



Spokane International Academy

January 2020 (Regular)

Amended on January 25, 2020 at 6:17 AM PST

Date and Time

Monday January 27, 2020 at 5:30 PM PST

Location

2706 E Queen Ave. Spokane, WA 99217 (Primary Academy)

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:30 PM
Opening Items			
A. Record Attendance and Guests			1 m
B. Call the Meeting to Order			
C. Approve Minutes	Approve Minutes		1 m
II. Monthly Financials			5:32 PM
A. January Payroll	Vote	Matthew Hoag	5 m
Direct Deposit Number 900001881 through 900001945 totaling \$341,437.20			
B. December Accounts Payable	Vote	Matthew Hoag	5 m
Mid-Month AP: Warrant Numbers 13167 through 13180 totaling \$21,784.40			
End of Month AP: Warrant Numbers 13181 through 13206 totaling \$82,927.68			
Private Account AP: Warrant Numbers 1262 through 1266 totaling \$71,820			
III. Head of School Update			5:42 PM
A. 2020-21 Applications Received	FYI	Travis Franklin	5 m
Update on enrollment applications received for 2020-21 school year. Analysis on success compared to goals/need.			
B. Policy 4210 - Regulation of Dangerous Weapons on School Premises	Vote	Travis Franklin	5 m
Policy needs to be adopted as part of our annual state compliance (CPR) requirements. Template generated from WSSDA database and reviewed by our Director of Special Services for approval.			

New potential member Veronica Wise was introduced to the SIA board at our December meeting to be voted on at January's meeting.

X. Other Business

XI. Closing Items

A. Adjourn Meeting

Vote

Cover Sheet

Approve Minutes

Section: I. Opening Items
Item: C. Approve Minutes
Purpose: Approve Minutes
Submitted by: Travis Franklin
Related Material: 5. December 2019 Board Meeting Agenda.pdf

RECOMMENDATION:
Approve as is



Board of Directors Meeting

December 16, 2019

5:30 - 7:00 pm

SIA Middle Academy

4224 E 4th Ave

1. **Call to Order - 5:30 pm**

2. **Establish Quorum**

Board Members			School Personnel		
Name	Role	Present?	Name	Role	Present?
Ken Vorhees	Chair		Travis Franklin	HofS	
Nancy Cunningham	Vice-Chair		Brook Wilkerson	COO	
Stacy Hill	Secretary		Morgen Flowers	PA Principal	
Matt Hoag	Treasurer	N	Nate Pelton	MA Principal	
James Hill	Member				
James Wilburn	Member	N			
Mary Velazquez	Member	N			
Jeff Hyslop	Member				

3. **List of Materials**

1. December 2019 board meeting agenda
2. November 2019 board meeting minutes (to approve)
3. December AP/Payroll (to approve)
4. Updated 7 year budget projection

4. **Public Comment**

5. Approve Minutes from November 2019 board meeting

6. Approve, Accounts Payable and Payroll

- December Payroll
 - Direct Deposit number 900001815 through 900001880 totaling \$281,658.20
- December Accounts Payable Warrants
 - Warrant numbers 13127 through 13137, totaling \$16,562.20
 - Warrant numbers 13138 through 13161, totaling \$92,542.31
- Private Account
 - Warrant numbers 1260 through 1261, totaling \$20,612.94

7. Action Items and New Business:

1. Executive Session

1. Discussion of acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.

2. Facilities Committee

1. **VOTE**: Terms of lease/purchase agreement of 777 E Magnesium

3. Head of School Update

1. 2020-21 Enrollment applications received
2. Charter transfer update
3. Leadership development program opportunity
4. High School grant funding update - NSVF

4. Finance Committee update

5. Governance Committee

1. **VOTE**: New board member - Bob Douthit
2. Consider new board member - Veronica Wise
3. Board on Track implementation
 1. Board members need to complete the registration process prior to January 1st

6. New Business

8. Adjournment

For questions about reasonable accommodations for a meeting, please contact our main office at 509-209-8730 or email franklin@spokaneintlacademy.org. For all accommodations, please contact our office no later than 1 full week prior to our meeting. This allows us time to ensure these requests are met to the best of our ability. If you need to reach the Board you may also email the group at boardofdirectors@spokaneintlacademy.org.

Cover Sheet

January Payroll

Section: II. Monthly Financials
Item: A. January Payroll
Purpose: Vote
Submitted by:
Related Material: Jan PR Board Report.rtf

Cover Sheet

December Accounts Payable

Section: II. Monthly Financials
Item: B. December Accounts Payable
Purpose: Vote
Submitted by:
Related Material: Jan AP Board Report.rtf
Jan Mid Mo AP Board Report.rtf
Private ck register.xlsx

Cover Sheet

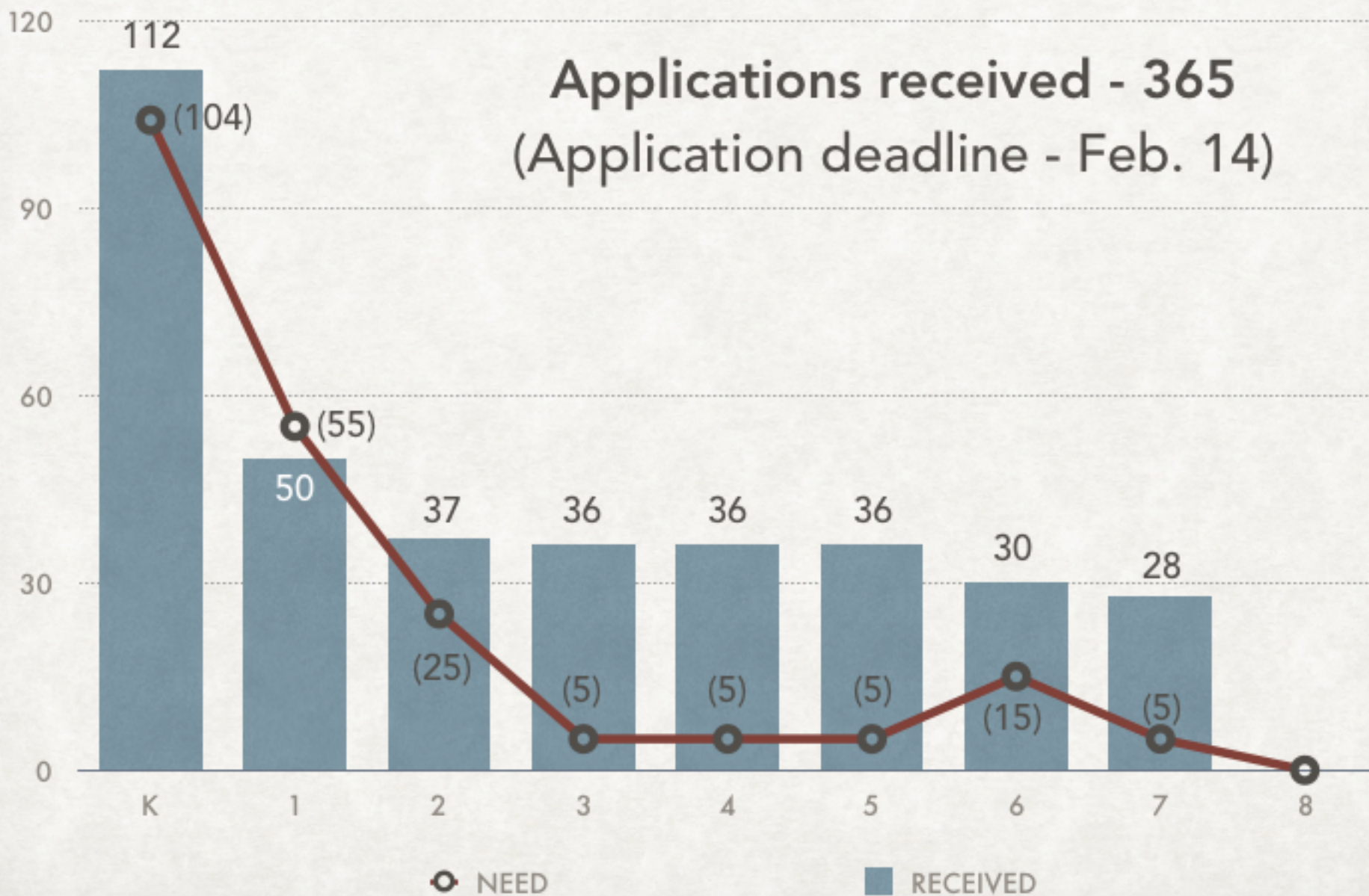
2020-21 Applications Received

Section: III. Head of School Update
Item: A. 2020-21 Applications Received
Purpose: FYI
Submitted by: Travis Franklin
Related Material: Enrollment Totals (01-21-20).png

BACKGROUND:
This data is current as of 01-21-2020

ENROLLMENT UPDATE

Applications received - 365
(Application deadline - Feb. 14)



Cover Sheet

Policy 4210 - Regulation of Dangerous Weapons on School Premises

Section: III. Head of School Update
Item: B. Policy 4210 - Regulation of Dangerous Weapons on School Premises
Purpose: Vote
Submitted by: Travis Franklin
Related Material: Policy 4210 - Regulation of Dangerous Weapons on School Premises.pdf

BACKGROUND:

This policy was brought up by OSPI during our annual Consolidated Program Review (CPR) as needing to be adopted by the board. This policy is taken from the WSSDA policy website and aligns with state law.

RECOMMENDATION:

Approve this policy as is.



Policy 4210: Regulation of Dangerous Weapons on School Premises (Adopt January, 2020)

Section 4000 - Community Relations

Title - Regulation of Dangerous Weapons on School Premises

Number - 4210

Last Revised - 01/27/20

Prior Revised Dates - None

It is a violation of district policy and state law for any person to carry a firearm or dangerous weapon on school premises, school-provided transportation. Carrying a dangerous weapon onto school premises, school-provided transportation, or areas of other facilities being used exclusively for school activities in violation of RCW 9.41.280 is a criminal offense.

The superintendent is directed to see that all school facilities post "Gun-Free Zone" signs, and that all violations of this policy and [RCW 9.41.280](#) are reported annually to the Superintendent of Public Instruction.

Dangerous Weapons

The term "dangerous weapons" under state law includes:

- Any firearm;
- Any device commonly known as "nun-chu-ka sticks," consisting of two or more length of wood, metal, plastic, or similar substance connected with wire, rope, or other means;
- Any device, commonly known as "throwing stars," which are multi-pointed, metal objects designed to embed upon impact from any aspect;
- Any air gun, including any air pistol or air rifle, designed to propel a BB, pellet, or other projectile by the discharge of compressed air, carbon dioxide, or other gas;
- Any portable device manufactured to function as a weapon and which is commonly known as a stun gun, including a projectile stun gun which projects wired probes that are attached to the device that emit an electrical charge designed to administer to a person or an animal an electric shock, charge, or impulse;
- Any device, object, or instrument which is used or intended to be used as a weapon with the intent to injure a person by an electric shock, charge, or impulse;
- The following instruments:
 - Any dirk or dagger;
 - Any knife with a blade longer than three inches;
 - Any knife with a blade which is automatically released by a spring mechanism or other mechanical device;

- Any knife having a blade which opens, or falls or is ejected into position by the force of gravity, or by outward, downward, or centrifugal thrust or movement; and
- Any razor with an unguarded blade;
- Any slung shot, sandbag, or sandclub;
- Metal knuckles;
- A sling shot;
- Any metal pipe or bar used or intended to be used as a club;
- Any explosive;
- Any weapon containing poisonous or injurious gas;
- Any implement or instrument which has the capacity to inflict death and from the manner in which it is used, is likely to produce or may easily and readily produce death.

In addition, the District considers the following weapons in violation of this policy:

- Any knife or razor not listed above, except for instruments authorized or provided for specific school activities;
- Any object other than those listed above which is used in a manner to intimidate, threaten, or injure another person and is capable of easily and readily producing such injury.

Reporting Dangerous Weapons

An appropriate school authority will promptly notify the student’s parents or guardians and the appropriate law enforcement agency of known or suspected violations of this policy. Students who violate this policy will be subject to discipline. Students who have possessed a firearm on any school premises, school-provided transportation, or school-sponsored activities at any facility shall be expelled for not less than one year pursuant to RCW 28A.600.420. The superintendent may modify the one-year expulsion for a firearm on a case-by-case basis.

The district may also suspend or expel a student for up to one year if the student acts with malice (as defined under RCW 9A.04.110) and displays a device that appears to be a firearm.

No expulsion under RCW 28A.600.420 prevents the district from continuing to provide educational services in an alternative educational setting in compliance with RCW 28A.600.015. Any alternative setting should be comparable, equitable, and appropriate to the regular education services a student would have received without the exclusionary discipline. Example alternative settings include one-on-one tutoring and online learning.

Exceptions to State Law and this Policy

The following persons may carry firearms into school buildings, as necessary, although students engaged in these activities are restricted to the possession of rifles on school premises:

1. Persons engaged in military, law enforcement, or school district security activities;
2. Persons involved in a school authorized convention, showing, demonstration, lecture or firearm safety course;
3. Persons competing in school authorized firearm or air gun competitions; and
4. Any federal, state or local law enforcement officer.

The following persons over eighteen years of age and not enrolled as students may have firearms in their possession on school property outside of school buildings:

1. Persons with concealed weapons permits issued pursuant to [RCW 9.41.070](#) who are picking up or dropping off students; and
2. Persons conducting legitimate business at the school and in lawful possession of a firearm or dangerous weapon if the weapon is secured within an attended vehicle, is unloaded and secured in a vehicle, or is concealed from view in a locked, unattended vehicle.

Persons may bring dangerous weapons, other than firearms, onto school premises if the weapons are lawfully within the person's possession and are to be used in a school-authorized martial arts class.

Personal Protection Spray

Persons over eighteen years of age, and persons between fourteen and eighteen years of age with written parental or guardian permission, may possess personal protection spray devices on school property. No one under eighteen years of age may deliver such devices. No one eighteen years or older may deliver a spray device to anyone under fourteen, or to anyone between fourteen and eighteen who does not have parental permission.

Personal protection spray devices may not be used other than in self-defense as defined by state law. Possession, transmission or use of personal protection spray devices under any other circumstances is a violation of district policy.

Legal References

[RCW 9A.16.020 Use of force - when lawful](#)

[RCW 9.41.250 Dangerous weapons—Penalty](#)

[RCW 9.41.280 Dangerous weapons on facilities—Penalty — Exceptions](#)

[RCW 9.91.160 Personal protection spray devices](#)

[RCW 9.94A.825 Deadly weapon special verdict--definition](#)

[RCW 28A.600.420 Firearms on school premises, transportation, or facilities — Penalty — Exemptions](#)

Cover Sheet

Human Growth and Development curriculum for 5th grade

Section: III. Head of School Update
Item: C. Human Growth and Development curriculum for 5th grade
Purpose: Vote
Submitted by: Travis Franklin
Related Material: 3RsElem.pdf
Comprehensive Materials.pdf
HGD 2020 Scope and Sequence.pdf

RECOMMENDATION:
Approve



Sexual Health Education Instructional Materials Review

Rights, Respect, Responsibility (3Rs) Elementary

Year Published: 2015

Publisher: Advocates for Youth

Website: www.advocatesforyouth.org

Full or Supplemental: Full

Grade Level: K-12 (this page describes Grades K-5)

Student Population: General

Duration/Number of Lessons: twenty-five lessons (3-5 lessons per grade) that are forty to fifty (40-50) minutes each.

Format and Features: Online, free, teacher's guide, family homework activities, training available.

Evidence-based/informed: Yes, evidence-informed

National Standards Alignment: Yes (National Sexuality Education Standards; covers all 16 "essential components" as recommended by the Centers for Disease Control.

Consistent with Healthy Youth Act? Yes

Consistent with AIDS Omnibus Act? Yes

Bias Free Materials: Yes

Primary Topical Areas (Check all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Abortion | <input checked="" type="checkbox"/> HIV Prevention |
| <input checked="" type="checkbox"/> Abstinence | <input checked="" type="checkbox"/> Identity/Orientation |
| <input checked="" type="checkbox"/> Access to Services | <input type="checkbox"/> Online Safety |
| <input checked="" type="checkbox"/> Anatomy and Physiology | <input type="checkbox"/> Pregnancy & Reproduction |
| <input checked="" type="checkbox"/> Communication/Decision-making | <input checked="" type="checkbox"/> Puberty/Adolescent Development |
| <input type="checkbox"/> Condom Use | <input checked="" type="checkbox"/> Refusal Skills |
| <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> STD Prevention |
| <input type="checkbox"/> Contraception | <input checked="" type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Healthy relationships | |

Reviewer Comments:

Reviewer 15

The strengths of this curriculum are: activities are thought provoking for students, "A note on language" teaches the teachers important rationale for why certain words are used, the material emphasizes having pride and esteem in who you are. The material that is covered is very thorough and thoughtful. It does not cover some important topics: media safety, managing puberty and the impacts of puberty based on personal behaviors. Overall, the content and activities are very good, but the design is not engaging and the paragraph format is difficult to follow as an instructor.

The material and activities are well done and the content does cover the topics well. However, the design and organization is not engaging or easy to use. Because it is all in paragraph form, it is harder to get the gist of the content. The worksheets for the students are not designed to be engaging for this age group. I think it generally lacks a kid friendliness in the design of the activities.

Reviewer 18

The curriculum had some strong items. Each unit or lesson begins well. It opens with standards alignment, time targets, materials needed, and learning objectives. - A great start for teachers and students. There are a variety of activities for teachers to assess student learning. The curriculum would be strengthened if assessment-scoring rubrics were associated with each unit. This could be done either through formative or a single summative assessment. Another outstanding addition to this curriculum is the use of "Notes to the Teacher." Care is taken to assist teachers throughout each unit with these "Notes" using suggested student responses, thoughtful probing questions, and suggestions on how to create classroom discussions when students do not engage. There is ample use of homework opportunities, quizzes, and discussions. It even takes advantage of YouTube videos which will connect well with students. The curriculum also does a nice job of connecting students back to trusted adults and families. Would like to see a more depth of knowledge questioning and probing as the students' progress through the curriculum and become more familiar with the topic and comfortable with teachers and students.

Well-designed curriculum with a variety of teacher supports. Each unit does a nice job of beginning with standards alignment, time targets, materials required, and lesson objectives.

Lessons have "Notes to the Teacher" which do a nice job of posing questions, suggesting student responses, and anticipating issues that may occur in the lesson.

The curriculum is filled with teacher supports and well aligned with standards.

There is an advantage that this work is continuous from K through 12.

Reviewer 20

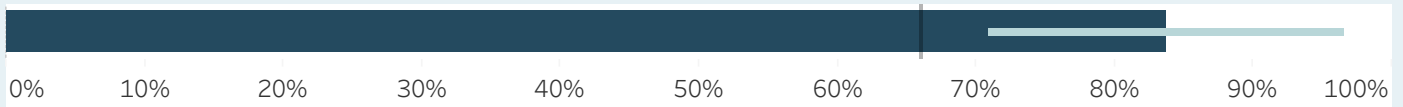
This is a very thorough curriculum that efficiently covers all-important topics for this age group. And it's free!

3R's Elem

Number of Reviews **3**

Curriculum
3R's Elem

How well does *3R's Elem* meet state academic standards?



Washington State Standards Met

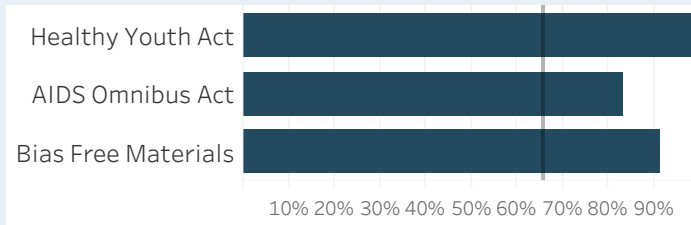
S1 Concepts	S2 Analyze Influences	S4 Inter-personal Comm	S7 Practice Health Behaviors	S8 Advocate for Others
98%	87%	100%	33%	100%

Accuracy Analysis

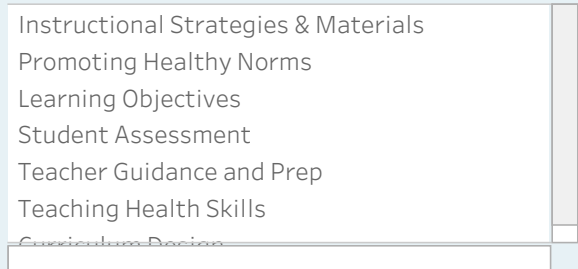
A few minor errors or problems are evident, but they are easy to correct.

