of instructional minutes/hours in a day for core subjects such as language arts, mathematics, science, and social studies. Note the length of the school day, including start and dismissal times. Explain why the school's daily and weekly schedule will be optimal for the school model and for student learning. Provide the minimum number of hours/minutes per day and week that the school will devote to academic instruction in each grade.
- c) Describe your goal for student attendance and explain how you will ensure high rates of student attendance. Who will be responsible for collecting and monitoring attendance data? What supports will be in place to reduce truancy and chronic absenteeism?

#### **DISTANCE EDUCATION**

(Distance Education Expansion Amendments)

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

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

- (1) Describe the system of course credits that the school will use.
- (2) Describe how the school will monitor and verify the participation in and completion of courses by pupils.
- (3) Describe how the school will ensure students participate in assessments and submit coursework.

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

## **PRE-KINDERGARTEN PROGRAMS**

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

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

- (1) Identify whether the school plans to offer pre-kindergarten in the first year of operation at the new campus or in any subsequent year of the charter term.
- (2) Identify whether the school will offer fee-based pre-kindergarten services. If the school does plan to offer fee-based pre-kindergarten, explain how the school will ensure that parents will be informed both initially and on an ongoing basis that both state and federal law preclude a K-12 charter school from giving admissions preference to students to whom it has previously charged tuition.
- (3) Describe the school's plans for ensuring that the pre-kindergarten program aligns with the mission, vision, and program of the school's other grades and meets all other state requirements.
- (4) Explain how the school's proposed pre-kindergarten program may meet the federal pre-kindergarten expansion grant criteria.

## **HIGH SCHOOL GRADUATION REQUIREMENTS AND POSTSECONDARY READINESS**

*(New High School Amendments Only)*

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

- (1) Explain how the school will meet state requirements. Describe how students will earn credit hours, how grade-point averages will be calculated, what information will be on transcripts, and what elective courses will be offered. If graduation requirements for the school will exceed those required by the State of Nevada, explain the additional requirements.
- (2) Explain how the graduation requirements will ensure student readiness for college or other postsecondary opportunities (e.g., trade school, military service, or entering the workforce).
- (3) Explain what systems and structures the school will implement for students at risk for dropping out and/or not meeting the proposed graduation requirements, including plans to address students who are overage for grade, those needing to access credit recovery options, and those performing significantly below grade level.

## SPECIAL POPULATIONS

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

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

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

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

## Special Education

- (1) Track Record: Please explain the extent to which the board and leadership team (instructional leader, etc.) has experience working to achieve high academic outcomes of students with disabilities, including students with mild, moderate, and severe disabilities.
- (2) Identification: Describe in detail the school's Child Find process. How will the school identify students in need of additional supports or services?
  - a) (*Elementary Schools Only*) How will the school accurately identify students prior to and following enrollment (e.g., those who require pre-school special education and related services) and in the early grades (PreK, K, 1, or 2) for appropriate services?
  - b) (*Middle and High Schools*) How will the school identify and serve students who require special education services and develop transition plans?
- (3) (*All Schools*) How will the school handle over-identification of students as having a disability that qualifies them for special education services? What will be the process to transition a student out of special education who has been incorrectly identified as having a disability in the past?
  - a) Continuum of Services: How will the school provide a broad continuum of instructional options and behavioral supports and interventions for students with a range of disabilities? Specifically describe how students with severe intellectual, learning, and/or emotional disabilities will be served. Provide a chart which graphically illustrates the continuum of services which identifies, by disability and level of severity, the means by which students with disabilities will be able to receive an appropriate public education in the least restrictive environment (note—this graphic may be created using a commercial program like Microsoft Visio or a free or low-cost internet-based solution such as Lucidchart). Identify the resources, personnel (including administrative responsibilities), and direct and related services the school is likely to provide both within general education classrooms and in other settings (e.g., collaborative team teaching (CTT), Special Education Teacher Support Services (SETSS), speech therapy, physical therapy, occupational therapy, counseling, etc.) as well as the services or settings that will be provided through a consortium or other collaborative initiative with other charter schools or through a third party contract.

- (4) Enrollment: Describe the school's strategy and plan to recruit, enroll, and retain students with disabilities. How will the school proactively address parent and community perceptions around the availability and appropriateness of the charter school to the needs of students with disabilities?
- (5) General Education Collaboration/Access: How will special education and related service personnel collaborate with general education teachers (e.g., team teaching, team planning, etc.) to ensure that all students are able to access a rigorous general academic curriculum?

## Staffing

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

- (1) Staff Development: How does the school plan to train general education teachers to modify the curriculum and instruction to address the unique needs of students with disabilities across a broad continuum?
- (2) Discipline: Explain how the school will protect the rights of students with disabilities in disciplinary actions and proceedings and exhaust all options in order to promote the continuation of educational services in the home school.
- (3) Monitoring: What are your plans for monitoring and evaluating both the progress and success of students who qualify for special education and related services across a broad continuum, and the extent to which your special education program complies with relevant federal and state laws? How will curriculum and instructional decisions be tracked and monitored by IEP teams and school personnel?
- (4) Parental Involvement: What appropriate programs, activities, and procedures will be implemented for the participation of parents of students with a broad range of disabilities?
- (5) For Distance Education Schools: Describe how the school will provide appropriate services in the distance education learning environment to students with disabilities across a broad continuum. *If you are not proposing to operate a distance education or virtual school, please explain that this is not applicable.*

## **D) FINANCIAL PLAN**

**This section must be completed for all applications.**

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

**No change to accounting, purchasing, payroll, or audits.**

- (2) Depending on the type of RFA requested, staff may require applicant to submit additional documentation regarding the potential fiscal impact of the proposed changes. Fiscal impact documentation is required for all facility acquisition/construction RFAs.

**No change to facilities.**

- (3) **Attachment 2023-2024 Tentative Budget.** Present a budget narrative including a detailed description of assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (e.g., grants, donations, fundraising, etc.). There is no page limit for the budget narrative. Include the

following: A detailed discussion of Per-Pupil Revenue: Use the figures provided in developing your budget assumptions.

- (a) Anticipated Funding Sources: Indicate the amount and sources of funds, property or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Note which are secured and which are anticipated and include evidence of commitment for any funds on which the school's core operation depends in a clearly identified component of **Attachment 2023-2024 Tentative Budget**. Please ensure that your narrative specifically references what page this evidence can be found on in the attachment.
- (b) Anticipated Expenditures: Detail the personnel and operating costs assumptions that support the financial plan, including references to quotes received and the source of any data provided by existing charter school operators in Nevada or other states.
- (c) Discuss in detail the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated, including both the scenarios identified in subsections e and f.
- (d) Year 1 cash flow contingency in the event that state and local revenue projections are not met in advance of opening.
- (e) Year 1 cash flow contingency in the event that outside philanthropic revenue projections are not met in advance of opening.

**Equipo Academy has attached its 2023-2024 Tentative Budget but notes that this amendment request requires no new funding and makes no assumptions about state funding levels from the 2023 legislative session.**

**Equipo Academy is able to serve more students under its existing facilities given the move of BBA and Equipo Academy is able to offer additional sixth grade class sections with its current faculty and staffing given the double prep periods and the small class sizes currently at the school. In future years the revenue expected would allow for growth of staffing and programs but these would follow the amendment and not be prerequisite to it.**

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

**Equipo Academy does not propose a new school in this application.**

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

**Equipo Academy does not propose a network model in this application.**

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

**Equipo Academy does not contract with a CMO or EMO. (Same response to items 7-9.)**



- (7) Complete the audit data worksheet in **Attachment** \_\_\_\_\_. In the info tab, please identify any schools or campuses listed under the student achievement tab for which, pursuant that relevant state’s charter law, financial data is consolidated for reporting and auditing purposes in the independent audits provided in **Attachment** \_\_\_\_\_.
- (8) 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.
- (9) Describe the campus, school, and any management organization distinct responsibilities in the financial management and oversight of the proposed campuses, including, but not limited to, their respective roles in overseeing or implementing internal controls and in making financial management decisions including budget development. Detail the process and frequency by which key financial information is communicated to and reviewed by the various organizations and different levels of leadership and governance.

## **E) OPERATIONS PLAN – NO CHANGE**

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

1. Historical performance
  - (a) Performance Data: schools are only eligible to complete the amendment request and business plan if the existing schools meet the Authority’s eligibility criteria; these criteria reflect a proven academic track record of success with Nevada students and our operating expectations or similar performance in another state. Please provide a narrative demonstrating that the school meets the organizational criteria for approval.
  - (b) Interventions: Please explain any past organizational/compliance performance that has not met expectations. How did the governing body diagnose the under-performance, how were appropriate intervention(s) determined by the governing body, how are they being implemented by staff, and how is the governing body monitoring implementation of the interventions on a monthly basis?
  - (c) What are the key areas in which the existing school or schools/campuses need to improve, as determined by the governing body, and what are the priorities to drive further success?
2. Organization governance structure & board development:
  - (a) Describe how the organization’s governance structure will adapt to oversee and support the 6-year growth plan and addition of new school(s). Include any impact on: (1) the composition of the Board, the Board’s roles and responsibilities, and the Board’s development priorities and (2) the Board’s relationship to individual campuses
  - (b) Describe the diverse skillsets that currently exist on the Board and note any additional type of expertise that the Board may seek to help support the growth plan.
  - (c) Identify any Board development requirements relative to the organization’s governance needs at each stage of growth.
  - (d) Describe how the Board identifies and addresses conflicts of interest. Attach a code of ethics that includes a formal conflict of interest policy and specifies the procedures for implementing the policy.
3. Organization charts and decision-making authority:
  - (a) Provide the following organizational charts:
    - (i) Current

- (ii) Vision for school in three years (clearly identify both campuses requested in this amendment request as well as any additional campuses that the operator anticipates applying to open within three years)
- (iii) Vision for school in six years (clearly identify both campuses requested in this amendment request as well as any additional campuses that the operator anticipates applying to open within six years)

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

4. Describe the proposed organizational model; include the following information:
  - a) Job descriptions for each leadership or shared/central office role identified in the organizational chart (provide as an **Attachment** \_\_\_)
  - b) Resumes of all current leadership (provide as an **Attachment** \_\_\_).
  - c) Previous student achievement data for the proposed instructional leaders at each proposed campus (if available) (provide as part of **Attachment** \_\_\_)
5. Describe the leadership team's individual and collective qualifications for implementing the multi-site school design and business and operating plan successfully, including capacity in areas such as:
  - (a) School leadership;
  - (b) School business operations and finance;
  - (c) Governance management and support to the Board;
  - (d) Curriculum, instruction, and assessment;
  - (e) At-risk students and students with special needs;
  - (f) Performance management; and
  - (g) Parent and community engagement.
6. Explain who is responsible for school leader coaching and training and what those processes will look like in action. Please include any existing competencies used for school leader selection and evaluation, if available (provide as an **Attachment** \_\_\_).
7. Explain your school leader's role in the successful recruitment, hiring, development and retention of a highly effective staff.
8. Explain your campus instructional leader's role in providing instructional guidance and school culture guidance. How will the leadership team work in support of the campus instructional leader's guidance?
9. What systems are in place in your leadership team structure to ensure redundancies in knowledge and skill?

## LEADERSHIP FOR EXPANSION

- a) Describe the operator's current or planned process for recruiting and training potential network leaders. Explain how you have developed or plan to establish a pipeline of potential leaders for the network as a whole. If known, identify candidates already in the pipeline for future positions.
- b) Identify the proposed regional director candidate, if applicable, and explain why this individual is qualified to lead the expansion of the organization (provide a resume as an **Attachment** \_\_\_). Summarize the proposed leader's academic and organizational leadership record. Provide specific evidence that demonstrates capacity to design, launch, and manage a high-performing charter school network.
- c) If a regional director candidate has not yet been identified, provide the job description (as an **Attachment** \_\_\_) or qualifications and discuss the timeline, criteria, and recruiting and selection process for hiring the regional director. Note: It is strongly encouraged that schools proposing to open new campuses in the 2023-24 school

year, identify the regional leader (*Regional Director, Executive Director, etc.*) in the proposal. The SPCSA reserves the right to require schools which do not have network leadership and support position candidates identified to defer opening new campuses until the 2024-2025 school year and to add additional criteria to the pre-opening requirements for such campuses.

## STAFFING

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

### Sample Excerpt—*Complete using Excel file*

## HUMAN CAPITAL STRATEGY

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

- a) **Recruitment:** Identify whether recruitment will be managed at the campus or network level. Identify key partnerships and/or sources the operator will rely upon of teachers and leaders. Identify the process the operator will rely upon to identify and develop high-quality leaders and high-quality teachers.
- b) **Leadership Pipeline: Discuss the specific measures and timelines the organization will employ to identify and develop organizational and school leaders. For example, explain:**
  - 1) How the school plans to identify leadership internally and externally;
  - 2) Who will be responsible for hiring leaders;
  - 3) Formal and informal systems that will prepare leaders for their responsibilities;
  - 4) The school's philosophy regarding internal promotions;
  - 5) The timing for identifying leaders in relation to the launch of a new campus; and,
  - 6) Internal or external leadership training programs.
- c) **Professional Development:** Identify the school's plan to meet professional development needs. Include whether professional development will be managed at the school or network level and how new campuses will be added to existing professional development. Also identify the method the school will use to determine the effectiveness of professional development.
- d) **Performance Evaluations and Retention:** Identify the school's approach to staff performance evaluations. Identify how frequently the organization plans to: evaluate teachers, campus administrators, and network leaders and staff, who will evaluate whom, and how the organization plans to retain high-performing teachers and administrators?
- e) **Compensation:** Explain the board's compensation strategy and salary ranges for network and school level staff. Discuss how the compensation structure enables the organization to attract and retain high quality staff

and describe any incentive structures such as bonuses or merit pay. Compare the proposed salary ranges to those in other organizations, charter schools and local districts, as applicable.

**SCALE STRATEGY**

- a) Describe the steps that you will take to scale your model to new sites, including the people involved and the resources contributed both by the founding campus and the new campuses.
- b) If the school is affiliated with a CMO or EMO that operates schools in other states, compare your efforts to scale operations to Nevada to past scale efforts in other states.
- c) Describe your plan for embedding the fundamental features of the model that you described in the transformational change section in each new campus that you plan to open.
- d) Explain any shared or centralized support services the management organization will provide to campuses in Nevada.
- e) Describe the structure, specific services to be provided, the cost of those services, how costs will be allocated among campuses, and specific service goals of the network. Please also include how the school will measure successful delivery of these services. In the case of a charter management organization proposing to contract with an education management organization, service goals should be outlined in the term sheet and draft contract provided later in **Attachment** \_\_\_\_. Note that Nevada law allows charter schools to contract for the management or operation of the school with either a for-profit or non-profit education management organization.
- f) Using the table below, summarize the division school- and organization-level decision-making responsibilities as they relate to key functions, including curriculum, professional development, culture, staffing, etc. This division of responsibilities will be evaluated both in the context of Nevada law and regulation and best organizational and authorizing practices nationally.

| <b>Function</b>                    | <b>Mgt Org Decision-Making</b> | <b>Network Leader Decision-Making</b> | <b>Board Decision-Making</b> | <b>Campus Leader Decision-Making</b> |
|------------------------------------|--------------------------------|---------------------------------------|------------------------------|--------------------------------------|
| Performance Goals                  |                                |                                       |                              |                                      |
| Curriculum                         |                                |                                       |                              |                                      |
| Professional Development           |                                |                                       |                              |                                      |
| Data Mgt & Interim Assessments     |                                |                                       |                              |                                      |
| Promotion Criteria                 |                                |                                       |                              |                                      |
| Culture                            |                                |                                       |                              |                                      |
| Budgeting, Finance, and Accounting |                                |                                       |                              |                                      |
| Student Recruitment                |                                |                                       |                              |                                      |
| School Staff Recruitment & Hiring  |                                |                                       |                              |                                      |

|   |  |  |  |  |
|---|--|--|--|--|
| HR Services (payroll, benefits, etc.)     |  |  |  |  |
| Development/ Fundraising                  |  |  |  |  |
| Community Relations                       |  |  |  |  |
| IT  |  |  |  |  |
| Facilities Mgt                            |  |  |  |  |
| Vendor Management / Procurement           |  |  |  |  |
| Student Support Services                  |  |  |  |  |
| Other operational services, if applicable |  |  |  |  |

## STUDENT RECRUITMENT AND ENROLLMENT

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

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

**Equipo Academy has seen an increase in applications and waitlists, specifically an increase in applications from students who are credit deficient or who have not been attending school. These students are now showing substantial amounts of unfinished learning from the COVID-19 pandemic. When students enroll to join the school in 12<sup>th</sup> grade, however, and only have sufficient credits to be placed in 9<sup>th</sup> or 10<sup>th</sup> grade, they will be too old to attend a traditional high school by the time that they are graduating. With this increase in seats especially targeting sixth grade, Equipo Academy hopes to begin serving more students off of its wait lists with greater needs earlier in their secondary career. Equipo Academy’s projected enrollment increases are in line with existing wait lists resulting from existing marketing and recruitment work to serve students within two miles of the school and who are primarily emergent bilingual and free- and reduced-price lunch eligible.**

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

**In its recruitment and retention record, Equipo Academy has met or exceeded target enrollments for every year since opening in August 2015. The school has maintained this record even with the subsequent opening of four other schools within one mile of Equipo's campus including three with overlapping enrollment grades. Equipo Academy has maintained the strongest NSPF performance of any neighboring charter or traditional public school and this is the foundation of the school's recruitment and retention.**

**Currently the school is enrolled at over 105% of its target enrollment. Because Equipo Academy backfills in any grade where a space becomes available, all grades are currently fully enrolled with four homerooms of students. The proposed growth in this amendment application would begin expanding middle school grades to five homerooms to relieve wait lists starting in sixth grade.**

**Equipo Academy has since 2015 consistently served a >95% BIPOC student population and 98.6 percent of current students identify as BIPOC including Hispanic/Latino (97%), Black (1%), Asian American/Pacific Islander (0.3%), or Multiracial (0.3%). More than 95 percent of students receive free- or reduced-price lunch (FRL) and 30 percent participate in emergent bilingual programs. Six percent of students are currently receiving IEP services. The diversity of Equipo Academy more closely represents the East Las Vegas community than the State Public Charter School Authority (SPCSA) and the addition of students from Equipo Academy's wait list will increase the overall diversity of the SPCSA.**

- c. Detail how the school's programmatic, recruitment, and enrollment strategies are designed to recruit, enroll, and retain a student population that is representative of the zoned schools which prospective students would otherwise attend in the community. Schools which do not currently represent their communities based on the data identified above and are not serving an at-risk population are expected to add several of the following programmatic, recruitment, and enrollment strategies to merit approval: (1) participation in state-funded pre-K programs (including federal pre-K) for low-income students; (2) substituting online and social media marketing which advantages affluent and well-connected populations with a community-based, grassroots campaign which targets high need populations in the community, including aggressive door-to-door outreach and publishing marketing materials in each language which is spoken by more than 5 percent of families within each attendance zone; (3) an explicit commitment to serving a broad continuum of students with disabilities and the expansion of programs, including cluster programs or consortia, to meet the needs of a broad spectrum of student needs; (4) a weighted lottery<sup>2</sup> 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.

**Equipo Academy does represent the diversity of East Las Vegas and the Clark County School District and does not require the above programs.**

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

**Please see attached lottery handbook.**

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

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

**See attached enrollment projections.**

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

**No changes to lottery handbook or enrollment practices are anticipated. This amendment proposal only expands the school to accommodate students already on the waitlists each year.**

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

**Equipo Academy already backfills vacancies in existing grades and will not change its recruitment plan for this amendment.**

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

**See attached planned enrollments. Equipo Academy is not a new school and this is not a proposal for a new campus as suggested below.**

**Planned Enrollment (Must Correspond to Budget Worksheet Assumptions)**

| Grade Level | Number of Students |         |         |         |         |
|-------------|--------------------|---------|---------|---------|---------|
|             | 2023-24            | 2024-25 | 2025-26 | 2026-27 | 2027-28 |
| 9           |                    |         |         |         |         |
| 10          |                    |         |         |         |         |
| 11          |                    |         |         |         |         |
| 12          |                    |         |         |         |         |
| Total       |                    |         |         |         |         |

- a. Describe the rationale for the number of students and grade levels served in year one and the basis for the growth plan illustrated above. Note: particular weight will be given to rationales which prioritize academic achievement over financial returns.
- b. Schools proposing to open new elementary facilities with more than 400 students or more than 3 grade levels should identify and discuss the specific elements of the school model and organizational track record detailed throughout the request that demonstrate that the proposed expansion model is designed to compensate for the known organizational and academic challenges which accompany serving larger student bodies and multiple grade levels in a start-up environment.
- c. Schools proposing to add a new middle or high school facility with more than 200 newly enrolled students in sixth grade or above or more than 2 grades above fifth grade should identify and discuss the specific elements of the school model and organizational track record detailed throughout the request that demonstrate that the proposed expansion model is designed to compensate for the known organizational and academic challenges which accompany serving larger student bodies and multiple grade levels in a start-up environment.

## BOARD GOVERNANCE – NO CHANGE

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

- i. Explain the governance philosophy that will guide the board, including the nature and extent of involvement of key stakeholder groups.
- j. Describe the governance structure of the expanded school when the board is fully composed, including the primary roles of the governing board and how it will interact with the principal/head of school and any advisory bodies. Explain how this governance structure and composition will help ensure that a) the school will be an educational and operational success; b) the board will evaluate the success of the school and school leader; and c) there will be active and effective representation of key stakeholders, including parents.
- k. Please submit board member information for current and proposed new board members in the provided Board Member Template (provide as part of **Attachment** \_\_\_\_). Please note that at least 75% of new board members for SY 2023-2024 must be identified at the time of the submission of the expansion request.
- l. Provide, as part of **Attachment** \_\_\_\_, a completed and signed Board Member Information Sheet for each proposed new Board member as well as the board member’s resume and a thoughtful biographical summary outlining the particular qualifications of each board member as relates to both service on a public charter school board and to the specific needs of this particular charter school.
- m. Describe the board’s ethical standards and procedures for identifying and addressing conflicts of interest. Will the board be making any changes to its Bylaws, Code of Ethics, and Conflict of Interest policy in light of the expansion or new statutory or regulatory requirements, including SB509?
- n. Identify any existing, proposed, or contemplated relationships that could pose actual or perceived conflicts if the expansion request is approved, including but not limited to any connections with landlords, developers, vendors, or others which will receive compensation or other consideration directly or indirectly from the school; discuss specific steps that the board will take to avoid any actual conflicts and to mitigate perceived conflicts, including the new requirements of a Code of Ethics in SB509 and the nepotism regulations applicable to charter schools.
- o. Describe the board’s history since inception, including a discussion of turnover. How does the board proactively manage governance and succession? How does the board propose to significantly exceed the statutory minimum criteria for board qualifications in light of the complexity and risk associated with governing a large, multi-site charter school network? What elements, characteristics, and behaviors of specific, analogous high performing multi-site charter school networks, non-profit social enterprises, and for-profit organizations with similar levels of revenues or complexity has the governing body elected to emulate in its governance and in the operation of the school? Describe concrete and specific plans for increasing the capacity of the governing board. How will the board continue expand and develop over time?
- p. Describe the kinds of orientation or training new board members will receive and what kinds of ongoing development existing board members will receive. The plan for training and development should include a timetable, specific topics to be addressed, and requirements for participation.
- q. Describe the working relationship between the board and staff (academic, operations, and financial) and the working relationship between the board, staff, and any education management organization. Outline the regular reports that will be provided to the board, their frequency, and who will provide them. This may include financial, operational, and/or or academic reports.
- r. Describe any advisory bodies or councils to be formed, including the roles and duties of those bodies. Describe the planned composition; the strategy for achieving that composition; the role of parents, students, and teachers (if applicable); and the reporting structure as it relates to the school’s governing body and leadership.
- s. Explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school.
- t. What goals will be established for the board and how will board members be held accountable? Outline the key expectations for board members in the table below. What actions would trigger removal from the board and under what process?



| Goal | Purpose | Outcome Measure |
|------|---------|-----------------|
|      |         |                 |
|      |         |                 |
|      |         |                 |
|      |         |                 |
|      |         |                 |
|      |         |                 |
|      |         |                 |

**INCUBATION YEAR DEVELOPMENT** (for approved schools that have not yet opened)

- a. Provide a detailed start-up plan as well as specific organizational goals for the planning year (SY 2022-2023) to ensure that the school is ready for a successful launch in fall 2023. Using the template provided, outline key activities, responsible parties, and milestones and submit as an **Attachment** \_\_\_\_.
- b. Please describe the plans for leadership training and development of the selected school leader during the incubation year prior to school opening and how these plans support your year 0 goals. If partnering with an organization, please briefly describe the main components of the training program.
- c. Explain who will work on a full-time or nearly full-time basis immediately following assignment of a location to lead development of the school(s) and the plan to compensate these individuals.

**SCHOOL MANAGEMENT CONTRACTS – NO CHANGE**

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

- a. How and why was the EMO or CMO selected?
- b. Explain whether the management organization will provide services to the charter school as a whole or will it be assigned to provide specific services at an individual campus or campuses or a particular program (e.g. a portfolio management governance model).
- c. Describe the relationship between the school governing board and the service provider, specifying how the governing board will monitor and evaluate the performance of the service provider, the internal controls that will guide the relationship, and how the governing board will ensure fulfillment of performance expectations.
- d. Disclose fully and provide an explanation of any existing or potential conflicts of interest between the school governing board and proposed service provider or any affiliated business entities, including, without limitation, any past or current employment, business or familial relationship between any officer, employee, or agent of the proposed service provider and any prospective employee of the charter school, a member of the committee to form a charter school or the board of directors of the charter management organization, as applicable.
- e. Please provide the following in **Attachment** \_\_\_\_ :

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

#### **SERVICES – NO CHANGE**

1. Provide **Attachment** \_\_\_ describing how the school leadership team will support operational execution.
2. Provide narrative or evidence illustrating the staffing model, performance metrics, and the school's plan for supporting all operational needs of the school, including but not limited to those listed below.

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

## ONGOING OPERATIONS

1. SPCSA schools coordinate emergency management with local authorities. Explain your process to create and maintain the school's Emergency Management Plan required by the State of Nevada. Include the types of security personnel, technology, equipment, and policies that the school will employ. Who will be primarily responsible for this plan? Does the school anticipate contracting with the local school district for school police services? How will the school communicate with and coordinate with lead law enforcement agencies and other public safety agencies?
2. Discuss the types of insurance coverage the school will secure as a result of the expanded scope of operation and the attendant risks, including a description of the levels of coverage. Types of insurance should include workers' compensation, liability insurance for staff and students, indemnity, directors and officers, automobile, and any others required by Nevada law or regulation. As the minimum coverage required by Nevada law and regulation is intended as a baseline requirement for schools which operate at a significantly smaller scale, schools requesting an amendment are expected to research the levels of and types of insurance coverage typically required of and obtained by multi-site charter school networks in other states, including but not limited to Arizona, California, Colorado, the District of Columbia, Massachusetts, and New York, and crosswalk those levels of coverage with those the school intends to obtain to ensure that the governing body and network leadership is fully cognizant of the complexity of risk management in a multi-site context.