3

How well does *3R's Elem* meet the Healthy Youth and AIDS Omnibus Acts, and contain bias-free materials?



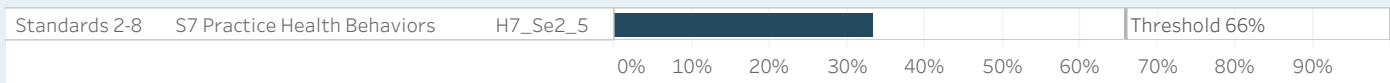
How well do the materials help teachers teach and students learn?



Reviewer Opinion

Program & Instructional Design	Satisfactory	Excellent
Curriculum Content & Learning Activities	High Quality	Excellent
Overall Evaluation	High Quality	Excellent

Which areas may need supplementation for *3R's Elem*?



Human Growth and Development

[Advocates for Youth Curriculum](#)[Health Education Learning Standards OSPI](#)[OSPI Sexual Health Education Resource List](#)

Date	Time	Topic	Standards
March 16	12:40-1:25pm	Sexual and reproductive anatomy (kids separated)	H1.Se1.5
March 17	12:40-1:25pm	Sexual and reproductive anatomy (kids separated)	H1.Se1.5
March 18	12:40-1:25pm	Puberty and reproduction (kids separated, Mr. McEachran teaches the boys)	H1.Se2.5 H1.Se3.5
March 19	12:40-1:25pm	Puberty and reproduction (kids separated)	H1.Se2.5 H1.Se3.5
March 23	12:40-1:20pm Edwards 1:20-2:00pm Spilker	Managing Emotions Making Sense of Puberty (Miss Dunlap teaches)	H7.Se2.5
March 24	12:40-1:25pm	Hygiene	H7.W2.3 H1.W2.4
March 25	12:40-1:25pm	Hygiene	H7.W2.3 H1.W2.4
March 26	12:40-1:25pm	Being Clear with Friends	H1.Se6.5a H8.Se6.5 H1.Se6.5c

March 30	12:40-1:25pm	Being Clear with Friends	H1.Se6.5a H1.Se6.5c
March 31	12:40-1:25pm	Learning about HIV	H1.Se4.5a H1.Se4.5b
April 1	12:40-1:25pm	Learning about HIV	H1.Se4.5a H1.Se4.5ab

Cover Sheet

TBIP Plan

Section: III. Head of School Update
Item: D. TBIP Plan
Purpose: Vote
Submitted by: Travis Franklin
Related Material: SIA ELL Plan 1-20.docx

RECOMMENDATION:
Approve as is

Spokane International Academy

Spokane International Academy's program consists of 10 ELL students ranging in English levels from emerging to proficient in grades K-8. Home languages include Russian, Spanish, Dinka, Marshallese, Arabic, and Japanese. SIA's ELD delivery is offered as an Alternative Instructional Program, a Supportive Mainstream Program. This consists of structured pull out groups and interventions for students with more emerging English language skills. SIA is committed to its Mission Statement- we are committed to empowering all of our students with the academic skills, habits of mind, and global competence necessary to complete their education. SIA's incorporates an International Baccalaureate program along with meaningful acquired learning and interactions to help all students, especially English Language Learners, achieve language acquisition and global competence.

All students complete a home language survey upon enrollment, available in multiple languages. On this form, if a family indicates that the student speaks another language besides English, then that student completes the ELPA21 screener to determine their current English level.

Additionally, within the first few weeks of school, teachers notify the ELL coordinator of students who they observe to show signs of struggling with English. This could be any of the following: struggle to communicate with teacher, speaking other languages, lack of response to teacher, etc. The ELL coordinator uses CEDARS to look into historical background and data and calls the family to confirm home language.

After completing the ELPA, scores are analyzed to determine instruction and intervention. All students who qualify for services receive ELL instruction. Most students receive intervention

within their classroom in their regularly allotted ELA time. This is described later in this paragraph, but typically involves various groupings within the classroom during ELA instruction. For students who are at a Level 2 proficiency or lower, in addition to regular intervention built into the class via centers, they receive pull out intervention groups for extra support. Historically, SIA has not employed a credentialed ELL teacher. As a result, TBIP funds have never been used to fund a teacher or instructional aide. Instead, funds have been used towards materials and resources directly for the student. In the 2018-2019 school year, a college intern volunteered and fulfilled her ELL practicum by providing ELL services to a couple of ELL students. This year, SIA has employed a couple of staff who are working on their ELL credential. These staff (one at primary and one at middle) will be consulted for services and delivery.

See separate attachment of Service Matrix.

Delivery of instruction will be done by an instructional assistant (with supervision of a certificated teacher) or the classroom teacher. SIA and each classroom has a designated ELA block each day, roughly 75 minutes. That block of time is divided into various groupings, usually 3, in which each group participates in the following: Direct instruction from the teacher, independent work on an online curriculum called Lexia, and a third activity- usually some fine arts activity and/or intervention with the instructional assistant. Students rotate through each station daily, for approximately 25 minutes. For students who require ELL support, their third group is an intervention group, devoted to extra support and core ELL instruction. In this group, students receive a second touch on reading assignments, and other teacher pulled/created

resources, and use the ELP standards and ELPA 21 domain scores to guide what areas they need to work on. The resources used during this core EL time consist of Core Knowledge- Amplify curriculum, Reading Mastery, Lexia skillbuilders, Scholastic News magazines, and Learning A to Z (specifically to practice oral language- students have the opportunity to read and talk aloud in a microphone and listen back to their recordings). Currently, none of SIA's Special Education students are also ELL students, so there is no separate or combined services offered for ELL students.

When students are in content area learning settings, such as math, science, and social studies, there is an additional staff placed in each classroom, inherent to the school set up, to help support students and the teacher. Teachers are utilizing GLAD and SIOP models for delivery of instruction. Similarly, math is set up like ELA, where students are placed in various, but often leveled groupings. ELLs are paired with peers who are at a similar math level, so the instruction is at their pace and instructional level. Additionally, materials are prepared for the various groupings, with accommodations and scaffolding for students who need EL support.

Spokane International Academy utilizes Interim Data Cycles that consist of 6-8 weeks. At the end of each 8 week cycle, staff has a Data Day. Data Days are held on Friday's and are a day in which no students attend school and staff look closely and analyze the data accumulated in the 6-8 weeks prior to the data day. In the week or two prior to a Data Day, students undergo a variety of assessments in all subject areas. For ELL students, SIA has begun using ELP standards in addition to grade level standards. Staff look through the standards and assess on the areas that were targeted during that previous cycle. Staff then look at how students are progressing on the

areas that were targeted. This informs staff and helps to determine what will be taught and covered in the next 6-8 week cycle, as well as what additional material is necessary to help students make progress. The analysis helps determine groupings, such as enrichment, intervention, leveled groupings, pull out groups, and what these various groups will be learning and who will be leading each of these groups. Additionally, each student participates in the summative annual ELPA21. Those results are analyzed and distributed to parents and staff, specifically the next grade level teacher. If and when a student is exited, their scores are still distributed to the family and next teacher. Those students are still analyzed at the end of the 6-8 week cycle to see how a former ELL student is doing.

In the 2018-2019 school year some of SIA staff participated in these two professional developments: 1. The Spokane Regional ESL Conference in February at the Mukogawa Fort Wright Institute and 2. English Language Proficiency Standards & Instructional Strategies in April at Pride Prep Charter School held by WACHarters/Seneca's True Measure Collaborative. After both trainings, staff who attended reported back to all staff some highlights and resources at weekly staff meetings and trainings. This 2019-2020 school year, staff will again be encouraged to attend the ESL conference which will again be held at the Mukogawa Fort Wright Institute. SIA is also working to contract again with WACHarters for another smaller training individualized to SIA's ESL needs. Additionally, SIA is contracting with Spokane Public Schools for the full GLAD training for all K-2 Teachers, anticipated to begin in Spring of 2020. This year, there is more focus on how to use the ELP standards, as these were just introduced to us last year. Finally, all grade level teachers are given their grade level ELP standards to use and work with their ELL students, as applicable.

SIA teachers and administrators meet regularly- in addition to data days, there are weekly team meetings, PLC's, and grade level meetings to look at student progress, program efficiency, etc. Since our number of ELL students is low (10 estimated to be served in the 2019-2020 school year), evaluation is done mostly on an individual student basis, as that is how content is delivered. If a student hasn't made growth, based now on ELP standards, Lexia, running records, Six Minute Solutions, and grade level standards, then new interventions and program are discussed for each student.

Cover Sheet

SIA Foundation

Section: VI. Development
Item: A. SIA Foundation
Purpose: Discuss
Submitted by: Mary Velazquez

BACKGROUND:

The idea of forming an SIA Foundation dates back to the 2016-17 school year. We feel as though this could be a great way to formalize the development activity of SIA as well as isolate the bulk of the fundraising burden to the development committee/SIA Foundation. The foundation would serve as a separate 501(c)3 and would require its own board. It is common for charter schools to have a non-profit status for the school as well as a "Friends of ____" separate non-profit status for fundraising.

Cover Sheet

Update on Facility Acquisition

Section: VII. Facility
Item: A. Update on Facility Acquisition
Purpose: Discuss
Submitted by:
Related Material: Option to Purchase (Final - 1.24.20) (02132505x9F871).pdf
SIA Lease (Final - 1.24.20) (02132504x9F871).pdf

OPTION TO PURCHASE

THIS OPTION TO PURCHASE ("**Option**") is made and entered into this 24th day of January, 2020 ("**Effective Date**"), by and between **East Magnesium Properties, LLC**, a Washington limited liability company ("**Seller**"), and **Spokane International Academy**, a Washington nonprofit corporation ("**Buyer**"). Seller and Buyer have entered into that certain Absolute Net Lease Agreement with Option to Purchase, dated as of January 24th, 2020 (the "**Lease**"). This Option is referenced in the Lease. All defined terms used herein but not otherwise defined will have the meanings ascribed to them in the Lease.

AGREEMENT

1. **GRANT OF OPTION.** Seller hereby grants to Buyer the exclusive right and option to purchase fee title to all that certain real property situated in Spokane County, Washington, and described in **Exhibit A** attached hereto (the "**Property**"), all subject to the terms, covenants and conditions herein contained.

(a) All that certain land (the "**Land**") described in **Exhibit A** attached hereto, together with all improvements and fixtures thereon (the "**Improvements**") (the Land and Improvements being hereinafter collectively referred to as the "**Real Property**"); and

(b) All of the Seller's right, title and interest in and to any and all roads, easements, streets and ways adjoining or appurtenant to the Land and rights of ingress and egress thereto.

As contemplated in the Lease, the Land will be subjected to a boundary line adjustment (the "**BLA**"), and upon the recording of the BLA, the legal description attached as **Exhibit A** shall be amended to reflect the Premises described in the Lease. Seller agrees to enter into any easements reasonably necessary for the Property to have access to and use of any utilities serving the Property, which will no longer be located on the Land after the BLA. Buyer and Seller agree to execute such documents as may be necessary to reflect the revision to the legal description.

2. **OPTION TERM.** The option herein granted shall continue in full force and effect for two periods: (a) a period commencing at the end of the third (3rd) Lease Year (as defined in the Lease) and ending one hundred eighty (180) days thereafter (the "**First Option Term**"); and (b) a period commencing at the end of the tenth (10th) Lease Year (as defined in the Lease) and ending one hundred eighty (180) days thereafter (the "**Second Option Term**"). The First Option Term and the Second Option Term are each an "**Option Term**."

3. **EXTENSION OF OPTION TERM.** So long as the Lease is then in effect, Buyer shall have the right to extend each Option Term for one period of one-hundred-eighty (180) days by giving Seller written notice of such extension not less than sixty (60) days prior to the end of the then existing Option Term.

4. **EXERCISE OF OPTION.** Buyer's option to purchase the Property may be exercised at any time during an Option Term. Buyer shall exercise the option by giving to Seller its written

notice (“**Exercise Notice**”) thereof no later than sixty (60) days prior to the end of the then existing Option Term.

5. **PURCHASE PRICE**. The total purchase price for the Property shall be: (a) if the option is exercised during the First Option Term, NINE MILLION SIX HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$9,625,000.00); or (b) if the option is exercised during the Second Option Term, SEVEN MILLION SEVEN HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$7,760,000.00) (the “**Purchase Price**”) which purchase price comprises the entire consideration for the Property and all of the other rights, titles and interests to be conveyed to Buyer under this Option. The Purchase Price shall be payable on the Closing Date (defined below), in cash. Buyer and Seller agree that if the Purchase Price is less than the fair market value of the Property at the expiration of an Option Term, Buyer agrees to complete and execute all Internal Revenue Service documents necessary to properly recognize Seller’s gift of a portion of the purchase price for the Property as a charitable contribution to Buyer. Buyer shall not be obligated to make any representation, warranty, or agreement as to the fair market value of the Property, nor incur any cost or expense in providing such documents.

6. **TITLE**. Title to all of the Real Property shall be conveyed by bargain and sale deed. Title to the Real Property shall be subject only to current liens for taxes or assessments not yet delinquent, zoning, ordinances, laws, covenants, conditions and restrictions of record or visible from an inspection of the Real Property or which an accurate survey of the Real Property would disclose (the “**Permitted Exceptions**”). Seller hereby covenants and agrees to pay for the cost for Buyer to obtain an ALTA standard owner’s form policy of title insurance on the Real Property insuring Buyer as the sole holder of fee simple absolute title to all of the Real Property in the amount of the purchase price and subject to no exceptions other than the Permitted Exceptions. Seller shall be solely responsible for discharging all monetary encumbrances created by Seller and special assessments against any of the Property and causing the proper release of record of such liens, security interests and delinquent assessments prior to or on the Closing Date. Seller agrees to execute and deliver to Ticor Title Company (the “**Title Company**”) such affidavits or certificates reasonably needed in order for the Title Company to issue a title policy without the general exceptions (if Buyer elects to obtain an ALTA extended owner’s policy of title insurance).

7. **SELLER’S REPRESENTATIONS**. Seller hereby represents and covenants to Buyer as of the Effective Date as follows:

(a) Seller is a duly organized limited liability company, validly existing and active under the laws of the State of Washington; all necessary limited liability company actions have been taken to approve this Option; the person or persons executing this Option on behalf of Seller have been properly authorized to do so; and this Option shall be binding upon Seller in accordance with its terms;

(b) To Seller’s actual knowledge with no duty to inquire (hereinafter, “**Knowledge**”), the Real Property is under no threat of condemnation or eminent domain;

(c) No commitments have been made to any governmental authority, utility company, church or other religious body, or any homeowners’ association or other organization, group, or

individual which would impose an obligation upon Buyer or its successors or assigns to make any contribution or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Land, and no governmental authority has imposed any requirement that any owner of the Land pay directly or indirectly any special fees or contributions or to incur any expenses or obligations in connection with any development of the Land unless the same have been fully paid and performed;

(d) Seller has not received written notice from any governmental authority alleging that any portion of the Real Property is in violation of any environmental law;

(e) There are no contracts, rights of first refusal, options, loan commitments or other obligations for the sale, exchange, improvement, alteration, repair, transfer or encumbrance of the Property or any portion thereof;

(f) Except for the Lease, there are no contracts; or franchise, management, service, brokerage, leasing, employment or other agreements which relate to the Property or any fees or commissions relating thereto which will survive the Closing Date;

(g) There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships, employment disputes, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated by Seller or, to Seller's Knowledge, pending or threatened against Seller or any of the Property;

(h) To Seller's Knowledge, there are no claims, actions, administrative proceedings, litigation or potential litigation which, if successfully pursued, could affect the title, use, or value of any of the Property; and

(i) Seller is not a foreign person or entity within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

8. **EFFECT OF REPRESENTATIONS.** The representations contained Sections 7(a) and 7(i) in this Option shall be deemed to include the representation that the same shall continue to be entirely accurate as of the Closing Date, and Seller shall, upon the request of Buyer, provide further reasonable assurances and confirming certificates regarding the status of such items.

9. **SELLER'S CONDUCT OF BUSINESS PRIOR TO CLOSING.** Seller agrees that after it receives the Exercise Notice it shall not, without first receiving Buyer's express written consent in each instance:

(a) Enter into any option, right of first refusal, agreement of sale, management agreement, service agreement, brokerage or listing agreement, employment agreement or any other contract with respect to any of the Real Property;

(b) Grant or agree to any encumbrance, hypothecation, easement, restriction, reservation, change in zoning or approved use, license, assessment or contract in connection with the title to any portion or all of the Property or the use or operation thereof;

- (c) Sell, agree to sell or otherwise dispose of any item or group of items constituting the Property or any interest therein;
- (d) Borrow any additional amounts under or otherwise modify the terms of any loan now encumbering any of the Real Property;
- (e) Permit any license, permit, or insurance coverage relating to the Improvements to be modified, waived, impaired or to decrease or lapse;
- (f) Modify or amend any declaration or other document encumbering the Property;
- (g) Take any other action or fail to take any action which would materially impair or reduce the extent, value, or usefulness of any of the Property;
- (h) Fail to pay any debts as they become due; or
- (i) Modify, alter, demolish or remove from its present location any improvement, trees, or landscaping comprising a part of Real Property.

10. **CONDITIONS TO CLOSING.** Once having issued the Exercise Notice, Buyer's obligation to close this transaction is hereby expressly conditioned upon each of the following:

- (a) Seller having fully performed all of its obligations under this Option;
- (b) Each of the representations and covenants of Seller herein being correct when made and, if applicable, as of the Closing Date;
- (c) There exists no material and adverse changes regarding the access or utility service to the Real Property;
- (d) The absence of any change in the currently existing zoning, building, development, environmental, health, occupancy, condominium or other laws or regulations which would materially impair Buyer's ability to use the Property as a school;
- (e) The absence of any local improvement district or other special assessment being levied or threatened to be levied against any of the Property;
- (f) The absence of any threatened condemnation, restrictive ordinance, utility moratorium, bankruptcy, receivership, or litigation which, if undertaken, levied or enacted, could materially impair Buyer's ability to use the Property as a school or increase the costs thereof;
- (g) The acceptance by Buyer, in its sole discretion, of the Permitted Exceptions, including but not limited to an easement for utility and sewer lines;

(h) The ability and willingness of the Title Company to issue the title policy in the form required by **Section 6** hereof; and

(i) The absence of any material change in the physical condition of any of the Real Property or Personal Property, including damage by casualty or any taking under power of eminent domain.

The failure of any said conditions to be met as of the Closing Date shall enable Buyer to cancel this Option, waive such condition in writing in whole or in part or exercise any of its remedies under this Option. Buyer may extend the time for fulfillment of such conditions, and correspondingly the Closing Date, at its sole discretion.

11. **CLOSING PROCEDURES.** This transaction shall close through the Spokane Office of the Title Company. For the purposes of this Option, the “*Closing Date*” shall mean the date upon which all the conditions to the recordation of Seller’s deed have been satisfied and such deed is recorded. The Closing Date shall be a date selected by Buyer and delineated in the Exercise Notice and shall not be (a) earlier than thirty (30) days after Buyer delivers the Exercise Notice, or (b) later than sixty (60) days after the date of Buyer’s delivery of the Exercise Notice. At least one (1) business day prior to the Closing Date each of the parties shall deposit with the Title Company all of the documents, sums and instructions necessary to close this transaction pursuant to the terms hereof.

12. **DOCUMENTS AND ITEMS TO BE DELIVERED AT CLOSING.** At least one (1) business day prior to the Closing Date, Seller shall cause to be delivered to the Title Company, for immediate delivery to Buyer upon closing, and all in form and substance satisfactory to the parties:

(a) A bargain and sale deed to all of the Real Property, subject to no exceptions other than the Permitted Exceptions;

(b) A real estate excise tax affidavit executed by Seller;

(c) All original books, records, certificates of title, certificates of occupancy, licenses, and permits applicable to the Property, if any;

(d) A written confirmation that all of Seller’s representations that are to remain true and correct as of the Closing Date and contained in this Option remain true and correct as of the Closing Date;

(e) An affidavit executed by Seller in which Seller confirms that it is not subject to withholding under the Foreign Investment In Real Property Tax Act; and

(f) Such other documents, tax identification numbers and other items that may be reasonably required to carry out the transaction contemplated by this Option, including, without limitation, such documentation as is customarily or reasonably required by the Title Company as a condition to closing or to issue its title policy.

13. **CLOSING COSTS AND PRORATIONS.** Seller shall be responsible for the payment of conveyance excise taxes due by virtue of the conveyance of title to the Real Property, any and all prepayment and release fees charged by the then holder of monetary encumbrances created by Seller and to be removed by Seller, the premium for Buyer's standard title insurance policy and sales taxes thereon, and any sums due with respect to the discharge of any encumbrances for which Seller is responsible. Buyer shall pay the additional charge for an extended owner's title policy (if required by Buyer), and all recordation fees for the Seller's deed. Each of the parties shall pay one-half of the closing and escrow charges assessed by the closing agent. Real estate taxes due in the year of closing, premiums for any insurance policies assigned to and accepted in writing by Buyer, and billings for utilities serving the Property shall be the responsibility of Buyer consistent with the provisions of the Lease. Personal property taxes shall be the sole responsibility of Buyer.

14. **SELLER'S COOPERATION.** Seller acknowledges that Buyer is relying upon the cooperation of Seller in connection with Buyer's acquisition of the Property. Such cooperation shall extend to, without being limited to, using its commercially reasonable efforts to obtain any required approvals and consents to this Option; timely furnishing to Buyer copies of all licenses, permits, contracts, agreements or any other documents to be acquired hereunder or relevant to the Property; and all books, records and other items and data which Buyer is entitled to inspect hereunder; completely informing Buyer of all inspections, compliance measures and reporting or other administrative requirements required or undertaken in connection with the operation of the Real Property, including all requirements of all governmental or administrative entities; promptly and fully informing Buyer of any changes in certain of Seller's representations under **Section 7** or the conditions to closing in **Section 11** hereof; and cooperating with Buyer at no cost or expense to Seller in connection with Buyer's application for financing.

15. **DEFAULTS AND REMEDIES.** Any failure on the part of Buyer to close this transaction as herein agreed shall enable Seller to terminate this Option and all of the rights granted to Buyer. Any failure on the part of Seller to close this transaction as herein agreed or any material misrepresentation made in this Option by Seller shall enable Buyer to (a) waive such default or any portion thereof in writing; (b) terminate this Option; or (c) pursue the remedy of specific enforcement of Seller's obligations herein. Neither party shall cancel this Option because of a default of the other and neither party shall commence any litigation as a result of such default (other than requests for injunctive relief) unless (i) such cancellation is preceded by written notice which discloses the intent to cancel, the default upon which the right to cancel is asserted and the acts required to cure the same, and (ii) said default is not cured within thirty (30) days after said notice is given.

16. **BROKERS' FEES.** The parties hereto agree that no broker or agent was engaged in connection with this transaction. Neither party hereto shall be liable for any realtor's or broker's commission for which it has not expressly contracted in writing, and each party agrees to indemnify the other from and against any expenses, attorneys' fees and losses incurred as a result of any claim for a commission which was not so contracted for. Said indemnities shall survive the Closing Date and the cancellation of this Option.

17. **ATTORNEYS' FEES.** The prevailing party in any mediation, arbitration or litigation concerning this Option shall be entitled to be paid its court costs and reasonable attorneys' fees by

the party against whom judgment is rendered, including such costs and fees as may be incurred on appeal.

18. **NOTICES**. All notices which may or are required to be given in connection herewith shall be in writing and be personally delivered or sent by registered or certified mail, return receipt requested, with postage prepaid, and addressed as follows:

Seller: East Magnesium Properties, LLC
1620 N. Mamer Rd., C-400
Spokane Valley, WA 99216
Attn: Thomas Clemson

with a copy to:

Tyler Black
Lukins & Annis, P.S.
717 W. Sprague Avenue, Suite 1600
Spokane, WA 99201

Buyer: Spokane International Academy
Attn: Travis Franklin
2706 E. Queen Ave.
Spokane, WA 99217

with a copy to:

Sallie Lin
Stoel Rives LLP
600 University Street, Suite 3600
Seattle, Washington 98101-3197

Each party may revise its address for notice by giving the other party at least ten (10) days' advance written notice thereof by the means above described. Except as otherwise specified herein, notices shall be deemed effective when actually received, if personally delivered, or two (2) days following the date of deposit of same in the U.S. mail, as evidenced by the U.S. postmark.

19. **ASSIGNMENTS**. This Option shall not be subject to assignment by Buyer in whole or in part, voluntarily or involuntarily (including any transfer to a Leasehold Mortgagee, receiver or bankruptcy estate), without the prior and express written consent of Seller being in each instance first had and obtained. The foregoing notwithstanding, Buyer may assign its rights to purchase the Property under this Option to an entity wholly owned by Buyer. No assignment shall serve to release Buyer from any of its obligations herein.

20. **SUCCESSORS**. Subject to the provisions of **Section 19** hereof, all rights and obligations arising out of this Option shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

21. **TIME OF PERFORMANCE.** Time is of the essence of each and every term, covenant and condition hereof.

22. **INTERPRETATION.** This Option has been mutually negotiated with the opportunity to obtain the assistance of legal counsel and shall not be construed against either party. The section headings in this Option are included only for convenience and shall not affect the manner in which the provisions hereof are construed. All sums herein referred to shall be calculated by and payable in the lawful currency of the United States. If any of the terms or conditions of this Option shall be determined to be invalid, void or illegal by any arbitrator or court of competent jurisdiction, such shall in no way affect, impair, or invalidate any of the other provisions hereof unless and to the extent the ruling by such court or arbitrator contains a specific determination that the fundamental purposes of this Option are thereby impaired.

23. **WAIVERS.** No obligation or default under this Option shall be deemed waived by any oral statement or course of conduct, and waivers shall only be effective when evidenced by specific written agreement signed by the waiving party.

24. **ENTIRE AGREEMENT.** This Option supersedes any prior written and oral agreements and representations made by or on behalf of the parties hereto with respect to the Property.

25. **CONTROLLING LAW; VENUE.** This Option shall be construed, interpreted and enforced pursuant to the laws of the State of Washington. In any action brought to interpret or enforce any provision of this contract the venue of such action shall be laid in Spokane County, Washington.

26. **COUNTERPARTS.** This Option may be executed in two (2) or more counterparts, all of which shall constitute but one and the same contract.

27. **NO RECORDING.** This Option may not be recorded in the official records of Spokane County without the express written consent of both parties, which consent may be granted or withheld in each party's sole and absolute discretion.

[No further text.]

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the day and year first above written.

East Magnesium Properties, LLC,
a Washington limited liability company

By: _____
Name: Travis Garske
Its: Manager

By: _____
Name: Thomas E. Clemson
Its: Manager

Spokane International Academy,
a Washington nonprofit corporation

By: _____
Name: Travis Franklin
Its: Head of School

EXHIBIT A
Legal Description

Upon completion of the boundary line adjustment, this legal description shall be updated.

Currently, the Real Property consists of a portion of:

The Southwest quarter of the Northeast quarter of Section 20, Township 26 North, Range 43 East of the Willamette Meridian;

Except the East 390 feet of the West 420 feet of the South 518.6 feet thereof;

Also Except those portions lying within the boundaries of Dakota Street, Nevada Street and Magnesium Road right of ways;

Situate in the City of Spokane, County of Spokane, State of Washington.

**ABSOLUTE NET LEASE AGREEMENT
WITH OPTION TO PURCHASE**

This ABSOLUTE NET LEASE AGREEMENT WITH OPTION TO PURCHASE (“Lease”) is made and entered into the 24th day of January, 2020 (“Commencement Date”), by and between EAST MAGNESIUM PROPERTIES, LLC, a Washington limited liability company (“Landlord”), and SPOKANE INTERNATIONAL ACADEMY, a Washington non-profit corporation (“Tenant”).

1. BASIC LEASE PROVISIONS AND IDENTIFICATION OF ADDENDA AND EXHIBITS.

1.1 Basic Lease Provisions.

Address of Leased Premises	777 E. Magnesium Rd., Spokane, WA 99208
Contingency Period	2 weeks from Commencement Date
Good Faith Deposit	\$56,666.00
Holding Costs	\$18,000.00 monthly from December 1, 2019 to Rent Commencement Date
Rent Commencement Date	July 1, 2020
Initial Monthly Base Rent	\$28,333.00
Payment Due Date	1 st day of each month
Lease Term	180 months from Rent Commencement Date
Permitted Use	K-12 public charter school
Landlord	EAST MAGNESIUM PROPERTIES, LLC Attn: Tom Clemson 1620 N. Mamer Rd., C-400 Spokane Valley, WA 99216
Tenant	SPOKANE INTERNATIONAL ACADEMY Attn: Travis Franklin 2706 E. Queen Ave. Spokane, WA 99217
Landlord’s Broker	Erik Nelson of Kiemle Hagood
Tenant’s Broker	None

1.2 Identification of Exhibits and Addenda. The exhibits and addenda, if any, identified in and attached to this Lease are incorporated in this Lease by this reference.

2. PREMISES.

2.1 Leased Premises. Landlord leases to Tenant and Tenant leases from Landlord the real property located generally at 777 East Magnesium Road, Spokane, Washington 99208 and legally described in Exhibit A (“Property”), the current office building located on the Property (“Building”), and all other buildings, structures and other improvements now located on the Property or hereafter constructed thereon, including but not limited to parking, drive aisles, and driveways (collectively with the Building, “Improvements”). The Building contains approximately 99,845 rentable square feet and the Property consists of approximately 6.14 acres. A tentative “Site Plan” depicting the Property and Improvements to be leased (collectively, “Premises”) is attached hereto as Exhibit B. This Lease is subject to all applicable building restrictions, planning and zoning ordinances, governmental rules and regulations, and all other encumbrances, restrictions and easements affecting the Premises and the terms and provisions of any declarations, reciprocal easements and operating agreements now or hereafter affecting the Premises.

2.2 Existing Personal Property. All personal property located on the Premises shall be transferred from Landlord to Tenant. Tenant shall, at its sole cost and expense, remove any personal property after the end of the Contingency Period that Tenant elects to remove from the Premises. All right and title to the personal property on the Premises as of the expiration of the Contingency Period will be transferred to Tenant as a charitable contribution from Landlord. Tenant agrees to complete and execute all Internal Revenue Service documents necessary to properly recognize Landlord's gift of the personal property as a charitable contribution to Tenant. Tenant shall not be obligated to incur any cost or expense with respect to the documentation of the charitable contribution, nor shall Tenant have any liability to Landlord if the Landlord's stated fair market value of the personal property is not respected by the Internal Revenue Service.

2.3 Acceptance of Premises. Tenant accepts the Premises "AS IS" and "WHERE IS," with all of the current Improvements acceptable to Tenant; provided that Tenant will perform the Tenant's Work (defined below) pursuant to Section 3, and provided further that Landlord will complete the BLA (defined below) pursuant to Section 4.1.

3. CONSTRUCTION.

3.1 Tenant Allowance. Landlord shall provide Tenant an allowance of \$500,000 (the "Tenant Allowance") for purposes of allowing Tenant to complete Tenant's Work (as hereinafter defined) and to design and construct the Site Work (as hereinafter defined) in accordance with the terms and conditions of this Lease. Landlord agrees to reasonably cooperate with Tenant's lender in connection with subjecting the Tenant Allowance and any Supplemental Site Work Allowance (as hereinafter defined) to an impound account, escrow agreement or other draw-down arrangement controlled by Tenant's lender in connection with ensuring that the Tenant's Work is done in a workmanlike and lien free manner.

3.2 Tenant's Work; Site Work. "Tenant's Work" means the Site Work and the improvements to the Building to be designed and constructed by Tenant. "Site Work" means any site work Tenant elects to perform at the Premises, including providing a minimum of 125 parking spaces, bus drop off and pick up, bus access, car pick up and drop off, site access and all other necessary improvements required by code. Subject to Landlord providing the Tenant Allowance, the Site Work will be performed by Tenant, at Tenant's sole cost and expense, in a good and workmanlike manner and in compliance with all applicable governmental laws, regulations, rules and requirements prior to the Rent Commencement Date. Additionally, to the extent that the Site Work actually exceeds \$500,000, Landlord agrees to provide Tenant with a supplemental allowance for Site Work up to an additional \$250,000 (the "Supplemental Site Work Allowance") provided that Tenant first demonstrates to Landlord's reasonable satisfaction that Tenant has expended \$250,000 of Tenant's own funds on the Site Work ("Tenant's Site Work Funds"). If after having expended Tenant's Site Work Funds, Tenant elects to use the Supplemental Site Work Allowance, all additional funds of Landlord's so used by Tenant shall be paid for by Tenant in the form of an increase in Monthly Base Rent payable by Tenant, with such increase to be determined by attaching an interest rate of 4.5% to that portion of the Supplemental Site Work Allowance actually drawn by Tenant and amortizing the same over the initial Term of the Lease.

(a) Tenant Work Plans. Tenant will be solely responsible to prepare plans and specifications ("Tenant Work Plans") for Tenant's Work, which must include binding estimates and reasonably detailed drawings and information necessary for Landlord to review and grant or withhold approval, and must be prepared by professionals and contractors. Tenant may elect to use Landlord's contractor or may select any qualified contractor reasonably approved by Landlord for Tenant's Work. Not later than the expiration of the Contingency Period, Tenant shall deliver the Tenant Work Plans to Landlord, and Landlord, within 15 days of receipt of the Tenant Work Plans, shall notify Tenant in writing of its approval, which may not be unreasonably withheld, or its

disapproval. If Landlord fails to deliver said notice within 15 days, then, at the option of Tenant, the Tenant Work Plans will be deemed approved. In the event the Tenant Work Plans, in the reasonable judgment of Landlord or Landlord's architect, are not approved by Landlord, Landlord shall provide in the written notice thereof to Tenant sufficient written explanation of the items of the Tenant Work Plans that are not approved by Landlord and a detailed description of the revisions to the proposed Tenant Work Plans that Landlord requires prior to granting approval. All Tenant's Work must be performed in accordance with the final Tenant Work Plans approved by Landlord, good construction practices, and all applicable laws, codes, ordinances, regulations and insurance requirements. No material deviations from the final Tenant Work Plans, once approved by Landlord, will be permitted without the prior written consent of Landlord, which may not be unreasonably withheld, conditioned or delayed. Landlord's review and approval of the Tenant Work Plans will not constitute the assumption of any responsibility by Landlord for their accuracy or sufficiency, and will in no event create an express or implied confirmation that Tenant's design and/or working drawings have been prepared in accordance with the requirements of applicable laws, codes, ordinances and regulations. Further, Landlord will have no responsibility or liability for any loss or damage to any property belonging to Tenant.

(b) Tenant's Construction Costs. Subject to Landlord providing the Tenant Allowance, all Tenant's Work will be at the sole cost and expense of Tenant. During construction, Tenant will be required to submit to Landlord on a monthly basis a certificate that (i) must be duly completed and signed by Tenant's contractor or architect and certify (A) that to such party's knowledge the portion of Tenant's Work completed up to the date of said certificate has been performed in substantial accordance with the final Tenant Work Plans, (B) the amount due and owing to Tenant's design professionals, general contractor, suppliers or others for such portion of Tenant's Work, and (C) that the amount due and owing, when paid by Tenant, will be full reimbursement for all costs of Tenant's Work for which such certificate is submitted; and (ii) will have attached thereto lien waivers in customary form, acceptable to Landlord, from all contractors and suppliers that have provided materials, labor or services for the portion of Tenant's Work completed to the date of such certificate. Landlord agrees that any certificate provided by Tenant to a lender of Tenant, that is substantially consistent with the requirements stated above, shall be acceptable to Landlord.

(c) Completion of Tenant's Work. Upon completion of Tenant's Work, Tenant shall submit to Landlord the following: (i) a certificate of substantial completion (in a form reasonably acceptable to Landlord) certifying that Tenant's Work has been substantially completed, duly executed by Tenant's architect; (ii) duly executed unconditional lien waivers, and such other affidavits, certificates, information and data as may be reasonably requested by Landlord, from all general contractors, subcontractors and materialmen performing Tenant's Work on the Premises; (iii) a final computation of the total cost of Tenant's Work, together with reasonable supporting documentation that payment in full has been made; and (iv) such other documentation as Landlord may reasonably request to evidence the proper, lien-free substantial completion of Tenant's Work in substantial accordance with the final Tenant Work Plans and payment in full of the cost of Tenant's Work. Landlord agrees that any certificate provided by Tenant to a lender of Tenant, that is substantially consistent with the requirements stated above, shall be acceptable to Landlord.

(d) Tenant's Contractors' Insurance Requirements. Tenant must require that all contractors performing any Tenant's Work at the Premises maintain commercial general liability and property damage liability insurance, including completed operations coverage, for all activities in connection with the Premises, which insurance must have limits of not less than \$5,000,000 for each occurrence for bodily injury and property damage, \$5,000,000 for each occurrence for personal and advertising injury liability, \$5,000,000 general aggregate for other than products and

completed operations, and \$5,000,000 general aggregate for each occurrence for products and completed operations. Tenant must also require all contractors and subcontractors performing work on, in or about the Premises to carry insurance on their tools and equipment and worker's compensation and employer's liability insurance in accordance with local law, each such policy must contain a waiver of subrogation as against Landlord, and such additional insurance policies, if any, must meet the requirements set forth elsewhere herein with respect to the insurance policies otherwise required to be obtained and maintained by Tenant under this Lease. As respects liability insurance, each such contractor shall name Landlord as additional insured and all liability insurance coverage required herein must be endorsed to be primary to all insurance available to Landlord, with Landlord's insurance being excess, secondary and non-contributing. Tenant must provide Landlord with a copy of the certificate of insurance and policy endorsement evidencing coverage.

3.3 Possession. Landlord will provide Tenant with a right of access to the Premises beginning on the expiration of the Contingency Period in order for Tenant to accomplish Tenant's Work.

4. TERM.

4.1 Contingency Period. The "Contingency Period" will begin on the Commencement Date and will expire 2 weeks thereafter.

(a) Purpose. The purpose of the Contingency Period is to allow (i) Landlord to obtain an approved plan regarding the BLA (as more particularly described in Section 4.1(c), below); and (ii) Tenant to conduct necessary due diligence regarding the Premises, including applying to the Washington State Charter School Commission for a charter school transfer and the approval thereof.

(b) Good Faith Deposit. Upon the Commencement Date, Tenant will submit to Landlord a "Good Faith Deposit" in the amount of \$56,666.00. In the event either party terminates this Lease prior to the expiration of the Contingency Period Landlord shall return the Good Faith Deposit to Tenant. If this Lease is not terminated prior to the Rent Commencement Date, the Good Faith Deposit will be applied to the first 2 months of Monthly Base Rent.

(c) Boundary Line Adjustment. Landlord shall, at its sole cost and expense, obtain a plan regarding the BLA that is approved by the governing agency no later than the expiration of the Contingency Period. Landlord shall, at its sole cost and expense, complete a boundary line adjustment ("BLA") in substantial accordance with the Site Plan prior to June 1, 2020. If the governing agency does not allow Landlord to complete the BLA prior to June 1, 2020 or in substantial compliance with the Site Plan, the parties will meet and confer in good faith to discuss amending this Lease in a manner that will allow Tenant to obtain a certificate of occupancy for the Premises prior to the Rent Commencement Date. If Tenant is unable to obtain a certificate of occupancy prior to the Rent Commencement Date because of the failure to complete the BLA, Tenant (in its sole discretion) may terminate this Lease or delay the Rent Commencement Date until a certificate of occupancy is obtained. Upon completion of the BLA, this Lease shall be amended to revise the legal description of the Property to conform with the new legal description from the BLA.

(d) Deemed Waiver. If either party fails to terminate this Lease prior to the expiration of the Contingency Period, each of Landlord and Tenant will be deemed to have waived its lease contingency.

4.2 Lease Term. This Lease will be for a term of 180 months (“Term”), commencing on the Rent Commencement Date and expiring on the last day of the 180th month thereafter, unless sooner terminated in accordance with the provisions of this Lease. As used herein, the term “Lease Year” means each consecutive 12-month period under this Lease beginning with the Rent Commencement Date.