## Section II: SPECIFIC RFA SECTIONS

### RFA: Academic Amendments

#### 1. RFA: Add Distance Education

- a. Executive Summary
  - i. An overview of the mission and vision for the expanded school or network, noting any revisions to the approved mission and vision for the school relating to the addition of a distance education program.
  - ii. A list of the current school campuses
  - iii. Proposed model and target communities by zip code
  - iv. The outcomes you expect to achieve across the network of campuses with the addition of the distance education program.
  - v. The key components of your educational model and how the distance education program aligns with the educational model.
  - vi. Key supporters, partners, or resources that will contribute to the distance education program
- b. Targeted Plan
  - i. Identify the community you wish to serve as a result of the distance education program and describe your interest in serving this specific community.
  - ii. Explain how your distance education model, and the commitment to serve the population, including the grade levels you have chosen, would meet the district and community needs and align with the mission of the SPCSA.
- c. Distance Education Requirements
  - i. Describe the system of course credits that the school will use.
  - ii. Describe how the school will monitor and verify the participation in and completion of courses by pupils.
  - iii. Describe how the school will ensure students participate in assessments and submit coursework.
  - iv. Describe how the school will conduct parent-teacher conferences.
  - v. Describe how the school will administer all tests, examinations or assessments required by state or federal law or integral to the performance goals of the charter school in a proctored setting.
- d. Special Education
  - i. For Distance Education Schools: Describe how the school will provide appropriate services in the distance education learning environment to students with disabilities across a broad continuum.
  - ii. What systems will you put in place to ensure that staff members are knowledgeable about all legal distance education requirements pertaining to special populations and the servicing of particular populations of students and can answer parent inquiries in a manner consistent with the letter and spirit of state and federal law?
- e. Scale Strategy
  - i. Describe the steps that you will take to scale your model to new sections, including the people involved and the resources contributed both by the founding campus and the new distance education program.
  - ii. If the school is affiliated with a CMO or EMO that operates distance education in other states, compare your efforts to scale distance education operations to Nevada to past scale distance education efforts in other states.
- f. Student Recruitment and Enrollment
  - i. Explain the plan for student recruitment and marketing for the new distance education program that will provide equal access to interested students and families, including how the school will comply with the requirements of SB208 (2015 session). Specifically, describe the plan for outreach to: families in poverty; academically low-achieving students; students with disabilities; and other youth at risk of academic failure.

- ii. What is the enrollment calendar for both the first year of operation and subsequent years of operation? Please specify the dates on which the school will begin accepting distance education applications and how long the window will last prior to conducting a lottery.
- iii. What distance education enrollment targets will you set and who will be responsible for monitoring progress towards these targets? What is your target re-enrollment rate for each year? How did you come to this determination?

g. Services

- i. Provide a description of how the school leadership team will support the distance education operational execution. Please provide narrative or evidence that illustrates the staffing model, performance metrics, and the school’s plan for supporting all operational needs of the school, including but not limited to those listed below. In this space and in the finances section, demonstrate how you will fund the provision of these services.
- ii. Technology: Outline the technology infrastructure and support mechanisms across your school, staff, and teachers—including new investments necessary to support this distance education expansion. Your outline should include but not be limited to reliable and secure wide area networking, local area networking (e.g., wireless and cables), hardware (e.g., personal computing devices, servers, telephony, storage, routers, switches), technology policies and procedures, device management, and end user support, including the management of user rights and privileges.

h. Financial

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

## 2.RFA: Add Dual-Credit Program

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

- a. Describe the proposed duration of the relationship between the charter school and the college or university and the conditions for renewal and termination of the relationship.
- b. Identify roles and responsibilities of the governing body of the charter school, the employees of the charter school and the college or university.
- c. Discuss the scope of the services and resources that will be provided by the college or university.
- d. Explain the manner and amount that the college or university will be compensated for providing such services and resources, including, without limitation, any tuition and fees that pupils at the charter school will pay to the college or university.
- e. Describe the manner in which the college or university will ensure that the charter school can effectively monitors pupil enrollment and attendance and the acquisition of college credits.
- f. Identify any employees of the college or university who will serve on the governing body of the charter school.

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

## 3.RFA: Change Mission and/or Vision

For an RFA to accomplish this objective:

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

- b. The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.
- c. Indicate “N/A” for any below requested response that is not applicable to your request.

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

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

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

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

**a) School Management Contracts**

1. RFAs for “entering into, amending, renewing or terminating a contract with an educational management organization” are processed pursuant to NAC 388A.575
2. Contracts with EMOs are regulated in part pursuant to NAC 388A.580.
3. Limitations on the provision of teachers and other personnel by EMOs is regulated pursuant to NAC 388A.585.
4. Please provide the EMO’s Tax Identification Number (EIN), Organizational Location Address, and Organizational Mailing Address.
5. How and why was the EMO selected?
6. If this amendment would result in the approval of an EMO other than that approved in the initial charter application, please explain in detail the rationale for the change.
7. Explain whether the management organization will provide services to the charter school as a whole or will it be assigned to provide specific services at an individual campus or campuses or a particular program (e.g. a portfolio management governance model).
8. Describe the relationship between the school governing board and the service provider, specifying how the governing board will monitor and evaluate the performance of the service provider, the internal controls (including any compensatory controls) that will guide the relationship, and how the governing board will ensure fulfillment of performance expectations.
9. Disclose fully and provide an explanation of any existing or potential conflicts of interest between the school governing board and proposed service provider or any affiliated business entities, including, without limitation, any past or current employment, business or familial relationship between any officer, employee, or agent of the proposed service provider and any other current or prospective vendor or contractor (including the landlord), prospective employee of the charter school, a member of the committee to form a charter school or the board of directors of the charter management organization, as applicable.
10. Provide a brief overview of the organization's history.
11. List any and all charter revocations or surrenders, bankruptcies, school closures, non-renewals, or shortened or conditional renewals for any of the schools managed by the organization and provide explanations. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school’s authorizing office and a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer personnel contacted. Include a summary of all performance issues related to each revocation, surrender, bankruptcy, closure, non-renewal, or shorted or conditional renewal. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.
12. Explain any performance deficits or compliance violations that have led to formal authorizer intervention with any school managed by the organization. Provide details as to how such deficiencies were resolved. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school’s authorizing office and all other authorizer personnel contacted. Include a summary

of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer staff regarding all performance issues related to each non-renewal, shortened or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.

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

#### **b) Financial Plan**

1. Describe the systems and processes by which the school will manage accounting, purchasing, payroll, and audits. Specify any administrative services expected to be contracted for the school and describe the criteria and procedures for the selection of contractors and the mechanism by which the board will monitor and hold the contractor responsible for providing such services.
2. Present a budget narrative including a detailed description of assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (e.g., grants, donations, fundraising, etc.).
3. Provide a six-year development plan that addresses the annual and cumulative fundraising need at the network and school levels including a description of the staff devoted to development. The plan should include a history of the school's fundraising outcomes and identify funds that have already been committed toward fundraising goals. The plan should also identify the role of the members of the board, particularly as relates to give/get requirements, and should demonstrate alignment with the expectations for board members discussed elsewhere in the amendment request. If funds are raised at a partner organization level, describe the methodology to be used in allocating funds to the school and the proposed campuses. If the school has not raised any funds to support its programming to date and the budget does not include any fundraising activity, please explain that this question is not applicable to your school.
4. Describe the campus', school's, and any management organization's distinct responsibilities in the financial management and oversight of the proposed campuses, including, but not limited to, their respective roles in overseeing or implementing internal controls and in making financial management decisions including budget development. Detail the process and frequency by which key financial information is communicated to and reviewed by the various organizations and different levels of leadership and governance.
5. Submit a completed financial plan for the proposed school as an **Attachment** \_\_\_ (the format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).
6. Submit, as an **Attachment** \_\_\_, a detailed budget for the operator at the network level (the format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).
7. Provide, as an **Attachment** \_\_\_, historical financial documents for any affiliated CMO from another state or any EMO providing services to the school, including audited financials for each school operated by the affiliate as well as any other campus by campus financial evaluations conducted by charter school

authorizers. At least three years of school financial audits are required for any school operating for three years or longer. Such financials must be provided as converted PDF documents to ensure accessibility.

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

### **Attachments Necessary for EMO Amendment**

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

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

The purpose of this Expansion Amendment Request is to assess the potential of existing charter school boards to produce high-quality student outcomes and function as highly effective, accountable, and transparent providers of public education as they add new students and demonstrate the capability and maturity to achieve at consistently high



levels in all domains while continuing to scale their impact in their communities and in other communities across the state.

- a. Please detail how this proposed expansion aligns to the current [SPCSA Academic and Demographic Needs Assessment](#).

**The growth of Equipo Academy proposed in this amendment application would add 124 new seats for students and potentially as many 212 new seats if enrolled to 110% of this amendment’s proposed target. Given Equipo Academy’s location in a community primarily served by one- and two-star secondary school’s this amendment directly meets the challenge defined in the SPCSA Academic and Demographic Needs Assessment — creating new seats in four- and five-star schools in the most underserved communities within our state. The students on the school’s waitlist who would immediately receive the proposed seats in this amendment application would effectively increase the total number of students in the SPCSA who identify as emergent bilingual, free- or reduced-price lunch eligible, future first generation college students.**

- b. Please provide academic performance data broken down by subgroups. What is the school’s assessment of its current work in preventing performance gaps? If gaps exist, how is the school working to ensure that these gaps are reduced? How will the school work to prevent gaps with expanded enrollment?

**Equipo Academy has consistently posted uniquely high-growth scores across grade-levels and across the state’s suite of high-stakes assessments. This has been true from the SBAC assessments given in middle school to the multiple ACT exams the school gives in high school. It is also true that subgroups demonstrate high growth across their time at Equipo Academy when measured on long-term metrics such as the NWEA MAP.**

**The challenge in the data for Equipo Academy comes in absolute proficiency. Even where growth is high, absolute proficiency relevant to more affluent schools remains stubbornly low — particularly in early grades and for students who join their cohort in the high school years. With this proposal for expanded enrollment, the school would focus new seats in the earliest grade (sixth grade) to pilot new ways of accelerating first-year learning and culture at Equipo Academy and to concentrate a team of the school’s strongest teachers in the earliest grade. This proposal could shape future decisions for instructional looping and intervention strategies that permanently alter the absolute proficiency projections for the targeted cohort (the graduating class of 2030).**

**Successful results from this expanded enrollment in sixth grade could lead to new innovations that permanently augment the impacts of the sixth grade program for future sixth grade classes. They could also become the foundation for growth in a later application into elementary grades or into expanded enrollment in other grades.**

**Because this particular application does not request any growth beyond the initial proposed 16.5% increase, if the project was not as successful as anticipated, the school would simply continue serving the initial increased sixth grade enrollment in subsequent years but not expand the subsequent year’s sixth grade cohort.**

- c. Please provide an overview of discipline data, broken down by subgroup. What is the school’s assessment of its current work in preventing disproportionate discipline practices? How will the school work to prevent disproportionate discipline practices with expanded enrollment? Please be sure to speak to the restorative justice practices implemented at the school.

**Equipo Academy practices a unique combination of proactive advisory structures and truly restorative justice disciplinary systems that have allowed the school to rapidly grow from an initial**

cohort of 220 students and families who proposed the school in 2015 – to 800 students attending the school today. All of the incoming sixth graders who would be granted seats in this expanded enrollment amendment would be placed in their own advisory (capped at 18 students) with a dedicated advisor responsible for them and their family’s experience at the school.

A Class Advisor (funded through Title I) would serve as the grade-level leader for proactive cultural, team-building, and buddy classroom systems to teach and support good decision-making. A Principal-in-Residence would serve as the primary administrator for the expanded enrollment proposed in this amendment, and the school’s existing Dean of Students, Dean of Faculty, and other leadership team members would continue to shape the ultimate discipline, professional development, and other structures necessary for successful restorative justice practices.

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

| Year       | 2021-2022  | 2022-2023  |  |  |  |  |  |
|------------|--|--|--|--|--|--|--|
| Enrollment | <b>832</b><br>Overenrolled full 110% to serve more of waitlist and anticipating additional facility space. | <b>805</b><br>Strategically reduced overenrollment to 106% to lease space to Battleborn Academy. |  |  |  |  |  |

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

| Year       | 2023-2024                                    | 2024-2025                                    | 2025-2026                                    | 2026-2027                                    | 2028-2029                                    | 2029-2030                                    |  |
|------------|--|--|--|--|--|--|--|
| Enrollment | <b>Target 880</b><br>(min: 792)<br>(max: 968 | <b>Target 880</b><br>(min: 792)<br>(max: 968 | <b>Target 880</b><br>(min: 792)<br>(max: 968 | <b>Target 880</b><br>(min: 792)<br>(max: 968 | <b>Target 880</b><br>(min: 792)<br>(max: 968 | <b>Target 880</b><br>(min: 792)<br>(max: 968 |  |

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

For an RFA to accomplish this objective:

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

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

The expansion request is evaluated based on the strength of the plan in each of those domains, while applicants are evaluated based on their capacity to execute the program they’ve proposed both based on the coherence, thoroughness, and thoughtfulness of each element of the application and on the data gathered during both the (discretionary) capacity

interview process and background research and due diligence on both proposed members of the expanded governing board and proposed staff members. Successful requests will share many of the same characteristics.

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

If the current facility requires no construction or renovation to accommodate the addition of these new grades, then provide a brief narrative at each attachment attesting to that fact. Each attestation must be signed by the chair of the governing body and the school leader, must be notarized, and must be remediated to be accessible pursuant to Section 508 of the Rehabilitation Act.

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

- a. Please detail how this proposed expansion aligns to the current [SPCSA Academic and Demographic Needs Assessment](#).
- b. Please provide academic performance data broken down by subgroups. What is the school's assessment of its current work in preventing performance gaps? If gaps exist, how is the school working to ensure that these gaps are reduced? How will the school work to prevent gaps with expanded enrollment?
- c. Please provide an overview of discipline data, broken down by subgroup. What is the school's assessment of its current work in preventing disproportionate discipline practices? How will the school work to prevent disproportionate discipline practices with expanded enrollment? Please be sure to speak to the restorative justice practices implemented at the school.

## **8. RFA: Lottery: Change(s) in Charter Lottery Policy**

The SPCSA considers changes to the admission process for sponsored schools to be a material amendment to their charter contract.

To incorporate a weighted lottery program, a Request For Amendment must present, in at least three to five narrative pages, plus any spreadsheet, a description of the following:

1. The current academic model including current student demographics and academic performance, including performance by student group,
2. An updated Meeting the Need section noting relevant sections and changes. The projected impacts from the proposed weighted lottery on student demographics,
3. How the school will ensure strong academic results for all students, including any adjustments to the school model and/or staffing to account for expected changes in student demographics,
4. A summary of the current fiscal state of the school under the current model, such as by a copy of the current school budget, and
5. A summary of the projected fiscal impact to revenues, expenditures, reserves, and surplus (deficit).

Additionally, include a copy of the current lottery policy as well as a copy of the charter school board-approved, proposed weighted lottery policy.

The draft of your proposed lottery policy must include a thorough explanation/rationale for any adjustments to lottery priorities and/or weights. Proposed policies must demonstrate alignment to [NRS 388A.456](#) and/or [R131-16](#). If your school/network is proposing a weighted lottery, please be sure to provide a thorough explanation for the proposed weighting system.

Provide a plan and timeline for communicating the proposed lottery changes to your charter school/network community. How will the charter/network ensure that prospective families are aware of these changes?

Attach a revised student enrollment form to be used under the proposed policy<sup>3</sup>.

## **Facility RFAs**

### **General Facility RFA requirements**

### **Facility RFA Attachments required**

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<sup>3</sup> Note: if the charter/network is proposing a weighted lottery, additional information asked of students and families should be clearly labeled as optional.

**EQUIPO**  
**ACADEMY**  
EAST LAS VEGAS COLLEGE PREP

**Lottery Policies and Procedures**  
**2023-2024 Handbook**

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## Overview

Equipo Academy is a college-preparatory public charter school sponsored by the State Public Charter School Authority. While Equipo Academy is a tuition-free public school open to all students in Clark County, the school is not affiliated with the Clark County School District and maintains a separate application and enrollment process from any district schools. As a rigorous college preparatory school, the Equipo Academy Governing Body prepares lottery guidelines to manage enrollment cycles where there may be greater interest in the school than the school has the capacity to serve.

Pursuant to NRS 386.580, if the number of students applying for a specific grade at Equipo Academy should exceed the number of seats available in that grade, then applications will be chosen through a random lottery procedure. The goals of the Equipo Academy application, lottery, and enrollment process are accessibility, fairness, and efficiency.

## Seats Available for Enrollment

Equipo Academy expects to have 108 new sixth grade seats available for enrollment in its ninth year of operation, as well as any additional seats in grades seven through twelve that may be available.

Pursuant to NAC 386.353, ninth-year enrollment will be capped in each grade level to ensure a maximally effective educational program for all students. Individual grade level caps may be adjusted prior to the lottery based on returning students and retentions, but overall lottery enrollment will be based on the approved charter projection of 756 +/- 10 percent for 2023-2024.

- **108 seats in sixth grade**
- **108 seats in seventh grade**
- **108 seats in eighth grade**
- **108 seats in ninth grade**
- **108 seats in tenth grade**
- **108 seats in eleventh grade**
- **108 seats in twelfth grade**

While eventually every grade level at Equipo Academy will consist of 108 students, in the founding years enrollment have been limited in the high school grades as new students entering those grades will require greater support, interventions, and other resources to reach proficiency and excel in a college preparatory environment. A larger founding sixth grade class (moving into seventh grade in 2016-2017) was enrolled to maintain budgets during the founding growth years.

Each year after the first year of operation there will be 108 new sixth grade seats available as well as any seats in other grades opened by students who chose not to return to Equipo Academy. Based on the high retention rate of past programs run by the Equipo Academy founders, open seats in grades other than new sixth grade are expected to be extremely rare in the 2023-2024 enrollment season and subsequent years.

Equipo Academy has requested permission from its authorizer to offer more seats to more students and families and the above projections will be revised as soon as that permission is granted.



## **Application Process**

To achieve the goals of accessibility, fairness, and efficiency for all families, Equipo Academy will work carefully to ensure thorough advertising, diverse recruitment strategies, and a transparent application process.

### **Interest Forms** (to November 27, 2022)

Up to the opening of the enrollment application window, families may submit an interest form to be contacted when the window opens. Interest forms do not reserve a place in the program or constitute an actual enrollment application for the lottery. Rather, they add the family to an interest list which Equipo Academy staff contacts in the week preceding the enrollment window to inform them of the opportunity to submit an enrollment application. Each family that submits an interest form will receive a phone call or, if an e-mail is provided, an e-mail notifying them of the official enrollment window prior to November 27, 2022.

### **Enrollment Application Window** (5:00 p.m. on November 27, 2022 to 5:00 p.m. on January 29, 2023)

During the enrollment window, parents and guardians of prospective students will have the opportunity to submit an enrollment application for any new student entering grades served by Equipo Academy the following year. Enrollment applications may be completed online, in-person, and by mail.

All interested families will be encouraged to submit an application and the application itself shall be reviewed by counsel to ensure no questions or statements are included that may preclude an eligible student or family from believing they are eligible to apply. All applications, regardless of method, must be received by 5:00 p.m. on January 29, 2023.

### **Lottery** (5:00 p.m. on January 31, 2023)

In the event there are fewer applications than seats available in a grade, or exactly the number of applications as seats available in a grade, all students who submitted an application for that grade will be automatically admitted. In the event there are more applications than seats in a grade, all applications submitted during the enrollment application window will be entered into a lottery following the procedures described in this manual.

### **Registration Window** (12:00 a.m. on February 2, 2023 to 11:59 p.m. on February 22, 2023)

During the registration window all admitted students will have at least 15 days to confirm their enrollment by submitting registration paperwork. Further discussion of the registration window is included in this manual.

### **Late Application/Registration Window** (5:01 p.m. on January 29, 2023 until enrollment full)

Applications submitted after the close of the enrollment window will be timestamped and maintained separately until all applications submitted within the window are either admitted or

entered into a lottery. After such time as those applications are processed, late applications will be processed on a first come, first served basis, following the rules for late applications.

## **During the Enrollment Application Window**

Enrollment window dates will be both highly publicized and clearly defined. All staff and volunteers assisting with or coordinating recruitment will be trained extensively to communicate to families that Equipo Academy is a free public school open to all Nevada residents, that there is no cost to apply or attend Equipo Academy, that there are no academic or other requirements for enrollment, and that the school is built around intensive interventions designed to provide all students, including those who may be ELL or SPED, with a college-prep education.

All applications, whether submitted online, in person, or on paper, will be processed through a leading provider of charter school enrollment application services (SchoolMint) which will allow families to confirm that their applications have been received, to check status of applications after the lottery, and to make a decision to accept or withdraw their seat.

Pursuant to Equipo Academy's founding charter, the school will maintain an enrollment window of no less than 30 consecutive days. Families may apply to Equipo Academy at any time during the Enrollment Window.

### **Online**

Families apply online from a computer, tablet or mobile device. The online application is made available in English and Spanish, and includes a phone number for assistance in the event another translation is needed.

### **In Person**

Families may attend any of five different public recruitment events during the enrollment window to apply using a kiosk or with staff member assistance. Staff members and volunteers will be on hand ready to translate assistance.

### **On Paper**

Families more comfortable with a traditional paper application may download a paper application, obtain one at a local library, or request one by calling Equipo Academy. The paper application will be made available in English and Spanish, and will include a phone number for assistance in the event another translation is needed. Any paper application must be submitted by mail or in person to Equipo Academy before the window closes. For this reason, certified mail is strongly recommended if a paper application cannot be submitted in person.

When a completed application is received through any of these methods the applying family will receive a confirmation of their application sent to the primary parent/guardian e-mail address, if one is provided, for each student application received. If an e-mail address is not provided, the application system will make one attempt to reach the parent/guardian by SMS text to confirm receipt of the application. All applications will note that any parent/guardian who has not received a text or e-mail confirmation of their application well before 5 p.m. on Friday, January

20, 2023 is *strongly* encouraged to contact Equipo Academy using the contact information provided at the time of application to ensure receipt of their application before the lottery.

# Lottery Exemption and Priority Groups

## Students Exempted from Equipo Academy Lottery

Any currently enrolled Equipo Academy student will be exempted from any application or lottery. This exemption is only applicable to currently enrolled Equipo Academy students and does not apply to previously enrolled students or students whose enrollment has been withdrawn due to unknown whereabouts.

When the total number of applications in any grade is less than the number of seats available, all students applying for that grade will be exempted from a lottery and automatically notified of their eligibility to enroll.

Beyond these exemptions, whenever more *new* students have applied for a seat than there are seats available in any grade, all *new* students applying during the enrollment window for seats in those grades will be entered into a lottery.

## Students Given Priority in the Equipo Academy Lottery

As the first college preparatory public charter school for students in East Las Vegas, Equipo Academy is committed to serving underserved students. To maintain this commitment, students seeking enrollment through an Equipo Academy Lottery will be given priority in several defined groups before a general lottery is held. In the event that a student is eligible for multiple priority groups, they will be placed by default in the first priority group that is eligible for enrollment.

### Priority Group 1: Siblings of Current Student

A student applying for a seat at Equipo Academy will be placed in the first priority group if they have a sibling who is currently enrolled in Equipo Academy. Because no students will be enrolled at Equipo Academy at the time of the first lottery, this priority group will not be offered until the second year lottery.

### Proposed Group 2: Current Students/Siblings of Students at a Partner Elementary School

A student applying for a seat at Equipo Academy will be placed in the second priority group if they are a currently enrolled fifth grade student, or sibling of any student, at an elementary school with which Equipo Academy maintains an active articulation agreement for priority enrollment. This definition for a current student/sibling of a student at a partner elementary school leads to two distinct priority groups in the Equipo Academy Lottery.

#### *Priority Group 2A: Actively Enrolled Fifth Grade Students at a Partner Elementary School*

This priority group will include fifth grade students at Futuro Academy who are eligible for promotion to sixth grade to start the 2023-2024 school year. This priority will continue to be

offered each year an articulation agreement is actively in place with Futuro Academy and/or any other partner elementary school.

*Priority Group 2B: Siblings of Any Actively Enrolled Students at a Partner Elementary School*

This priority group will include any rising sixth through twelfth grade siblings of currently enrolled students at an elementary school with an articulation agreement for lottery priority actively in place, including Futuro Academy in the 2023-2024 school year.

**Priority Group 2 3: Children of Employees, Committee to Form, or Board Members**

A student applying for a seat at Equipo Academy will be placed in the second priority group if they are the child of a person who is employed by Equipo Academy, who served on the Committee to Form Equipo Academy, or who is a member of the Governing Body of Equipo Academy at the time of the lottery.

**Priority Group 3 4: Students Considered “At-Risk” Pursuant to NRS 386.500**

A student is considered “at risk” in accordance with NRS 386.500 if the student has either an economic or an academic disadvantage that requires special services or assistance for success in school. NRS 386.500 specifically excludes a disability from qualifying a student to be defined as “at risk”.

Pursuant to NRS 386.580, Equipo Academy intends to prioritize lottery application forms for at risk students under three definitions provided in the statute. These definitions for at risk students were chosen by the Committee to Form Equipo Academy based on the student populations in East Las Vegas most underserved by current public schools options as reflected in achievement and graduation rates.

- Federal Free and Reduced Price Lunch (FRL) Eligibility. To meet this definition of “at risk” a student’s parent or guardian must check on their enrollment application that the student has been found eligible for FRL for the current school year or would be eligible based on the federal guidelines. Any student who is automatically eligible for FRL under federal guidelines due to current confirmed SNAP or other similar program participation may be placed in this priority group automatically. Any student living in a temporary or homeless situation as defined by federal or state regulations (*see* McKinney-Vento Homeless Education Assistance Improvements Act of 2001) is both automatically eligible for free breakfast and lunch and automatically eligible for prioritization in the Equipo Academy lottery. Staff and volunteers working on enrollment will be trained to help advise families on whether they can confirm their student’s eligibility for FRL.
- Classification as an English Language Learner (ELL). To meet this definition of “at risk”, a student must be currently classified as or eligible to be considered ELL on enrollment. A parent or guardian may check on their student's enrollment application that they have received a determination letter of English Language Learner status from the student’s current school or that English is not the primary language spoken at the student’s home and the student may qualify for ELL services on their enrollment.

Additionally, NRS 386.580(2)(e) allows that when a school is “located within an area that the sponsor determines includes a high percentage of children who are at risk”, lottery application forms may be prioritized for any student living within two miles of the charter school.

- Parent/Guardian Residence Within 2 Miles of Equipo Academy. To meet this definition of “at-risk”, a parent/guardian must provide proof of address within a 2 mile radius of Equipo Academy. Proof of address may include a power, water, or gas bill or a rental/lease or mortgage/escrow statement. If a student is living with a friend or relative due to economic hardship, a parent/guardian may bring a notarized letter signed by the property owner or lease holder stating that the student is currently residing at their residence. A family without a current address due to a temporary or homeless situation who is attending a district school within two miles of Equipo Academy or who is residing within two miles of Equipo Academy will also be eligible for this priority group.

The above definitions for an “at risk” student lead to three distinct priority groups in the Equipo Academy Lottery.

*Priority Group 3 4A: “At Risk” and Living within Two Miles of Equipo Academy*

A student applying for a seat at Equipo Academy will be placed in the 3 4A priority group if a parent/guardian has confirmed FRL status/eligibility (or automatic FRL status) or ELL classification/eligibility, and proof of residence within two miles of Equipo Academy or is currently considered to be living in a temporary or homeless situation.

*Priority Group 3 4B: “At Risk” and Living More than Two Miles from Equipo Academy*

A student applying for a seat at Equipo Academy will be placed in the 3 4B priority group if a parent/guardian has confirmed FRL status/eligibility (or automatic FRL status) or ELL classification/eligibility, but proof of residence shows that they live more than two miles from Equipo Academy.

*Priority Group 3 4C: Not “At Risk” but Living within Two Miles of Equipo Academy*

A student applying for a seat at Equipo Academy will be placed in the 3 4C priority group if a parent/guardian has not provided proof of FRL status (or automatic FRL status) and not provided proof of ELL classification, but proof of residence does confirm that the student lives within two miles of Equipo Academy.