4.3 Renewal Option. Tenant shall, provided the Lease is in full force and effect and Tenant is not then in default under any of the other terms and conditions of the Lease at the time of notification or commencement, have three options to renew this Lease for a term of five years each (a “Lease Renewal Option”), on the same terms and conditions set forth in the Lease, except for the payment of Monthly Base Rent, which shall be determined pursuant to Section 4.3(a), below. The Lease Renewal Option shall be exercised by Tenant giving written notice (an “Option Notice”) to Landlord (in the manner provided in this Lease), no later than 180 days prior to the expiration of the initial Term and must be exercised for the entire Premises. If Tenant fails to give Landlord an Option Notice within the time period and as otherwise specified herein, the subject Lease Renewal Option shall automatically become null and void. Tenant and Landlord shall promptly execute a written amendment to the Lease memorializing each exercise of a Lease Renewal Option, to include the extension of the Term and the amount of the Monthly Base Rent for such Extension Term (each, an “Extension Amendment”). Landlord may require Tenant to execute each Extension Amendment prior to the commencement of its corresponding Extension Term. To the extent Tenant has not executed an Extension Amendment by the start of any Extension Term, the amount of Monthly Base Rent payable by Tenant as of the start of such Extension Term shall be as set forth in Landlord’s initial notice as provided below for such Extension Term, subject to any adjustment, if required, after the determination of the amount of fair market rent for such Extension Term as provided below and the execution of the Extension Amendment for such Extension Term.

(a) Monthly Base Rent. If Tenant properly exercises a Lease Renewal Option, Monthly Base Rent shall be adjusted as of the commencement date of the applicable Extension Term to be equal to the fair market rental value of the Premises as of such date, the amount of which Landlord shall notify Tenant in writing not less than 5 months prior to the date Tenant must provide Landlord with an Option Notice; provided, that in no event shall fair market rent for such Extension Term be less than 95% of Monthly Base Rent prior to the commencement date of such Extension Term. If Tenant objects to Landlord’s determination, Tenant shall, within 30 days after receipt of Landlord’s notice, notify Landlord in writing of Tenant’s disagreement, whereupon Landlord and Tenant shall meet and attempt to resolve such disagreement. If Landlord and Tenant are unable to agree upon the fair market rent of the Premises within 20 days following Landlord’s receipt of Tenant’s notice, then the fair market rent shall be determined by appraisal in the manner provided below. To the extent fair market rent has not been determined by appraisal in the manner provided below and set forth in an executed Extension Amendment, the amount of Monthly Base Rent payable by Tenant as of the start of any Extension Term for which fair market rent is not previously established in an Extension Amendment shall be 110% of the amount of Monthly Base Rent most recently owing under the Lease, subject to any adjustment, if required, after the determination of the amount of fair market rent for such Extension Term as provided below.

The process for determining the fair market rent of the Premises by appraisal shall be as follows: The Premises shall be appraised taking into account comparable first class buildings in, among other things, comparable markets in the Spokane, Washington area, by an MAI appraiser chosen by Landlord with no less than 10 years of experience appraising like property in the metropolitan area in which the Building is located and the resulting appraisal report (the “First Appraisal”) shall be forwarded to Tenant. If Tenant accepts the First Appraisal, then the Monthly Base Rent shall be adjusted consistent with the First Appraisal. If the First Appraisal is unacceptable to Tenant, then Tenant shall so advise Landlord in writing within 15 business days after receipt of the First Appraisal (and Tenant’s failure to give notice within such 15 business day

period shall be deemed Tenant's acceptance of the First Appraisal) and Tenant shall have the right to engage an MAI appraiser with similar qualifications to Landlord's appraiser and the resulting appraisal report (the "Second Appraisal") shall be forwarded to Landlord. If Landlord accepts the Second Appraisal, then the Monthly Base Rent shall be adjusted consistent with the Second Appraisal. If the Second Appraisal is unacceptable to Landlord, then Landlord shall advise Tenant within 10 business days after receipt of the Second Appraisal (and Landlord's failure to give notice within such 10 business day period shall be deemed Landlord's acceptance of the Second Appraisal), and the first appraiser and second appraiser shall together choose a third MAI appraiser with similar qualifications to theirs who shall appraise the Premises and forward the resulting appraisal report (the "Third Appraisal") to Landlord and Tenant. The cost of the First Appraisal shall be borne by Landlord. The cost of the Second Appraisal shall be borne by Tenant. The cost of the Third Appraisal shall be shared equally between Landlord and Tenant. If the Third Appraisal is greater than the higher of the First Appraisal and the Second Appraisal or less than the lower of the First Appraisal and the Second Appraisal, then the fair market rent shall be the average of the First Appraisal and the Second Appraisal. If the Third Appraisal is not greater than the higher of the First Appraisal and the Second Appraisal nor less than the lower of the First Appraisal and the Second Appraisal, then the fair market rent shall be the sum of the First Appraisal, the Second Appraisal and the Third Appraisal, divided by three. After such appraisal procedure is completed and the fair market rent for such Extension Term is established, then Tenant shall promptly make payment to Landlord for any underpayment of Monthly Base Rent owing for the prior months or, if overpaid, will be entitled to a credit against future Monthly Base Rent. The determination of fair market rent shall include the amount of appropriate annual increases in Monthly Base Rent, provided, that in no event shall fair market rent for such Extension Term be less than Monthly Base Rent prior to the commencement date of such Extension Term.

5. OPTION TO PURCHASE. At the completion of the third Lease Year and the tenth Lease Year, Tenant will have the option to purchase the Premises ("Purchase Option") upon the terms and conditions contained in that certain Option to Purchase, executed in connection with this Lease. Any conveyance by Landlord of the Premises shall be subject to the Purchase Option.

6. RENT AND COSTS.

6.1 Holding Costs. Commencing upon December 1, 2019 and continuing until the Rent Commencement Date, Tenant will pay to Landlord \$18,000.00 per month as "Holding Costs." All Holding Costs paid during the foregoing period are intended to be Tenant's sole rental obligation to Landlord under this Lease (Landlord acknowledging that it shall be responsible for the payment of real estate taxes and Landlord's own insurance during this period); provided, however, Tenant shall pay to Landlord, in addition to the Holding Costs, an amount equal to the amount by which the cost of all utilities serving the Premises exceeds \$7,739.00 per month.

6.2 Monthly Base Rent – Lease Years 1 through 10. Commencing on the Rent Commencement Date and throughout the remainder of the first Lease Year, Tenant shall pay to Landlord "Monthly Base Rent" in the amount of \$28,333.00 per month. Commencing on the first day of the second Lease Year and throughout the remainder of the second Lease Year, Monthly Base Rent will be payable in the amount of \$36,666.00 per month. Commencing on the first day of the third Lease Year and throughout the remainder of the third Lease Year, Monthly Base Rent will be payable in the amount of \$53,333.00 per month. Commencing on the first day of the fourth Lease Year and on the same date of each succeeding Lease Year through and including the tenth Lease Year, Monthly Base Rent will automatically increase by 3.0% annually over the Monthly Base Rent paid during the last month of the prior Lease Year. In amplification of the foregoing, a Monthly Base Rent schedule is attached as Exhibit C to this Lease.

6.3 Monthly Base Rent – Lease Years 11 through 15. If Tenant elects to not exercise the Purchase Option, commencing on the first day of the eleventh Lease Year and throughout the remainder of the eleventh Lease Year, Monthly Base Rent will be payable in an amount of \$68,750.00 per month. Commencing on the first day of the twelfth Lease Year and on the same date of each succeeding Lease Year during the remainder of the Term, Monthly Base Rent will automatically increase by 5.0% annually over the Monthly Base Rent paid during the last month of the prior Lease Year.

6.4 Charitable Contribution. Landlord and Tenant agree that the amount of Monthly Base Rent to be paid by Tenant is less than the fair market value rent Landlord could receive for the Premises. Tenant agrees to complete and execute all Internal Revenue Service documents necessary to properly recognize Landlord's gift of a portion of Monthly Base Rent for the Premises as a charitable contribution to Tenant. Tenant shall have no obligation to make any representation, warranty, or agreement as to the fair market value rent for the Premises; or incur any cost or expense in providing such documents.

6.5 Due Dates; Proration; Late Payments. Payments of Holding Costs and Monthly Base Rent are due on the first day of each month. Holding Costs or Monthly Base Rent for any partial month will be prorated based on the actual number of days in such month. If Tenant fails to pay when due and payable any Holding Costs, Monthly Base Rent or any other charges due hereunder, such unpaid amounts will bear interest at the rate of 10.0% per annum (or, if lower, the maximum rate permitted by applicable law) from the date due to the date of payment. In addition to such interest, if any Holding Costs or Monthly Base Rent installment is not received by Landlord from Tenant by the fifth day of the month for which such installment is due, Tenant must immediately pay to Landlord a late charge equal to 2.0% of such amount due, or \$500.00, whichever is greater.

7. UTILITIES; TAXES.

7.1 Utilities and Services. Tenant shall make all arrangements for and, commencing on the Rent Commencement Date, Tenant shall pay promptly as the same become due and before delinquency all water, gas, power, sewer, irrigation, refuse collection and any other utilities used on or in connection with the Premises, together with any taxes thereon. All such utilities and services must be billed directly to Tenant; provided that Landlord shall receive a copy of all utility bills from the city of Spokane. Landlord will have the right to relocate any utilities during the Term at Landlord's sole discretion and at Landlord's sole cost and expense; provided that such relocation must be carried out in a manner that is as minimally disruptive to Tenant's operations as is feasible; provided further that Landlord restores all affected areas to substantially the same condition; and provided further that Landlord provides notice to Tenant no later than forty-eight (48) hours prior to such work. Except where an emergency exists, all such utility activity by Landlord shall take place in a manner that is as minimally disruptive to Tenant's operations as Landlord determines to be reasonably feasible, and so as not to endanger students, faculty or staff or put students, faculty or staff at risk of physical injury. All active and latent construction areas will be maintained in a condition that is safe for students, faculty and staff to access when necessary. Notwithstanding the foregoing, in the event such utility interruption is due to the negligence or willful misconduct of Landlord or its agents, contractors, or employees, and lasts longer than seventy-two (72) hours, Monthly Base Rent shall be abated to the extent the use and enjoyment of the Premises is thereby materially and adversely affected from the end of such 72-hour period until the interruption ceases.

7.2 Real Property Taxes and Assessments. Commencing on the Rent Commencement Date, Tenant shall pay promptly as the same become due and before delinquency all real estate, ad valorem, lease tax or any other taxes that may be taxed, charged, levied, assessed or imposed upon or against the Premises by a governmental entity. If any such taxes and assessments paid by Tenant cover any period of time prior to the Rent Commencement Date or after the expiration of the Term, then Tenant's share of such taxes and assessments will be equitably prorated to cover only the period of time within the tax fiscal year during

which this Lease is in effect, and Landlord shall reimburse Tenant to the extent required. Any tax exemptions resulting from Tenant's nonprofit status will accrue to the benefit of Tenant. All such taxes and assessments must be billed directly to Tenant, where permitted by law. Landlord shall cooperate with Tenant at no cost to Landlord in any documentation required to be submitted to the governing authority, in order for Tenant to claim a property tax exemption.

7.3 Personal Property Taxes. Tenant shall pay promptly as the same become due and before delinquency any and all taxes, assessments, liens and license fees levied or assessed against all leasehold improvements, equipment, furniture, fixtures and any other personal property located on the Premises. Tenant acknowledges that, as of the expiration of the Contingency Period, Landlord will have no interest (ownership or otherwise) in any personal property located on the Premises.

7.4 Licenses and Taxes. Tenant will be liable for, and shall pay throughout the Term, all license and excise fees and business and occupation taxes covering any business conducted on the Premises. If any governmental authority or unit under any present or future law effective at any time during the Term hereof in any manner levies a tax on rents payable under this Lease or rents accruing from use of the Premises or a tax in any form against Landlord because of or measured by income derived from the leasing or rental of the Premises, such tax will be paid by Tenant, either directly or through Landlord. Tenant will not be liable to pay any net income tax imposed on Landlord.

7.5 Intent. Except as herein specifically set forth, this Lease is intended to be an *absolute net lease*; provided that nothing contained herein may be construed to require Tenant to pay the principal or interest payments or other carrying costs or charges or expenses of any Mortgage (defined below) affecting the fee title to the Premises or Landlord's interest in this Lease.

7.6 Default in the Payment of Utilities or Taxes. If Tenant defaults in the payment of any utilities, services, taxes or assessments as required by this Section 7, Landlord will have the right, in addition to all other remedies, to pay the same together with any penalties and interest, in which event the amount so paid by Landlord will be paid by Tenant to Landlord within 5 days of demand, together with interest thereon at the rate of 18.0% per annum, compounded monthly.

8. USE.

8.1 Permitted Use. Subject to this Section 8, Tenant may use the Premises for the operation of a K-12 public charter school, and associated compatible uses ("School") and for no other use without Landlord's prior written consent, which will not be unreasonably withheld, conditioned or delayed ("Permitted Use"). Tenant shall diligently pursue, obtain and maintain throughout the Term state certification of the School, promptly providing documentation thereof to Landlord. Tenant will not be in default under this Lease for a loss or suspension of such certification so long as Tenant takes all reasonable actions in a timely manner to defend against such loss or suspension, and thereafter has its certification reinstated.

8.2 Compliance with Laws. Tenant shall, at its sole cost and expense, promptly comply with all applicable local, state or federal laws.

8.3 No Waste; Nuisance. Tenant shall not commit waste on the Premises or allow any private or public nuisance. Tenant shall not dump or otherwise deposit any junk, garbage or used, unusable or unwanted construction materials on the Premises without the prior written consent of Landlord; provided, however, any construction materials located on the Premises during the construction of Tenant's Work shall not be considered a default under this section.

8.4 Hazardous Waste and Materials.

(a) Neither Landlord nor Tenant shall dispose of or otherwise allow the release of any hazardous waste or materials in, on or under the Premises, or any adjacent property, or in any Improvements placed on the Premises or adjacent property. As used herein, the term “hazardous waste or materials” includes any substance, waste or material defined or designated as hazardous, toxic or dangerous (or any similar term) by any federal, state or local statute, regulation, rule or ordinance now or hereafter in effect. In the event that Tenant’s use of the Premises results in the presence of hazardous waste or material in, on, or under the Premises, Tenant shall promptly comply with all statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, treatment, disposal, storage, control, removal or cleanup of hazardous waste or materials in, on or under the Premises or any adjacent property, or incorporated in any Improvements, at Tenant’s expense.

(b) In the event that Tenant’s use of the Premises results in the presence of hazardous waste or material in, on, or under the Premises, and after notice to Tenant and a reasonable opportunity for Tenant to effect such compliance, Landlord may, but is not obligated to, enter upon the Premises and take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest in the Premises; provided, however, that Landlord will not be obligated to give Tenant notice and an opportunity to effect such compliance if: (i) such delay might result in material adverse harm to Landlord or the Premises; (ii) Tenant has already had actual knowledge of the situation and a reasonable opportunity to effect such compliance; or (iii) an emergency exists. Whether or not Tenant has actual knowledge of the release of hazardous waste or materials on the Premises or any adjacent property as the result of Tenant’s use of the Premises, Tenant shall reimburse Landlord for the full amount of all costs and expenses incurred by Landlord in connection with such compliance activities, and such obligation will continue even after the termination of this Lease. Tenant shall notify Landlord immediately of any release of any hazardous waste or materials on the Premises.

(c) In the event that hazardous waste or material is present in, on, or under the Premises or adjacent property through no fault of the Tenant and unrelated to Tenant’s use, Landlord shall promptly comply with all statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, treatment, disposal, storage, control, removal or cleanup of hazardous waste or materials in, on, or under the Premises or any adjacent property, or incorporated in any Improvements at Landlord’s expense.

(d) In the event that hazardous waste or material is present in, on, or under the Premises or adjacent property through no fault of the Tenant and unrelated to Tenant’s use of the Premises, and after notice to Landlord and a reasonable opportunity for Landlord to effect such compliance, Tenant may, but is not obligated to, take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest in the Premises; provided, however, that Tenant will not be obligated to give Landlord notice and an opportunity to effect such compliance if: (i) such delay might result in material adverse harm to Tenant or the Premises; (ii) Landlord has already had actual knowledge of the situation and a reasonable opportunity to effect such compliance; or (iii) an emergency exists. Whether or not Landlord has actual knowledge of the release of hazardous waste or materials on the Premises or any adjacent property through no fault of the Tenant and unrelated to Tenant’s use of the Premises, Landlord shall reimburse Tenant for the full amount of all costs and expenses incurred by Tenant in connection with such compliance activities, and such obligation will continue even after the

termination of this Lease. Landlord shall notify Tenant immediately of any release of any hazardous waste or materials on the Premises or adjacent property.

(e) Tenant agrees to indemnify and hold Landlord harmless against any and all losses, liabilities, suits, obligations, fines, damages, judgments, penalties, claims, charges, cleanup costs, remedial actions, costs and expenses (including, without limitations, attorneys' fees) that may be imposed on, incurred or paid by, or asserted against Landlord or the Premises by reason of, or in connection with (i) any misrepresentation, breach of warranty or other default by Tenant under this Lease, or (ii) the acts or omissions of Tenant, or any subtenant or other person for whom Tenant would otherwise be liable, resulting in the release of any hazardous waste or materials.

(f) Landlord agrees to indemnify and hold Tenant harmless against any and all losses, liabilities, suits, obligations, fines, damages, judgments, penalties, claims, charges, cleanup costs, remedial actions, costs and expenses (including, without limitations, attorneys' fees) that may be imposed on, incurred or paid by, or asserted against Tenant or the Premises by reason of, or in connection with (i) any misrepresentation, breach of warranty or other default by Landlord under this Lease, or (ii) the acts or omissions of Landlord, or other person for whom Landlord would otherwise be liable, resulting in the release of any hazardous waste or materials.

(g) Landlord represents to Tenant that Landlord has received no notice of the existence of any hazardous waste or materials in, on, or under the Premises, Building or Land in excess of reportable quantities. Landlord shall defend, indemnify and hold Tenant and its officers, employees, partners, agents, contractors and property manager harmless from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including without limitation attorney and consultant fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to the presence, disposal, release, or threatened release of any hazardous waste or materials other than Tenant's hazardous waste or materials which is on, from or affecting the soil, water, vegetation, buildings, personal property, persons, animals or otherwise as of the Commencement Date; any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to all hazardous waste or materials other than Tenant's hazardous waste or materials as of the Commencement Date; any lawsuit brought or threatened, settlement reached or government order relating to all hazardous waste or materials other than Tenant's hazardous waste or materials as of the Commencement Date; and/or any violation by Landlord of any law applicable thereto.

8.5 Maintenance and Repairs. Tenant, by occupying the Premises, accepts the same as being in good and tenable condition. Landlord has no obligation and has made no promise to alter, remodel, improve or repair the Premises or any part thereof, except as specifically set forth in this Lease. Tenant acknowledges that Landlord has made no representations or warranties respecting the condition of the Premises, except as specifically set forth in this Lease. Tenant, as of the Commencement Date and therein after for the duration of this Lease, at its expense, shall perform or cause to be performed all routine or non-routine maintenance on the Premises, including servicing of the heating, ventilating, and air conditioning system serving the Building ("HVAC") in accordance with the terms of a customary air conditioning service contract that Tenant will enter into at Tenant's sole cost and expense, as performed by reputable service companies in the state of Washington on not less than a quarterly basis. If any standard or regulation is imposed on Landlord or Tenant by any federal, state or local governmental or quasi-governmental body, whether charged with the establishment, regulation and enforcement of occupational, health or safety standards for public charter schools, employers, employees, or tenants, or otherwise, then Tenant agrees, at its sole cost and expense, to comply promptly with such standards or regulations with respect to the Premises.

8.6 Failure to Maintain. Tenant has the option of purchasing maintenance services from Landlord. If Tenant fails to keep and preserve the Premises as set forth in Section 8.5, Landlord may, at its option, put or cause the same to be put in the condition and state of repair agreed upon, and in such case, upon receipt of written statements from Landlord, Tenant shall promptly pay the entire cost thereof. Landlord will have the right, without liability, to enter the Premises for the purpose of making such repairs upon the failure of Tenant to do so with 15-days' notice to Tenant, unless Landlord deems entry necessary without notice due to an emergency.