**General Lottery Group**

After students in each priority group have been selected for enrollment or placed on a wait list, remaining lottery application forms in a general lottery group will be selected for enrollment or placed on a wait list.

# Lottery Procedures

## The Lottery

The 2023-2024 Equipo Academy Lottery will be held on January 31, 2023, at 5 p.m. at Equipo Academy's main office. Equipo Academy is committed to conducting an accessible, fair, and efficient lottery system that follows all procedures outlined here and allows all families time to make the best choices for their children.

The lottery will be conducted electronically by school staff under the observation of a third-party auditor who will certify the results. All lists will be printed, dated, and time-stamped for official record-keeping. Out of respect for the privacy of all families, the Equipo Academy school lottery may be closed to the public, if permitted by the school sponsor and state law and regulations. Certified records of the lottery will be maintained in the main office for inspection by the school sponsor and/or State Department of Education.

To ensure a successful lottery, Equipo Academy will organize a public practice of the lottery procedure including all staff and the third-party auditor at least five days prior to the actual lottery.

## Sibling Policies

If a parent/guardian submits an enrollment application for a new student/s who has a sibling (including a half-sibling, step-sibling, legally adopted sibling or children in a foster home) currently enrolled at Equipo Academy, the applying student/s will be placed in the sibling priority group.

Anytime a parent/guardian submits enrollment applications for new students who are siblings, even if they do not have a currently enrolled sibling, they will have two choices.

- **Submit separate applications.** This procedure is intended for families who want the maximum opportunities for *any* of their children to be admitted in the lottery and are willing to enroll even if only some of their children are admitted. Each student will have their own chance at admission through the lottery, but it is possible one student may be selected and another may be placed on the wait list.
- **Submit a sibling group application.** This procedure is intended for families who want all of their children to be admitted together and who are *only* willing to enroll if all of their children are admitted. In this option, all students will be submitted under one name and the parent may choose which of the children's grades to enter under. If the entered name is selected for that grade-level, all siblings will be placed in their respective grades or may be placed at the top of the grade's wait list if the grade is already full.



By default, the “submit separate applications” choice will be applied to sibling applications unless a parent specifically indicates an interest in a sibling group application.

## After the Lottery

Once Equipo Academy lottery results have been certified by a third-party auditor, staff will send electronic and paper notifications to all families who applied.

### Notification Letters (Admitted Students)

Following the lottery, electronic or paper notification letters will be sent to all admitted families on February 1, 2023. Letters will include a registration packet/form, a website link, and a phone number that families may contact to confirm their intent to enroll and register by 11:59 p.m. on February 22, 2023. A family may respond through any of the three methods. Following similar procedures for traditional district schools of choice in Clark County, a parent/guardian must return a response letter, respond online, or respond by phone to confirm their intent to enroll within 15 days of the notification letters being sent. To ensure every parent/guardian is fairly notified, multiple means of communication will be used as outlined below.

| By February 2, 2023  | By February 9, 2023   | By February 17, 2023   |
|--|---|--|
| <u>First Notification</u><br>Electronic or paper notification letters sent to all admitted families. | <u>Second Notification</u><br>Phone calls will be made to all admitted families who have not responded to notification letters. | <u>Third and Final Notification</u><br>Postal mail letters sent to all admitted families whose electronic letters have bounced or phone numbers have failed. |

If the parent/guardian of an admitted student responds that they no longer intend to enroll, they will be removed from the admitted student list so the seat may be offered to a student on the wait list. On February 23, 2023 at 12:00 a.m., any admitted students who have not responded expressing their interest in the three notifications will be removed from the admitted students list so the seat may be offered to a student on the wait list.

In the event that a parent/guardian of an admitted student communicates interest in enrollment to the Equipo Academy school leader but is unable to confirm an intent to enroll (ie. due to a difference of opinion in a shared custody arrangement or other special circumstance) the school leader may choose to hold a place beyond February 22, 2023 while awaiting further instruction (ie. from outside counsel or a family court).

### Notification Letters (Wait List Students)

Following the lottery, electronic or paper notification letters will be sent to all wait list families on February 3, 2023. Letters will include a response form/card, a website link, and a phone number that families may contact to confirm their interest in remaining on the Equipo Academy wait list by 11:59 p.m. on February 18, 2023. Following similar procedures for traditional district schools of choice in Clark County, a parent/guardian must return a response card, respond online, or respond by phone to confirm their interest in remaining on the waitlist within 15 days of the

notification letters being sent. To ensure every parent/guardian is fairly notified, multiple means of communication will be used as outlined below.

| By February 3, 2023   | By February 10, 2023   | By February 18, 2023  |
|---|--|---|
| <u>First Notification</u><br>Electronic or paper notification letters sent to all wait list families. | <u>Second Notification</u><br>Phone calls will be made to all wait list families who have not responded to notification letters. | <u>Third and Final Notification</u><br>Postal mail letters sent to all wait list families whose electronic letters have bounced or phone numbers have failed. |

If the parent/guardian of student on the wait list responds that they are no longer interested in enrolling, they will be removed from the wait list. On February 19, 2023 at 12:00 a.m., any students on the wait list who have not responded expressing their interest in the three notifications will be removed from the wait list prior to open spots being assigned.

In the event that a parent/guardian of a wait list student communicates interest in enrollment to the Equipo Academy school leader but is unable to confirm their interest in the wait list (ie. due to a difference of opinion in a shared custody arrangement or other special circumstance) the school leader may choose to keep them on the wait list beyond February 2023 while awaiting instruction (ie. from outside counsel or a family court).

**Placement of Students from Wait List**

On February 23, 2023, Equipo Academy staff will begin to send electronic or paper notification letters to wait list families who submitted applications for the lottery but were not offered seats, following the random lottery order in which they were drawn during the lottery after all seats were filled. Letters will include a response card, a website link, and a phone number that families may contact to confirm their interest in remaining on the Equipo Academy wait list. Following similar procedures for traditional district schools of choice in Clark County, a parent/guardian must return a response card, respond online, or respond by phone to confirm their intent to enroll within 15 days of the notification letters being sent.

| By February 25, 2023   | By March 3, 2023  | By March 8, 2023   |
|--|---|--|
| <u>First Notification</u><br>Electronic or paper notification letters sent to all admitted families. | <u>Second Notification</u><br>Phone calls will be made to all admitted families who have not responded to notification letters. | <u>Third and Final Notification</u><br>Postal mail letters sent to all admitted families whose electronic letters have bounced or phone numbers have failed. |

If the parent/guardian of admitted student responds that they are no longer interested in enrolling, they will be removed from the admitted student list so the seat may be offered to another student on the wait list. On March 14, 2023 at 12:00 a.m., any admitted students who have not responded

expressing their interest in the three notifications will be removed from the admitted students list so the seat may be offered to a student on the wait list.

In the event that a parent/guardian of an admitted student communicates interest in enrollment to the Equipo Academy school leader but is unable to confirm an intent to enroll (ie. due to a difference of opinion in a shared custody arrangement or other special circumstance) the school leader may choose to hold a place beyond March 14, 2023 while awaiting instruction (ie. from outside counsel or a family court).

### **New Applicants after Close of Enrollment Application Window**

Enrollment applications received after 5:00 p.m. on January 29, 2023, will be considered late and will not be included in the lottery. Late applications will be date and time-stamped and will be placed in open seats after the lottery is conducted on a first-come, first-served basis. Once all open seats have been filled, interest forms will be added to the wait list on a first-come, first-served basis, as is the practice at best in class charter schools across the nation. Additional clarifications on first-come, first-served policy can be found further in this section.

### **Remaining Open Seats**

Any seats still open after the first enrollment window will be filled through ongoing outreach and recruitment events as needed after the first enrollment window closes. When a family is identified or expresses interest in enrollment procedures will be followed for new applicants after the deadline for lottery stated above.

### **Seats that Open After Enrollment**

In the event that an admitted student completes an intent to enroll form but later

- ➔ Notifies Equipo Academy of their intent to decline enrollment.
- ➔ Enrolls at another school and must be withdrawn pursuant to NRS 387.200, 387.215.
- ➔ Does not complete enrollment (No Showed due to unknown whereabouts), is not present on date of enrollment, or otherwise does not become an enrolled pupil as defined by NAC 387.050.

The open seat created by the student will be offered to the next student on the wait list or, if no wait list exists, to the first eligible student whose parent/guardian completes enrollment for them to attend Equipo Academy.

### **First Come First Served**

For the purposes of first come, first-served policies, order will be determined by whichever of the following is applicable.

- Time-stamp of online form or e-mail entry.
- Time of mail delivery for the day.
- Time-stamp at main office for in-person forms.

If multiple applications are received at exactly the same time on a first-come, first-served basis (ie. identical timestamps or several letters in a single mail delivery) then each of the applications will be entered into the electronic lottery software to randomly generate an order. Results will be printed and kept for record-keeping.

### **Wait List Enrollment**

For the purposes of maintaining an accurate wait list, Equipo Academy staff will conduct a wait list interest check at the beginning of each month starting in May 2023 to determine students on the wait list ready to enroll, to verify the grade-level they are enrolling in (in the event they have fallen behind in credits), and to identify students no longer interested in enrollment. Students who respond to outreach at the first of each month that they are still interested in enrollment will continue advancing up the wait list as spaces become available. Students responding that they are no longer interested in enrollment will be removed from the wait list. Students not responding will be held at their position on the wait list until they respond but other applicants immediately behind them may be offered seats so long as they have not responded.

LAND AND BUILDING LEASE AGREEMENT

LANDLORD:

EQUIPO ACADEMY,  
a Nevada non-profit corporation

TENANT:

BATTLE BORN ACADEMY,  
a Nevada non-profit corporation

PREMISES LOCATION:

4201 East Bonanza Road  
Las Vegas, NV 89110

LAND AND BUILDING LEASE AGREEMENT  
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Exhibit “A” - Legal Description of Real Property

## LAND AND BUILDING LEASE AGREEMENT

This Land and Building Lease Agreement (this “*Lease*”), dated for reference purposes only as of April 4, 2022, is made by and between EQUIPO ACADEMY, a Nevada nonprofit corporation (“*Landlord*”) and BATTLE BORN ACADEMY, a Nevada nonprofit corporation (“*Tenant*”), with reference to the recitals set forth below.

### RECITALS

A. Landlord is the lessee, pursuant to that certain Lease Agreement dated October 5, 2021 with Premier Educational Facilities LLC, as landlord, of that certain real property, together with all the improvements now or subsequently located thereon and all easements, rights, privileges and appurtenances thereunto belonging, including an approximately 23,840 square foot building with portions suitable for occupancy by public school students and staff attending a public charter school (the “*Building*”) and portions to be improved and refitted by Landlord and then Tenant pursuant to a mutually agreeable scope of work (the real property and any such improvements and appurtenances to be referred to herein collectively as the “*Premises*”). The legal description of the real property is attached hereto and incorporated herein as Exhibit “A,” and the Premises shall be located at 4201 East Bonanza Rd, Las Vegas, Nevada 89110, and forms the northern portion of Clark County Assessor Parcel No. 140-31-501-003. Premises to be leased include all existing instructional facilities, their existing parking spaces, and unrestricted, shared access to drives for ingress and egress of students and staff to be established in the agreed scope of work.

B. Landlord desires to sublease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord pursuant to the provisions of this Lease.

### 1. PREMISES

#### 1.1. Lease

Landlord hereby leases the Premises to Tenant, and Tenant hereby rents the Premises from Landlord, subject to the terms and conditions herein. Such lease is upon, and subject to, the terms, covenants and conditions herein set forth, and each party covenants, as a material part of the consideration for this Lease, to keep and perform their respective obligations under this Lease.

#### 1.2. Tenant Improvements (Landlord’s and Tenant’s Work)

Before delivery of Premises to Tenant, Landlord agrees that Landlord, at its own expense and cost, shall construct and complete certain tenant improvements referred to as “*Landlord’s Work*” (as mutually agreed to by Landlord and Tenant in a separate writing that will reference this Lease) with diligence and in accordance with all the plans and specifications referenced in such writing and in compliance with applicable laws, regulations and ordinances. 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. Tenant agrees to allow Landlord and Landlord’s construction workers access to Premises to conduct Landlord’s Work.

After delivery of Premises to Tenant, Landlord agrees that Tenant, at its own expense and cost, may further construct and complete certain tenant improvements referred to as “*Tenant’s Work*” (as mutually agreed to by Landlord and Tenant in a separate writing that will

reference this Lease) with diligence and in accordance with all the plans and specifications referenced in such writing and in compliance with applicable laws, regulations and ordinances. Upon completion of Tenant's Work, Tenant shall provide to Landlord "as built" plans, copies of all construction cost schedules, construction contracts, building permits, inspection reports and proof of payment of all labor and materials. Landlord agrees to allow Tenant and Tenant's construction workers access to Premises to conduct Tenant's Work.

1.3. Warranty of Landlord's and Tenant's Work

Upon the completion of Landlord's Work, Landlord will warrant to Tenant that the completed work is in compliance with all governmental laws, ordinances and codes (including, without limitation, all building codes and zoning ordinances) applicable to the Building for the use described in paragraph 4 hereof and that the roof, structural walls, plumbing, fire sprinkler system, lighting, heating, ventilation and air conditioning systems and electrical systems in the Premises, shall be in good operating condition as of the date of the completion of Landlord's Work and during the initial twelve (12) months of the Term. In the event of a non-compliance with such warranty, Landlord shall, except as otherwise provided in this Lease, promptly after receipt of written notice from Tenant setting forth the nature and extent of such non-compliance, rectify same at Landlord's cost and expense. Further, in connection with the construction of the Building and the items of Landlord's Work, Landlord shall obtain customary warranties and guaranties from the contractor(s) performing such work and/or the manufacturers of equipment installed therein, but shall be under no obligation to incur additional expense in order to obtain or extend such warranties. If Tenant is required to make repairs to any component of the Premises or any of its systems not covered by the Landlord's warranty contained in this Section 1.3 but for which Landlord has obtained a contractor's or manufacturer's warranty, then Landlord shall, upon request by Tenant, use its good faith efforts to pursue its rights under any such warranties for the benefit of Tenant. Tenant's acceptance of the Premises shall be subject to the foregoing and to the provisions of this Lease.

Upon the completion of Tenant's Work, Tenant will warrant to Landlord that the Building is or continues to be in compliance with all governmental laws, ordinances and codes (including, without limitation, all building codes and zoning ordinances) applicable to the Building for the use described in paragraph 4 hereof and that the roof, structural walls, plumbing, fire sprinkler system, lighting, heating, ventilation and air conditioning systems and electrical systems in the Premises, shall be in good operating condition as of the date of the completion of Tenant's Work and during the initial twelve (12) months of the Term. In the event of a non-compliance with such warranty, Tenant shall, except as otherwise provided in this Lease, promptly after receipt of written notice from Landlord setting forth the nature and extent of such non-compliance, rectify same at Tenant's cost and expense. Further, in connection with the construction of the Building and the items of Tenant's Work, Tenant shall obtain customary warranties and guaranties from the contractor(s) performing such work and/or the manufacturers of equipment installed therein, but shall be under no obligation to incur additional expense in order to obtain or extend such warranties. If Landlord is required to make repairs to any component of the Premises or any of its systems not covered by the Tenant's warranty contained in this Section 1.3 but for which Tenant has obtained a contractor's or manufacturer's warranty, then Tenant shall, upon request by Landlord, use its good faith efforts to pursue its rights under any such warranties for the benefit of Landlord. Landlord's approval of any Tenant work completed on the Premises shall be subject to the foregoing and to the provisions of this Lease.

For the avoidance of doubt, if and to the extent the Tenant's Work does not materially affect or amend all or a portion of the roof, structural walls, plumbing, fire sprinkler system, lighting, heating, ventilation and air conditioning systems and electrical systems, then the first paragraph above shall be the controlling provision, and the warranties and covenants in the second paragraph shall not apply. (For example, if the Landlord were responsible for the HVAC system under the first paragraph, and Tenant's Work involved no material work on or impacting the HVAC system, then the Landlord's warranty above would control, meaning any HVAC repair needed in month 10 of the Term would be the Landlord's obligation to procure.)

1.4. Contingency

The effectiveness of this Lease is contingent on the procurement by the Parties of a Special Use Permit from the City of Las Vegas (and any related permits/approvals), to enable Tenant to use and operate the Premises as a charter school with one or more primary school grades.

**2. TERM**

2.1. Primary Term

This Lease shall be effective (the "Effective Date") as of the date of full execution and delivery of same by Landlord and Tenant. The "Delivery Date" shall be July 1, 2022. The "Commencement Date" shall be July 1, 2022. In preparation for Delivery Date and after substantial completion of Landlord's Work (described under Section 1.3), Landlord will provide storage and administrative access to the Premises for the completion of Tenant's Work. This storage and administrative access may precede the final Commencement and Delivery Date. The expiration date of the term (the "Term") shall be June 30, 2023. On or after the Commencement Date, a Memorandum of Lease, the form of which is mutually agreeable to the parties, may be recorded by Tenant. The primary term may, on the agreement of both parties, be extended with similar terms up to one (1) additional year if so agreed on or before January 1, 2023.

2.2. Surrender of Premises

On the expiration or earlier termination of this Lease, Tenant shall quit and surrender the Premises, together with all alterations, vacant and free of all tenancies and any leasehold rights therein and in good condition and repair, normal wear and tear and depreciation arising from lapse of time without fault or liability of Tenant, including without limitation damage by fire or other casualty as well as condemnation excepted. Tenant shall (i) remove all Tenant's equipment (excluding telecommunications wiring and cabling), trade fixtures, furniture, supplies, wall decorations and other personal property from the Premises in accordance with Section 6.3; (ii) surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent; and (iii) inform Landlord of all combinations of locks, safes and vaults, if any, in the Premises. If Tenant does not do so, then after expiration of this Lease, it will be a tenancy at will upon the applicable conditions of this Lease. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease.

2.3. Option to Purchase

Tenant is given no option to purchase the premises in this agreement.

**3. BASE MONTHLY RENT**

3.1. Net-Net-Net Lease

This is a net-net-net lease. Except as otherwise specifically set forth in this Lease (e.g., in Section 1.3), it is the intention of Landlord and Tenant that the “*Base Monthly Rent*” and all other sums and charges provided herein shall be absolutely net to Landlord, and that Tenant shall pay, as additional rent, all costs, charges, obligations, assessments, and expenses of every kind and nature against or relating to the Premises or the use, occupancy, area, possession, leasing, operation, management, maintenance or repair thereof, which may arise or become due during the term hereof, or which may pertain to this transaction, whether or not now customary or within the contemplation of the parties hereto, and which, except for the execution and delivery of this Lease, would have been payable by Landlord. As set forth in Section 5.4, Landlord shall promptly apply for any applicable ad valorem property tax exemption that may be allowed by Law. In the event such ad valorem property tax exemption is not granted under Tenant’s use of the premises, the amount of Taxes shall be added as additional rent to be paid by Tenant. The foregoing is meant to clarify the benefit derived by the Tenant and provided by law, it being understood that rent paid by Tenant is the Base Monthly Rent (as defined below) and the additional rent set forth herein and that the benefit derived by any property tax exemption shall be applied against the additional rent otherwise due but for the exemption.

3.2. Base Monthly Rent

Tenant shall pay to Landlord as base monthly rent (“*Base Monthly Rent*”) the sum set forth below. Base Monthly Rent shall be payable by Tenant to Landlord in advance in equal monthly installments commencing upon the Commencement Date and on the first day of each calendar month thereafter, without prior notice, invoice, demand, deduction, or offset whatsoever. Landlord shall have the right to accept all rent and other payments, whether full or partial, and to negotiate checks and payments thereof without any waiver of rights, irrespective of any conditions to the contrary sought to be imposed by Tenant. All rent shall be paid to Landlord at the address to which notices to Landlord are given, or directly to an account designated in writing by Landlord. Base Monthly Rent for any partial month shall be prorated based upon a thirty (30) day month. Any amounts payable by Tenant to Landlord under this Lease other than Base Monthly Rent shall be designated as “*Additional Rent*”.

The Base Monthly Rent for the first Lease Year shall be the greater of **fourteen percent (14%) of all per pupil revenue the Tenant receives from the State of Nevada** currently under the Pupil Centered Funding Plan or **Fifteen Thousand (\$15,000)**.

Should this lease be extended to an additional year, on the first day of the second Lease Year and at the commencement of any Lease Year thereafter, the Base Monthly Rent will be the greater of (i) the prior year average Base Monthly Rent paid increased by the Increase in the Index (both as defined below) or (ii) fourteen percent (14%) of the per pupil revenue the Tenant receives from the State of Nevada currently under the Pupil Centered Funding Plan. As used herein “*Index*” shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers for the U.S. City Average for All Items (on the basis 1982-1984 = 100). If the format or components of the Index are materially changed after the execution of the Lease, Landlord shall substitute an index which is published by the Bureau of Labor Statistics or similar agency in Landlord’s sole and absolute discretion. Landlord shall notify Tenant of the substituted index, which shall be used to calculate the increase in the Base Monthly Rent. The “*Increase*” shall mean the percentage increase in the Index for the twelve (12) month

period ending two (2) months before the date on which the increase in Base Monthly Rent is to be effective. For example, if the Base Monthly Rent is to be increased effective April 1, 2023, then the Increase shall be calculated based on the increase in the Index from February 2022, to February 2023.

Notwithstanding the foregoing, as inducement for Tenant to enter into this Lease, Landlord agrees that Tenant’s obligation to pay the Base Monthly Rent shall not commence until July 1, 2022.

**4. USE OF THE PREMISES; COMPLIANCE**

4.1. Use of the Premises

Tenant shall use the Premises for the operation of a charter school, as authorized by the laws of the State of Nevada, and for such uses as may be contemplated under the relevant laws and regulations. Notwithstanding any provision in this Lease to the contrary, it is expressly acknowledged by Landlord that this Lease contains no implied or express covenant for Tenant to conduct business in the Premises, continuously or otherwise, or to operate during any particular hours or in any particular manner. Furthermore, subject to Section 1.4, Landlord represents to Tenant that as of the Commencement Date, the Premises are located within a zoning and land use classification which permits Tenant’s intended use of the Premises.

4.2. Compliance

As of the Commencement Date, Landlord represents that the Premises comply in all material respects with all applicable statutes, ordinances, rules, regulations, orders, covenants, restrictions of record, and requirements in effect which regulate the use of the Premises, including without limitation, the Americans with Disabilities Act. Subject to Landlord’s representation, Tenant, at Tenant’s sole expense, promptly shall comply with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the use by Tenant of the Premises, including without limitation all applicable requirements of the Nevada State Public Charter School Authority and State of Nevada laws and regulations.

**5. PROPERTY TAXES, OTHER CHARGES, ASSESSMENTS AND UTILITIES**

5.1. Tenant’s Required Payments

Except as stated in Section 5.4, Tenant shall, commencing on the Commencement Date, (i) pay all “*Property Taxes*” (as defined in Section 5.1.1) and “*Other Charges*” (as defined in Section 5.1.2) that accrue during or are otherwise allocable to the term of this Lease; and (ii) concurrently provide Landlord with evidence of payment thereof. Property Taxes and Other Charges together are referred to herein as “*Taxes*.”

5.1.1. “*Property Taxes*” shall mean all taxes, assessments, excises, levies, fees, and charges (and any tax, assessment, excise, levy, fee, or charge levied wholly or partly in lieu thereof or as a substitute therefor or as an addition thereto) of every kind and description, general or special, ordinary or extraordinary, foreseen or unforeseen, secured or unsecured, whether or not now customary or within the contemplation of Landlord and Tenant, that are levied, assessed, charged, confirmed, or imposed on or against, or otherwise with respect to, the Premises or any part thereof or any personal property used in connection with the Premises. It is the intention of Landlord and

Tenant that all new and increased taxes, assessments, levies, fees and charges be included within the definition of Property Taxes for the purpose of this Lease.

5.1.2. “*Other Charges*” shall mean all taxes, assessments, excises, levies, fees, and charges (including common area maintenance charges, charges relating to the cost of providing facilities or services), whether or not now customary or within the contemplation of Landlord and Tenant, that are levied, assessed, charged, confirmed, or imposed upon, or measured by, or reasonably attributable to (a) the Premises; (b) the cost or value of Tenant’s furniture, fixtures, equipment, or personal property located in the Premises or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, regardless of whether title to such improvements is vested in Tenant or Landlord; (c) Base Monthly Rent and additional rent payable under the Lease, including, if applicable, Property Taxes, Other Charges, insurance, maintenance, and other costs incurred by Tenant by which Landlord may benefit, including sales and use tax, but excluding any gross income tax or excise tax levied by any public or government authority with respect to the receipt of any such rents and costs; and (d) the possession, leasing, operation, management, maintenance, alteration, repair, use, or occupancy by Tenant of the Premises.

5.2. Payments Not Required by Tenant

Tenant shall not be required to pay (i) any state or federal income or franchise taxes of Landlord, (ii) any state or federal estate, succession, inheritance, or transfer taxes of Landlord, or (iii) any environmental assessments, charges or liens arising in connection with the remediation of Hazardous Materials from the Premises or Land, the causation of which arose prior to the Delivery Date of this Lease, or to the extent caused by Landlord or a third party or its/their agents, employees or contractors; (iv) any assessments levied prior to the Delivery Date for the purpose of funding any portion of the costs of construction; or (v) any increase of, or reassessment in, real property taxes and assessments resulting from any sale, transfer, or other change in ownership of the Land during the Lease Term or from major alterations, improvements, modification or renovations to the Building.

5.3. Assessments

If any assessment for a capital improvement made by a public or governmental authority shall be levied or assessed against the Premises, and the assessment is payable either in a lump sum or on an installment basis, then Tenant shall have the right to elect the basis of payment; provided, however, throughout the entire term of this Lease, (i) Tenant shall only pay those assessments (or portions thereof) that accrue during or are otherwise equitably allocable to the term of this Lease and (ii) if the assessment reasonably renders the Premises unaffordable, Tenant may elect to terminate this Lease in lieu of satisfying such assessment.

5.4. Property Tax Exemption.

Landlord and Tenant acknowledge that, pursuant to NRS 361.096(1), the Premises are eligible for exemption from ad valorem taxation as of the Lease Date based upon its permitted use under the education exemption granted (lease of property to a public charter school), and that otherwise ad valorem taxes would be payable as additional rent under Section 3 and under this Section 5, payable by Tenant. 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. The parties agree to cooperate to obtain and maintain such exemption, at the expense of Landlord. Notwithstanding the foregoing, should there come due during the term of this Lease Property Taxes or Other Charges (whether as a result of a change in law or interpretation or otherwise, and whether not in lieu of ad valorem taxes), Tenant shall pay, prior to delinquency, all such Property Taxes and Other Charges as additional rent. Tenant agrees to use its best efforts in assisting Landlord with obtaining any and all ad valorem property tax exemptions, including without limitation, by submitting information and executing documents as may be reasonably requested by Landlord and shall otherwise reasonably cooperate with Landlord in obtaining same.

5.5. Utility Payments

Tenant shall promptly pay when due all charges for water, gas, electricity, and all other utilities furnished to or used upon the Premises, including all charges for installation, termination, and relocations of such service. Landlord, at its option, may require Tenant to furnish Landlord with evidence of payment of such charges.

5.6. Tenant’s Right to Contest Utility Charges, Contest Taxes and Seek Reduction of Assessed Valuation of the Premises

Subject to section 5.1, Tenant, at Tenant’s sole cost and expense, shall have the right, at any time, to seek a reduction in the assessed valuation of the Premises or to contest any taxes or utility charges that are to be paid by Tenant; provided however, Tenant shall (i) give Landlord written notice of any such intention to contest at least thirty (30) days before any delinquency could occur;(ii) indemnify and hold Landlord harmless from all liability on account of such contest; (iii) take such action as is necessary to remove the effect of any lien which attached to the Premises or the improvements thereon due to such contest, or in lieu thereof, at Landlord’s election, furnish Landlord with adequate security for the amount of the Taxes due plus interest and penalties; and (iv) in the event of a final determination adverse to Tenant, prior to enforcement, foreclosure or sale, pay the amount involved together with all penalties, fines, interest, costs, and expenses which may have accrued. Tenant may use any means allowed by statute to protest Taxes or utility charges as defined in this Section 5 as long as Tenant remains current as to all other terms and conditions of this Lease. If Tenant seeks a reduction or contests any Taxes or utility charges, the failure on Tenant’s part to pay the Taxes or utility charges shall not constitute a default as long as Tenant complies with the provisions of this Section.

5.7. Landlord Not Required to Join in Proceedings or Contest Brought by Tenant

Subject to section 5.1, Landlord shall not be required to join in any proceeding or contest brought by Tenant unless the provisions of the law require that the proceeding or contest be brought by or in the name of Landlord or the owner of the Premises. In that case, Landlord shall join in the proceeding or contest or permit it to be brought in Landlord’s name as long as Landlord is not required to bear any cost. Tenant, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered, together with all costs, charges, interest, and penalties incidental to the decision or judgment.

5.8. Tax Period and Adjustment of Taxes

Subject to sections 5.1, 5.4 and applicable provisions of Nevada law, for the purpose of this Lease, the calculation of Taxes payable by Tenant for any particular Lease Year shall be based upon the Taxes actually due and payable in accordance with applicable law during

such Lease Year even though such Taxes may relate to a different period of time (such as the taxing authority's fiscal year). For example, if Taxes are payable on or before September 30 of each year with respect to the fiscal period beginning on the immediately preceding July 1 and ending on the immediately succeeding June 30, then, for all purposes of this Lease, Taxes for Lease Year "X" refers to the Taxes due and payable on September 30 of such Lease Year even though the same may relate in part to both such Lease Year and the succeeding Lease Year. The parties hereby understand that, notwithstanding the foregoing, Taxes payable by Tenant in accordance with the terms of this Lease shall be appropriately adjusted for any partial Lease Year.

5.9. Monthly Installments of Property Taxes

In the event Tenant fails to timely pay an installment of Taxes due, then at Landlord's option, at any time upon written notice to Tenant and without in any way limiting Tenant's obligations under this Lease, Property Taxes shall be paid by Tenant as additional rent to Landlord in monthly installments for the remaining Term of this Lease on the same day that Base Monthly Rent is due hereunder. Such monthly installments shall be an estimated amount equal to one-twelfth (1/12) of the Property Taxes for the immediate preceding year, subject to adjustment when the actual amount of Property Taxes is determined. At such time as the actual amount of Property Taxes is determined, Landlord shall furnish to Tenant a statement indicating the actual amount of Property Taxes. Within thirty (30) days after receipt of such statement by Tenant, Tenant shall pay to Landlord any deficiency due. Any surplus paid by Tenant shall, at Tenant's option, be credited against the next installment(s) of Base Monthly Rent or other charges due from Tenant or be refunded to Tenant forthwith. Landlord's obligation to refund any surplus of Property Taxes paid by Tenant pursuant to this Section 5 shall survive expiration or termination of this Lease.

**6. FURNITURE, FIXTURES AND EQUIPMENT**

6.1. Furniture, Fixtures, and Equipment

During the term Tenant may, at Tenant's expense, place or install such furniture, trade fixtures, equipment, machinery, furnishings, face plates of signage and other articles of movable personal property (collectively, "*Tenant's Personal Property*") on the Premises as may be needed for the conduct of Tenant's business. It is expressly understood that the term "*Tenant's Personal Property*" as used herein shall in no event extend to leasehold improvements, fixtures or similar "vanilla shell" items such as light fixtures, HVAC equipment, or other fixtures and equipment which are permanently affixed to the Premises.

6.2. Landlord's Lien Waiver

Landlord acknowledges Tenant's right to finance and to secure under the Uniform Commercial Code, inventory, furnishings, furniture, equipment, machinery, leasehold improvements and other personal property located in or at the Premises, and Landlord agrees to execute waiver forms releasing liens in favor of any purchase money seller, lessor or lender who has financed or may finance in the future such items. Without limiting the effectiveness of the foregoing, provided that no default shall have occurred and be continuing, Landlord shall, upon the request of Tenant, and at the Tenant's sole cost and expense, execute and deliver any instruments necessary or appropriate to confirm any such grant, release, dedication, transfer, annexation or amendment to any person or entity permitted under this paragraph including landlord waivers with respect to any of the foregoing.

6.3. Removal of Tenant's Personal Property at Expiration of Lease

At the expiration or earlier termination of the Lease, providing there is no material uncured Event of Default, Tenant's Personal Property may be removed at the option of Tenant. In the alternative, at the expiration or earlier termination of the Lease, Landlord may require Tenant to remove Tenant's Personal Property within a reasonable time following receipt of written notice from Landlord. Tenant immediately shall make such repairs and restoration of the Premises as may be necessary to repair any damage to the Premises from the removal of Tenant's Personal Property, provided that Landlord does not intend to demolish the Premises at the expiration or termination of this Lease. Any of Tenant's Personal Property not so removed shall be deemed abandoned, and Landlord may cause such property to be removed from the Premises and disposed of, but the reasonable cost of any such removal shall be borne by Tenant. The provisions of this paragraph shall survive the expiration or termination of this Lease. Notwithstanding the foregoing, Landlord recognizes that the State of Nevada has a right to retrieve Tenant's Personal Property that was purchased by Tenant from funds received from the State of Nevada should Tenant dissolve or Tenant's operation is otherwise terminated. Landlord agrees that in the event Tenant should cease operating or otherwise default under this Lease, Landlord will cooperate with the Nevada Department of Education ("*Department*"), including providing the Department reasonable access to the Premises to retrieve Tenant's Personal Property that was purchase with funds received from the State of Nevada.

6.4. Right to Affix Signs

Tenant shall have the right to decorate the Premises and affix signs customarily used in its business upon the windows, doors, interior and exterior walls of the Premises. Landlord shall install those pylon and/or monument free-standing signs that constitute a portion of Landlord's Work, if any. Upon the expiration or earlier termination of the Lease, Tenant shall remove its signage plates within a reasonable time following receipt of written notice from Landlord. Tenant promptly shall make such repairs and restoration of the Premises as are necessary to repair any damage to the Premises from the removal of the signs.

6.5. Limitation on Landlord

Landlord acknowledges that Tenant shall have exclusive possession and control of the Premises during the Term of this Lease, therefore, Landlord shall have no right to place or install any Landlord-revenue generating improvements, signage or equipment on the Premises, including but not limited to, new cell towers, communication devices, public telephones, newspaper machines or vending machines.

**7. MAINTENANCE AND REPAIRS OF THE PREMISES**

7.1. Maintenance and Repair of the Premises

The Building shall be maintained and repaired to the standard of similarly-situated and -developed school buildings in the geographical area of the Building and in compliance with all applicable laws and regulations.

7.1.1. Tenant shall, at all times during the Term hereof and at Tenant's sole cost and expense, keep the Premises and Building and every part thereof in good and sanitary condition and repair. Without limiting the generality of the foregoing:

7.1.1.1. Tenant shall maintain in good condition and to the highest standard of cleanliness its signs (whether within or outside of the Premises), metal work, walls, partitions, floors, doors and the interior and exterior of all windows in the Premises.

7.1.1.2. Tenant shall provide its own janitorial service at its sole cost and expense. Tenant shall store all refuse and other waste materials within the Premises in closed containers and shall cause such refuse and waste materials to be removed from the Premises daily to such location in the Building as may be designated from time to time by Landlord. Tenant shall not place or discard waste materials in any part of the Building, except the designated collection area.

7.1.1.3. Tenant shall retain the services of a licensed pest control contractor to maintain the Premises free of rodents, roaches and other vermin and to maintain in the same condition adjacent areas affected by rodents, roaches and other vermin attracted to the Premises.

7.2. Obligation to Keep the Premises Clear

Tenant shall keep the Premises, including sidewalks adjacent to the Premises and loading area allocated for the use of Tenant, clean and free from rubbish and debris at all times. Tenant shall store all trash and garbage within the Premises and arrange for regular pickup and cartage of such trash and garbage at Tenant's expense.

## **8. ALTERATIONS AND IMPROVEMENTS**

Subject to Section 1.3:

8.1. Right to Make Alterations

At all times during the term of this Lease, except as provided in Section 13, Tenant may not make material alterations, additions and improvements ("*Alterations*") to the interior or exterior of the Premises and parking areas adjacent to the Premises without the prior written approval of the Landlord. (Materiality, in this paragraph, means the Alteration would take over \$2,000 to install or remove.) Any Alterations which may be made or installed by Tenant shall remain upon the Premises and, at the expiration or earlier termination of this Lease, shall be surrendered with the Premises to Landlord. All Alterations shall be accomplished by Tenant in a good workmanlike manner, in conformity with applicable laws, regulations and covenants, conditions and restrictions encumbering the Premises, and by a licensed contractor; and with respect to Alterations requiring Landlord's consent, the contractor shall be approved by Landlord. Prior to commencement of any such work, Tenant shall provide to Landlord copies of all required permits and governmental approvals. Upon completion of any such work, Tenant shall provide to Landlord "as-built" plans, copies of all construction contracts, building permits, inspection reports and proof of payment of all labor and materials. Tenant shall pay when due all claims for such labor and materials and shall give Landlord at least ten (10) days' prior written notice of the commencement of any such work. Landlord may enter upon the Premises, escorted by a

representative of Tenant, in such case, for the purpose of posting appropriate notices, including, but not limited to, notices of non-responsibility.

8.2. Tenant Shall Not Render Premises Liable For Any Lien

Tenant shall have no right, authority or power to bind Landlord, or any interest of Landlord in the Premises, nor to render the Premises liable for any lien or right of lien for the payment of any claim for labor, material, or for any charge or expense incurred to maintain, to repair or to make Alterations to the Premises. Tenant shall in no way be considered the agent of Landlord in the construction, erection, modification, repair, or alteration of the Premises. Notwithstanding the above, Tenant shall have the right to contest the legality or validity of any lien or claim filed against the Premises. No contest shall be carried on or maintained by Tenant after the time limits in the sale notice of the Premises for any such lien or claim unless Tenant (i) shall have duly paid the amount involved under protest; (ii) shall have procured and recorded a lien release bond from a bonding company acceptable to Landlord in an amount not less than one and one-half (1-1/2) times the amount involved; or (iii) shall have procured a stay of all proceedings to enforce collection. Upon a final adverse determination of any contest, Tenant shall pay and discharge the amount of the lien or claim determined to be due, together with any penalties, fines, interest, cost, and expense which may have accrued, and shall provide proof of payment to Landlord.

**9. INDEMNITY AND INSURANCE**

9.1. Indemnification

A. Tenant Indemnity. Tenant shall indemnify, defend, and protect Landlord, and hold Landlord harmless from any and all loss, cost, damage, expense and/or liability (including court costs and reasonable and actual attorneys' fees) incurred in connection with or arising at any time and from any cause whatsoever on the Premises which occurs during the Term of this Lease, other than damages proximately caused by reason of the negligence or willful misconduct of Landlord or its agents, contractors and employees, including, without limiting the generality of the foregoing: (i) any default by Tenant in the observance or performance of any of the terms, covenants, or conditions of this Lease on Tenant's part to be observed or performed; (ii) the use or occupancy of the Premises by Tenant or any person claiming by, through, or under Tenant; (iii) the condition of the Premises or any occurrence or happening on the Premises from any cause whatsoever; or (iv) any acts, omissions, fraud or negligence of Tenant or any person claiming by, through, or under Tenant, or of the contractors, agents, servants, employees, visitors, or licensees of Tenant or any such person on the Premises, including any acts, omissions, or negligence in the making or performance of any alterations. Tenant further agrees to indemnify and hold harmless Landlord, Landlord's agents, and the landlord or landlords under all ground or underlying leases, from and against any and all loss, cost, liability, damage, and expense (including reasonable and actual attorneys' fees) incurred in connection with or arising from any claims by any persons by reason of injury to persons or damage to property occasioned by any use, occupancy, condition, occurrence, happening, act, omission, or negligence referred to in the preceding sentence. The provisions of this Section shall survive the expiration or sooner termination of this Lease with respect to any claims or liability occurring prior to such expiration or termination, and shall not be limited by reason of any insurance carried by Landlord and Tenant.

B. Landlord Indemnity. Except to the extent of any loss or damage resulting from the acts or omissions of Tenant, its agents, contractors, licensees or employees, Landlord shall

indemnify, defend, and protect Tenant, and hold Tenant harmless from any and all loss, cost, damage, expense and/or liability (including court costs and reasonable and actual attorneys' fees) incurred in connection with: (i) a breach of this Lease by Landlord; (ii) the negligence, fraudulent or intentional misconduct of Landlord; (iii) the condition of the Premises or any occurrence or happening on the Premises from any cause whatsoever that occurs prior to the Delivery Date. The provisions of this Section shall survive the expiration or sooner termination of this Lease with respect to any claims or liability occurring prior to such expiration or termination, and shall not be limited by reason of any insurance carried by Landlord and Tenant.

9.2. Insurance Company Requirement

Insurance required by this Lease shall be issued by companies holding a general policyholder's rating of B++-VI or better as set forth in the most current issue of Best's Insurance Guide and authorized to do business in the state in which the Premises are located. If this publication is discontinued, then another insurance rating guide or service generally recognized as authoritative shall be substituted by Landlord.

9.3. Insurance Certificate Requirements

9.3.1. Tenant shall deliver to Landlord evidence of the existence and amounts of the insurance with additional insured endorsements and loss payable clauses as required herein. Tenant shall deliver to Landlord certificates of insurance in connection with Tenant's liability policy(ies), and evidence of property insurance in a form reasonably acceptable to Landlord in connection with Tenant's property policy(ies). No policy shall be cancelable or subject to reduction of coverage or other modification except after at least ten (10) days' prior notice to Landlord. Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to any insurance coverage, shall be deemed to limit or restrict in any way the liability of Tenant arising under or out of this Lease.

9.3.2. The insurance required to be maintained herein may be carried under blanket policies. The insurance shall provide for payment of loss jointly to Landlord and Tenant.

9.4. Minimum Acceptable Insurance Coverage Requirements

9.4.1. Tenant shall, at Tenant's expense, obtain and keep in full force during the term of this Lease a policy of combined single limit bodily injury and property damage insurance written on an occurrence basis insuring Tenant (with Landlord as an additional insured) against any liability arising out of ownership, use, occupancy, or maintenance of the Premises and all of its appurtenant areas. The insurance shall be in an amount not less than One Million Dollars (\$1,000,000) per occurrence; provided however, following receipt of notice from Landlord the limits of such insurance shall be increased from time to time during the term of the Lease to such amount as may be commercially reasonable. The policy shall provide blanket contractual liability coverage. However, the limits of the insurance shall not limit the liability of Tenant. In addition, Tenant shall, at Tenant's expense, obtain and keep in full force during the term of this Lease an umbrella liability policy in an amount not less than Three Million Dollars (\$3,000,000) in excess of primary insurance. The insurance to be

maintained by Tenant pursuant to this Section 9.4.1 shall be primary and not contributory to any other insurance maintained by Landlord.

9.4.2. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a "Special Purpose" (as such term is used in the insurance industry) policy of insurance covering loss or damage to the Premises. The insurance shall be in an amount not less than eighty percent (80%) of the full guaranteed replacement cost of the building(s) (less slab, foundation, supports and other customarily excluded improvements). The policy shall contain only standard printed exclusions; include an agreed value endorsement waiving any coinsurance penalty, and an ordinance or law coverage endorsement covering increased costs resulting from changes in laws or codes, and demolition and removal of the damaged structure. In no event shall any deductible payable in connection with such policy, together with any other form of self-insurance, exceed Ten Thousand Dollars (\$10,000). In addition, if the Premises is located in flood zone A or V (including any flood zones commencing with the letters A or V) as defined by the Federal Emergency Management Agency (FEMA), or earthquake zone 1, 2, or 3 as defined by the Insurance Services Office (ISO), Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage due to earthquake and flood with respect to the Premises.

9.4.3. Tenant shall also obtain and keep in force during the term of this Lease worker's compensation coverage, insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the State of Nevada.

9.4.4. In addition to the foregoing, Tenant shall have the necessary insurance requirements under Section 388A.190 of the Nevada Administrative Code, as that section may be amended.

9.5. Additional Insureds

Tenant shall name as additional insureds and loss payees on all insurance, Landlord, and to the extent acceptable to the insurance carrier(s), Landlord's successor(s) and/or, assignee(s) and any lender whose name and contact information has been provided in writing to Tenant.

9.6. Mortgage Endorsement

If requested by Landlord, the policies of insurance required to be maintained hereunder shall bear a standard first mortgage endorsement in favor of any holder or holders of a first mortgage lien or security interest in the property with loss payable to such holder or holders as their interests may appear.

9.7. Renewals, Lapses or Deficiencies

Tenant shall, at least thirty (30) days prior to the expiration of such policies, furnish Landlord with renewal certificates of insurance or renewal binders. Should Tenant fail to provide to Landlord the renewals or renewal binders, or in the event of a lapse or deficiency of any insurance coverage specified herein for any reason, Landlord may immediately replace the deficient insurance coverage with a policy of insurance covering the Premises of the type and in the limits set forth above. Upon notice from Landlord of the placement of insurance, Tenant shall immediately pay to Landlord, as additional rent, an amount equal to the total cost of premiums and expense of such insurance placement. Tenant shall not do or permit to be done anything which

shall invalidate the insurance policies. If Tenant does or permits to be done anything which shall increase the cost of the insurance policies, then upon Landlord's demand Tenant shall immediately pay to Landlord, as additional rent, an amount equal to the additional premiums attributable to any acts or omissions or operations of Tenant causing the increase in the cost of insurance.

**10. PARTIAL AND TOTAL DESTRUCTION OF THE PREMISES**

10.1. Damage or Destruction of the Premises

If the Premises, or any portion of the Premises, shall be damaged by fire or other casualty that would be covered by the insurance carried by Tenant hereunder or required to be carried by Tenant hereunder (whether or not actually maintained by Tenant), and the cost of repairing such damage is not greater than fifty percent (50%) of the then full replacement cost thereof, and there are at least nine months remaining in the Term, Tenant shall repair the Premises (including all leasehold improvements) to substantially the condition prior to the casualty.

If the Premises shall be damaged by fire or other casualty to an extent greater than fifty percent (50%) of the then full replacement cost thereof, then Tenant shall have the option to either (i) repair or reconstruct the same to substantially the same condition as immediately prior to such fire or other casualty, or (ii) terminate this Lease by so notifying Landlord within sixty (60) days after the date of such fire or other casualty, such termination to be effective as of the date of such notice. In the event Tenant shall elect to repair or reconstruct in accordance with subclause (i) of this Section, Tenant shall so notify Landlord in writing within thirty (30) days after the date of such casualty. Furthermore, notwithstanding anything to the contrary contained herein, if the Premises or the Project should be so damaged by fire or other casualty such that the damage cannot, in Landlord's and Tenant's reasonable opinion, be repaired within sixty (60) days after such casualty, then Landlord shall notify Tenant of same (the "Major Damage Notice") whereupon either Landlord or Tenant may terminate this Lease by delivering written notice to the other party within thirty (30) days after receipt of the Major Damage Notice.

The Base Monthly Rent required to be paid hereunder shall be abated in proportion to the portions of the Premises, if any, which are unusable by Tenant for the operation of its business by fire or other casualty hereunder until repairs of the Premises are completed, or if the Premises are not repaired, until the termination date hereunder. Other than such Rent abatement, no damages, compensation or claim shall be payable by Landlord for loss of the use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience, loss of business, or annoyance arising from any such repair and reconstruction. If any portion of Rent is abated under this Section, Tenant shall have the option to extend the expiration date of this Lease for a period equal to the length of the abated period.

If the damage results from default or negligence of Tenant, its agents, employees, licensees or invitees, then Tenant shall not be entitled to any abatement or reduction of any Rent or other sums due hereunder and, if the cost to repair such damage is not fully covered by Landlord's insurance, such damage shall be repaired by Tenant, or at Landlord's option by Landlord at Tenant's expense (to the extent Landlord is not reimbursed by insurance). If this Lease is terminated as provided above, all Base Monthly Rent shall be apportioned and paid up to the termination date. Landlord shall not be required to repair or replace any furniture, furnishings or other personal property which Tenant may be entitled to remove from the Premises or any property constructed and installed by or for Tenant in the Premises.



10.2. Application of Insurance Proceeds

All insurance proceeds payable under any fire or other casualty insurance policy maintained by Tenant covering the Premises or any leasehold improvements and covering Tenant's personal property at the Premises, shall be payable solely to Tenant and Landlord shall have no interest therein. All insurance proceeds payable under any fire or other casualty insurance policy maintained by Tenant and covering Tenant's personal property, including without limitation Tenant's inventory, furniture, trade fixtures, and equipment, shall be payable solely to Tenant and Landlord shall have no interest therein. All insurance proceeds payable under the Insurance policy maintained by Tenant, covering Landlord's Work, any leasehold improvements or alterations shall be used to restore such Landlord's Work, improvements and alterations at the Premises at any time that the Premises are restored by Tenant pursuant to this Section 10. Any proceeds from any such Insurance policy covering any Landlord's Work, leasehold improvements or alterations installed by Tenant at Tenant's expense and not applied to such restoration shall be payable to Landlord and Tenant as their respective interest in such Landlord's Work, improvements and alterations may exist at such time, based upon the amortization of the cost of such improvements and alterations over the Lease Term, using a ten percent (10%) discount factor, with Tenant entitled to one hundred percent (100%) of such proceeds at the commencement of the Lease Term and Landlord entitled to one hundred percent (100%) of such proceeds upon the expiration of the Lease Term.

**11. CONDEMNATION**

11.1. Condemnation Damages

In the event of the taking or conveyance of the whole or any part of the Premises by reason of condemnation by any public or quasi-public body ("*Condemnation*"), Landlord and Tenant shall represent themselves independently in seeking damages before the condemning body. Each party shall be entitled to the amount awarded respectively to each. Landlord shall be entitled to the entirety of the award with the exception of the following:

- 11.1.1. Any portion of the award attributable to Tenant's leasehold improvements made to the Premises by Tenant in accordance with this Lease, which improvements Tenant has the right to remove from the Premises upon the expiration or termination of the Lease pursuant to the provisions of this Lease, but elects not to remove;
- 11.1.2. Any portion of the award attributable to Tenant's furniture, fixtures and equipment ("*FF&E*") installed in the Premises in accordance with this Lease, which FF&E Tenant has the right to remove from the Premises upon the expiration or termination

of the Lease pursuant to the provisions of this Lease, but which are to remain in the Premises as a result of such taking;

11.1.3. Any portion of the award attributable to: (i) removing Tenant's FF&E; (ii) damage or loss to Tenant's business and good will and (iii) moving and relocation expenses; and

11.1.4. Any portion of the award attributable to the unexpired portion of Tenant's interest in the leasehold estate created by this Lease.

11.2. Termination of Lease Due to Condemnation

In the event the Condemnation materially adversely affects the use of the Premises as defined in Section 4, Tenant may terminate the Lease by giving Landlord notice of termination within sixty (60) days of receipt of notice of the Condemnation; provided, however, if such notice fails to substantially disclose the material nature, scope and extent of the Condemnation, then such 60-day notice period shall only commence to run on such later date that Tenant obtains such disclosures. The effective date of the termination shall be the date upon which fee simple interest is vested in the condemning authority. In the event of termination hereunder, Tenant shall be released from further obligations or liabilities arising under the Lease thereafter. In the event of termination, Base Monthly Rent, Property Taxes, Other Charges and any other items of additional rent (collectively, "*Rent and Charges*") shall be prorated based upon the actual number of days in the period to be prorated. Within thirty (30) days following the termination, Landlord shall refund to Tenant any Rent and Charges paid to Landlord in advance of the termination. In the event of a Condemnation that does not result in the termination of this Lease, Base Monthly Rent shall be equitably reduced as of the effective date of the Condemnation. Landlord's obligations pursuant to this Section shall survive termination of this Lease.

## **12. ASSIGNMENT AND SUBLETTING**

12.1. Tenant's Right of Assignment and Subletting

Tenant shall not voluntarily or by operation of law assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity to occupy or use any part of the Premises, without first obtaining the consent of Landlord. Any assignment, encumbrance, or sublease without Landlord's consent shall be voidable and, at Landlord's election, shall constitute a default.

12.2. Landlord's Option to Preserve Subtenancies

In the event of Tenant's surrender of this Lease or the termination of this Lease in any other manner, Landlord may, at its option, either terminate any or all subtenancies or succeed to the interest of Tenant as sublandlord thereunder. No merger shall result from Tenant's sublease of the Premises under this Section, Tenant's surrender of this Lease, or the termination of this Lease in any other manner.

12.3. Continuing Obligation of Tenant

No transfer permitted by this Section 12 shall release Tenant from its liability to pay the rent and to perform all other obligations of Tenant under this Lease. Consent to one transfer is not a consent to any subsequent transfer. If Tenant's transferee defaults under this Lease, Landlord may proceed directly against Tenant. Landlord shall not consent to subsequent

assignments or modifications of this Lease by Tenant's transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenant's liability under this Lease.

12.4. Assignments and/or Subletting

This agreement provides Tenant no right to assign or transfer this Lease, or sublet the Premises without establishment of separate approved agreement approved by all parties.

**13. DEFAULT AND TERMINATION**

13.1. Event of Default

The occurrence of any of the following events (each an "*Event of Default*") shall constitute a default by Tenant:

13.1.1. Failure by Tenant to pay rent within Three (3) business days of written notice from Landlord that such amount is past due; provided, however, for up to two (2) times during any twelve (12) consecutive month period, if any payment of rent is not received when due, Landlord shall notify Tenant in writing (a "*Late Notice*"), and Tenant shall have ten (10) days from the date of receipt of the Late Notice to make full payment of the rent. If the late rent is not paid within the ten (10) day period, or if any subsequent rent during that twelve (12) consecutive month period is not received when due after Landlord has delivered to Tenant the two (2) Late Notices as hereinabove required, then Tenant shall be in default of this Lease.

13.1.2. Failure by Tenant to perform or comply with any provision of this Lease (other than as set forth in Section 13.1.1) if the failure is not cured within sixty (60) days after notice has been given by Landlord to Tenant. If, however, the failure cannot reasonably be cured within the 60 day cure period, Tenant shall not be in default of this Lease if Tenant commences to cure the failure within the cure period and diligently and in good faith continues to cure the failure.

13.1.3. To the extent permitted by law, a general assignment by Tenant for the benefit of creditors, or the filing by or against Tenant of any proceeding under any insolvency or bankruptcy law, unless in the case of a proceeding filed against Tenant the same is dismissed within sixty (60) days, or the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant, unless possession is restored to Tenant or such guarantor within (30) days, or any execution or other judicially authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease, unless such seizure is discharged within thirty (30) days.