8.7 Alterations. Except as otherwise provided in this Lease, including the Tenant's Work, Tenant may not make alterations, repairs, additions or improvements without first obtaining the consent of Landlord in each instance, which consent may not be unreasonably withheld or delayed; provided that Landlord's consent will not be required for any alteration that is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting. Any and all alterations, additions or improvements must be made at Tenant's sole cost and expense, unless otherwise agreed, and must be performed by Tenant in a good and workmanlike manner and in compliance with all applicable governmental laws, regulations, rules and requirements. Tenant shall secure any and all governmental permits, approvals or authorizations required in connection with any such work, and shall hold Landlord harmless from and against any and all liability, costs, damages, expenses (including attorneys' fees) and any and all liens resulting therefrom. The terms and conditions of Section **Error! Reference source not found.** will apply to any alterations made pursuant to this Section 8.7. Any alterations that result in an increase in the overall square footage of the Building will not incur additional Monthly Base Rent increases at any time for the duration of this Lease.

(a) Tenant may, with Landlord's prior consent (not to be unreasonably withheld, conditioned or delayed), (i) install nonstructural alterations, additions, or improvements to the Premises costing \$25,000 or less in any calendar year; and (ii) build classrooms on the third floor of the Building. In no event shall Tenant be required to remove or restore any of the Tenant Improvements or any low-voltage cabling.

(b) Tenant shall be permitted to install, or use in substitution, combination or cipher locks on Premises doors. Tenant shall also be permitted to install electronic security systems, including but not limited to pass card door lock systems and camera surveillance systems, subject to compliance with all applicable ordinances, regulations and codes. Landlord shall be provided with means of access to the Premises, subject to the provisions of this Lease; provided that, notwithstanding any other provision to the contrary, Landlord shall have access only when accompanied by Tenant's authorized representatives and during Tenant's normal business hours after giving Tenant reasonable prior notice except in the event of an emergency. All such equipment and devices shall remain the personal property of Tenant and may be removed by Tenant at termination, and Tenant shall repair any damage caused by such installation, maintenance and removal.

8.8 Signs. Tenant may place interior and exterior signage at the Premises and Building; provided that such signage (a) is, with respect to exterior signage, approved by Landlord in Landlord's sole and absolute discretion if such signage is to be located within 100 feet of (i) any public right-of-way, or (ii) any vantage point on Landlord's Property (excluding that portion of the real property that will constitute the Premises after the effectuation of the BLA), (b) is permitted and approved by applicable governmental authorities, and (c) does not cause any damage to the Building or the Premises which is not promptly repaired by Tenant at its sole cost to the reasonable satisfaction of Landlord.

8.9 Surrender of Premises. If Tenant elects to not exercise the Purchase Option and elects not to exercise the Lease Renewal Option(s), at the expiration or termination of this Lease, Tenant shall return the Premises to Landlord in the same condition in which they were received, reasonable wear and tear

excepted. Tenant shall remove all personal property, trade fixtures, appliances and equipment and shall restore the Premises to the condition they were in prior to the installation of such items, reasonable wear and tear excepted. Tenant shall not remove any of the fixtures, interior doors, or other improvements made as part of Tenant's Work or any Landlord approved alterations pursuant to Section 8.7; and all of such improvements shall become the property of Landlord upon the surrender of the Premises.

9. LIENS AND ENCUMBRANCES. Tenant shall not permit construction liens or other liens to be placed upon the Premises or Tenant's leasehold interest in connection with any work done, materials furnished or obligations incurred by or for the benefit of Tenant. Landlord reserves the right, where applicable, to post and record notices of non-responsibility. Tenant, within 30 days of notice from Landlord, must fully discharge any lien by settlement, by bonding or by insuring over the lien in the manner prescribed by the applicable lien law (it being understood that Tenant will have the right to contest such lien) and, if Tenant fails to do so, Tenant will be deemed in default and, in addition to any other remedies available to Landlord as a result of such default by Tenant, Landlord, at its option, may bond, insure over or otherwise discharge the lien. In such event, Tenant shall indemnify and hold Landlord harmless from and against any and all costs, liabilities or expenses (including attorneys' fees) arising therefrom.

10. ASSIGNMENT AND SUBLETTING.

10.1 School Use. Tenant is prohibited from subletting any portion of the Premises that, as of the Commencement Date, is occupied or is anticipated to be occupied by Tenant for School uses (for purposes of this Section 10, "School Space"). Any subletting of the School Space in violation of this Section 10.1 will be deemed a default by Tenant and will be voidable by Landlord.

10.2 Consent Required. Tenant shall not assign, sublease, transfer or encumber this Lease or any interest herein, nor allow any third party ("Transferee") to use the whole or any part of the Premises (collectively or individually, a "Transfer") without the prior written consent of Landlord; provided that nothing in this Section 10.2 grants Tenant the right to sublet the School Space in violation of Section 10.1. For purposes hereof, a consolidation or merger of Tenant, or the transfer of more than 50% of the ownership interest in Tenant, will be deemed a Transfer. Changes in the board of directors, officers, or employees of Tenant shall not be considered a Transfer. No such Transfer will release Tenant from its obligations hereunder and Tenant will remain primarily liable for the performance of Tenant's obligations under this Lease. Landlord's consent to one Transfer will not be deemed to be a consent to any subsequent Transfer. Any Transfer in violation of this Section 10.2, at Landlord's option, will be deemed a default by Tenant and will be voidable by Landlord.

10.3 Documentation. Landlord reserves the right to refuse to consent to a Transfer if in Landlord's business judgment the quality of business experience or the financial worth of the proposed new tenant is less than that of Tenant. Tenant shall provide Landlord with: (a) the proposed effective date of the Transfer (which may not be less than 20 days nor more than 180 days after Tenant's notice); (b) all of the terms of the proposed Transfer and the consideration therefore; (c) the name and address of the proposed Transferee; (d) a fully executed copy of the proposed Transfer documentation; (e) current financial statements for the proposed Transferee certified by an officer, partner or owner thereof; (f) any information reasonably requested by Landlord to enable Landlord to determine the financial responsibility, character and reputation of the proposed Transferee and the nature of such Transferee's business and the proposed use of the Premises; and (g) such other information as Landlord may reasonably request. Within 10 business days after receipt of the required information and documentation, Landlord shall either consent to the Transfer by execution of a consent agreement in a form reasonably designated by Landlord or refuse to consent to the Transfer in writing. Tenant agrees to reimburse Landlord for Landlord's reasonable attorneys' fees incurred in conjunction with the processing and documentation of any such requested Transfer of this Lease or Tenant's interest in the Premises.

10.4 Terms of Transfers. The terms of any Transfer must include rent at a rate equal to or higher than the Monthly Base Rent and must retain the absolute net nature of this Lease as to Landlord. Tenant shall pay to Landlord (in addition to Monthly Base Rent and all other amounts payable by Tenant under this Lease) 50% of all rent and other consideration paid to Tenant, directly or indirectly, by any Transferee from or in connection with any permitted subletting of non-School Space. All such additional amounts must be paid to Landlord within three (3) business days after receipt by Tenant. Failure by Tenant to pay Landlord such additional amounts will be a default under this Lease (as to Tenant and the proposed Transferee). Landlord may accept payments directly from a Transferee, but no such acceptance of payment will be a deemed a waiver of Landlord's rights under this Section 10, or the acceptance of the proposed Transferee, or a release of Tenant from the further performance of the covenants obligating Tenant under this Lease.

11. INDEMNIFICATION.

11.1 Landlord will not be liable for injury to any person, or for the loss of or damage to any property (including property of Tenant) occurring in or about the Premises from any cause whatsoever, except for Landlord's violation of a statutory duty, negligent acts or willful misconduct. Tenant hereby indemnifies and holds Landlord harmless from and against and agrees to defend Landlord against any and all claims, charges, liabilities, obligations, penalties, damages, costs and expenses (including attorneys' fees) arising, claimed, charged or incurred against or by Landlord from any matter or thing arising from Tenant's use of the Premises, the conduct of its business or from any activity, work or other things done, permitted or suffered by Tenant in or about the Premises, (other than Landlord's willful actions or negligence) and Tenant shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or any officer, agent, employee, guest or invitee of Tenant, and from all costs (including attorneys' fees) and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding is brought against Landlord by reason of such claim, Tenant, upon notice from Landlord, shall defend Landlord at Tenant's expense by competent counsel reasonably satisfactory to Landlord. The indemnification provided for in this Section with respect to any acts or omissions during the Term of this Lease will survive any termination or expiration of this Lease. Landlord will not be liable for interference with light or air or view or for any latent defect in the Premises. Tenant shall promptly notify Landlord of casualties or accidents occurring in or about the Premises. In the event of concurrent negligence of Tenant, its agents, employees, sublessees, invitees, licensees or contractors (exclusive of Tenant itself, hereinafter collectively, "Tenant Related Parties") on the one hand, and that of Landlord, its managers, members, partners, directors, officers, agents, employees or contractors (collectively, "Landlord Related Parties") on the other hand, which concurrent negligence results in the injury or damage to persons or property and relates to the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of the Premises, Tenant's obligation to indemnify Landlord as set forth in this Section will be limited to the extent of the negligence of Tenant and the Tenant Related Parties, including Tenant's proportional share of costs (including attorneys' fees) and expenses incurred in connection with any claim, action or proceeding brought with respect to such injury or damage. Tenant and Landlord further agree that this indemnification provision has been specifically negotiated and agreed to by the parties hereto. Any indemnification of Landlord provided for in this Lease will include the Landlord Related Parties.

11.2 Landlord shall hold harmless, defend with competent counsel reasonably satisfactory to Tenant, and indemnify Tenant from all liability, penalties, losses, damages, costs, expenses (including attorneys' fees), causes of action, claims and/or judgments arising by reason of any death, bodily injury, personal injury or property damage resulting from actions of Landlord (other than Tenant's willful actions or negligence) occurring in or about or resulting from an occurrence in or about the Premises during the term of the Lease or while Tenant is in possession of the Premises. The provisions of this Section will

survive termination of the Lease with respect to events occurring prior to such termination. Any indemnification of Tenant provided for in this Lease will include the Tenant Related Parties.

12. INSURANCE.

12.1 Insurance Held by Tenant. During the Term of this Lease, Tenant, at its expense, shall maintain adequate liability insurance with a reputable insurance company or companies with a combined single limit of not less than \$2,000,000.00 and a deductible of not more than \$10,000.00 for personal injuries, death or property damage, to indemnify both Landlord and Tenant against any such claims, demands, losses, damages, liabilities and expenses. Landlord must be named as an additional insured and be furnished with a certificate of such insurance, which must bear an endorsement that the same will not be canceled except upon not less than 30-days' prior written notice to Landlord. Tenant shall maintain during the Term, also at its own expense, all-risk insurance covering its furniture, fixtures and equipment in an amount equal to the replacement cost thereof and insurance covering all plate glass and other glass on the Premises. Tenant shall provide Landlord with copies of the policies of insurance or certificates thereof.

12.2 Insurance Held by Landlord. During the Term of the Lease, Landlord, at Tenant's expense, shall maintain adequate (i) liability insurance with a reputable insurance company or companies with a combined single limit of not less than \$2,000,000.00 and a deductible of not more than \$10,000.00 for personal injuries, death or property damage, to indemnify both Landlord and Tenant against any such claims, demands, losses, damages, liabilities and expenses; (ii) property insurance on the Building at replacement cost value as reasonably estimated by Landlord; and (iii) such other insurance coverage as Landlord, in its reasonable judgment, may elect to maintain from time to time. Tenant must be furnished with a certificate of such insurance, which must bear an endorsement that the same will not be canceled except upon not less than 30-days' prior written notice to Tenant.

12.3 Waiver of Subrogation. Landlord and Tenant hereby mutually release each other from liability and waive all right of recovery against each other, their agents or employees, for any loss in or about the Premises, from perils insured against under their respective fire and all-risk insurance contracts, including any extended coverage endorsements thereof, whether due to negligence or any other cause; provided that this Section will be inapplicable if it would have the effect, but only to the extent it would have the effect, of invalidating any insurance coverage of Landlord or Tenant.

13. EMINENT DOMAIN.

13.1 Taking. Either party may terminate this Lease if any material part of the Premises (25% or more,) or any amount that unreasonably impairs the functionality or operation of Tenant's business, is taken by the power of eminent domain exercised by any governmental or quasi-governmental authority. The terminating party shall provide notice of termination to the other party within 45 days after it first receives notice of the taking. The termination will be effective as of the date Tenant is required to vacate the Premises, and all Monthly Base Rent and other rents and charges due hereunder must be paid to that date. If this Lease is not terminated, Monthly Base Rent will be appropriately adjusted to account for any material reduction in the square footage of the Building or Premises. The term "eminent domain" includes the taking or damaging of property by, through or under any governmental or quasi-governmental authority, and any purchase or acquisition in lieu thereof, whether or not the damaging or taking is by government or any other person.

13.2 Damages. Landlord reserves all rights to the entire damage award or payment for any taking by eminent domain, and Tenant may not make any claim whatsoever against Landlord for damages. Tenant hereby grants and assigns to Landlord any right Tenant may now have or hereafter acquire to such damages to which Landlord is entitled under this Section 13.2, and agrees to execute and deliver such

further instruments of assignment thereof as Landlord may from time to time request. However, Tenant will have the right to claim from the condemning authority all compensation that may be recoverable by Tenant for damages on account of any loss incurred by Tenant in removing Tenant's trade fixtures and equipment or for damage to Tenant's business.

14. DAMAGE OR DESTRUCTION.

14.1 Damage; Right to Terminate. If all or any material portion of the Premises is damaged by fire or any other casualty ("Casualty"), Landlord, with reasonable promptness, shall provide Tenant with an estimate of repair costs ("Repair Estimate"). If the Repair Estimate indicates that the repair costs will equal or exceed 25% of the replacement value of the Premises, Landlord will have the right to terminate this Lease upon notice to Tenant within 30 days after receipt of the Repair Estimate. In addition, Landlord, by notice to Tenant within 120 days after the date of the Casualty, regardless of the cost of repairs, will have the right to terminate this Lease if: (a) the Premises have been materially damaged and there are less than 2 years of the Term remaining on the date of the damage; (b) any Mortgagee requires that the insurance proceeds be applied to the payment of the Mortgage debt; or (c) the Casualty constitutes an uninsured loss to the Premises or insurance proceeds are otherwise unavailable.

14.2 Repair of Premises. If this Lease is not terminated, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, restore the Premises to substantially the same condition that existed prior to the Casualty, except for modifications required by law or any other modifications deemed desirable by Landlord. In no event will Landlord be required to spend more for the restoration of the Premises than the insurance proceeds received by Landlord. Landlord will not be liable for any inconvenience to Tenant, or injury to Tenant's business resulting in any way from the Casualty or the repair thereof. Provided that Tenant is not in default, during any period of time that all or a material portion of the Premises is rendered untenantable as a result of a Casualty, Monthly Base Rent and all other charges will proportionately abate for the portion of the Premises that is untenantable and not used by Tenant, but Tenant will have no basis to terminate this Lease.

(a) Notwithstanding the foregoing, (i) if Landlord's time estimate for the restoration work is more than three (3) months, then in such event either Landlord or Tenant may, at its option, upon written notice to the other party, elect to terminate this Lease as of the date of its termination notice; or (ii) if Landlord's repair work is not substantially completed by Landlord within ninety (90) days after the end of Landlord's initial restoration time estimate, then Tenant may, at its option, upon written notice to Landlord, elect to terminate this Lease as of the date of its termination notice.

14.3 Tenant Improvements. Landlord will not carry insurance of any kind on any improvements paid for by Tenant or on Tenant's furniture or furnishings or on any fixtures, equipment, improvements or appurtenances of Tenant under this Lease, and Landlord will not be obligated to repair any damage thereto or replace the same.

14.4 Express Agreement. The provisions of this Section will be considered an express agreement governing any case of damage or destruction of the Premises by fire or other casualty.

15. ACCESS BY LANDLORD. Landlord or Landlord's employees, agents, and contractors will have the right to enter the Premises with reasonable notice, but not less than 48 hours after written notice to Tenant, to examine the same or to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. If Tenant is not personally present to permit entry and an entry is necessary due to an emergency, Landlord may forcibly enter the Premises, without rendering Landlord liable therefor. Nothing contained herein may be construed to impose upon Landlord any duty of repair of the Premises except as otherwise specifically provided for herein.

15.1 Except in the event of an emergency (for which Landlord may enter upon the Premises without notice by any means necessary), the above Premises entry rights by Landlord are subject to reasonable security regulations of Tenant, Tenant's right to have an escort present during such access, and to the requirement that Landlord shall at all times act in a manner to cause the least possible physical interference with Tenant's business, and with acknowledgement of the confidential nature of Tenant's business operations.

15.2 Safety and Security. Landlord is aware that the primary use of the Premises is a K-12 public charter school. Landlord and Landlord Related Parties will at all times, upon exercising the right to enter the Premises, follow the safety and security protocols set forth by local, state and federal statute and Tenant's policy for all persons who enter the Premises. All such statutes and policies will be provided to Landlord by Tenant prior to Rent Commencement Date, and from time to time as the statutes or policies are revised.

16. TENANT'S DEFAULT.

16.1 Default. After 10-days' prior written notice to Tenant, Landlord may, at its option, pay any amounts that Tenant is obligated to pay to third parties pursuant to this Lease, in which event Tenant shall reimburse Landlord such amount upon demand. All amounts in addition to Monthly Base Rent that Tenant is required to pay under this Lease will be considered "additional rent." The occurrence of any one or more of the following events will constitute a default and breach of this Lease by Tenant.

(a) Failure to Pay Rent. The failure by Tenant to make any payment of Monthly Base Rent, additional rent or any other payment required to be made by Tenant hereunder, as and when due, if such failure continues for a period of five business days after written notice thereof by Landlord to Tenant.

(b) Failure to Perform. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in Section 16.1(a), where such failure continues for a period of 30 days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than 30 days is reasonably required for its cure, then Tenant will not be deemed to be in default if Tenant commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

(c) Bankruptcy. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged bankrupt, or a petition of reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within ninety days of filing); or the appointment of a trustee or a receiver to the possession of substantially all of Tenant's assets located at or operated from the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within sixty days after appointment of such trustee or receiver, or the filing of the petition for the appointment of the same, whichever occurs first.

(d) Vacating the Premises. The vacating or abandonment of the Premises by Tenant for more than thirty consecutive days. Lack of a physical presence by Tenant or Tenant Related Parties during scheduled school breaks will not be construed as vacating the Premises.

16.2 Remedies in Default. In the event of any such default or breach by Tenant, that is not cured by Tenant after any applicable cure period, Landlord may pursue any of the following remedies at any time

thereafter, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy that Landlord may have by reason of such default or breach.

(a) Terminate the Lease. Landlord may terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease will terminate and Tenant must immediately surrender possession of the Premises to Landlord. In such event, Landlord will be entitled to recover from Tenant (i) all past due rents and other sums owing hereunder to the date of award by the court having jurisdiction thereof; (ii) the expenses of reletting the Premises, including necessary renovation and alteration of the Premises and reasonable attorneys' fees; (iii) the amount, at the time of award by the court having jurisdiction thereof, by which the unpaid rent and other sums called for herein for the balance of the Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and (iv) that portion of any leasing commission paid by Landlord and applicable to the unexpired Term of this Lease. Unpaid installments of rent or other sums will bear interest from the date due at the rate provided in Section 6.5.

(b) Continue the Lease. Landlord may maintain Tenant's right to possession, in which case this Lease will continue in effect whether or not Tenant has abandoned the Premises. In such event, Landlord will be entitled to enforce all Landlord's rights and remedies under this Lease, including the right to recover any Monthly Base Rent and additional rent that may become due hereunder, but Landlord will also be required to mitigate its damages by diligently seeking to re-let the Premises, and then re-letting the Premises.

(c) Other Remedies. Landlord may pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state of Washington.

16.3 Legal Expenses. If either party is required to bring or maintain any action (including assertion of any counterclaim or cross-claim, or claim in a proceeding in bankruptcy, receivership or any other proceeding instituted by a party hereto or by others), or otherwise refers this Lease to an attorney for the enforcement of any of its covenants, terms or conditions, the substantially prevailing party in such action, in addition to all other payments required herein, will receive from the other all the costs incurred by the prevailing party (including reasonable attorneys' fees) at trial and/or on any appeal.

16.4 Remedies Cumulative; Waiver. Landlord's remedies hereunder are cumulative and Landlord's exercise of any right or remedy due to a default or breach by Tenant will not be deemed a waiver of, or to alter, affect or prejudice any right or remedy that Landlord may have under this Lease or by law. Neither the acceptance of rent nor any other acts or omissions of Landlord at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Lease: (a) will be a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof; (b) will deprive Landlord of its right to cancel or forfeit this Lease, upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist; or (c) be construed so as to stop Landlord at any time from promptly exercising any other option, right or remedy that it may have under any term or provision of this Lease, at law or in equity.