13.2. Landlord's Remedies

Landlord shall have any one or more of the following remedies after the occurrence of a default by Tenant. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law, in equity, or otherwise:

13.2.1. Terminate this lease and re-enter the Premises and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder; or

13.2.2. Without terminating this Lease, re-enter the Premises and occupy the whole or any part thereof for and on account of Tenant and collect the rent and any other rent that may thereafter become payable; or

Should Landlord have re-entered the Premises under the Section 13.2.2. above, Landlord shall not be deemed to have terminated this Lease, or the liability of Tenant to pay rent thereafter to accrue, or its liability for damages under any of the provisions hereof, by any such re-entry or by any action in unlawful detainer, or otherwise, to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease, and Tenant further covenants that the service by Landlord of any notice pursuant to the unlawful detainer statutes of the State of Nevada and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary at the time or at any time subsequent to the serving of such notices and such election be evidenced by a written notice to tenant) be deemed to be a termination of this Lease. In the event of any entry or taking possession of the Premises as aforesaid, Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and may place the same in storage at a public warehouse at the expense and risk of Tenant.

Should Landlord elect to terminate this Lease under the provisions of Subsections 13.2.1 or 13.2.2 above, Landlord may recover from Tenant as damages:

(a) the worth at the time of award of any unpaid rent which have been earned at the time of such termination; plus

(b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(c) the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to any costs or expenses incurred by Landlord in maintaining or preserving the Premises after such default, preparing the Premises for such reletting, leasing commissions, or any other costs necessary or appropriate to relet the Premises; plus

(e) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under Nevada law.

As used in Subsection (a) and (b) above, the "worth at the time of award" is computed by allowing interest at the default rate applied by Nevada courts pursuant to Nevada statute ("*Interest Rate*"). As used in Subsection (c) above, the "worth at the time of award" is computed by discounting such amount at the then existing discount rate of the Federal Reserve Bank, San Francisco, California.

13.3. Late Charge

If Tenant fails to pay when due any payment of rent or other charges which Tenant is obligated to pay to Landlord under this Lease, there shall be a late charge, immediately payable by Tenant as additional rent, in the amount of two percent (2%) of each such obligation. Landlord and Tenant agree that this sum is reasonable to compensate Landlord for accounting and administrative expenses incurred by Landlord. In addition to the late charge, any and all rent or other charges which Tenant is obligated to pay to Landlord under this Lease which are unpaid shall bear interest at the rate set forth in Section 13.5 from the date of Landlord's Late Notice to Tenant until paid, said interest to be payable by Tenant as additional rent. Landlord and Tenant agree that this sum is reasonable to compensate Landlord for the loss of the use of funds. Notwithstanding the foregoing, in the event Landlord shall have provided written notice to Tenant in accordance with Section 13.1.1, Tenant shall not be obligated to pay the late charge and interest otherwise due pursuant to this Section 13.3 unless ten (10) days shall have lapsed following Tenant's receipt of said notice and the delinquent amount(s) shall not have been paid. In addition to the foregoing, if any check tendered by Tenant to Landlord is dishonored by the financial institution upon which the check is drawn (e.g., insufficient funds, uncollected funds, account closed, payment stopped, etc.), Tenant shall pay to Landlord the greater of Twenty Dollars (\$20.00) or the actual service fee charged by Landlord's financial institution in connection with such dishonored check.

13.4. Surrender of Premises

No act or thing done by Landlord or any agent or employee of Landlord during the Lease term shall be deemed to constitute an acceptance by Landlord or a surrender of Premises unless such intent is specifically acknowledged in a writing signed by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord and, notwithstanding such delivery, Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been terminated properly. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises.

13.5. Interest Charges

Any amount not paid by one party to the other when due to the other party will bear interest from the date of the Late Notice with respect to any Tenant's monetary obligations or with respect to Landlord, from the date due at the prime commercial rate being charged by Nevada State Bank. in effect on the date due per annum. If Nevada State Bank is no longer in existence, then another comparable bank or financial institution shall be substituted by Landlord.

13.6. Tenant's Default

If Tenant is in material default of the Lease beyond all applicable notice and cure periods, then:

13.6.1. For so long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent, Tenant will have the right to assign or sublet its interest in the Lease, but Tenant will not be released from liability.

13.6.2. No structural changes to the building at any cost shall be permitted without the prior written approval of Landlord.

13.6.3. All costs of removing Tenant's signage of the Premises shall be paid by Tenant whether or not Landlord terminates this Lease.

13.7. Default by Landlord

Landlord shall be in default if Landlord fails to perform any provision of this Lease required of it and the failure is not cured within thirty (30) days after notice has been given to Landlord. If, however, the failure cannot reasonably be cured within the cure period, Landlord shall not be in default of this Lease if Landlord commences to cure the failure within the cure period and diligently and in good faith continues to cure the failure. If Landlord shall at any time default beyond the applicable notice and cure period, Tenant shall have the right to: (i) cure such default on Landlord's behalf; or (ii) terminate this Lease. Subject to Section 13.5, any sums expended by Tenant in choosing to cure such default, and all reasonably necessary incidental costs and expenses incurred in connection therewith, shall be payable by Landlord to Tenant within thirty (30) days following demand therefor by Tenant; provided, however, that Tenant shall not be entitled to any deduction or offset against any rent otherwise payable to Landlord under this Lease, and in no event may Tenant terminate this Lease in the event of a default by Landlord.

13.8. Notices of Default

Notices given under this Section 13 shall specify the alleged default or breach, the cure period and the applicable Lease provision(s).

**14. RIGHT OF INSPECTION**

Landlord and Landlord's authorized representatives shall have the right (but not the obligation) after twenty-four (24) hours prior notice to Tenant, to enter upon the Premises at all reasonable hours for the purpose of inspecting the Premises or of making repairs, additions, or alterations in or upon the Premises, and, for the purpose of exhibiting the Premises to prospective tenants in the last six (6) months of the Term, prospective purchasers, and/or lenders; provided that Landlord shall comply with applicable laws regarding confidentiality of student records and not unreasonably interfere in Tenant's use of the Premises. Provided Tenant is not in default beyond any applicable cure period, Landlord shall not exhibit any "for sale" or "for lease" signs during the term of the Lease. Tenant's authorized representatives shall have the right but not the obligation to accompany Landlord or Landlord's representatives during any entry by Landlord or its authorized representatives unto the Premises and Landlord and its authorized representatives shall strictly comply with any of Tenant's risk management procedures (for example sign-in procedures).

**15. WAIVER OF BREACH**

No waiver by either party of any breach of any one or more of the terms, covenants, conditions, or agreements of this Lease shall be deemed to imply or constitute a waiver of any succeeding or other breach. Failure of either party to insist upon the strict performance of any of the terms, conditions, covenants, and agreements of this Lease shall not constitute or be considered

as a waiver or relinquishment of the party's rights to subsequently enforce any default, term, condition, covenant, or agreement, which shall all continue in full force and effect. The rights and remedies of the parties under this Lease shall be cumulative and in addition to any and all other rights and remedies which each party has or may have.

## 16. NOTICES

### 16.1. Notice Requirements

All notices, requests, consents, approvals or demands herein provided to be given or made, or which may be given or made by either party to the other, shall be given or made only in writing and shall be deemed to have been duly given: (i) when delivered personally at the address set forth below, or to any agent of the party to whom notice is being given, or if delivery is rejected when delivery was attempted; or (ii) on the date delivered when sent via Overnight Mail, properly addressed and postage prepaid; or (iii) on the date sent via facsimile transmission; or (iv) upon delivery, or if delivery is rejected when delivery was attempted of properly addressed first class mail, postage prepaid with return receipt requested. The proper address to which notices, requests, or demands may be given or made by either party shall be the address set forth at the end of this Section or to such other address or to such other person as any party shall designate. Such address may be changed by written notice given to the other party in accordance with this Section.

If to Landlord:

Equipo Academy  
Attn: Estella Spaine  
4131 East Bonanza Road  
Las Vegas, NV 89110  
Phone: 702-907-0432  
Fax: 702-825-3622

If to Tenant:

Battle Born Academy  
Attn: Kathy Rudd  
4201 East Bonanza Road  
Las Vegas, NV 89110  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

With a copy to:

Howard & Howard  
Attention: Mark Gardberg  
3800 Howard Hughes Pkwy., Suite 1000  
Las Vegas, NV 89169  
Phone: 702-257-1483  
Fax: 702-567-1568

### 16.2. Payments Under Lease

Rent and all other payments due to Landlord under this Lease shall be paid in lawful money of the United States of America without offset or deduction except as set forth herein, to

the name and at the address set forth in Section 16.1 above or to such other persons or parties or at such other places as Landlord may from time to time designate in writing.

## **17. RELATIONSHIP OF THE PARTIES**

This Lease shall not be deemed or construed by the parties, nor by any third party, as creating the relationship of (i) principal and agent, (ii) partnership, or (iii) joint venture between the parties. Neither the method of computation of rent nor any other provision of this Lease, nor any acts of the parties are other than in the relationship of landlord and tenant.

## **18. SUBORDINATION, ATTORNMENT AND ESTOPPEL**

### **18.1. Subordination and Non-Disturbance**

Subject to the provisions of this Section, this Lease and the leasehold estate created hereby shall be, at the option and upon written declaration of Landlord, subject, subordinate, and inferior to the lien and estate of any liens, trust deeds, and encumbrances ("*Mortgages*"), and all renewals, extensions, or replacements thereof, now or hereafter imposed by Landlord upon the Premises; provided, however, that Landlord covenants to obtain from each holder of a Mortgage that this Lease shall not be subordinate to any Mortgage arising after the date of this Lease, or any renewal, extension, or replacement thereof, unless and until Landlord provides Tenant with an agreement ("*Non-Disturbance Agreement*"), which shall provide that so long as Tenant is not in default hereunder, Landlord's and Tenant's rights and obligations hereunder shall remain in force and Tenant's right to possession shall be upheld. The Non-Disturbance Agreement shall be in the form mutually acceptable to Landlord and Tenant, in recordable form, including such commercially reasonable terms as may be requested by such holder of Mortgages. The Non-Disturbance Agreement may contain additional provisions as are customarily requested by secured lenders with liens encumbering real property security similar to the Premises, including, without limitation, Tenant's agreement to attorn as set forth in Section 18.2. Tenant shall, promptly following a request by Landlord and after receipt of the Non-Disturbance Agreement, execute and acknowledge a subordination agreement or other documents commercially reasonably required to establish of record the priority of any such encumbrance over this Lease, so long as such agreement does not otherwise increase Tenant's obligations or diminish Tenant's rights hereunder.

### **18.2. Attornment**

In the event of foreclosure of any Mortgage, whether superior or subordinate to this Lease, then (i) this Lease shall continue in force; (ii) Tenant's quiet possession shall not be disturbed if Tenant is not in default hereunder; and (iii) Tenant shall attorn to and recognize the mortgagee or purchaser at foreclosure sale ("*Successor Landlord*") as Tenant's landlord for the remaining term of this Lease. Tenant's obligation to so attorn to any Successor Landlord is expressly conditioned upon Tenant's prior receipt from such Successor Landlord of a Non-Disturbance Agreement.

### **18.3. Estoppel Certificate**

Landlord and Tenant shall, at any time upon not less than thirty (30) days prior written notice, execute and deliver to a prospective new landlord, lender, or assignee or subtenant of Tenant, or other appropriate third party, as the case may be, a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), (b) the date to which the rent and other charges are paid in advance, if any and (c) acknowledging that there



are not, to the party’s best knowledge, any uncured defaults or unfulfilled obligations on the part of the other party hereunder, or specifying such defaults or unfulfilled obligations if any are claimed.

**19. FINANCIAL COVENANTS**

19.1. Financial Statements.

On receipt of state funding, Tenant will provide copies of deposit advice from the State of Nevada for the purposes of establishing enrollment based lease payments. These payments will be reconciled within thirty (30) days of receipt of final audited enrollment reports and pupil-centered funding plan adjustments provided by the State of Nevada. Within thirty (30) days from the end of Tenant’s fiscal quarter, Tenant shall provide quarterly internal budget statements and semiannual enrollment figures including waiting lists and attrition, corresponding with the required reporting to its charter authorizer. If term shall be extended beyond one (1) lease year, Tenant shall furnish to Landlord, annual unqualified audited financial statements within One Hundred Eighty (180) days of Tenant’s fiscal year end. Landlord agrees to maintain the confidentiality of all financial information furnished by Tenant hereunder.

19.2. Financial Manager

Tenant shall maintain a management contract with a qualified charter school Management consultant, back-office provider, or an in-house business manager with qualifications acceptable to Landlord’s lender to oversee Tenant’s financial operations.

**20. ATTORNEYS’ FEES**

20.1. Recovery of Attorneys’ Fees and Costs of Suit

In the event of any legal action or proceeding brought by either party against the other arising out of this Lease, the prevailing party in such action on the main issue(s) shall be entitled to recover from the non-prevailing party therein reasonable attorneys’ fees and costs incurred in such action (including, without limitation, all costs of appeal) and such amount shall be included in any judgment rendered in such proceeding. For purposes of this Lease a party shall be considered the “prevailing party” to the extent that (1) such party initiated the litigation and substantially obtained the relief which it sought (whether by judgment, voluntary agreement or action of the other party, trial or alternative dispute resolution process), (2) such party did not initiate the litigation and did not receive judgment in its favor, but the party receiving the judgment did not substantially obtain the relief which it sought, or (3) the other party to the litigation withdrew its claim or action without having substantially received the relief which it was seeking.

**21. CONSENT**

Except as otherwise expressly set forth in this Lease, any consents or approvals required of either party hereunder shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, in the event a party fails to respond within thirty (30) days of receipt of a request for consent or approval, such failure shall be deemed to be that party’s consent or approval of the matter that is the subject of the notice.

**22. AUTHORITY TO MAKE LEASE; COVENANT OF QUIET ENJOYMENT**

22.1. Full Power and Authority to Enter Lease

The parties covenant and warrant that each has full power and authority to enter into this Lease.

22.2. Quiet Enjoyment and Mission Alignment

Landlord covenants and warrants that Tenant shall have and enjoy full, quiet, and peaceful possession of the Premises, its appurtenances and all rights and privileges incidental thereto during the term, as against all persons claiming by, through, or under Landlord, subject to the provisions of this Lease and any title exceptions in existence on the Commencement Date. Landlord shall defend, indemnify, and hold harmless Tenant from any costs or expenses incurred from a breach of this covenant.

This section shall additionally establish that both Landlord and Tenant mutually commit to refrain from engagement in use of premises for any activity that might be reasonably interpreted as counter to the mission of either party. This activity may include but is not limited to public political events or speech that is detrimental to the diversity, equity, and inclusion (DEI) work of either campus. The mission and DEI statements of each organization will be shared on the signing of this lease and each party commits to open communication and resolution with the other in the event of any identified breach of these agreements. Landlord retains the right to restrict public uses of the premises by Tenant for any purposes that might reasonably be interpreted as counter to the shared missions and statements of each organization.

22.3. No Violation of Covenants and Restrictions

Tenant leases the Premises subject to all encumbrances, covenants, conditions, restrictions, easements, rights of way, and all other matters of record affecting the Premises. Tenant shall not violate, permit a violation, or cause Landlord to violate any recorded covenants and restrictions affecting the Premises. Tenant shall defend, indemnify, and hold harmless Landlord from any costs or expenses incurred from such a violation.

## **23. HAZARDOUS MATERIAL**

23.1. Environmental Compliance

To Landlord's actual knowledge as of the date of this Lease, Landlord represents that there are no Hazardous Materials (as the same is defined under "Laws" defined below) on the Premises. Landlord shall indemnify and hold Tenant harmless from any and all claim, loss or damage incurred by Tenant, due to Landlord's breach of the foregoing representation. From and after the date of delivery of possession of the Premises to Tenant, (i) Landlord shall be responsible for its own acts relating to Hazardous Materials on the Premises; and (ii) Tenant shall be responsible for its own acts relating to Hazardous Materials on the Premises. Each party shall indemnify and hold harmless the other party from any and all loss and damage arising from such party's acts relating to Hazardous Materials on the Premises.

Landlord and Tenant shall at all times and in all respects comply with all Laws (as defined below) relating to industrial hygiene, environmental protection, and the use, analysis, generation, emission, manufacture, storage, disposal or transportation of any Hazardous Material in, on, under or about the Premises, respectively.

Without limiting the foregoing, if the presence of any Hazardous Material on the Premises is caused or permitted by Tenant and results in any contamination of the Premises, Tenant

shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material. Provided, however, Tenant shall not take any remedial action in response to the presence of any Hazardous Materials in or about the Premises nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Materials in any way connected with the Premises, without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear, intervene or otherwise appropriately assert and protect Landlord's interest with respect thereto.

As used herein, the term "Laws" means applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Material affecting the Premises, whether in effect as of the date hereof or hereinafter enacted.

## **24. GENERAL PROVISIONS**

### **24.1. Gender; Number**

The use of (i) the neuter gender includes the masculine and feminine and (ii) the singular number includes the plural, whenever the context requires.

### **24.2. Captions**

Captions in this Lease are inserted for the convenience of reference only and do not define, describe, or limit the scope or the intent of this Lease or any of its terms.

### **24.3. Exhibits**

All attached exhibits are a part of this Lease and are incorporated in full by this reference. Except as specifically provided herein, if any provision contained in any exhibit hereto is inconsistent or in conflict with any provisions of this Lease, the provisions of this Lease shall supersede the provisions of such exhibit and shall be paramount and controlling.

### **24.4. Entire Agreement**

This Lease contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Lease.

### **24.5. Drafting**

This Lease shall not be construed more strictly against one party than the other because it may have been drafted by one of the parties or its counsel, each having contributed substantially and materially to the negotiation and drafting hereof. Unless the context clearly requires otherwise, (i) the plural and singular members are each deemed to include the other, (ii) the masculine, feminine and neuter genders are deemed to include the others, (iii) "shall", "will" and "agrees" are mandatory and "may" is permissive, (iv) "or" is not exclusive, and (v) "includes" and "including" are not limiting.

### **24.6. Modification**

No modification, waiver, amendment, discharge, or change of this Lease shall be valid unless it is in writing and signed by the party against which the enforcement of the modification, waiver, amendment, discharge, or change is or may be sought.

24.7. Joint and Several Liability

If any party consists of more than one person or entity, the liability of each such person or entity signing this Lease shall be joint and several.

24.8. Governing Law

This Lease shall be construed and enforced in accordance with the laws of the State of Nevada. In the event any provision contained in this Lease is inconsistent or in conflict with local law, custom, or practice, the provisions of this Lease shall supersede and shall be paramount and controlling.

24.9. Time of Essence

Time is of the essence of every provision of this Lease.

24.10. Severability

In the event any term, covenant, condition, or provision of this Lease is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, or provision is invalid, void, or otherwise unenforceable shall in no way affect the validity or enforceability of any other term, covenant, condition, or provision of this Lease.

24.11. Successors and Assigns

Except as otherwise provided herein, all terms of this Lease shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and assigns.

24.12. Limitation of Landlord's Liability

Notwithstanding anything contained in this Lease to the contrary, Landlord shall not incur any liability beyond Landlord's interest in the Premises upon a breach of this Lease, and Tenant shall look exclusively to such interest in the Premises for the payment and discharge of any obligations imposed upon Landlord under this Lease. The provisions of this Section shall not apply (i) in the event of Landlord's gross negligence, fraudulent or willful misconduct, and (ii) prior to the Delivery Date.

24.13. Further Assurances

Each party hereto shall perform all further acts and shall execute and deliver all further documents which may be reasonably necessary or required to accomplish the purposes of this Agreement.

24.14. Charter School Provisions

The obligations of each Party are not the obligations, directly or indirectly, in whole or in part, of the State of Nevada, State Public Charter School Authority, or State Department of Education.

24.15. Counterparts


This Lease may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one agreement. Any signature on a copy of this Lease or any document necessary or convenient thereto sent by facsimile shall be binding upon transmission by facsimile and the facsimile copy may be utilized for the purposes of this Lease.

[The remainder of this page is left intentionally blank;  
Signature page(s) to follow]

The Landlord and Tenant hereby enter into the above Land and Building Lease Agreement this 4th day of April, 2022.


**LANDLORD:**

EQUIPO ACADEMY,  
a Nevada non-profit corporation

By:  \_\_\_\_\_  
Benjamin Salkowe, Principal

**TENANT:**

BATTLE BORN ACADEMY,  
a Nevada non-profit corporation

By:  \_\_\_\_\_  
Kathy Rudd, Principal

**Exhibit "A"**

**Legal Description of the Real Property**

LAND AND BUILDING LEASE AGREEMENT

LANDLORD:

PREMIER EDUCATIONAL FACILITIES, LLC,  
a Nevada limited liability company

TENANT:

EQUIPO CHARTER SCHOOLS,  
dba Equipo Academy  
a Nevada non-profit corporation

PREMISES LOCATION:

4151 East Bonanza Road  
Las Vegas, NV 89110



LAND AND BUILDING LEASE AGREEMENT  
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Exhibit “A” - Legal Description of Real Property

## LAND AND BUILDING LEASE AGREEMENT

This Land and Building Lease Agreement (this "Lease"), dated for reference purposes only as of April 21, 2015 is made by and between PREMIER EDUCATIONAL FACILITIES, LLC, a Nevada limited liability company ("Landlord") and EQUIPO CHARTER SCHOOLS, dba Equipo Academy, a Nevada nonprofit corporation ("Tenant"), with reference to the recitals set forth below.

### RECITALS

A. Landlord is the owner of (or, in the alternative, has entered into or will enter into a contract to acquire fee ownership of) that certain real property, together with all the improvements now or subsequently located thereon and all easements, rights, privileges and appurtenances thereunto belonging, including an approximately 60,000 square foot building suitable for occupancy by public school students in grades six through twelve attending a public charter school (the "Building") to be improved and refitted by Landlord pursuant to a mutually agreeable scope of work (the real property and any such improvements and appurtenances to be referred to herein collectively as the "Premises"). The legal description of the real property is attached hereto and incorporated herein as Exhibit "A," and the Premises shall be located at 4151 East Bonanza Rd, Las Vegas, Nevada 89110.

B. Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord pursuant to the provisions of this Lease.

### 1. PREMISES

#### 1.1. Lease

Landlord hereby leases the Premises to Tenant, and Tenant hereby rents the Premises from Landlord, subject to the terms and conditions herein. Such lease is upon, and subject to, the terms, covenants and conditions herein set forth, and each party covenants, as a material part of the consideration for this Lease, to keep and perform their respective obligations under this Lease.

1.2. Tenant Improvements (Landlord's Work)

After delivery of Premises to Tenant, Landlord agrees that Landlord, at its own expense and cost, shall construct and complete certain tenant improvements referred to as "Landlord's Work" (as mutually agreed to by Landlord and Tenant in a separate writing that will reference this Lease) with diligence and in accordance with all the plans and specifications referenced in such writing and in compliance with applicable laws, regulations and ordinances. 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. Tenant agrees to allow Landlord and Landlord's construction workers access to Premises to conduct Landlord's Work.

1.3. Warranty of Landlord's Work

Upon the completion of Landlord's Work, Landlord will warrant to Tenant that the Building is in compliance with all governmental laws, ordinances and codes (including, without limitation, all building codes and zoning ordinances) applicable to the Building for the use described in paragraph 4 hereof and that the roof, plumbing, fire sprinkler system, lighting, heating, ventilation and air conditioning systems and electrical systems in the Premises, shall be in good operating condition as of the date of the completion of Landlord's Work and during the initial twelve (12) months of the Term. In the event of a non-compliance with such warranty, Landlord shall, except as otherwise provided in this Lease, promptly after receipt of written notice from Tenant setting forth the nature and extent of such non-compliance, rectify same at Landlord's cost and expense. Further, in connection with the construction of the Building and the items of Landlord's Work, Landlord shall obtain customary warranties and guaranties from the contractor(s) performing such work and/or the manufacturers of equipment installed therein, but shall be under no obligation to incur additional expense in order to obtain or extend such warranties. If Tenant is required to make repairs to any component of the Premises or any of its systems not covered by the Landlord's warranty contained in this Section 1.3 but for which Landlord has obtained a contractor's or manufacturer's warranty, then Landlord shall, upon request by Tenant, use its good faith efforts to pursue its rights under any such warranties for the benefit of Tenant. Tenant's acceptance of the Premises shall be subject to the foregoing and to the provisions of this Lease.

## 2. TERM

### 2.1. Primary Term

This Lease shall be effective (the "Effective Date") as of the date of full execution and delivery of same by Landlord and Tenant. The "Delivery Date" shall be April 25, 2015. The "Commencement Date" shall be April 25, 2015. The expiration date of the term (the "Term") shall be last day of the month Fifteen (15) Lease Years (as defined below) following the Commencement Date. On or after the Commencement Date, a Memorandum of Lease, the form of which is mutually agreeable to the parties shall be recorded by Tenant. For the purposes of this Lease, the term "Lease Year" shall mean the first twelve (12) full calendar months after August 1, 2015, of such year and each subsequent twelve (12) month period thereafter during the term and any extensions. The first Lease Year will be more than 12 calendar months and will start as of the Commencement Date and end on July 31, 2016.

### 2.2. Surrender of Premises

On the expiration or earlier termination of this Lease, Tenant shall quit and surrender the Premises, together with all alterations, vacant and free of all tenancies and any leasehold rights therein and in good condition and repair, normal wear and tear and depreciation arising from lapse of time without fault or liability of Tenant, including without limitation damage by fire or other casualty as well as condemnation excepted. Tenant shall remove all Tenant's equipment (excluding telecommunications wiring and cabling), trade fixtures, furniture, supplies, wall decorations and other personal property from the Premises. Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations of locks, safes and vaults, if any, in the Premises. If Tenant does not do so, then after expiration of this Lease, it will be a tenancy at will upon the applicable conditions of this Lease. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease.

### 2.3. Option to Purchase

Tenant is given an option to purchase the premises for a Purchase Price of Eleven Million Dollars (\$11,000,000). Tenant may exercise such option at any time during the term of this Agreement by giving written notice to Landlord. Upon receipt of Tenant's exercise of its option, Landlord and Tenant will prepare and execute a Purchase and Sales Agreement with

mutually acceptable terms; provided that such sale shall be a cash sale and Landlord will not finance the purchase. The sale of the Premises will close no later than thirty (30) days of the execution of the Purchase and Sales Agreement by Landlord and Tenant. If Tenant cannot obtain funds or financing to purchase the Premises after Tenant's exercise of the option, the option shall expire.

### **3. BASE MONTHLY RENT**

#### **3.1. Net-Net-Net Lease**

This is a net-net-net lease. Except as otherwise specifically set forth in this Lease, it is the intention of Landlord and Tenant that the "Base Monthly Rent" and all other sums and charges provided herein shall be absolutely net to Landlord, and that Tenant shall pay, as additional rent, all costs, charges, obligations, assessments, and expenses of every kind and nature against or relating to the Premises or the use, occupancy, area, possession, leasing, operation, management, maintenance or repair thereof, which may arise or become due during the term hereof, or which may pertain to this transaction, whether or not now customary or within the contemplation of the parties hereto, and which, except for the execution and delivery of this Lease, would have been payable by Landlord. As set forth in Section 5.4, Landlord shall apply for any applicable ad valorem property tax exemption that may be allowed by Law. In the event such ad valorem property tax exemption is granted, the exempted amount of Taxes shall be deducted from the additional rent to be paid by Tenant. The foregoing is meant to clarify the benefit derived by the Tenant and provided by law, it being understood that rent paid by Tenant is the Base Monthly Rent (as defined below) and the additional rent set forth herein and that the benefit derived by any property tax exemption shall be applied against the additional rent otherwise due but for the exemption.

#### **3.2. Base Monthly Rent**

Tenant shall pay to Landlord as base monthly rent ("Base Monthly Rent") as set forth below. Base Monthly Rent shall be payable by Tenant to Landlord in advance in equal monthly installments commencing upon the Commencement Date and on the first day of each calendar month thereafter, without prior notice, invoice, demand, deduction, or offset whatsoever. Landlord shall have the right to accept all rent and other payments, whether full or partial, and to negotiate checks and payments thereof without any waiver of rights, irrespective



of any conditions to the contrary sought to be imposed by Tenant. All rent shall be paid to Landlord at the address to which notices to Landlord are given. Base Monthly Rent for any partial month shall be prorated based upon a thirty (30) day month. Any amounts payable by Tenant to Landlord under this Lease other than Base Monthly Rent shall be designated as "Additional Rent".