16.5 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF TENANT WILL BE LIMITED TO TENANT. LANDLORD SHALL LOOK SOLELY TO TENANT FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST TENANT OR ANY TENANT RELATED PARTY. NO TENANT RELATED PARTY WILL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY, AND IN NO EVENT WILL ANY TENANT RELATED PARTY BE PERSONALLY LIABLE TO TENANT FOR

ANY LOST PROFIT, DAMAGE TO OR LOSS OF BUSINESS OR ANY FORM OF SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE.

17. DEFAULT BY LANDLORD.

17.1 Default; Cure. Landlord will not be in default unless Landlord fails to perform any obligations required of Landlord under the terms of this Lease, within 30 days after written notice by Tenant to Landlord that describes the default; provided, however, that if the nature of Landlord's obligation is such that more than 30 days are required for performance, Landlord will not be in default if Landlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

17.2 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) WILL BE LIMITED TO THE INTEREST OF LANDLORD IN THE PREMISES. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PREMISES FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD OR ANY LANDLORD RELATED PARTY. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY WILL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY, AND IN NO EVENT WILL LANDLORD OR ANY LANDLORD RELATED PARTY BE LIABLE TO TENANT FOR ANY LOST PROFIT, DAMAGE TO OR LOSS OF BUSINESS OR ANY FORM OF SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE.

18. SURRENDER OR ABANDONMENT OF PREMISES.

18.1 Surrender of Possession. If Tenant elects to not exercise the Purchase Option or Lease Renewal Option(s), Tenant shall promptly yield and deliver to Landlord possession of the Premises at the expiration or prior termination of this Lease. Landlord may place and maintain a "For Rent" sign in conspicuous places on the Premises for 60 days prior to the expiration or prior termination of this Lease.

18.2 Holding Over. Any holding over by Tenant after the expiration of the Term hereof, with Landlord's consent, will be construed to be a tenancy from month-to-month on all of the terms and conditions set forth herein, to the extent not inconsistent with a month-to-month tenancy; provided, however, the Monthly Base Rent will be 150% of the Monthly Base Rent in effect immediately prior to such month-to-month tenancy. Either party may terminate the Lease during the month-to-month tenancy by giving the other party not less than 30-days' advance written notice of termination. The Lease may be terminated only on the last day of any calendar month.

18.3 Voluntary Surrender. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation hereof, will not work a merger, but, at the option of Landlord, will terminate all or any existing subleases or subtenancies, or operate as an assignment to it of any or all such subleases or subtenancies.

19. SUBORDINATION TO AGREEMENTS; ESTOPPEL CERTIFICATE.

19.1 Subordination. Tenant accepts this Lease subject and subordinate to covenants, conditions, restrictions, easements, ground leases, mortgages or deeds of trust or liens now or subsequently arising upon the Premises, the Building or the Property, and to renewals, modifications, refinancings and extensions thereof (collectively, "Mortgage"). The party having the benefit of a Mortgage is referred to herein as a "Mortgagee." This clause is self-operative, but upon request from a Mortgagee, Tenant shall execute a subordination agreement in favor of the Mortgagee. As an alternative, a Mortgagee will have the right at any time to subordinate its Mortgage to this Lease. Upon request, Tenant, without charge, shall attorn to any successor to Landlord's interest in this Lease. No subordination to any future Mortgage will

permit material interference with Tenant's rights hereunder, and any ground lessor or Mortgagee must recognize Tenant and its permitted successors and assigns as the tenant of the Premises and may not disturb Tenant's right to quiet possession of the Premises during the Term so long as no default has occurred and is continuing under this Lease. Upon Tenant's written request, Landlord shall use good faith, reasonable efforts to obtain a non-disturbance, subordination and attornment agreement from Landlord's then current Mortgagee on such Mortgagee's then current standard form of agreement, subject to the reasonable review of Tenant. "Reasonable efforts" of Landlord will not require Landlord to incur any cost, expense or liability to obtain such agreement, it being agreed that Tenant will be responsible for any fee or review costs charged by the Mortgagee. Upon request of Landlord, Tenant shall execute the Mortgagee's form of non-disturbance, subordination and attornment agreement, subject to the reasonable review of Tenant, and return the same to Landlord for execution by the Mortgagee. Landlord's failure to obtain a non-disturbance, subordination and attornment agreement for Tenant will have no effect on the rights, obligations and liabilities of Landlord and Tenant or be considered to be a default by Landlord hereunder, or provide Tenant any basis to terminate this Lease.

19.2 Estoppel. Within 10 days after receipt of a written request from Landlord, Tenant shall execute and deliver a commercially reasonable estoppel certificate to any parties identified by Landlord (including a Mortgagee or prospective purchaser). Without limitation, such estoppel certificate may include a certification as to the status of this Lease, the existence of any defaults and the amount of Monthly Base Rent that is due and payable. If Tenant fails to timely execute an estoppel certificate, Tenant hereby appoints Landlord as its true and lawful attorney-in-fact for purposes of executing any instruments reasonably required to evidence and effect such estoppel as provided above, and Landlord will be entitled to execute such instruments upon Tenant's failure to do so.

20. QUIET ENJOYMENT. Tenant, upon fully complying with and promptly performing all of the terms, covenants and conditions of this Lease on its part to be performed, and upon the prompt and timely payment of all sums due hereunder, will have and quietly enjoy the Premises for the Term set forth herein as against any adverse claim of Landlord or any party claiming under Landlord. Subject to the terms and conditions of this Lease, Tenant shall have access to the Premises 24 hours per day, 7 days per week, 365 days per year.

21. MISCELLANEOUS.

21.1 Brokers' Commissions. Landlord has engaged Erik Nelson of Kiemle Hagood ("Landlord's Broker") as a broker in connection with this Lease. Tenant has not utilized the services of a broker in connection with this Lease. Landlord will be solely responsible for any commission or other sum due or owing to Landlord's Broker pursuant to a separate agreement between Landlord and Landlord's Broker. Landlord and Tenant each represent and warrant to the other that, except in respect to Landlord's Broker, they have not incurred any liabilities or claims for brokerage commissions or finder's fees in connection with the execution of this Lease and that they have not dealt with or have any knowledge of any real estate broker, agent or salesperson other than Landlord's Broker in connection with this Lease. The parties agree to indemnify, defend and hold each other harmless from all such liabilities or claims (including, without limitation, attorneys' fees) that may be made by any third party as the result of the acts of Landlord or Tenant or their respective representatives.

21.2 Choice of Law. This Lease will be governed by the laws of the state of Washington.

21.3 Counterparts. This Lease may be executed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

21.4 Financial Reporting. Within 120 days of the end of each fiscal year of Tenant, Tenant shall provide Landlord with true and accurate financial statements for such fiscal year.

21.5 Notices. Any notice required in accordance with any of the provisions herein will be delivered or mailed by registered or certified mail to the address of the receiving party as set forth in Section 1.1, or at such other place as a party may in writing from time to time direct to the other.

21.6 Partial Invalidity. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstances is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby and each term, covenant or condition of this Lease will be valid and be enforced to the fullest extent permitted by law.

21.7 Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understandings pertaining to any such matters will be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease will not be effective or binding on any party until fully executed by both parties hereto.

21.8 Recording. A memorandum of this Lease in a mutually agreeable form and stating the parties involved, the property description, the term of this Lease, and the purchase and renewal options shall be recorded in the office of the Spokane County Auditor, Recording Department. Tenant will be responsible for any expense associated with the recording.

21.9 Successors and Assigns. All the terms, conditions, covenants and agreements of this Lease will extend to and be binding upon Landlord, Tenant and their respective heirs, administrators, executors, and permitted successors and assigns, and upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise, and will be construed as covenants running with the land.

21.10 Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

21.11 Waiver. The waiver by Landlord or Tenant of any term, covenant or condition herein contained will not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Monthly Base Rent, additional rent, or any other sums hereunder by Landlord will not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such sum.

22. LEASEHOLD MORTGAGEE.

22.1 Tenant is hereby given the right by Landlord to hypothecate, pledge, encumber or mortgage its interest in the Lease, the leasehold estate in the Premises created hereby, or any part or parts thereof or interest therein, its interest in the removable leasehold improvements owned by Tenant (the "Improvements") under a leasehold mortgage in favor of any entity generally recognized in the real estate industry as an institutional lender engaged in the business of real estate financing ("Leasehold Mortgage") and to assign such interest in this Lease, the leasehold estate in the Premises created hereby, or any part or parts thereof or interest therein, as collateral security for such Leasehold Mortgage. The holder of any Leasehold Mortgage upon the leasehold estate created by this Lease, and/or in Tenant's interest and estate in any Improvements, shall be referred to herein as the "Leasehold Mortgagee" and shall be entitled to the

rights and benefits as provided in this Lease. In no event shall any such Leasehold Mortgagee become personally liable to perform the obligations of Tenant under this Lease unless and until Leasehold Mortgagee becomes the owner of the leasehold estate pursuant to foreclosure, assignment in lieu of foreclosure, or otherwise, and thereafter said Leasehold Mortgagee shall remain liable for such obligations.

22.2 If Landlord shall have received from a Leasehold Mortgagee, prior to any default by Tenant hereunder, written notice specifying the name and address of such Leasehold Mortgagee and requesting that Landlord give to such Leasehold Mortgagee a copy of each notice of default by Tenant at the same time as and whenever any such notice of default shall thereafter be given by Landlord to Tenant, then Landlord shall comply with such request by giving such notice, addressed to such Leasehold Mortgagee at the address last furnished to Landlord. Landlord shall accept performance by any Leasehold Mortgagee of any covenant, condition or agreement on Tenant's part to be performed hereunder with the same force and effect as though performed by Tenant, if, at the time of such performance, Landlord shall be furnished with evidence reasonably satisfactory to Landlord of the interest in the Lease claimed by the Leasehold Mortgagee tendering such performance.

22.3 In case of Landlord's decision to terminate this Lease by reason of the happening of a default by Tenant, Landlord shall give prior written notice thereof to any Leasehold Mortgagee who shall have notified Landlord of its name and address, which notice shall be addressed to such Leasehold Mortgagee at the address last furnished to Landlord. If such Leasehold Mortgagee shall timely pay, or assume the payment of, all Monthly Base Rent and any and all other sums due and payable by Tenant hereunder, as of the date of such termination, together with an amount of money equal to the amount which, but for such termination, would have become due and payable under this Lease, Landlord shall, upon the written request of such Leasehold Mortgagee made any time within thirty (30) days from the date of notice given to the Leasehold Mortgagee of such termination, execute and deliver a new lease of the Premises to such Leasehold Mortgagee or the Leasehold Mortgagee's nominee for the remainder of the Lease Term, upon the same terms, covenants, conditions, limitations and agreements herein contained, including without limitation the covenants for Monthly Base Rent but excluding the Purchase Option (such Purchase Option being specific to Tenant), but subject to the rights, if any, of parties then in possession of all or any part of the Premises; provided, however, that such Leasehold Mortgagee shall have paid to Landlord all Monthly Base Rent and other charges due under this Lease up to and including the date of the commencement of the term of such new lease, together with all expenses, including reasonable attorneys' fees, incident to the execution and delivery of such new lease.

22.4 Landlord agrees, for the benefit of any Leasehold Mortgagee who shall become entitled to notice as provided in this Section 22, that Landlord will not give or serve any notice of termination of this Lease upon Tenant, if within ten (10) days after the receipt by such Leasehold Mortgagee of written notice of the particular default by Tenant, such Leasehold Mortgagee shall have served upon Landlord notice of the intention of such Leasehold Mortgagee either to acquire Tenant's interest in the Premises by foreclosure of its Leasehold Mortgage and to effect thereby the removal of Tenant from the Premises in the case of a default by Tenant not susceptible of being cured by such Leasehold Mortgagee, or to secure the appointment of a receiver or otherwise obtain possession of the Premises and cure such default in the case of an Event of Default which requires entry upon the Premises by such Leasehold Mortgagee in order to cure the same; provided, however, that such Leasehold Mortgagee shall pay all Monthly Base Rent then due and shall diligently pursue and prosecute the intention as expressed in such notice to Landlord, and such notice of intention incorporates an assumption by such Leasehold Mortgagee of all of the obligations of Tenant under this Lease susceptible of being performed by such Leasehold Mortgagee during such forbearance, including, but not limited to, the obligation to pay all Monthly Base Rent and all other charges then due or to become due during such forbearance, a covenant by such Leasehold Mortgagee that the net proceeds collected by any receiver or mortgagee in possession shall inure to the benefit of and be paid to Landlord unless such Leasehold Mortgagee cures all such defaults, whereupon all such net proceeds shall be paid to

such Leasehold Mortgagee, and an indemnification by such Leasehold Mortgagee in favor of Landlord which shall hold Landlord harmless from and against any liability, loss and expense occasioned by or arising out of such forbearance notwithstanding any notice to Landlord of discontinuance of proceedings or relinquishment of possession by such Leasehold Mortgagee.

22.5 No Leasehold Mortgagee or purchaser at foreclosure shall be entitled to become the owner of Tenant's interest in this Lease and Tenant's interest in the Improvements unless such Leasehold Mortgagee or purchaser shall first have delivered to Landlord an assumption agreement, executed in recordable form, wherein and whereby such Leasehold Mortgagee or purchaser (i) assumes the performance of all the terms, covenants and conditions of this Lease during the period it is the owner of Tenant's interest in this Lease, and expressly confirms that the same are in full force and effect, and (ii) agrees to operate the Premises for the Permitted Use.

22.6 If any Leasehold Mortgagee shall acquire title to Tenant's interest in this Lease by foreclosure, assignment in lieu of foreclosure or otherwise, or under a new lease pursuant to Section 22, such Leasehold Mortgagee may assign such lease in accordance with the provisions of this Section 22 and such Leasehold Mortgagee shall thereupon be released from any further liability for the performance or observance of the covenants and conditions under this Lease contained on the Tenant's part to be performed and observed after the date of such assignment, provided, further, that the assignee from such Leasehold Mortgagee shall have expressly assumed in writing for the benefit of Landlord all of the obligations of Tenant under this Lease.

22.7 Tenant agrees to cause Leasehold Mortgagee to agree to (i) provide simultaneous notice to Landlord of any default by Tenant under the Leasehold Mortgage, and (ii) to recognize any cure by Landlord in connection with such default, as if such cure was performed by Tenant. Subject to the terms of this Section 22, a default by Tenant under the Leasehold Mortgage, continuing beyond any applicable notice and cure period, shall constitute a default hereunder.

[Signature page follows.]

STATE OF _____)
) ss.
County of _____)

On January ____, 2020, before me personally appeared Thomas E. Clemson, to me known to be a Manager of EAST MAGNESIUM PROPERTIES, LLC, a Washington limited liability company, and acknowledged to me that they executed the within instrument in their authorized capacity and that by their signature on the within instrument, the entity upon behalf of which they acted executed the within instrument.

WITNESS my hand and official seal.

Notary Public in and for the state of _____
residing at _____

(Print Name)

My commission expires: _____

STATE OF WASHINGTON _____)
) ss.
County of Spokane _____)

On January ____, 2020, before me personally appeared Travis Franklin, to me known to be the Head of School of SPOKANE INTERNATIONAL ACADEMY, a Washington non-profit corporation, and acknowledged to me that they executed the within instrument in their authorized capacity and that by their signature on the within instrument, the entity upon behalf of which they acted executed the within instrument.

WITNESS my hand and official seal.

Notary Public in and for the state of _____
residing at _____

(Print Name)

My commission expires: _____

EXHIBIT A

Legal Description of Real Property

Upon completion of the boundary line adjustment, this legal description shall be updated. Currently, the Real Property consists of a portion of:

The Southwest quarter of the Northeast quarter of Section 20, Township 26 North, Range 43 East of the Willamette Meridian;

Except the East 390 feet of the West 420 feet of the South 518.6 feet thereof;

Also Except those portions lying within the boundaries of Dakota Street, Nevada Street and Magnesium Road right of ways;

Situate in the City of Spokane, County of Spokane, State of Washington.

EXHIBIT B

Site Plan

See attached.

EXHIBIT B

EXHIBIT C

Schedule of Monthly Base Rent*

Time Period	Monthly Base Rent
Lease Year 1 (July 1, 2020 – June 30, 2021)	\$28,333.00
Lease Year 2 (July 1, 2021 – June 30, 2022)	\$36,666.00
Lease Year 3 (July 1, 2022 – June 30, 2023)	\$53,666.00
Lease Year 4 (July 1, 2023 – June 30, 2024)	\$55,275.98
Lease Year 5 (July 1, 2024 – June 30, 2025)	\$56,934.26
Lease Year 6 (July 1, 2025 – June 30, 2026)	\$58,642.29
Lease Year 7 (July 1, 2026 – June 30, 2027)	\$60,401.56
Lease Year 8 (July 1, 2027 – June 30, 2028)	\$62,213.60
Lease Year 9 (July 1, 2028 – June 30, 2029)	\$64,080.01
Lease Year 10 (July 1, 2029 – June 30, 2030)	\$66,002.41
Lease Year 11 (July 1, 2030 – June 30, 2031)	\$68,750.00
Lease Year 12 (July 1, 2031 – June 30, 2032)	\$72,187.50
Lease Year 13 (July 1, 2032 – June 30, 2033)	\$75,796.88
Lease Year 14 (July 1, 2033 – June 30, 2034)	\$79,586.72
Lease Year 15 (July 1, 2034 – June 30, 2035)	\$83,566.05

**The foregoing schedule assumes that Tenant does not elect to take a Supplemental Site Work Allowance pursuant to Section 3.1 of the Lease.*

EXHIBIT C

Cover Sheet

Review Site and Interior Design Plans

Section: VII. Facility
Item: B. Review Site and Interior Design Plans
Purpose: FYI
Submitted by:
Related Material: 1876-C3.0 SITE PLAN-C3.0-SITE PLAN- NORTH.pdf
SIA_1-13-20.pdf

NE 1/4, SEC.20, T.26N., R.43E., W.M.