The Base Monthly Rent for the first Lease Year shall be **Thirty Seven Thousand Five Hundred Dollars (\$37,500)**.

From the first day of the second Lease Year and at the commencement of each Lease Year thereafter, the Base Monthly Rent will be the greater of (i) the Base Monthly Rent increased by the Increase in the Index (both as defined below) or (ii) fourteen percent (14%) of the per pupil revenue the Tenant receives from the State of Nevada. As used herein "Index" shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers for the U.S. City Average for All Items (on the basis 1982-1984 = 100). If the format or components of the Index are materially changed after the execution of the Lease, Landlord shall substitute an index which is published by the Bureau of Labor Statistics or similar agency in Landlord's sole and absolute discretion. Landlord shall notify Tenant of the substituted index, which shall be used to calculate the increase in the Base Monthly Rent. The "Increase" shall mean the percentage increase in the Index for the twelve (12) month period ending two (2) months before the date on which the increase in Base Monthly Rent is to be effective. For example, if the Base Monthly Rent is to be increased effective April 1, 2016, then the Increase shall be calculated based on the increase in the Index from February 2015, to February 2016.

Notwithstanding the foregoing, as inducement for Tenant to enter into this Lease, Landlord agrees that Tenant's obligation to pay the Base Monthly Rent shall not commence until July 1, 2015.

#### **4. USE OF THE PREMISES; COMPLIANCE**

##### **4.1. Use of the Premises**

Tenant shall use the Premises for the operation of a charter school, as authorized by the laws of the State of Nevada, and for such uses as may be contemplated under the relevant laws and regulations. Notwithstanding any provision in this Lease to the contrary, it is expressly

acknowledged by Landlord that this Lease contains no implied or express covenant for Tenant to conduct business in the Premises, continuously or otherwise, or to operate during any particular hours or in any particular manner. Furthermore, Landlord represents to Tenant that as of the Commencement Date, the Premises are located within a zoning and land use classification which permits Tenant's intended use of the Premises.

4.2. Compliance

As of the Commencement Date, Landlord represents that the Premises comply in all material respects with all applicable statutes, ordinances, rules, regulations, orders, covenants, restrictions of record, and requirements in effect which regulate the use of the Premises, including without limitation, the Americans with Disabilities Act. Subject to Landlord's representation, Tenant, at Tenant's sole expense, promptly shall comply with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the use by Tenant of the Premises, including without limitation all applicable requirements of the Nevada State Public Charter School Authority and State of Nevada laws and regulations.

**5. PROPERTY TAXES, OTHER CHARGES, ASSESSMENTS AND UTILITIES**

5.1. Tenant's Required Payments

Except as stated in Section 5.4, Tenant shall, commencing on the Commencement Date, (i) pay all "Property Taxes" (as defined in Section 5.1.1) and "Other Charges" (as defined in Section 5.1.2) that accrue during or are otherwise allocable to the term of this Lease; and (ii) concurrently provide Landlord with evidence of payment thereof. Property Taxes and Other Charges together are referred to herein as "Taxes."

5.1.1. "Property Taxes" shall mean all taxes, assessments, excises, levies, fees, and charges (and any tax, assessment, excise, levy, fee, or charge levied wholly or partly in lieu thereof or as a substitute therefor or as an addition thereto) of every kind and description, general or special, ordinary or extraordinary, foreseen or unforeseen, secured or unsecured, whether or not now customary or within the contemplation of Landlord and Tenant, that are levied, assessed, charged, confirmed, or imposed on or against, or otherwise with respect to, the Premises or any part thereof or any personal property used in connection with the Premises. It is the intention of

Landlord and Tenant that all new and increased taxes, assessments, levies, fees and charges be included within the definition of Property Taxes for the purpose of this Lease.

5.1.2. "Other Charges" shall mean all taxes, assessments, excises, levies, fees, and charges (including common area maintenance charges, charges relating to the cost of providing facilities or services), whether or not now customary or within the contemplation of Landlord and Tenant, that are levied, assessed, charged, confirmed, or imposed upon, or measured by, or reasonably attributable to (a) the Premises; (b) the cost or value of Tenant's furniture, fixtures, equipment, or personal property located in the Premises or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, regardless of whether title to such improvements is vested in Tenant or Landlord; (c) Base Monthly Rent and additional rent payable under the Lease, including, if applicable, Property Taxes, Other Charges, insurance, maintenance, and other costs incurred by Tenant by which Landlord may benefit, including sales and use tax, but excluding any gross income tax or excise tax levied by any public or government authority with respect to the receipt of any such rents and costs; and (d) the possession, leasing, operation, management, maintenance, alteration, repair, use, or occupancy by Tenant of the Premises.

5.2. Payments Not Required by Tenant

Tenant shall not be required to pay (i) any state or federal income or franchise taxes of Landlord, (ii) any state or federal estate, succession, inheritance, or transfer taxes of Landlord, or (iii) any environmental assessments, charges or liens arising in connection with the remediation of Hazardous Materials from the Premises or Land, the causation of which arose prior to the Delivery Date of this Lease, or to the extent caused by Landlord, its agents, employees or contractors; (iv) any assessments levied prior to the Delivery Date for the purpose of funding any portion of the costs of construction; or (v) any increase of, or reassessment in, real property taxes and assessments resulting from any sale, transfer, or other change in ownership of the Land during the Lease Term or from major alterations, improvements, modification or renovations to the Building.

5.3. Assessments

If any assessment for a capital improvement made by a public or governmental authority shall be levied or assessed against the Premises, and the assessment is payable either in a lump sum or on an installment basis, then Tenant shall have the right to elect the basis of payment; provided, however, throughout the entire term of this Lease, Tenant shall only pay those assessments (or portions thereof) that accrue during or are otherwise equitably allocable to the term of this Lease.

5.4. Property Tax Exemption.

Landlord and Tenant acknowledge that, pursuant to NRS 361.096(1), the Premises are eligible for exemption from ad valorem taxation as of the Lease Date based upon its permitted use under the education exemption granted (lease of property to a public charter school), and that otherwise ad valorem taxes would be payable as additional rent under Section 3 and under this Section 5, payable by Tenant. 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. The parties agree to cooperate to obtain and maintain such exemption, at the expense of Landlord. Notwithstanding the foregoing, should there come due during the term of this Lease Property Taxes or Other Charges (whether as a result of a change in law or interpretation or otherwise, and whether not in lieu of ad valorem taxes), Tenant shall pay, prior to delinquency, all such Property Taxes and Other Charges as additional rent. Tenant agrees to use its best efforts in assisting Landlord with obtaining any and all ad valorem property tax exemptions, including without limitation, by submitting information and executing documents as may be reasonably requested by Landlord and shall otherwise reasonably cooperate with Landlord in obtaining same.

5.5. Utility Payments

Tenant shall promptly pay when due all charges for water, gas, electricity, and all other utilities furnished to or used upon the Premises, including all charges for installation, termination, and relocations of such service. Landlord, at its option, may require Tenant to furnish Landlord with evidence of payment of such charges.

5.6. Tenant's Right to Contest Utility Charges, Contest Taxes and Seek Reduction of Assessed Valuation of the Premises

Subject to section 5.1, Tenant, at Tenant's sole cost and expense, shall have the right, at any time, to seek a reduction in the assessed valuation of the Premises or to contest any taxes or utility charges that are to be paid by Tenant; provided however, Tenant shall (i) give Landlord written notice of any such intention to contest at least thirty (30) days before any delinquency could occur;(ii) indemnify and hold Landlord harmless from all liability on account of such contest; (iii) take such action as is necessary to remove the effect of any lien which attached to the Premises or the improvements thereon due to such contest, or in lieu thereof, at Landlord's election, furnish Landlord with adequate security for the amount of the Taxes due plus interest and penalties; and (iv) in the event of a final determination adverse to Tenant, prior to enforcement, foreclosure or sale, pay the amount involved together with all penalties, fines, interest, costs, and expenses which may have accrued. Tenant may use any means allowed by statute to protest Taxes or utility charges as defined in this Section 5 as long as Tenant remains current as to all other terms and conditions of this Lease. If Tenant seeks a reduction or contests any Taxes or utility charges, the failure on Tenant's part to pay the Taxes or utility charges shall not constitute a default as long as Tenant complies with the provisions of this Section.

5.7. Landlord Not Required to Join in Proceedings or Contest Brought by Tenant

Subject to section 5.1, Landlord shall not be required to join in any proceeding or contest brought by Tenant unless the provisions of the law require that the proceeding or contest be brought by or in the name of Landlord or the owner of the Premises. In that case, Landlord shall join in the proceeding or contest or permit it to be brought in Landlord's name as long as Landlord is not required to bear any cost. Tenant, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered, together with all costs, charges, interest, and penalties incidental to the decision or judgment.

5.8. Tax Period and Adjustment of Taxes

Subject to sections 5.1, 5.4 and applicable provisions of Nevada law, for the purpose of this Lease, the calculation of Taxes payable by Tenant for any particular Lease Year shall be based upon the Taxes actually due and payable in accordance with applicable law during such Lease Year even though such Taxes may relate to a different period of time (such as the

taxing authority's fiscal year). [For example, if Taxes are payable on or before September 30 of each year with respect to the fiscal period beginning on the immediately preceding July 1 and ending on the immediately succeeding June 30, then, for all purposes of this Lease, Taxes for Lease Year "X" refers to the Taxes due and payable on September 30 of such Lease Year even though the same may relate in part to both such Lease Year and the succeeding Lease Year.] The parties hereby understand that, notwithstanding the foregoing, Taxes payable by Tenant in accordance with the terms of this Lease shall be appropriately adjusted for any partial Lease Year.

5.9. Monthly Installments of Property Taxes

In the event Tenant fails to timely pay an installment of Taxes due, then at Landlord's option, at any time upon written notice to Tenant and without in any way limiting Tenant's obligations under this Lease, Property Taxes shall be paid by Tenant as additional rent to Landlord in monthly installments for the remaining Term of this Lease on the same day that Base Monthly Rent is due hereunder. Such monthly installments shall be an estimated amount equal to one-twelfth (1/12) of the Property Taxes for the immediate preceding year, subject to adjustment when the actual amount of Property Taxes is determined. At such time as the actual amount of Property Taxes is determined, Landlord shall furnish to Tenant a statement indicating the actual amount of Property Taxes. Within thirty (30) days after receipt of such statement by Tenant, Tenant shall pay to Landlord any deficiency due. Any surplus paid by Tenant shall, at Tenant's option, be credited against the next installment(s) of Base Monthly Rent or other charges due from Tenant or be refunded to Tenant forthwith. Landlord's obligation to refund any surplus of Property Taxes paid by Tenant pursuant to this Section 5 shall survive expiration or termination of this Lease.

**6. FURNITURE, FIXTURES AND EQUIPMENT**

6.1. Furniture, Fixtures, and Equipment

During the term Tenant may, at Tenant's expense, place or install such furniture, trade fixtures, equipment, machinery, furnishings, face plates of signage and other articles of movable personal property (collectively, "Tenant's Personal Property") on the Premises as may be needed for the conduct of Tenant's business. It is expressly understood that the term "Tenant's Personal Property" as used herein shall in no event extend to leasehold improvements,

fixtures or similar “vanilla shell” items such as light fixtures, HVAC equipment, or other fixtures and equipment which are permanently affixed to the Premises.

6.2. Landlord’s Lien Waiver

Landlord acknowledges Tenant’s right to finance and to secure under the Uniform Commercial Code, inventory, furnishings, furniture, equipment, machinery, leasehold improvements and other personal property located in or at the Premises, and Landlord agrees to execute waiver forms releasing liens in favor of any purchase money seller, lessor or lender who has financed or may finance in the future such items. Without limiting the effectiveness of the foregoing, provided that no default shall have occurred and be continuing, Landlord shall, upon the request of Tenant, and at the Tenant’s sole cost and expense, execute and deliver any instruments necessary or appropriate to confirm any such grant, release, dedication, transfer, annexation or amendment to any person or entity permitted under this paragraph including landlord waivers with respect to any of the foregoing.

6.3. Removal of Tenant’s Personal Property at Expiration of Lease

At the expiration or earlier termination of the Lease, providing there is no material uncured Event of Default, Tenant’s Personal Property may be removed at the option of Tenant. In the alternative, at the expiration or earlier termination of the Lease, Landlord may require Tenant to remove Tenant’s Personal Property within a reasonable time following receipt of written notice from Landlord. Tenant immediately shall make such repairs and restoration of the Premises as may be necessary to repair any damage to the Premises from the removal of Tenant’s Personal Property, provided that Landlord does not intend to demolish the Premises at the expiration or termination of this Lease. Any of Tenant’s Personal Property not so removed shall be deemed abandoned, and Landlord may cause such property to be removed from the Premises and disposed of, but the reasonable cost of any such removal shall be borne by Tenant. The provisions of this paragraph shall survive the expiration or termination of this Lease. Notwithstanding the foregoing, Landlord recognizes that the State of Nevada has a right to retrieve Tenant’s Personal Property that was purchased by Tenant from funds received from the State of Nevada should Tenant dissolve or Tenant’s operation is otherwise terminated. Landlord agrees that in the event Tenant should cease operating or otherwise default under this Lease, Landlord will cooperate with the Nevada Department of Education (“Department”), including

providing the Department reasonable access to the Premises to retrieve Tenant's Personal Property that was purchase with funds received from the State of Nevada.

6.4. Right to Affix Signs

Tenant shall have the right to decorate the Premises and affix signs customarily used in its business upon the windows, doors, interior and exterior walls of the Premises. Landlord shall install those pylon and/or monument free-standing signs that constitute a portion of Landlord's Work, if any. Upon the expiration or earlier termination of the Lease, Tenant shall remove its signage plates within a reasonable time following receipt of written notice from Landlord. Tenant promptly shall make such repairs and restoration of the Premises as are necessary to repair any damage to the Premises from the removal of the signs.

6.5. Limitation on Landlord

Landlord acknowledges that Tenant shall have exclusive possession and control of the Premises during the Term of this Lease, therefore, Landlord shall have no right to place or install any Landlord-revenue generating improvements, signage or equipment on the Premises, including but not limited to, cell towers, communication devices, public telephones, newspaper machines or vending machines.

**7. MAINTENANCE AND REPAIRS OF THE PREMISES**

7.1. Maintenance and Repair of the Premises

The Building shall be maintained and repaired to the standard of similar first-class school buildings in the geographical area of the Building and in compliance with all applicable laws and regulations.

7.1.1. Tenant shall, at all times during the Term hereof and at Tenant's sole cost and expense, keep the Premises and Building and every part thereof in good and sanitary condition and repair,. Without limiting the generality of the foregoing:

7.1.1.1. Tenant shall maintain in good condition and to the highest standard of cleanliness its signs (whether within or outside of the Premises), metal work, walls, partitions, floors, doors and the interior and exterior of all windows in the Premises.

7.1.1.2. Tenant shall provide its own janitorial service at its sole cost and expense.

Tenant shall store all refuse and other waste materials within the Premises



in closed containers and shall cause such refuse and waste materials to be removed from the Premises daily to such location in the Building as may be designated from time to time by Landlord. Tenant shall not place or discard waste materials in any part of the Building, except the designated collection area.

7.1.1.3. Tenant shall retain the services of a licensed pest control contractor to maintain the Premises free of rodents, roaches and other vermin and to maintain in the same condition adjacent areas affected by rodents, roaches and other vermin attracted to the Premises.

7.2. Obligation to Keep the Premises Clear

Tenant shall keep the Premises, including sidewalks adjacent to the Premises and loading area allocated for the use of Tenant, clean and free from rubbish and debris at all times. Tenant shall store all trash and garbage within the Premises and arrange for regular pickup and cartage of such trash and garbage at Tenant's expense.

**8. ALTERATIONS AND IMPROVEMENTS**

8.1. Right to Make Alterations

At all times during the term of this Lease, except as provided in Section 13, Tenant may not make alterations, additions and improvements ("Alterations") to the interior or exterior of the Premises and parking areas adjacent to the Premises without the prior written approval of the Landlord. Any Alterations which may be made or installed by Tenant shall remain upon the Premises and, at the expiration or earlier termination of this Lease, shall be surrendered with the Premises to Landlord. All Alterations shall be accomplished by Tenant in a good workmanlike manner, in conformity with applicable laws, regulations and covenants, conditions and restrictions encumbering the Premises, and by a licensed contractor, and with respect to Alterations requiring Landlord's consent, the contractor shall be approved by Landlord. Prior to commencement of any such work, Tenant shall provide to Landlord copies of all required permits and governmental approvals. Upon completion of any such work, Tenant shall provide to Landlord "as-built" plans, copies of all construction contracts, building permits, inspection reports and proof of payment of all labor and materials. Tenant shall pay when due all claims for such labor and materials and shall give Landlord at least ten (10) days' prior written notice of the commencement of any such work. Landlord may enter upon the Premises, escorted

by a representative of Tenant, in such case, for the purpose of posting appropriate notices, including, but not limited to, notices of non-responsibility.

8.2. Tenant Shall Not Render Premises Liable For Any Lien

Tenant shall have no right, authority or power to bind Landlord, or any interest of Landlord in the Premises, nor to render the Premises liable for any lien or right of lien for the payment of any claim for labor, material, or for any charge or expense incurred to maintain, to repair or to make Alterations to the Premises. Tenant shall in no way be considered the agent of Landlord in the construction, erection, modification, repair, or alteration of the Premises. Notwithstanding the above, Tenant shall have the right to contest the legality or validity of any lien or claim filed against the Premises. No contest shall be carried on or maintained by Tenant after the time limits in the sale notice of the Premises for any such lien or claim unless Tenant (i) shall have duly paid the amount involved under protest; (ii) shall have procured and recorded a lien release bond from a bonding company acceptable to Landlord in an amount not less than one and one-half (1-1/2) times the amount involved; or (iii) shall have procured a stay of all proceedings to enforce collection. Upon a final adverse determination of any contest, Tenant shall pay and discharge the amount of the lien or claim determined to be due, together with any penalties, fines, interest, cost, and expense which may have accrued, and shall provide proof of payment to Landlord.

**9. INDEMNITY AND INSURANCE**

9.1. Indemnification

A. Tenant Indemnity. Tenant shall indemnify, defend, and protect Landlord, and hold Landlord harmless from any and all loss, cost, damage, expense and/or liability (including court costs and reasonable and actual attorneys' fees) incurred in connection with or arising at any time and from any cause whatsoever on the Premises which occurs during the Term of this Lease, other than damages proximately caused by reason of the negligence or willful misconduct of Landlord or its agents, contractors and employees, including, without limiting the generality of the foregoing: (i) any default by Tenant in the observance or performance of any of the terms, covenants, or conditions of this Lease on Tenant's part to be observed or performed; (ii) the use or occupancy of the Premises by Tenant or any person claiming by, through, or under Tenant; (iii) the condition of the Premises or any occurrence or happening on the Premises from any

cause whatsoever; or (iv) any acts, omissions, fraud or negligence of Tenant or any person claiming by, through, or under Tenant, or of the contractors, agents, servants, employees, visitors, or licensees of Tenant or any such person on the Premises, including any acts, omissions, or negligence in the making or performance of any alterations. Tenant further agrees to indemnify and hold harmless Landlord, Landlord's agents, and the landlord or landlords under all ground or underlying leases, from and against any and all loss, cost, liability, damage, and expense (including reasonable and actual attorneys' fees) incurred in connection with or arising from any claims by any persons by reason of injury to persons or damage to property occasioned by any use, occupancy, condition, occurrence, happening, act, omission, or negligence referred to in the preceding sentence. The provisions of this Section shall survive the expiration or sooner termination of this Lease with respect to any claims or liability occurring prior to such expiration or termination, and shall not be limited by reason of any insurance carried by Landlord and Tenant.

B. Landlord Indemnity. Except to the extent of any loss or damage resulting from the acts or omissions of Tenant, its agents, contractors, licensees or employees, Landlord shall indemnify, defend, and protect Tenant, and hold Tenant harmless from any and all loss, cost, damage, expense and/or liability (including court costs and reasonable and actual attorneys' fees) incurred in connection with: (i) a breach of this Lease by Landlord; (ii) the negligence, fraudulent or intentional misconduct of Landlord; (iii) the condition of the Premises or any occurrence or happening on the Premises from any cause whatsoever that occurs prior to the Delivery Date. The provisions of this Section shall survive the expiration or sooner termination of this Lease with respect to any claims or liability occurring prior to such expiration or termination, and shall not be limited by reason of any insurance carried by Landlord and Tenant.

9.2. Insurance Company Requirement

Insurance required by this Lease shall be issued by companies holding a general policyholder's rating of B++-VI or better as set forth in the most current issue of Best's Insurance Guide and authorized to do business in the state in which the Premises are located. If this publication is discontinued, then another insurance rating guide or service generally recognized as authoritative shall be substituted by Landlord.

9.3. Insurance Certificate Requirements

9.3.1. Tenant shall deliver to Landlord evidence of the existence and amounts of the insurance with additional insured endorsements and loss payable clauses as required herein. Tenant shall deliver to Landlord certificates of insurance in connection with Tenant's liability policy(ies), and evidence of property insurance in a form reasonably acceptable to Landlord in connection with Tenant's property policy(ies). No policy shall be cancelable or subject to reduction of coverage or other modification except after at least ten (10) days' prior notice to Landlord. Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to any insurance coverage, shall be deemed to limit or restrict in any way the liability of Tenant arising under or out of this Lease.

9.3.2. The insurance required to be maintained herein may be carried under blanket policies. The insurance shall provide for payment of loss jointly to Landlord and Tenant.

9.4. Minimum Acceptable Insurance Coverage Requirements

9.4.1. Tenant shall, at Tenant's expense, obtain and keep in full force during the term of this Lease a policy of combined single limit bodily injury and property damage insurance written on an occurrence basis insuring Tenant (with Landlord as an additional insured) against any liability arising out of ownership, use, occupancy, or maintenance of the Premises and all of its appurtenant areas. The insurance shall be in an amount not less than One Million Dollars (\$1,000,000) per occurrence; provided however, following receipt of notice from Landlord the limits of such insurance shall be increased from time to time during the term of the Lease to such amount as may be commercially reasonable. The policy shall provide blanket contractual liability coverage. However, the limits of the insurance shall not limit the liability of Tenant. In addition, Tenant shall, at Tenant's expense, obtain and keep in full force during the term of this Lease an umbrella liability policy in an amount not less than Three Million Dollars (\$3,000,000) in excess of primary insurance. The insurance to be maintained by Tenant pursuant to this Section 9.4.1 shall be primary and not contributory to any other insurance maintained by Landlord.

9.4.2. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a "Special Purpose" (as such term is used in the insurance industry) policy of insurance covering loss or damage to the Premises. The insurance shall be in an amount not less than eighty percent (80%) of the full guaranteed replacement cost of the building(s) (less slab, foundation, supports and other customarily excluded improvements). The policy shall contain only standard printed exclusions; include an agreed value endorsement waiving any coinsurance penalty, and an ordinance or law coverage endorsement covering increased costs resulting from changes in laws or codes, and demolition and removal of the damaged structure. In no event shall any deductible payable in connection with such policy, together with any other form of self-insurance, exceed Ten Thousand Dollars (\$10,000). In addition, if the Premises is located in flood zone A or V (including any flood zones commencing with the letters A or V) as defined by the Federal Emergency Management Agency (FEMA), or earthquake zone 1, 2, or 3 as defined by the Insurance Services Office (ISO), Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage due to earthquake and flood with respect to the Premises.

9.4.3. Tenant shall also obtain and keep in force during the term of this Lease worker's compensation coverage, insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the State of Nevada.

9.4.4. In addition to the foregoing, Tenant shall have the necessary insurance requirements under Section 386.215 of the Nevada Administrative Code, as that section may be amended.

9.5. Additional Insureds

Tenant shall name as additional insureds and loss payees on all insurance, Landlord, and to the extent acceptable to the insurance carrier(s), Landlord's successor(s) and/or, assignee(s) and any lender whose name and contact information has been provided in writing to Tenant.

9.6. Mortgage Endorsement

If requested by Landlord, the policies of insurance required to be maintained hereunder shall bear a standard first mortgage endorsement in favor of any holder or holders of a

first mortgage lien or security interest in the property with loss payable to such holder or holders as their interests may appear.

9.7. Renewals, Lapses or Deficiencies

Tenant shall, at least thirty (30) days prior to the expiration of such policies, furnish Landlord with renewal certificates of insurance or renewal binders. Should Tenant fail to provide to Landlord the renewals or renewal binders, or in the event of a lapse or deficiency of any insurance coverage specified herein for any reason, Landlord may immediately replace the deficient insurance coverage with a policy of insurance covering the Premises of the type and in the limits set forth above. Upon notice from Landlord of the placement of insurance, Tenant shall immediately pay to Landlord, as additional rent, an amount equal to the total cost of premiums and expense of such insurance placement. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies. If Tenant does or permits to be done anything which shall increase the cost of the insurance policies, then upon Landlord's demand Tenant shall immediately pay to Landlord, as additional rent, an amount equal to the additional premiums attributable to any acts or omissions or operations of Tenant causing the increase in the cost of insurance.

**10. PARTIAL AND TOTAL DESTRUCTION OF THE PREMISES**

10.1. Damage or Destruction of the Premises

If the Premises, or any portion of the Premises, shall be damaged by fire or other casualty that would be covered by the insurance carried by Tenant hereunder or required to be carried by Tenant hereunder (whether or not actually maintained by Tenant), and the cost of repairing such damage is not greater than fifty percent (50%) of the then full replacement cost thereof, Tenant shall repair the Premises (including all leasehold improvements) to substantially the condition prior to the casualty.

If the Premises shall be damaged by fire or other casualty to an extent greater than fifty percent (50%) of the then full replacement cost thereof, then Tenant shall have the option to either (i) repair or reconstruct the same to substantially the same condition as immediately prior to such fire or other casualty, or (ii) terminate this Lease by so notifying Landlord within sixty (60) days after the date of such fire or other casualty, such termination to be effective as of the date of such notice. In the event Tenant shall elect to repair or reconstruct in accordance with

subclause (i) of this Section, Tenant shall so notify Landlord in writing within thirty (30) days after the date of such casualty. Furthermore, notwithstanding anything to the contrary contained herein, if the Premises or the Project should be so damaged by fire or other casualty such that the damage cannot, in Landlord's and Tenant's reasonable opinion, be repaired within one hundred twenty (120) days after such casualty, then Landlord shall notify Tenant of same (the "Major Damage Notice") whereupon either Landlord or Tenant may terminate this Lease by delivering written notice to the other party within thirty (30) days after receipt of the Major Damage Notice.

The Base Monthly Rent required to be paid hereunder shall be abated in proportion to the portions of the Premises, if any, which are unusable by Tenant for the operation of its business by fire or other casualty hereunder until repairs of the Premises are completed, or if the Premises are not repaired, until the termination date hereunder. Other than such Rent abatement, no damages, compensation or claim shall be payable by Landlord for loss of the use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience, loss of business, or annoyance arising from any such repair and reconstruction. If any portion of Rent is abated under this Section, Tenant shall have the option to extend the expiration date of this Lease for a period equal to the length of the abated period.

If the damage results from default or negligence of Tenant, its agents, employees, licensees or invitees, then Tenant shall not be entitled to any abatement or reduction of any Rent or other sums due hereunder and, if the cost to repair such damage is not fully covered by Landlord's insurance, such damage shall be repaired by Tenant, or at Landlord's option by Landlord at Tenant's expense (to the extent Landlord is not reimbursed by insurance). If this Lease is terminated as provided above, all Base Monthly Rent shall be apportioned and paid up to the termination date. Landlord shall not be required to repair or replace any furniture, furnishings or other personal property which Tenant may be entitled to remove from the Premises or any property constructed and installed by or for Tenant in the Premises.

Notwithstanding anything to the contrary in this Section, Tenant shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Section occurs during the last Two (2) Lease Years of the Term.

10.2. Application of Insurance Proceeds

All insurance proceeds payable under any fire or other casualty insurance policy maintained by Tenant covering the Premises or any leasehold improvements and covering Tenant's personal property at the Premises, shall be payable solely to Tenant and Landlord shall have no interest therein. All insurance proceeds payable under any fire or other casualty insurance policy maintained by Tenant and covering Tenant's personal property, including without limitation Tenant's inventory, furniture, trade fixtures, and equipment, shall be payable solely to Tenant and Landlord shall have no interest therein. All insurance proceeds payable under the Insurance policy maintained by Tenant, covering Landlord's Work, any leasehold improvements or alterations shall be used to restore such Landlord's Work, improvements and alterations at the Premises at any time that the Premises are restored by Tenant pursuant to this Section 10. Any proceeds from any such Insurance policy covering any Landlord's Work, leasehold improvements or alterations installed by Tenant at Tenant's expense and not applied to such restoration shall be payable to Landlord and Tenant as their respective interest in such Landlord's Work, improvements and alterations may exist at such time, based upon the amortization of the cost of such improvements and alterations over the Lease Term, using a ten percent (10%) discount factor, with Tenant entitled to one hundred percent (100%) of such proceeds at the commencement of the Lease Term and Landlord entitled to one hundred percent (100%) of such proceeds upon the expiration of the Lease Term.

**11. CONDEMNATION**

11.1. Condemnation Damages

In the event of the taking or conveyance of the whole or any part of the Premises by reason of condemnation by any public or quasi-public body ("Condemnation"), Landlord and Tenant shall represent themselves independently in seeking damages before the condemning body. Each party shall be entitled to the amount awarded respectively to each. Landlord shall be entitled to the entirety of the award with the exception of the following:



- 11.1.1. Any portion of the award attributable to Tenant's leasehold improvements made to the Premises by Tenant in accordance with this Lease, which improvements Tenant has the right to remove from the Premises upon the expiration or termination of the Lease pursuant to the provisions of this Lease, but elects not to remove;
  - 11.1.2. Any portion of the award attributable to Tenant's furniture, fixtures and equipment ("FF&E") installed in the Premises in accordance with this Lease, which FF&E Tenant has the right to remove from the Premises upon the expiration or termination of the Lease pursuant to the provisions of this Lease, but which are to remain in the Premises as a result of such taking;
  - 11.1.3. Any portion of the award attributable to: (i) removing Tenant's FF&E; (ii) damage or loss to Tenant's business and good will and (iii) moving and relocation expenses; and
  - 11.1.4. Any portion of the award attributable to the unexpired portion of Tenant's interest in the leasehold estate created by this Lease.
- 11.2. Termination of Lease Due to Condemnation

In the event the Condemnation materially adversely affects the use of the Premises as defined in Section 4, Tenant may terminate the Lease by giving Landlord notice of termination within sixty (60) days of receipt of notice of the Condemnation; provided, however, if such notice fails to substantially disclose the material nature, scope and extent of the Condemnation, then such 60-day notice period shall only commence to run on such later date that Tenant obtains such disclosures. The effective date of the termination shall be the date upon which fee simple interest is vested in the condemning authority. In the event of termination hereunder, Tenant shall be released from further obligations or liabilities arising under the Lease thereafter. In the event of termination, Base Monthly Rent, Property Taxes, Other Charges and any other items of additional rent (collectively, "Rent and Charges") shall be prorated based upon the actual number of days in the period to be prorated. Within thirty (30) days following the termination, Landlord shall refund to Tenant any Rent and Charges paid to Landlord in advance of the termination. In the event of a Condemnation that does not result in the termination of this Lease, Base Monthly Rent shall be equitably reduced as of the effective date of the Condemnation. Landlord's obligations pursuant to this Section shall survive termination of this Lease.

## 12. ASSIGNMENT AND SUBLETTING

### 12.1. Tenant's Right of Assignment and Subletting

Subject to Section 12.5, Tenant shall not voluntarily or by operation of law assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity to occupy or use any part of the Premises, without first obtaining the consent of Landlord. Any assignment, encumbrance, or sublease without Landlord's consent shall be voidable and, at Landlord's election, shall constitute a default.

### 12.2. Landlord's Option to Preserve Subtenancies

In the event of Tenant's surrender of this Lease or the termination of this Lease in any other manner, Landlord may, at its option, either terminate any or all subtenancies or succeed to the interest of Tenant as sublandlord thereunder. No merger shall result from Tenant's sublease of the Premises under this Section, Tenant's surrender of this Lease, or the termination of this Lease in any other manner.

### 12.3. Continuing Obligation of Tenant

Subject to Section 12.5, no transfer permitted by this Section 12 shall release Tenant from its liability to pay the rent and to perform all other obligations of Tenant under this Lease. Consent to one transfer is not a consent to any subsequent transfer. If Tenant's transferee defaults under this Lease, Landlord may proceed directly against Tenant. Landlord shall not consent to subsequent assignments or modifications of this Lease by Tenant's transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenant's liability under this Lease.

### 12.4. Assignments and/or Subletting Not Requiring Landlord's Consent

Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right, without Landlord's consent, to assign or transfer this Lease, or sublet the Premises:

12.4.1. To any parent, subsidiary, division or affiliate of Tenant; provided, however, Tenant shall provide Landlord with a copy of the sublease or assignment no later than thirty (30) days after the subtenant or assignee takes possession of the Property.

12.4.2. In connection with a merger, sale, consolidation, reorganization or acquisition involving the Tenant (whether or not Tenant is the surviving entity); or to any entity

acquiring all or substantially all of the assets of Tenant; provided that: (a) the assignee assumes all of Tenant's obligations hereunder in writing and agrees to perform all of the obligations of Tenant under this Lease; (b) Tenant promptly shall notify Landlord in writing of the occurrence of any of the foregoing events, and shall provide such documentation supporting or evidencing said event as may be reasonably requested by Landlord; and (c) a true and correct copy of the assignment and assumption agreement is delivered to Landlord.

### **13. DEFAULT AND TERMINATION**

#### **13.1. Event of Default**

The occurrence of any of the following events (each an "Event of Default") shall constitute a default by Tenant:

- 13.1.1. Failure by Tenant to pay rent within Three (3) business days of written notice from Landlord that such amount is past due; provided, however, for up to two (2) times during any twelve (12) consecutive month period, if any payment of rent is not received when due, Landlord shall notify Tenant in writing (a "Late Notice"), and Tenant shall have ten (10) days from the date of receipt of the Late Notice to make full payment of the rent. If the late rent is not paid within the ten (10) day period, or if any subsequent rent during that twelve (12) consecutive month period is not received when due after Landlord has delivered to Tenant the two (2) Late Notices as hereinabove required, then Tenant shall be in default of this Lease.
- 13.1.2. Failure by Tenant to perform or comply with any provision of this Lease (other than as set forth in Section 13.1.1) if the failure is not cured within sixty (60) days after notice has been given by Landlord to Tenant. If, however, the failure cannot reasonably be cured within the 60 day cure period, Tenant shall not be in default of this Lease if Tenant commences to cure the failure within the cure period and diligently and in good faith continues to cure the failure.
- 13.1.3. To the extent permitted by law, a general assignment by Tenant for the benefit of creditors, or the filing by or against Tenant of any proceeding under any insolvency or bankruptcy law, unless in the case of a proceeding filed against Tenant the same is dismissed within sixty (60) days, or the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant, unless possession is

restored to Tenant or such guarantor within (30) days, or any execution or other judicially authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease, unless such seizure is discharged within thirty (30) days.

13.2. Landlord's Remedies

Landlord shall have any one or more of the following remedies after the occurrence of a default by Tenant. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law, in equity, or otherwise:

13.2.1. Terminate this lease and re-enter the Premises and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder; or

13.2.2. Without terminating this Lease, re-enter the Premises and occupy the whole or any part thereof for and on account of Tenant and collect the rent and any other rent that may thereafter become payable; or

Should Landlord have re-entered the Premises under the Section 13.2.2. above, Landlord shall not be deemed to have terminated this Lease, or the liability of Tenant to pay rent thereafter to accrue, or its liability for damages under any of the provisions hereof, by any such re-entry or by any action in unlawful detainer, or otherwise, to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease, and Tenant further covenants that the service by Landlord of any notice pursuant to the unlawful detainer statutes of the State of Nevada and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary at the time or at any time subsequent to the serving of such notices and such election be evidenced by a written notice to tenant) be deemed to be a termination of this Lease. In the event of any entry or taking possession of the Premises as aforesaid, Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and may place the same in storage at a public warehouse at the expense and risk of Tenant.

Should Landlord elect to terminate this Lease under the provisions of Subsections 13.2.1 or 13.2.2 above, Landlord may recover from Tenant as damages:

(a) the worth at the time of award of any unpaid rent which have been earned at the time of such termination; plus

(b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(c) the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to any costs or expenses incurred by Landlord in maintaining or preserving the Premises after such default, preparing the Premises for such reletting, leasing commissions, or any other costs necessary or appropriate to relet the Premises; plus

(e) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under Nevada law.

As used in Subsection (a) and (b) above, the "worth at the time of award" is computed by allowing interest at the maximum lawful rate ("Interest Rate"). As used in Subsection (c) above, the "worth at the time of award" is computed by discounting such amount at the then existing discount rate of the Federal Reserve Bank, San Francisco, California.

13.3. Late Charge

If Tenant fails to pay when due any payment of rent or other charges which Tenant is obligated to pay to Landlord under this Lease, there shall be a late charge, immediately payable by Tenant as additional rent, in the amount of two percent (2%) of each such obligation. Landlord and Tenant agree that this sum is reasonable to compensate Landlord for accounting and administrative expenses incurred by Landlord. In addition to the late charge, any and all rent or other charges which Tenant is obligated to pay to Landlord under this Lease which are unpaid shall bear interest at the rate set forth in Section 13.5 from the date of Landlord's Late Notice to Tenant until paid, said interest to be payable by Tenant as additional rent. Landlord and Tenant

agree that this sum is reasonable to compensate Landlord for the loss of the use of funds. Notwithstanding the foregoing, in the event Landlord shall have provided written notice to Tenant in accordance with Section 13.1.1, Tenant shall not be obligated to pay the late charge and interest otherwise due pursuant to this Section 13.3 unless ten (10) days shall have lapsed following Tenant's receipt of said notice and the delinquent amount(s) shall not have been paid. In addition to the foregoing, if any check tendered by Tenant to Landlord is dishonored by the financial institution upon which the check is drawn (e.g., insufficient funds, uncollected funds, account closed, payment stopped, etc.), Tenant shall pay to Landlord the greater of Twenty Dollars (\$20.00) or the actual service fee charged by Landlord's financial institution in connection with such dishonored check.

13.4. Surrender of Premises

No act or thing done by Landlord or any agent or employee of Landlord during the Lease term shall be deemed to constitute an acceptance by Landlord or a surrender of Premises unless such intent is specifically acknowledged in a writing signed by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord and, notwithstanding such delivery, Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been terminated properly. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises.

13.5. Interest Charges

Any amount not paid by one party to the other when due to the other party will bear interest from the date of the Late Notice with respect to any Tenant's monetary obligations or with respect to Landlord, from the date due at the prime commercial rate being charged by Bank of America N.A. in effect on the date due per annum. If Bank of America N.A. is no longer in existence, then another comparable bank or financial institution shall be substituted by Landlord.

13.6. Tenant's Default

If Tenant is in material default of the Lease beyond all applicable notice and cure periods, then:

13.6.1. For so long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent, Tenant will have the right to assign or sublet its interest in the Lease, but Tenant will not be released from liability.

13.6.2. No structural changes to the building at any cost shall be permitted without the prior written approval of Landlord.

13.6.3. All costs of removing Tenant's signage of the Premises shall be paid by Tenant whether or not Landlord terminates this Lease.

13.7. Default by Landlord

Landlord shall be in default if Landlord fails to perform any provision of this Lease required of it and the failure is not cured within thirty (30) days after notice has been given to Landlord. If, however, the failure cannot reasonably be cured within the cure period, Landlord shall not be in default of this Lease if Landlord commences to cure the failure within the cure period and diligently and in good faith continues to cure the failure. If Landlord shall at any time default beyond the applicable notice and cure period, Tenant shall have the right to: (i) cure such default on Landlord's behalf; or (ii) terminate this Lease. Subject to Section 13.5, any sums expended by Tenant in choosing to cure such default, and all reasonably necessary incidental costs and expenses incurred in connection therewith, shall be payable by Landlord to Tenant within thirty (30) days following demand therefor by Tenant; provided, however, that Tenant shall not be entitled to any deduction or offset against any rent otherwise payable to Landlord under this Lease, and in no event may Tenant terminate this Lease in the event of a default by Landlord.

13.8. Notices of Default

Notices given under this Section 13 shall specify the alleged default or breach, the cure period and the applicable Lease provision(s).

**14. RIGHT OF INSPECTION**

Landlord and Landlord's authorized representatives shall have the right (but not the obligation) after forty-eight (48) hours prior notice to Tenant, to enter upon the Premises at

all reasonable hours for the purpose of inspecting the Premises or of making repairs, additions, or alterations in or upon the Premises, and, for the purpose of exhibiting the Premises to prospective tenants in the last six (6) months of the terms, prospective purchasers, and/or lenders; provided that Landlord shall comply with applicable laws regarding confidentiality of student records. Provided Tenant is not in default beyond any applicable cure period, Landlord shall not exhibit any “for sale” or “for lease” signs during the term of the Lease. Tenant’s authorized representatives shall have the right but not the obligation to accompany Landlord or Landlord’s representatives during any entry by Landlord or its authorized representatives unto the Premises and Landlord and its authorized representatives shall strictly comply with any of Tenant’s risk management procedures (for example sign-in procedures).

## **15. WAIVER OF BREACH**

No waiver by either party of any breach of any one or more of the terms, covenants, conditions, or agreements of this Lease shall be deemed to imply or constitute a waiver of any succeeding or other breach. Failure of either party to insist upon the strict performance of any of the terms, conditions, covenants, and agreements of this Lease shall not constitute or be considered as a waiver or relinquishment of the party’s rights to subsequently enforce any default, term, condition, covenant, or agreement, which shall all continue in full force and effect. The rights and remedies of the parties under this Lease shall be cumulative and in addition to any and all other rights and remedies which each party has or may have.

## **16. NOTICES**

### **16.1. Notice Requirements**

All notices, requests, consents, approvals or demands herein provided to be given or made, or which may be given or made by either party to the other, shall be given or made only in writing and shall be deemed to have been duly given: (i) when delivered personally at the address set forth below, or to any agent of the party to whom notice is being given, or if delivery is rejected when delivery was attempted; or (ii) on the date delivered when sent via Overnight Mail, properly addressed and postage prepaid; or (iii) on the date sent via facsimile transmission; or (iv) upon delivery, or if delivery is rejected when delivery was attempted of properly addressed first class mail, postage prepaid with return receipt requested. The proper address to which notices, requests, or demands may be given or made by either party shall be the address



set forth at the end of this Section or to such other address or to such other person as any party shall designate. Such address may be changed by written notice given to the other party in accordance with this Section.

If to Landlord:

Premier Educational Facilities, LLC

Attn: Joshua Ford, Manager

7 Vintage Valley Dr.

Las Vegas, NV 89141

Phone: 702-375-6139

Fax: N/A

If to Tenant:

Equipo Academy

Attn: Benjamin Salkowe

4151 East Bonanza Road

Las Vegas, NV 89110

Phone: 702-885-8805

Fax: N/A

16.2. Payments Under Lease

Rent and all other payments due to Landlord under this Lease shall be paid in lawful money of the United States of America without offset or deduction except as set forth herein, to the name and at the address set forth in Section 16.1 above or to such other persons or parties or at such other places as Landlord may from time to time designate in writing.

**17. RELATIONSHIP OF THE PARTIES**

This Lease shall not be deemed or construed by the parties, nor by any third party, as creating the relationship of (i) principal and agent, (ii) partnership, or (iii) joint venture between the parties. Neither the method of computation of rent nor any other provision of this Lease, nor any acts of the parties are other than in the relationship of landlord and tenant.

**18. SUBORDINATION, ATTORNMENT AND ESTOPPEL**

18.1. Subordination and Non-Disturbance

Subject to the provisions of this Section, this Lease and the leasehold estate created hereby shall be, at the option and upon written declaration of Landlord, subject, subordinate, and inferior to the lien and estate of any liens, trust deeds, and encumbrances

("Mortgages"), and all renewals, extensions, or replacements thereof, now or hereafter imposed by Landlord upon the Premises; provided, however, that Landlord covenants to obtain from each holder of a Mortgage that this Lease shall not be subordinate to any Mortgage arising after the date of this Lease, or any renewal, extension, or replacement thereof, unless and until Landlord provides Tenant with an agreement ("Non-Disturbance Agreement"), which shall provide that so long as Tenant is not in default hereunder, Landlord's and Tenant's rights and obligations hereunder shall remain in force and Tenant's right to possession shall be upheld. The Non-Disturbance Agreement shall be in the form mutually acceptable to Landlord and Tenant, in recordable form, including such commercially reasonable terms as may be requested by such holder of Mortgages. The Non-Disturbance Agreement may contain additional provisions as are customarily requested by secured lenders with liens encumbering real property security similar to the Premises, including, without limitation, Tenant's agreement to attorn as set forth in Section 18.2. Tenant shall, promptly following a request by Landlord and after receipt of the Non-Disturbance Agreement, execute and acknowledge a subordination agreement or other documents commercially reasonably required to establish of record the priority of any such encumbrance over this Lease, so long as such agreement does not otherwise increase Tenant's obligations or diminish Tenant's rights hereunder.

18.2. Attornment

In the event of foreclosure of any Mortgage, whether superior or subordinate to this Lease, then (i) this Lease shall continue in force; (ii) Tenant's quiet possession shall not be disturbed if Tenant is not in default hereunder; and (iii) Tenant shall attorn to and recognize the mortgagee or purchaser at foreclosure sale ("Successor Landlord") as Tenant's landlord for the remaining term of this Lease. Tenant's obligation to so attorn to any Successor Landlord is expressly conditioned upon Tenant's prior receipt from such Successor Landlord of a Non-Disturbance Agreement.

18.3. Estoppel Certificate

Landlord and Tenant shall, at any time upon not less than thirty (30) days prior written notice, execute and deliver to a prospective new landlord, lender, or assignee or subtenant of Tenant, or other appropriate third party, as the case may be, a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the

nature of such modification and certifying that this Lease, as so modified, is in full force and effect), (b) the date to which the rent and other charges are paid in advance, if any and (c) acknowledging that there are not, to the party's best knowledge, any uncured defaults or unfulfilled obligations on the part of the other party hereunder, or specifying such defaults or unfulfilled obligations if any are claimed.

## **19. FINANCIAL COVENANTS**

### 19.1. Financial Statements.

Tenant shall furnish to Landlord, annual unqualified audited financial statements within One Hundred Eighty (180) days of Tenant's fiscal year end. Landlord agrees to maintain the confidentiality of all financial information furnished by Tenant hereunder. Within thirty (30) days from the end of Tenant's fiscal quarter, Tenant shall provide quarterly internal budget statements and semiannual enrollment figures including waiting lists and attrition, corresponding with the required reporting to its charter authorizer.

### 19.2. Financial Manager

Tenant shall maintain a management contract with a qualified charter school Management consultant or an in house business manager with qualifications acceptable to Landlord's lender to oversee Tenant's financial operations.

## **20. ATTORNEYS' FEES**

### 20.1. Recovery of Attorneys' Fees and Costs of Suit

In the event of any legal action or proceeding brought by either party against the other arising out of this Lease, the prevailing party in such action shall be entitled to recover from the non-prevailing party therein reasonable attorneys' fees and costs incurred in such action (including, without limitation, all costs of appeal) and such amount shall be included in any judgment rendered in such proceeding. For purposes of this Lease a party shall be considered the "prevailing party" to the extent that (1) such party initiated the litigation and substantially obtained the relief which it sought ) whether by judgment, voluntary agreement or action of the other party, trial or alternative dispute resolution process), (2) such party did not initiate the litigation and did not receive judgment in its favor, but the party receiving the judgment did not substantially obtain the relief which it sought, or (3) the other party to the litigation withdrew its claim or action without having substantially received the relief which it was seeking.

## **21. CONSENT**

Except as otherwise expressly set forth in this Lease, any consents or approvals required of either party hereunder shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, in the event a party fails to respond within thirty (30) days of receipt of a request for consent or approval, such failure shall be deemed to be that party's consent or approval of the matter that is the subject of the notice.

## **22. AUTHORITY TO MAKE LEASE; COVENANT OF QUIET ENJOYMENT**

### **22.1. Full Power and Authority to Enter Lease**

The parties covenant and warrant that each has full power and authority to enter into this Lease.

### **22.2. Quiet Enjoyment**

Landlord covenants and warrants that Tenant shall have and enjoy full, quiet, and peaceful possession of the Premises, its appurtenances and all rights and privileges incidental thereto during the term, as against all persons claiming by, through, or under Landlord, subject to the provisions of this Lease and any title exceptions in existence on the Commencement Date. Landlord shall defend, indemnify, and hold harmless Tenant from any costs or expenses incurred from a breach of this covenant.

### **22.3. No Violation of Covenants and Restrictions**

Tenant leases the Premises subject to all encumbrances, covenants, conditions, restrictions, easements, rights of way, and all other matters of record affecting the Premises. Tenant shall not violate, permit a violation, or cause Landlord to violate any recorded covenants and restrictions affecting the Premises. Tenant shall defend, indemnify, and hold harmless Landlord from any costs or expenses incurred from such a violation.

## **23. HAZARDOUS MATERIAL**

### **23.1. Environmental Compliance**

To Landlord's actual knowledge as of the date of this Lease, Landlord represents that there are no Hazardous Materials (as the same is defined under "Laws" defined below) on the Premises. Landlord shall indemnify and hold Tenant harmless from any and all claim, loss or damage incurred by Tenant, due to Landlord's breach of the foregoing representation. From and

after the date of delivery of possession of the Premises to Tenant, (i) Landlord shall be responsible for its own acts relating to Hazardous Materials on the Premises; and (ii) Tenant shall be responsible for its own acts relating to Hazardous Materials on the Premises. Each party shall indemnify and hold harmless the other party from any and all loss and damage arising from such party's acts relating to Hazardous Materials on the Premises.

Landlord and Tenant shall at all times and in all respects comply with all Laws (as defined below) relating to industrial hygiene, environmental protection, and the use, analysis, generation, emission, manufacture, storage, disposal or transportation of any Hazardous Material in, on, under or about the Premises, respectively.

Without limiting the foregoing, if the presence of any Hazardous Material on the Premises is caused or permitted by Tenant and results in any contamination of the Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material. Provided, however, Tenant shall not take any remedial action in response to the presence of any Hazardous Materials in or about the Premises nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Materials in any way connected with the Premises, without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear, intervene or otherwise appropriately assert and protect Landlord's interest with respect thereto.

As used herein, the term "Laws" means applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Material affecting the Premises, whether in effect as of the date hereof or hereinafter enacted.

## **24. GENERAL PROVISIONS**

### 24.1. Gender; Number

The use of (i) the neuter gender includes the masculine and feminine and (ii) the singular number includes the plural, whenever the context requires.

### 24.2. Captions

Captions in this Lease are inserted for the convenience of reference only and do not define, describe, or limit the scope or the intent of this Lease or any of its terms.

24.3. Exhibits

All attached exhibits are a part of this Lease and are incorporated in full by this reference. Except as specifically provided herein, if any provision contained in any exhibit hereto is inconsistent or in conflict with any provisions of this Lease, the provisions of this Lease shall supersede the provisions of such exhibit and shall be paramount and controlling.

24.4. Entire Agreement

This Lease contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Lease.

24.5. Drafting

This Lease shall not be construed more strictly against one party than the other because it may have been drafted by one of the parties or its counsel, each having contributed substantially and materially to the negotiation and drafting hereof. Unless the context clearly requires otherwise, (i) the plural and singular members are each deemed to include the other, (ii) the masculine, feminine and neuter genders are deemed to include the others, (iii) “shall”, “will” and “agrees” are mandatory and “may” is permissive, (iv) “or” is not exclusive, and (v) “includes” and “including” are not limiting.

24.6. Modification

No modification, waiver, amendment, discharge, or change of this Lease shall be valid unless it is in writing and signed by the party against which the enforcement of the modification, waiver, amendment, discharge, or change is or may be sought.

24.7. Joint and Several Liability

If any party consists of more than one person or entity, the liability of each such person or entity signing this Lease shall be joint and several.

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24.8. Governing Law

This Lease shall be construed and enforced in accordance with the laws of the State of Nevada. In the event any provision contained in this Lease is inconsistent or in conflict with local law, custom, or practice, the provisions of this Lease shall supersede and shall be paramount and controlling.

24.9. Time of Essence

Time is of the essence of every provision of this Lease.

24.10. Severability

In the event any term, covenant, condition, or provision of this Lease is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, or provision is invalid, void, or otherwise unenforceable shall in no way affect the validity or enforceability of any other term, covenant, condition, or provision of this Lease.

24.11. Successors and Assigns

Except as otherwise provided herein, all terms of this Lease shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and assigns.

24.12. Limitation of Landlord's Liability

Notwithstanding anything contained in this Lease to the contrary, Landlord shall not incur any liability beyond Landlord's interest in the Premises upon a breach of this Lease, and Tenant shall look exclusively to such interest in the Premises for the payment and discharge of any obligations imposed upon Landlord under this Lease. The provisions of this Section shall not apply (i) in the event of Landlord's gross negligence, fraudulent or willful misconduct, and (ii) prior to the Delivery Date.

24.13. Further Assurances

Each party hereto shall perform all further acts and shall execute and deliver all further documents which may be reasonably necessary or required to accomplish the purposes of this Agreement.

24.14. Counterparts

This Lease may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one agreement. Any signature on a copy of this Lease or any document necessary or convenient thereto sent by facsimile shall be binding upon transmission by facsimile and the facsimile copy may be utilized for the purposes of this Lease.


[The remainder of this page is left intentionally blank;  
Signature page(s) to follow]



The Landlord and Tenant hereby enter into the above Land and Building Lease Agreement this 21<sup>st</sup> day of April, 2015.

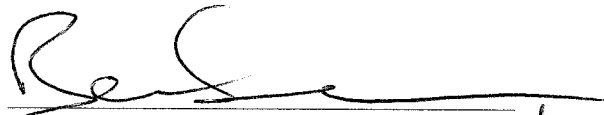
**LANDLORD:**

PREMIER EDUCATIONAL FACILITIES, LLC,  
a Nevada limited liability company

By:   
Joshua S. Ford, Manager

**TENANT:**

EQUIPO CHARTER SCHOOLS,  
dba Equipo Academy  
a Nevada non-profit corporation

By:   
Benjamin Salkowe, ~~President~~ Principal

**LAND AND BUILDING LEASE AGREEMENT**

**EXHIBIT "A"**

THAT PORTION OF THE NORTHEAST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT FOUR(4) AS SHOWN BY MAP THEREOF ON FILE 76 OF PARCEL MAPS, PAGE 80 IN THE OFFICE OF THE COUNTY RECORDER OF CLAR COUNTY, NEVADA.