SITE NOTES

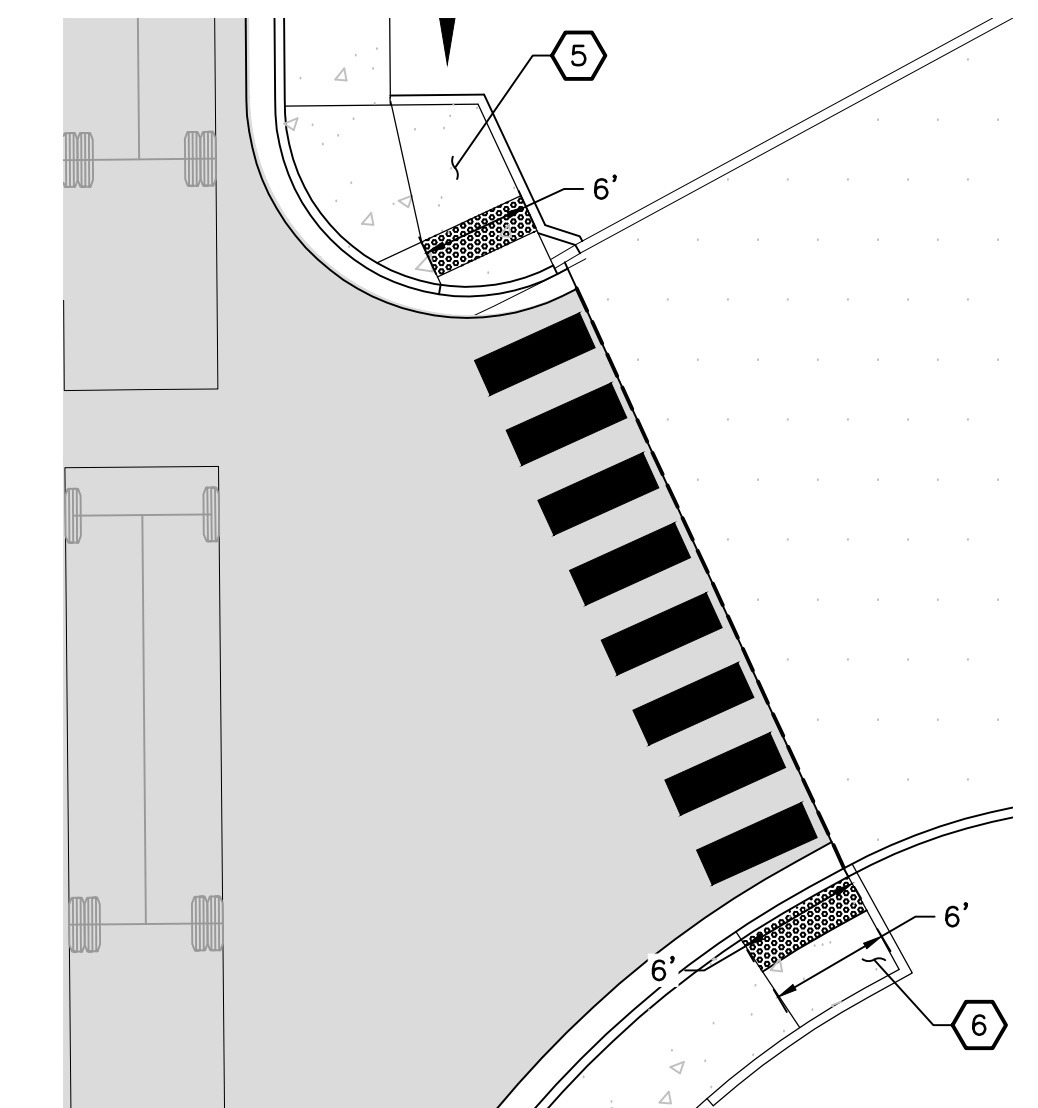
1. REFER TO ARCHITECTURAL SITE PLAN FOR ADDITIONAL INFORMATION.
2. SEE GRADING AND DRAINAGE PLANS FOR GRADING AND DRAINAGE INFORMATION.
3. SEE LANDSCAPE PLANS FOR LANDSCAPING AREAS AND INFORMATION.
4. BUILDING CORNERS TO BE LOCATED BY PROFESSIONAL LICENSED SURVEYOR.
5. GUEST PARKING ALLOWED IN ALL UNRESERVED, UNCOVERED SPACES.
6. SURFACE FEATURES IN THIS AREA HAVE BEEN REMOVED. CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF ANY REMAINING DEBRIS, FOUNDATIONS, ETC.
7. TOP OF LIGHT POLE TO BE 2' ABOVE TOP OF PROPOSED CURB.
8. ALL BROKEN, HEAVED, OR SUNKEN SIDEWALK AND CURBS ADJACENT TO THE PROJECT SHALL BE REPAIRED OR REPLACED BY CITY OF SPOKANE, SIDEWALK POLICY.

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
 CALL TWO BUSINESS DAYS BEFORE YOU DIG

CONSTRUCTION NOTES

- 1 PROVIDE AND INSTALL PAVEMENT SECTION PER DETAIL 1, SHEET C3.1.
- 2 PROVIDE AND INSTALL CONCRETE CURB PER CITY OF SPOKANE STANDARD PLAN F-106.
- 3 PROVIDE AND INSTALL CONCRETE CURB AND GUTTER PER CITY OF SPOKANE STANDARD PLAN F-106.
- 4 PROVIDE AND INSTALL CONCRETE SIDEWALK PER CITY OF SPOKANE STANDARD PLAN F-102.
- 5 PROVIDE AND INSTALL CURB RAMP PER CITY OF SPOKANE STANDARD PLAN F-105C.
- 6 PROVIDE AND INSTALL PARALLEL CURB RAMP PER WSDOT STANDARD PLAN F-40.12.03.
- 7 PROVIDE AND INSTALL CONCRETE DRIVEWAY ADJACENT SIDEWALK TYPE 2 PER CITY OF SPOKANE STANDARD PLAN F-103B. WIDTH PER PLAN.
- 8 PAINT 90° PARKING STALLS AS SHOWN. STRIPING SHALL BE 4" SWSL DOUBLE PAINTED PER WSDOT SPECIFICATION, 8-22 PAVEMENT MARKING.
- 9 DOUBLE PAINTED PER WSDOT SPECIFICATION, 8-22 PAVEMENT MARKING. STRIPING SHALL BE SINGLE WHITE SOLID LINE 6 FEET WIDE BY 2 FEET DEEP @ 4 FEET O.C. SEE DETAIL 5, SHEET C3.1.
- 10 STORM DRAINAGE DETENTION POND. SEE STORM DRAINAGE AND POND PLANS, SHEETS C5.0 AND C5.1.
- 11 SAWCUT AND REMOVE EXISTING ASPHALT PER INLAND NORTHWEST PAVEMENT CUT POLICY.
- 12 SAWCUT AND DOWN EXISTING CURB PER CITY OF SPOKANE STANDARDS.
- 13 PROVIDE AND INSTALL TRAFFIC SIGN TYPE (A) PER DETAIL 4, SHEET C3.1.
- 14 PROVIDE AND INSTALL TRAFFIC SIGN TYPE (B) PER DETAIL 5, SHEET C3.1.
- 15 PROVIDE AND INSTALL 4" WHITE FOG LINE PER WSDOT SPECIFICATIONS. SEE SHEET C3.3 FOR LIMITS.

EX. BUILDING

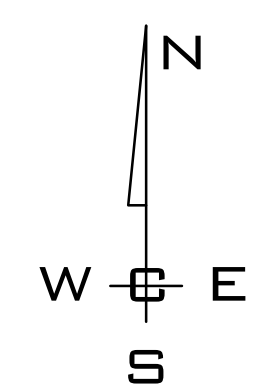


CURB RAMP DETAILS

SCALE: 1"=10'

FOR FULL LEGEND SEE SHEET C0.0

- PARKING AREA PAVEMENT
- PCC CONCRETE
- LANDSCAPE AREA/OPEN SPACE



GRAPHIC SCALE
 (IN FEET)
 1 inch = 30 ft.

PLANS NOT APPROVED BY AGENCY



AY 31

SITE PLAN - NORTH

SCALE: 1"=30'

NO.	DATE	BY	REVISIONS

SCALE:
 HORIZONTAL:
 1" = 30'
 VERTICAL:
 N/A

PROJ #: 17-1876
DATE: 01/03/20
DRAWN: STT
REVIEWED: TRW

WCE
 WHIPPLE CONSULTING ENGINEERS
 21 S. PINES ROAD
 SPOKANE VALLEY, WA 99206
 PH: 509-893-2617 FAX: 509-929-0227

GUARDIAN INSURANCE PROPERTY
SITE PLAN-NORTH
777 E MAGNESIUM RD.
SPOKANE, WA 99208

SHEET C3.0
 JOB NUMBER
17-1876

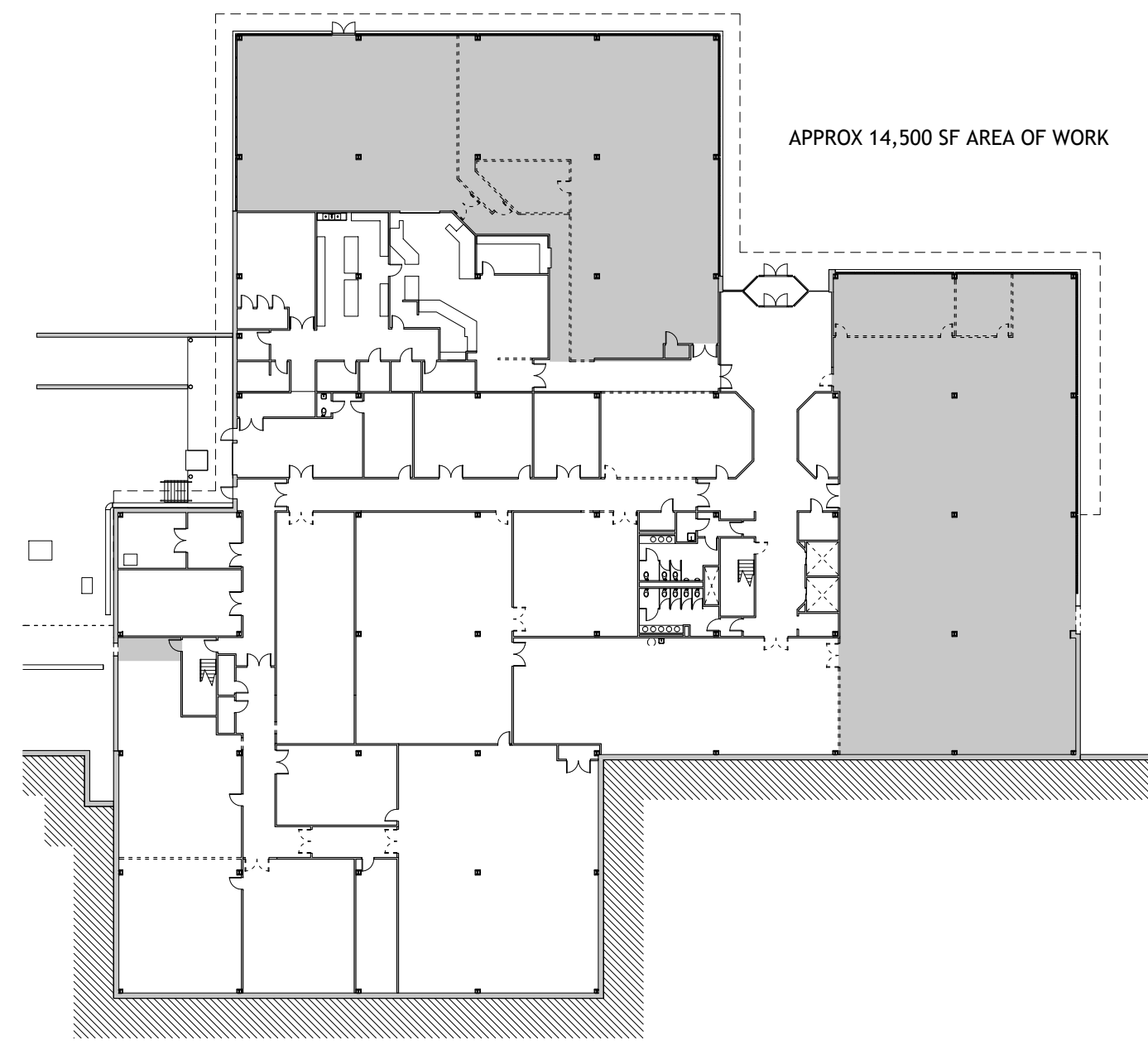
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 P:\WCE\WORK\2017\WCE PROJECTS\2017-1876-C3.0 SITE PLAN\DWG\17-1876-C3.0 SITE PLAN.DWG 1/3/2020 2:22:19 PM DWG TO PDF.PC3
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NAVD - 88
 FOUND 3/4" IRON PIPE WITH PIN IN MONUMENT CASE ON CENTERLINE OF NEVADA-35' SOUTH MAGNESIUM. ELEVATION: 2024.740

PROJECT DIAGRAM

EXISTING & DEMO

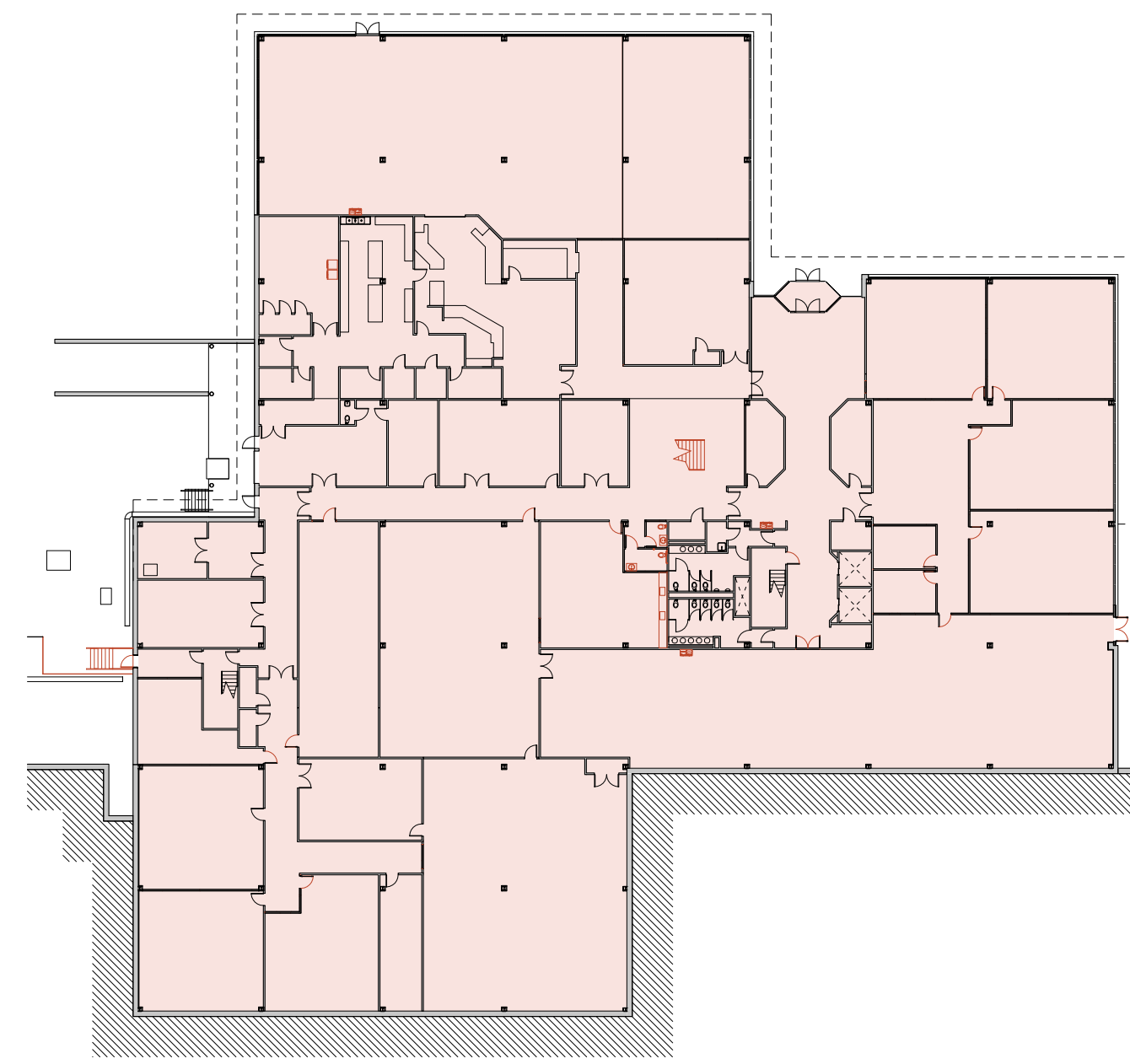
AREA OF WORK



1 FIRST FLOOR
1" = 40'-0"

PROPOSED

PROPOSED "E" OCCUPANCY



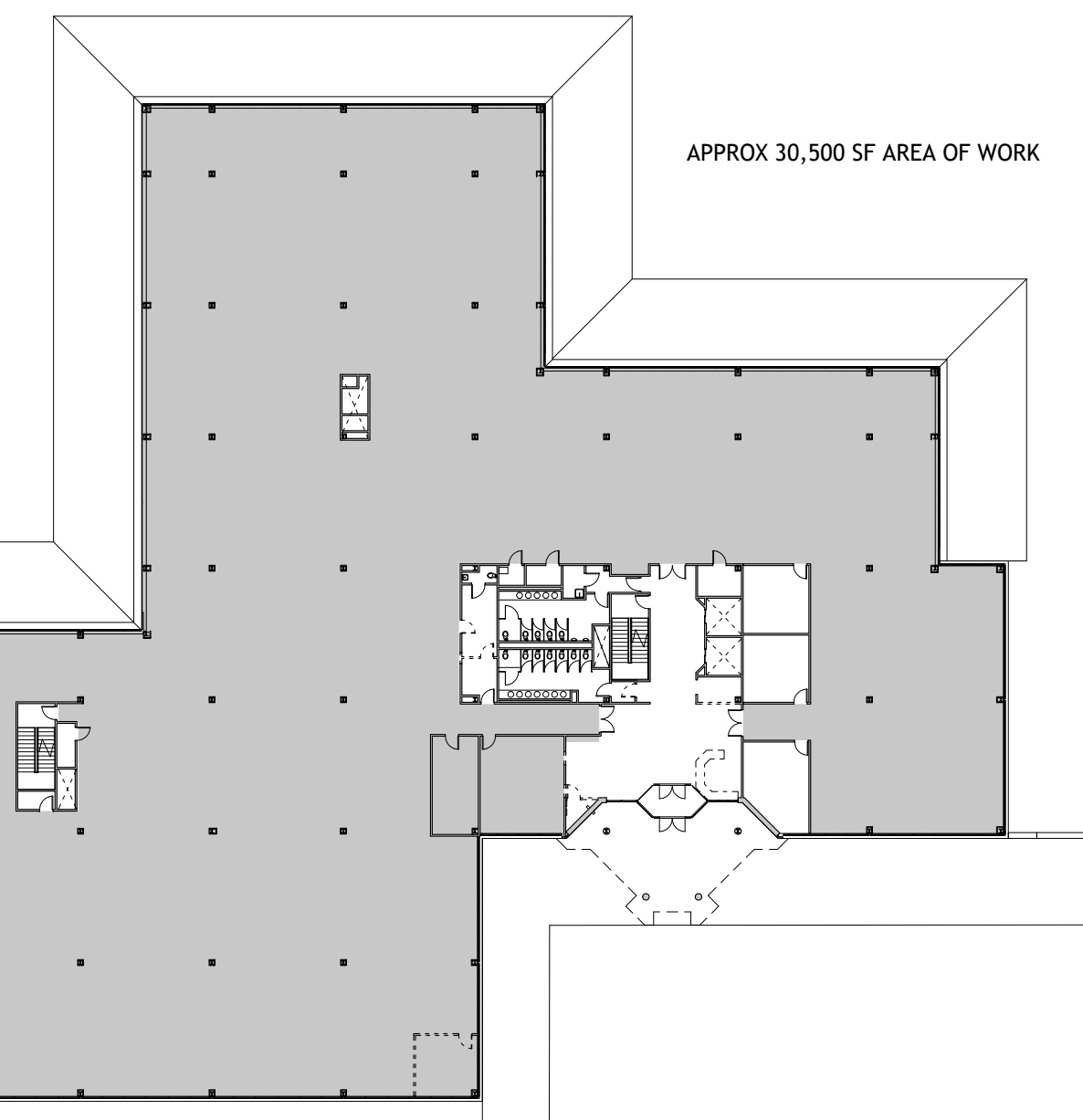
4 FIRST FLOOR
1" = 40'-0"

NARRATIVE

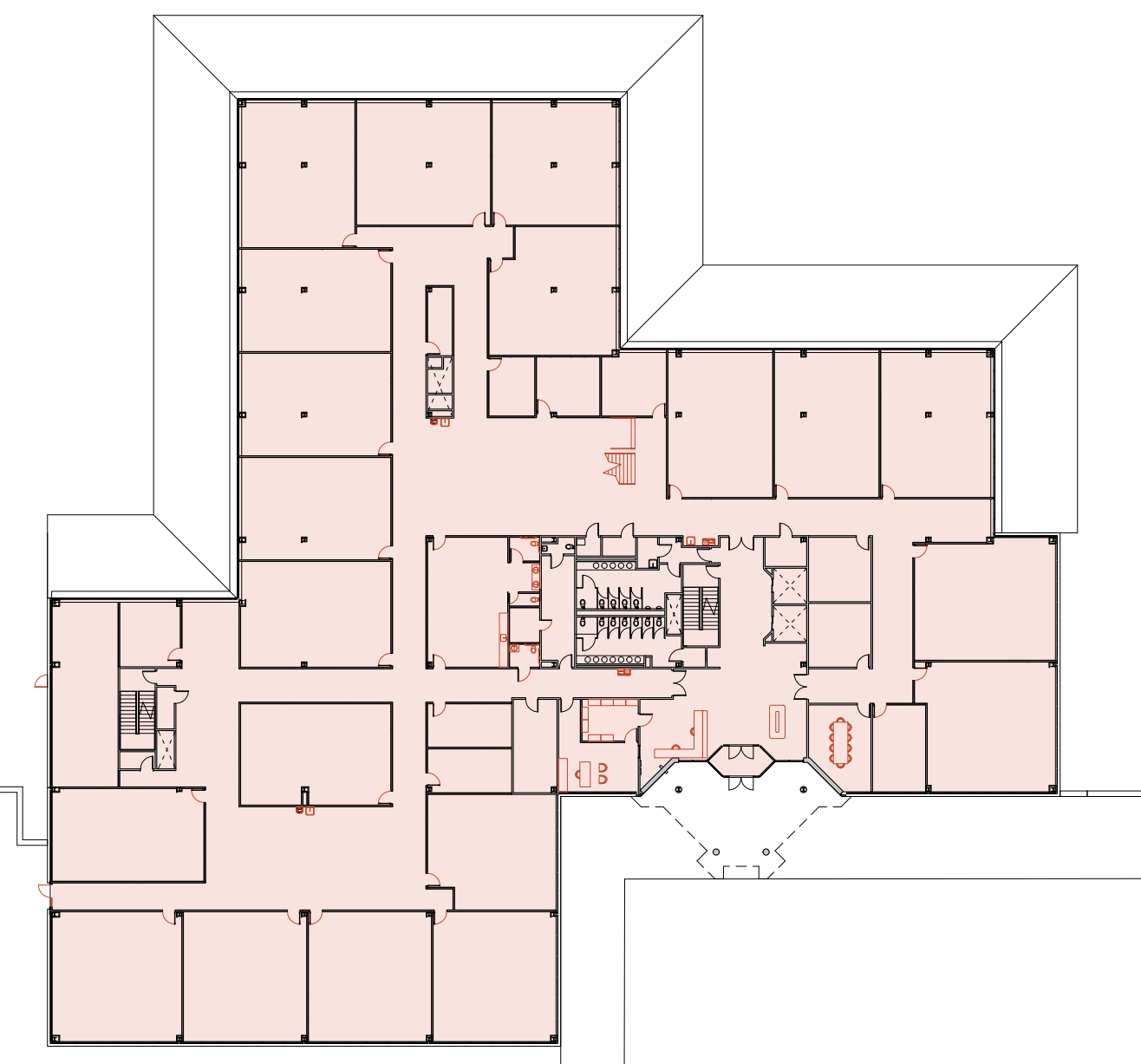
AREA OF CHANGE TO "E" OCCUPANCY - APPROX 41,770 SF GROSS

THE SCHOOL WILL OCCUPY THE FIRST FLOOR, CHANGING FROM "B - OFFICE" OCCUPANCY TO "E - SCHOOL". MUCH OF THE SPACE ON THE FIRST FLOOR WILL REMAIN UNTOUCHED OR INVOLVE ONLY MINOR DEMOLITION AND/OR NEW CONSTRUCTION, INCLUDING THE EXISTING CAFETERIA, KITCHEN & SERVERY, TOILET ROOM, STAIR, AND ELEVATOR CORE, AND MANY OF THE EXISTING ROOMS.