Subject Property commonly known as: 4151 East Bonanza Road, Las Vegas, NV 89110



Estella Spaine <estella.spaine@equipoacademy.org>

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## Equipo Academy 2021-2022 Rent and Fee Rate

2 messages

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**josh@premiereducationalfacilities.com** <josh@premiereducationalfacilities.com> Mon, Sep 20, 2021 at 11:06 AM  
To: Estella Spaine <estella.spaine@equipoacademy.org>

To whom it may concern,

Unless there is an update to the lease requested by Equipo Academy, Premier Educational Facilities, LLC will not increase rent rate or fees for Equipo Academy in the 2021-2022 academic year from the 2020-2021 academic year discount of \$50,000 per month.

**Best,**

**Josh Ford, NACD.CD**

Founder

C: 702-375-6139

Josh@premiereducationalfacilities.com



---

**Estella Spaine** <estella.spaine@equipoacademy.org>  
To: Jill Beharry <jbeharry@csbm.com>

Mon, Sep 20, 2021 at 11:15 AM

FYI

[Quoted text hidden]

--

**Many Blessings,  
Ms.Spaine**

**Estella Spaine  
Director of Operations  
Equipo Academy  
East Las Vegas College Prep**

phone: 702-907-0432  
cell: 702-238-9224  
fax: 702-825-3622  
e-mail: [estella.spaine@equipoacademy.org](mailto:estella.spaine@equipoacademy.org)  
web: [www.equipoacademy.org](http://www.equipoacademy.org)

## SUBLEASE

THIS SUBLEASE is entered into as of 12/7/2021, 2021, by EQUIPO ACADEMY, LLC, a Nevada limited liability company (“Sublessor”), whose address is \_\_\_\_\_ and LABORERS’ INTERNATIONAL UNION LOCAL NO. 872 (“Sublessee”) whose address is \_\_\_\_\_.

## RECITALS

A. Sublessor is the tenant under a Lease Agreement between PREMIER EDUCATIONAL FACILITIES, LLC, a Nevada limited liability company (the “Prime Lessor”) and Sublessor dated April 21, 2015 (as amended; the “Prime Lease”) for certain property (“Prime Premises”), a copy of which is attached as **Exhibit A** to this Sublease. Sublessee has recently sold and conveyed in fee simple to Prime Lessor, certain property (APN: 140-31-501-003) (“Expansion Premises”) pursuant to a Purchase Agreement (the “Purchase”) between Prime Lessor (as buyer) and Sublessee (as seller).

B. Prime Lessor and Sublessor has since expanded the Prime Premises under the Prime Lease to include the Expansion Premises pursuant to an amendment to the Prime Lease.

C. Sublessee now wishes to sublease from Sublessor a portion of the Expansion Premises demised under the Prime Lease, and Sublessor is willing to sublease such space to Sublessee under the terms and conditions set forth in this Sublease.

## AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

**1. Description and Demise of Premises.** Sublessor hereby demises and leases to Sublessee, for the term specified in Paragraph 2 below, that portion of the premises demised to Sublessor under the Prime Lease indicated by the boundary shading (in yellow) on **Exhibit B** to this Sublease (the “Subleased Premises”).

**2. Term.** The term of this Sublease shall begin at noon on 12/7/2021, 2021 (“Commencement Date”) and shall end six (6) months from the Commencement Date (“Term”), unless terminated earlier pursuant to the provisions of this Sublease.

**3. Permitted Use.** Sublessee shall use the Subleased Premises only for (i) storage purposes, (ii) trainings for safe working habits for the labor occupation and for no

other purpose whatsoever. Sublessee shall not use or permit the use of the Subleased Premises for any purpose which is illegal, creates obnoxious odors (including tobacco smoke), noises or vibrations, is dangerous to persons or property, could increase Sublessor or Prime Lessor's insurance costs, or which, in Sublessor's reasonable opinion, unreasonably disturbs or interferes with the operation or maintenance of the Prime Premises or any work by Sublessor or its contractors in the Premises. Sublessee shall comply with all applicable statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity, now or hereafter adopted, including the Americans with Disabilities Act and any other law pertaining to disabilities and architectural barriers (collectively, "*ADA*"), and all laws pertaining to the environment, including the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq. ("*CERCLA*"), and all restrictive covenants existing of record and all rules and requirements of any existing association or improvement district affecting the Property. Sublessee shall also cause its agents, contractors, subcontractors, employees, customers, and subtenants to comply with all rules and regulations.

**4. Partial Incorporation of Prime Lease.** The following provisions of the Prime Lease are by this reference made part of this Sublease: 7.1, 7.2, 8.1, 8.2, 9.1(A), 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 13.1, 13.2, 14, 15, 20, 23.1

Any provision of the Prime Lease that is *not* listed in this paragraph 4 but is referred to in another provision of the Prime Lease that *is* listed above in this paragraph 4 is incorporated only for the purpose and to the extent necessary to give meaning to such reference. The terms "Landlord" and "Tenant" as used in such provisions of the Prime Lease shall be deemed to refer to "Sublessor" and "Sublessee" respectively for purposes of this Sublease, but nothing in this Sublease shall be construed to make Sublessor personally liable for the performance or nonperformance of any obligation of the landlord under the Prime Lease. Sublessee acknowledges that Sublessee has read and is familiar with all of the Prime Lease, and hereby agrees to perform the obligations, and to be bound by the conditions and limitations, imposed on the tenant under the Prime Lease by the provisions of the Prime Lease incorporated in this Sublease, insofar as such obligations, conditions, and limitations relate to the Subleased Premises.

**5. Base Rent.** Sublessee agrees to pay to Sublessor, as base rent for the Subleased Premises with respect to each month during the Term of this Sublease, an amount equal to \$0 per month. If the term of this Sublease begins on a day other than the first day of a calendar month, rent for the first partial month shall be prorated on a daily basis. Each installment of base rent under this Sublease shall be due in advance, without demand or notice, three business days before the date on which the corresponding installment of base rent under the Prime Lease is due. Unless Sublessor otherwise instructs Sublessee in writing, all base rent, and any additional rent payable to Sublessor pursuant to paragraph 6 below, shall be paid to Sublessor at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

**6. Pass-Through of Additional Rent.** In addition to the base rent provided for in paragraph 5 above, Sublessee shall pay on demand all amounts of additional rent or other charges billed to Sublessor by the Prime Lessor pursuant to Sections \_\_\_\_\_ of the Prime Lease with respect to any period during the term of this Sublease. The following provisions shall be applicable to such payments:

(a) To the extent such amount is payable with respect to a period beginning before the commencement of the term of this Sublease, the total amount payable shall be prorated on a daily basis between the portion of such period that predates such commencement the portion that does not predate such commencement. Sublessee shall be obligated to pay only the latter portion.

(b) Promptly after receiving from the Prime Lessor any notice, statement or demand relating to additional rent, Sublessor shall deliver a copy of such notice, statement or demand to Sublessee, together with (if applicable) a statement showing the computation of Sublessee's share of any amounts payable thereunder. Sublessee shall pay any such amount not later than the later of (i) three business days before the date on which Sublessor's corresponding payment to the Prime Lessor is due, or (ii) five days after Sublessor's delivery to Sublessee of the notice, statement or demand.

(c) Any subsequent adjustment to or reconciliation of amounts paid by Sublessor to the Prime Lessor as additional rent (with respect to any period during the term of this Sublease) shall apply equally to amounts paid by Sublessee to Sublessor under this paragraph 6.

(d) The obligations of the parties under this paragraph 6 shall survive the expiration or earlier termination of this Sublease, until the actual amount of additional rent payable by Sublessor during the period ending with the expiration or earlier termination of this Sublease has been finally determined and appropriate adjustments have been made between Sublessor and the Prime Lessor and between Sublessor and Sublessee.

**7. Security Deposit.** Concurrently with the execution and delivery of this Sublease, Sublessee has deposited with Sublessor the sum of \$0 (the "Security Deposit"). The Security Deposit is intended to secure Sublessor, to the extent of such deposit, against a default by Sublessee under this Sublease, and shall not be considered as an advance payment of rent or as a measure of Sublessor's damages resulting from any default by Sublessee.

Without prejudice to any other remedy, Sublessor may apply such Security Deposit to reduce Sublessor's damages resulting from any default by Sublessee, and Sublessee shall from time to time pay to Sublessor, upon demand, any amount that may be necessary to replenish such Security Deposit to its original amount. Any remaining balance (if applicable) of such Security Deposit shall be returned to Sublessee within 60 days after the expiration of the Term of this Sublease, but Sublessor shall be free in the interim to commingle such Security Deposit with Sublessor's own funds, and Sublessor shall in no event be obligated to pay any interest to Sublessee on account of such Security Deposit.

**8. Parking.** The Sublessee shall be entitled to five (5) parking spaces for the Sublessee's non-exclusive use, provided such use does not interfere with Sublessor's use under the Prime Lease.

**9. Condition of Subleased Premises.** Sublessee acknowledges that Sublessee has inspected the Subleased Premises and accepts the Subleased Premises in their present "AS IS" condition. Sublessor shall have no liability for, or obligation to repair, any patent or latent defect in the Subleased Premises. Sublessor is not making any representation or warranty concerning the condition of the Subleased Premises and that Sublessor is not obligated to perform any work to prepare the Subleased Premises for Sublessee's occupancy. Sublessee acknowledges that it is not authorized to make or do any alterations or improvements in or to the Subleased Premises, and that it must deliver the Subleased Premises to Sublessor on the expiration of this Sublease in the same condition as when received. **SUBLESSOR HEREBY DISCLAIMS AND SUBLESSEE HEREBY KNOWINGLY WAIVES AND RELINQUISHES ANY EXPRESS OR IMPLIED WARRANTIES BY SUBLESSOR OF THE FITNESS OR SUITABILITY OF THE SUBLEASED PREMISES FOR ANY PURPOSE.**

**10. Insurance; Indemnification.** In complying with the insurance provisions of the Prime Lease incorporated by reference in this Sublease, Sublessee shall cause each insurance policy to name the Prime Lessor as well as Sublessor as an additional insured. In addition, Sublessee shall defend, indemnify, protect and hold harmless Sublessor, its officers, directors, shareholders, employees, and agents from and against any and all claims, judgments, causes of action, damages, costs, and expenses (including reasonable attorneys' and experts' fees) or liability incurred for any injury or damage to any person or property incurred as a result of or arising in connection with (i) Sublessee's failure to perform any of the covenants, agreements, terms, provisions or conditions contained in the Prime Lease arising from and after the Commencement Date, which, by reason of the provisions of this Sublease, Sublessee is obligated to perform, (ii) the use, occupancy or condition of the Subleased Premises during the Term; (iii) the negligence or willful misconduct of Sublessee or its employees, contractors, agents or invitees; or (iv) a breach of Sublessee's obligations under this Sublease. The provisions of this Section 10 shall survive the expiration or earlier termination of this Sublease.



**11. Casualty; Condemnation.** No casualty to or condemnation of the Prime Premises or any part thereof or improvement thereon shall have any effect on this Sublease, except that upon the occurrence of an event resulting in termination of the Prime Lease, this Sublease shall terminate concurrently with the Prime Lease, in accordance with the provisions of paragraph 13 below.

**12. Assignment; Subletting.** Without the prior written consent of Sublessor, Sublessee shall not encumber, assign or transfer this Sublease, as security or otherwise, or permit Sublessee's interest in this Sublease to be assigned, transferred or encumbered, by operation of law or otherwise, or sublet the Subleased Premises or any part thereof. Any purported assignment, transfer or encumbrance of Sublessee's interest in this Sublease, and any purported sub-sublease, made without the prior written consent of Sublessor shall, at Sublessor's option, be void and of no effect. Notwithstanding Sublessor's consent to any assignment or sub-subletting, Sublessee shall remain directly and primarily responsible for the faithful performance and observance of all of the covenants and conditions of this Sublease, and Sublessor's consent to any assignment, transfer, encumbrance or sub-subletting shall not operate or be construed as consent to any further assignment, transfer, encumbrance or sub-subletting.

**13. Termination of Prime Lease; Termination.** In the event of the cancellation or termination of the Prime Lease for any reason whatsoever or following the involuntary surrender of the Prime Lease by operation of law prior to the expiration date of this Sublease, this Sublease shall automatically be terminated and Sublessor shall not be liable to Sublessee by reason thereof. In addition and at any point during the Term, Sublessor and Sublessee shall each have the right, with 30 days prior written notice to the other party, to terminate the Sublease.

**14. Notices.** Any notice required or permitted to be given under this Sublease must be in writing and will be deemed given (a) on personal delivery during normal business hours, (b) on the fourth business day (*i.e.*, a day on which commercial banks in New York City are required to be open for business) after mailing by registered or certified U.S. mail, postage prepaid, or (c) on the first business day after prepaid deposit with a major overnight courier service that guarantees next-business-day delivery, under circumstances such that the guaranty is applicable, in any case to the appropriate party at such party's address for notices. The addresses for notices are as follows:

**If to Sublessor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**with a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**If to Sublessee:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**with a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Either party may change its address for notices or copies of notices by notice to the other party in accordance with this article.

**15. Holding Over.** Sublessee acknowledges that Sublessee's failure to surrender possession of the Subleased Premises immediately upon the expiration of this Sublease might constitute a default by Sublessor under the Prime Lease and subject Sublessor to liability to the Prime Lessor. Accordingly, if Sublessee remains in possession of the Subleased Premises after the expiration of this Sublease without the written consent of Sublessor or of the Prime Lessor, then Sublessee shall be deemed to have detained the Subleased Premises unlawfully. In the absence of a written agreement to the contrary, no tender by Sublessee, and no acceptance by Sublessor or the Prime Lessor, of any payment after the expiration of this Sublease, whether designated as rent or otherwise, shall be deemed to evidence or give rise to a tenancy of any kind, but instead shall be construed as a payment on account of damages resulting from Sublessee's unlawful detention of the Subleased Premises.

**16. Surrender of Subleased Premises.** Upon expiration of the Lease Term or earlier termination of this Sublease, or on the date specified in any demand for possession by the Sublessor after any default, the Sublessee covenants and agrees to surrender possession of the Subleased Premises to the Sublessor, broom clean and in the same condition as when the Sublessee first occupied the Subleased Premises. The Sublessee shall remove Sublessee's personal property, and, any and all alterations, additions and improvements to the Subleased Premises required by the Sublessor to be removed from the Subleased Premises upon the expiration of the Term or earlier termination of the Prime Lease or this Sublease. Any of Sublessee's personal property not so removed shall be deemed abandoned, and Sublessor may cause such property to be removed from the Subleased Premises and disposed of, but the reasonable cost of any such removal shall be borne by Sublessee. The Sublessee shall pay the Sublessor on demand the cost of repairing any damage to the Subleased Premises caused by the Sublessee's removal of its personal property. The Sublessee shall indemnify, defend and hold the Sublessor harmless from and against all claims arising or resulting directly or indirectly from the Sublessee's failure to timely surrender the Subleased Premises. The provisions of this paragraph shall survive the expiration or termination of this Sublease.

**17. Default.** In the event Sublessee shall be in default of any covenant of, or

obligation under this Sublease, after giving effect to all notice and cure periods set forth in the Prime Lease, Sublessor shall have available to it against Sublessee all of the remedies available to Landlord under the Prime Lease in the event of a similar default on the part of Sublessor thereunder. Sublessee shall not be in default under this Sublease if the default is caused by the breach or default by Landlord under the Prime Lease, and such breach or default by Landlord is not due to a breach or default by Sublessee under this Sublease.

**18. Brokers.** Each party represents and warrants to the other that the representing party has had no dealings with any real estate broker or agent in connection with this Sublease, and agrees to indemnify the other party against any loss, claim, damage or expense, including reasonable attorneys' fees, that may be incurred by such other party in connection with any claim that is inconsistent with the representing party's representation in this paragraph.

**19. Severability.** If any provision of this Sublease shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of this Sublease, and there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

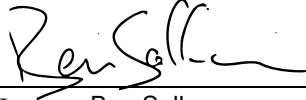
**20. Counterparts.** This Sublease may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**21. Governing Law.** This Sublease shall be governed by and in all respects construed in accordance with the laws of the State of Nevada.

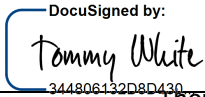
**22. Rules and Regulations.** Sublessee shall take all steps necessary to comply with any rules and regulations promulgated by Sublessor or Landlord related to Sublessor's operation of a school under the Prime Lease. Sublessee agrees to use best efforts to minimize interruption to Sublessor and its school operations during the Term.

Signed and delivered as of the date first mentioned above.

**SUBLESSOR:**

\_\_\_\_\_  
By   
Name: Ben Salkow  
Title: Principal, Equipo Academy

**SUBLESEE:**

\_\_\_\_\_  
By   
Name: Thomas white  
Title: business manager secretary treasurer

### CONSENT BY PRIME LESSOR

The undersigned hereby (1) certifies to the Sublessor and the Sublessee named in the foregoing Sublease that, as of the date this Consent is executed and delivered, the undersigned is the Landlord under the Prime Lease described in the foregoing Sublease, and (2) consents to the execution and delivery of such Sublease, and to the subleasing and use of the Subleased Premises as provided therein for the purposes mentioned therein. This consent shall not be deemed to extend to any further subletting of such Subleased Premises, nor shall it be construed to release the Sublessor from any obligation or liability under the Prime Lease (other than obligations or liabilities that the Sublessor would have in the absence of this Consent).

Signed and delivered \_\_\_\_\_, 2021.

\_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

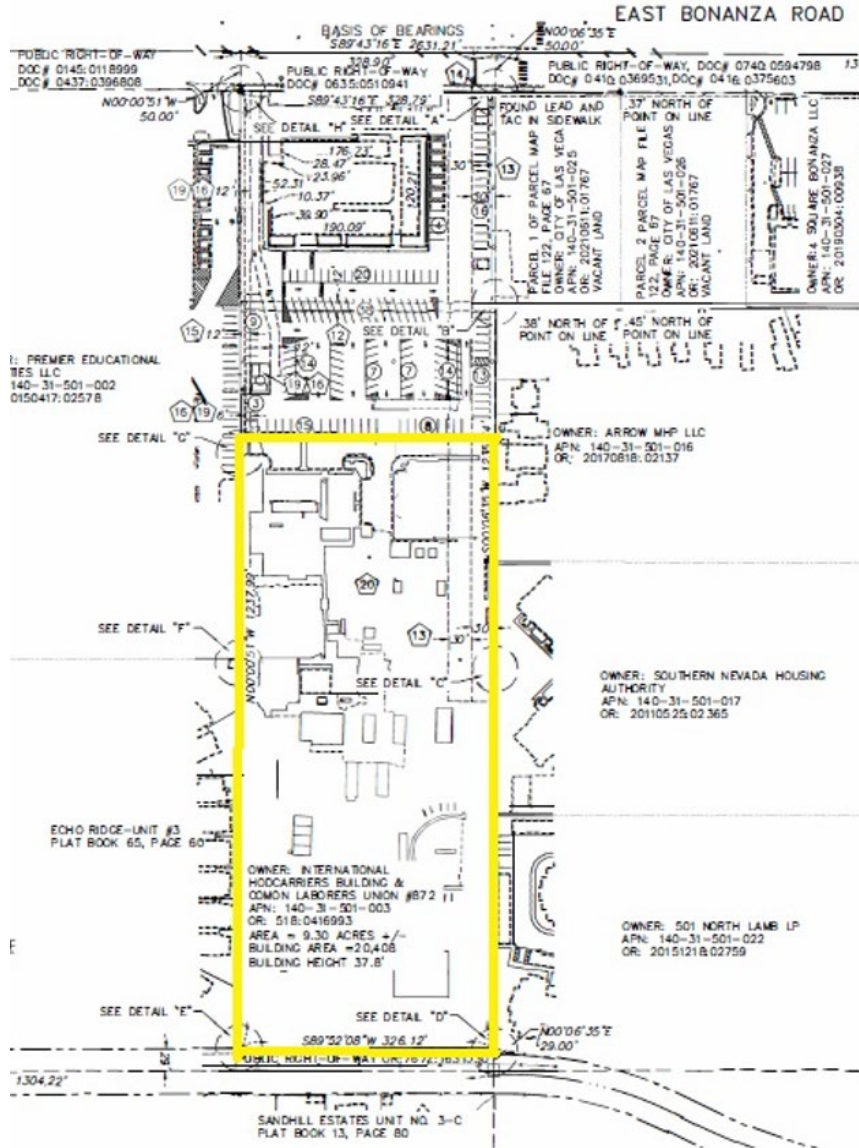
**EXHIBIT A**  
**to**  
**SUBLEASE**

(Copy of Prime Lease attached)

# EXHIBIT B to SUBLEASE

(Depiction of Subleased Premises, which shall be the boundaries set forth below in yellow)  
Portion of APN: 140-31-501-003

17682194\_v3



## SECOND AMENDMENT TO LEASE

*October*  
*August 5*  
THIS SECOND AMENDMENT TO LEASE (this "**Amendment**"), dated to be effective August 5, 2021 (the "**Effective Date**"), is entered into between PREMIER EDUCATIONAL FACILITIES, LLC, a Nevada limited liability company ("**Landlord**"), and EQUIPO ACADEMY, a Nevada non-profit corporation, f/k/a Equipo Charter Schools, ("**Tenant**"), with reference to the following:

A. Landlord and Tenant entered into that certain Lease Agreement dated April 21, 2015, as amended by that certain Lease Amending Agreement dated October 6, 2020 (the "**First Amendment**") (collectively, the "**Lease**"), for the property located at 4151 East Bonanza Road Las Vegas, NV 89110 (the "**Premises**").

B. Landlord and Tenant now desire to amend the Lease as set forth below. Unless otherwise expressly provided in this Amendment, capitalized terms used in this Amendment shall have the same meanings as in the Lease.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Expansion of Premises:** The definition of "Premises" as defined in the Recitals section of the Lease is hereby amended to also include the "Expansion Premises" (as defined herein), which is that certain real property containing approximately 404,672 square feet of land and with a building that contains approximately 23,840 square feet of floor area, located at 4201 E. Bonanza Road, Las Vegas Nevada 89110, which real property is legally described on Exhibit "A" attached hereto, together with all buildings and improvements situated thereon ("**Expansion Premises**"). Tenant agrees that it is leasing the Expansion Premises in its current (i.e. "AS-IS", "WHERE-IS" and "WITH ALL FAULTS") condition and acknowledges that there are no Landlord representations or warranties with respect to the Expansion Premises (i.e. as set forth Article 4 and 23 of the Lease).

2. **Section 2.1 of the Lease.** The third sentence of Section 2.1 is hereby deleted and replaced with the following language:

"The expiration date of the term (the "Term") shall be January 1, 2037.

3. **Section 2.3 of the Lease (Option to Purchase).** Section 2.3 of the Lease is hereby deleted in its entirety and is of no further force or effect.

4. **Base Monthly Rent.** Commencing on the earlier of (i) January 1, 2022, or (ii) Tenant taking possession of the Expansion Premises, the Base Monthly Rent shall be Seventy Five Thousand Dollars (\$75,000) for the remainder of the Lease Year. From the first day of the next Lease Year and at the commencement of each Lease Year thereafter, the Base Monthly Rent will be the greater of (i) the previous Lease Year's Base Monthly Rent increased by the Increase in the Index (both as defined below) or (ii) fourteen percent (14%) of the per pupil revenue the Tenant receives from the State of Nevada. As used herein "Index" shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers for the U.S. City Average for All Items (on the basis 1982-1984 = 100). If the format or components of the Index are materially changed after the execution of the Lease, Landlord shall substitute an index which is published by the Bureau of Labor Statistics or similar agency in



Landlord's sole and absolute discretion. Landlord shall notify Tenant of the substituted index, which shall be used to calculate the increase in the Base Monthly Rent. The "Increase" shall mean the percentage increase in the Index for the twelve (12) month period ending two (2) months before the date on which the increase in Base Monthly Rent is to be effective.

**5. Miscellaneous.** This Amendment shall become effective only upon full execution and delivery of this Amendment by Landlord and Tenant. This Amendment contains the parties' entire agreement regarding the subject matter covered by this Amendment, and supersedes all prior correspondence, negotiations, and agreements, if any, whether oral or written, between the parties concerning such subject matter. There are no contemporaneous oral agreements, and there are no representations or warranties between the parties not contained in this Amendment on which the parties have relied. Except as modified by this Amendment, the terms and provisions of the Lease shall remain in full force and effect, and the Lease, as modified by this Amendment, shall be binding upon and shall inure to the benefit of the parties hereto, their successors and permitted assigns.

*[Signatures to follow]*

LANDLORD AND TENANT enter into this Amendment to be effective as of the Effective Date.

**LANDLORD:**

**PREMIER EDUCATIONAL FACILITIES, LLC,**  
a Nevada limited liability company

By: Joshua S Ford  
Name: Joshua S. Ford  
Title: Manager

**TENANT:**

**EQUIPO ACADEMY,**  
a Nevada non-profit corporation

By:   
Name: Benjamin Salkowe  
Title: Principal

## EXHIBIT A

### LEGAL DESCRIPTION OF ADDITIONAL PROPERTY ADDED TO PREMISES

THE EAST HALF (E $\frac{1}{2}$ ) OF THE EAST HALF (E $\frac{1}{2}$ ) OF THE EAST HALF (E $\frac{1}{2}$ ) OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$ ) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$ ) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.B. & M. EXCEPTING THEREFROM THE NORTH 50 FEET THEREOF AS CONVEYED TO THE CITY OF LAS VEGAS IN QUITCLAIM DEED RECORDED JUNE 18, 1965 IN BOOK 635, INSTRUMENT NO. 510941 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE SOUTH 29 FEET THEREOF AS CONVEYED TO THE CITY OF LAS VEGAS IN GRANT DEED RECORDED JANUARY 11, 1983 IN BOOK 1672, INSTRUMENT NO. 1631530 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

AND

THE WEST HALF (W $\frac{1}{2}$ ) OF THE EAST HALF (E $\frac{1}{2}$ ) OF THE EAST HALF (E $\frac{1}{2}$ ) OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$ ) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$ ) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.B. & M.

EXCEPTING THEREFROM THE NORTH 50 FEET THEREOF AS CONVEYED TO THE CITY OF LAS VEGAS IN QUITCLAIM DEED RECORDED JUNE 18, 1965 IN BOOK 635, INSTRUMENT NO. 510941 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

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**LEASE AMENDING AGREEMENT**

**THIS LEASE AMENDING AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_

**BETWEEN:**

Premier Educational Facilities, LLC  
(the "Landlord")

**OF THE FIRST PART**

**- AND-**

Equipo Academy  
(the "Tenant")

**OF THE SECOND PART**

**Background**

- A. The Landlord and the Tenant entered into the lease (the "Lease Agreement") dated April 21, 2015, for the premises (the "Premises") located at 4151 East Bonanza Road Las Vegas, NV 89110.
- B. The Landlord and the Tenant desire to amend the Lease Agreement on the terms and conditions set forth in this Lease Amending Agreement (the "Agreement").
- C. This Agreement is the first amendment to the Lease Agreement.

**IN CONSIDERATION OF** the Landlord and Tenant agreeing to amend their existing Lease Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

**Amendments**

1. The Lease Agreement is amended as follows:
  - a. Tenant name change from EQUIPO CHARTER SCHOOLS to Equipo Academy.

**No Other Change**

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Lease Agreement remain unchanged and in full force and effect.

**LANDLORD:**  
Premier Educational Facilities, LLC

\_\_\_\_\_  
Joshua S. Ford, Manager

Date: \_\_\_\_\_

**TENANT:**  
Equipo Academy

  
\_\_\_\_\_  
Benjamin Salkowe, Principal

Date: 10/6/2020