THE SCHOOL WILL USE THE EXISTING KITCHEN AND CAFETERIA ON THIS FLOOR FOR STUDENT MEALS, AND WILL USE THE OTHER SPACES AS CORE CLASSES, ELECTIVE CLASSES, FLEXIBLE EDUCATIONAL SPACE, OFFICES, AND ACCESSORY STORAGE.



2 SECOND FLOOR
1" = 40'-0"



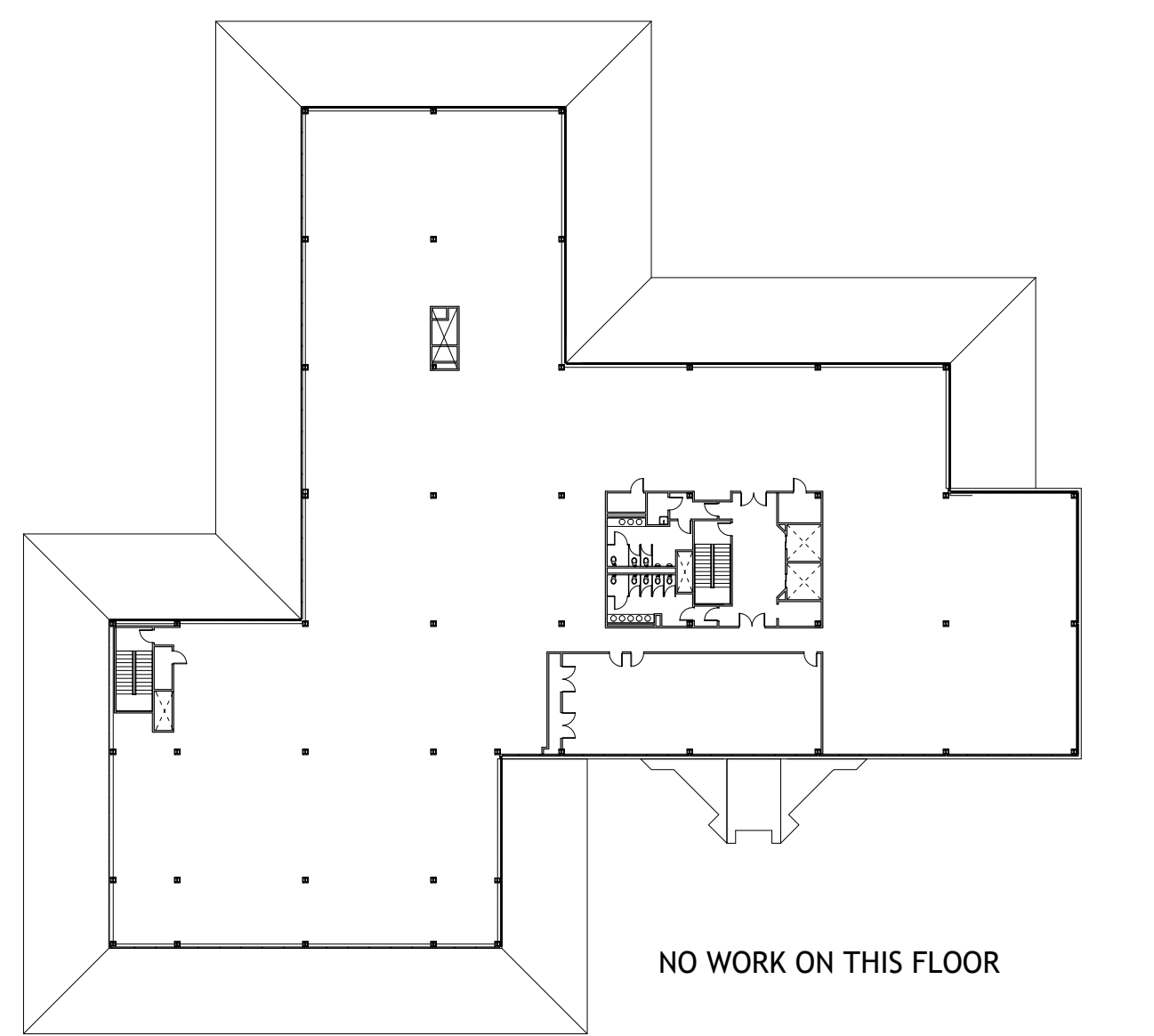
5 SECOND FLOOR
1" = 40'-0"

SECOND FLOOR TO CHANGE TO "E" OCCUPANCY - APPROX 34,740 SF GROSS

MOST OF THE SCHOOL'S MAIN OPERATIONS WILL BE ON THIS FLOOR, INCLUDING ITS CORE CLASSROOMS, OFFICES AND WORK SPACE FOR THE SCHOOL STAFF.

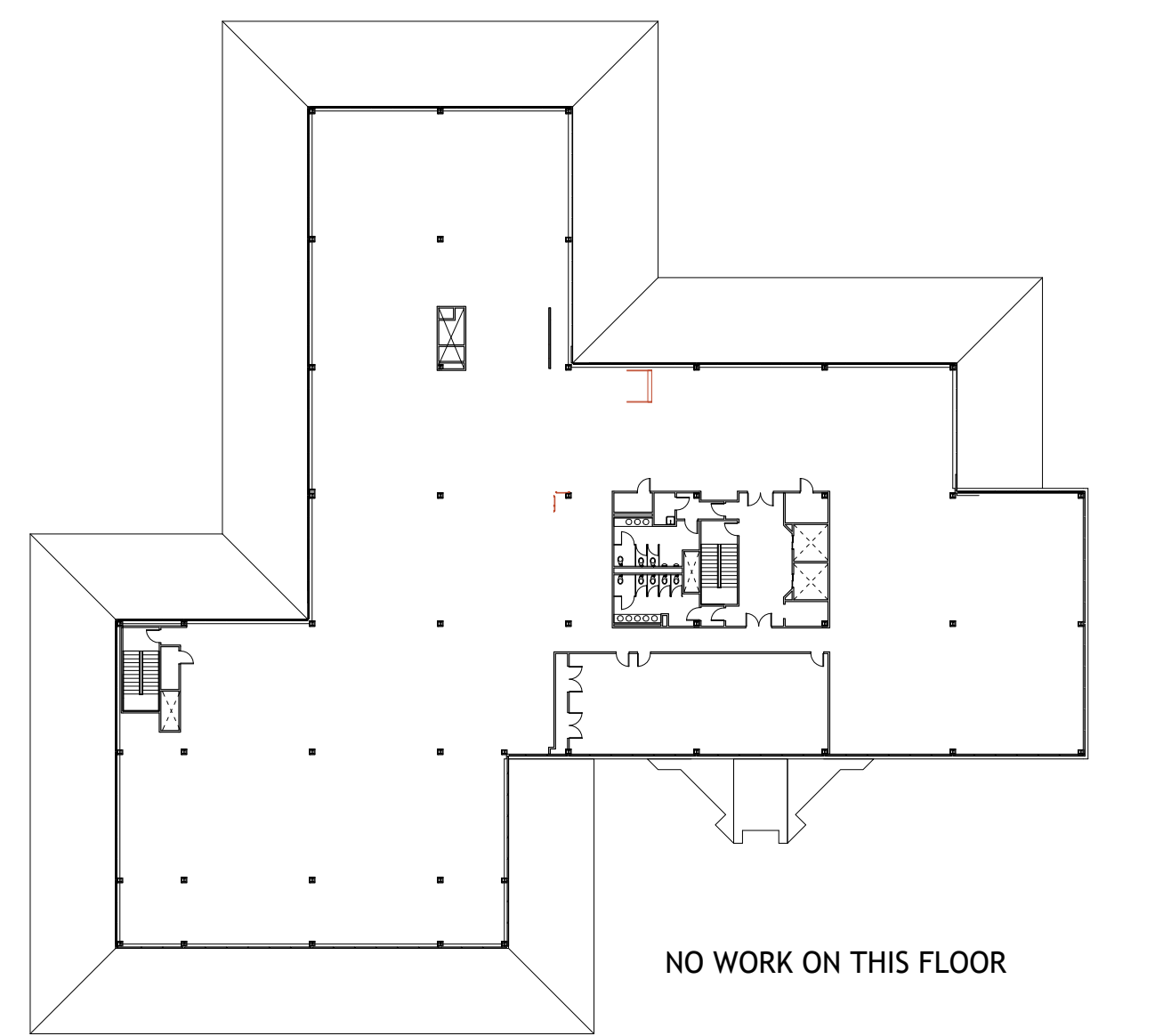
THE SCHOOL WILL OCCUPY THE ENTIRE SECOND FLOOR, CHANGING FROM "B - OFFICE" OCCUPANCY TO "E - SCHOOL". CURRENTLY, THE FLOOR IS LARGELY OPEN, EXCEPT FOR THE EXISTING STAIRS, ELEVATORS, TOILET ROOMS, AND UTILITY SHAFTS.

THE PROPOSAL TURNS THE OPEN OFFICE AREA INTO ABOUT TWO DOZEN CLASSROOMS, SMALLER FLEXIBLE EDUCATIONAL SPACES, SMALL AND MEDIUM SIZED OFFICES, A TEACHER WORK SPACE WITH A NEW KITCHENETTE, 3 ADDITIONAL SINGLE OCCUPANCY TOILET ROOMS, AND WIDE CORRIDORS CONNECTING ALL OF THE NEW SPACES.



3 THIRD FLOOR
1" = 40'-0"

NO WORK ON THIS FLOOR



6 THIRD FLOOR
1" = 40'-0"

NO WORK ON THIS FLOOR

THIRD FLOOR TO RETAIN EXISTING "B" OCCUPANCY - APPROX 24,860 SF GROSS

THERE IS NO CONSTRUCTION WORK AND NO CHANGE OF OCCUPANCY PROPOSED.

INDEX OF SHEETS		
VERSION	SHEET NAME	SHEET NUMBER
X	PROJECT & SITE INFO	A001
X	PRELIM SITE PLAN	A002
X	CODE ANALYSIS & ASSEMBLIES	A003
X	LIFE SAFETY DIAGRAMS	A004
X	LIFE SAFETY DIAGRAMS	A005
X	EXISTING & DEMO FIRST FLOOR PLANS	A101
X	EXISTING & DEMO FIRST FLOOR PLANS	A102
X	EXISTING & DEMO SECOND FLOOR PLANS	A103
X	EXISTING & DEMO SECOND FLOOR PLANS	A104
X	EXISTING THIRD FLOOR PLANS	A105
X	EXISTING THIRD FLOOR PLANS	A106
X	PROPOSED FIRST FLOOR PLANS	A107
X	PROPOSED FIRST FLOOR PLANS	A108
X	PROPOSED SECOND FLOOR PLANS	A109
X	PROPOSED SECOND FLOOR PLANS	A110

EXISTING SITE INFORMATION

PROPERTY OWNER
EAST MAGNESIUM PROP LLC

PROPERTY ADDRESS:
777 E MAGNESIUM ROAD
SPOKANE, WA 99208

ZONING:
O-35 (OFFICE 35 FOOT HEIGHT LIMIT)

PARCEL NUMBER:
(PARCEL 1) 36201.0008 & (PARCEL 2) 36201.0011

PARCEL AREA:
CURRENTLY 2 PARCELS W/ BL THRU BLDG:
(1) 18.79 ACRES + (2) 13.32 ACRES = 32.11 ACRES

LEGAL DESCRIPTION:
(PARCEL 1) 20-26-43 N1/2 OF SW1/4 OF NE1/4 EXC E30FT
(PARCEL 2) 20-26-43 S1/2 OF SW1/4 OF NE1/4 EXC E30FT & EXC E390FT OF THE W420FT OF THE S518.6FT THEREOF & EXC MAGNESIUM RD

EXISTING BUILDING INFORMATION

BUILDING DESCRIPTION
3 STORIES W/ ENTRIES ON FIRST FLOOR AND SECOND FLOOR
ORIGINAL BUILDING CIRCA 1988

STRUCTURE - FIRE PROTECTED STEEL PRIMARY STRUCTURAL FRAME

FLOORS & ROOFS - SLAB ON GRADE FIRST FLOOR
CONC SLAB ON STEEL DECK UPPER FLOORS
CONC TILE OVER STEEL DECK SLOPED ROOFS
EPDM & RIGID INSULATION OVER STEEL DECK FLAT ROOFS

WALLS - SITE CAST & REINFORCED 8"-16" FOUNDATION & RETAINING WALLS,
NON-COMBUSTIBLE CONC & MASONRY EXTERIOR WALLS
NON-COMBUSTIBLE STEEL FRAMED INTERIOR PARTITIONS

GROSS INTERIOR FLOOR AREA	
FIRST FLOOR	APPROX 41,770 SF
SECOND FLOOR	APPROX 34,700 SF
THIRD FLOOR	APPROX 24,900 SF
TOTAL	APPROX 101,370 SF

NUMBER OF STORIES & HEIGHT
3 STORIES @ APPROX. 44' ABOVE LOWER GRADE

CONSTRUCTION TYPE
II-A
SPRINKLERS
FULLY SPRINKLERED

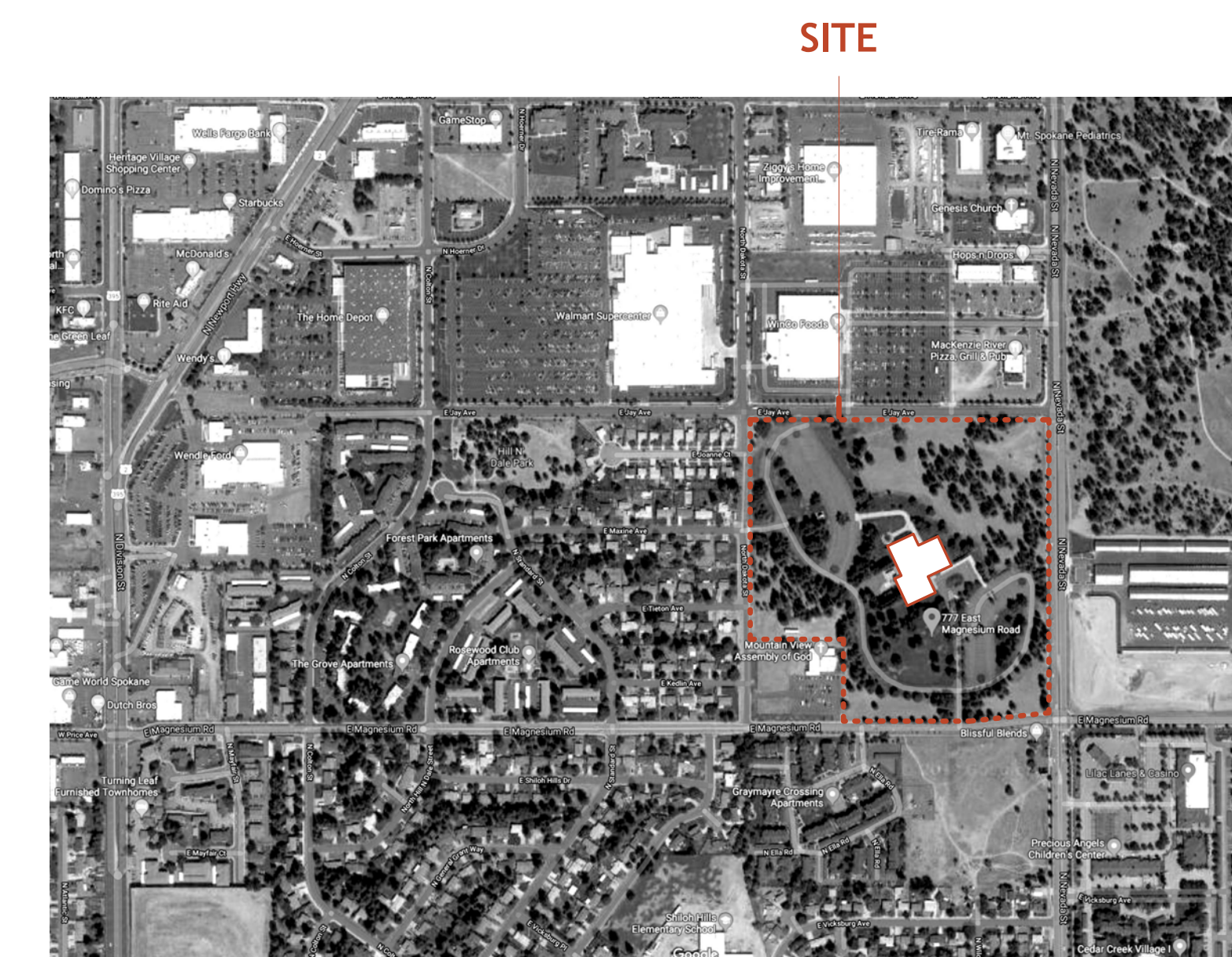
PROJECT INFORMATION

SCOPE OF WORK:
NO ADDITIONAL SQUARE FOOTAGE, INTERIOR REMODEL WORK ONLY.

2020 OCCUPANCY: PARTIAL CHANGE OF USE - PORTION OF FIRST FLOOR & ENTIRE SECOND FLOOR FROM "B-OFFICE" TO "E" K-8 SCHOOL. THIRD FLOOR TO REMAIN AS IS. WORK TO INCLUDE RECONFIGURING INTERIOR NON-STRUCTURAL PARTITIONS, INTERIOR DOORS, & FINISHES PER PLAN.

NO EXTERIOR WORK, NO STRUCTURAL WORK.

AREA OF GROUND DISTURBANCE:
NONE



BUILDING INFORMATION

BUILDING DESCRIPTION
3 STORIES W/ ENTRIES ON FIRST FLOOR AND SECOND FLOOR
ORIGINAL BUILDING CIRCA 1988
STRUCTURE - FIRE PROTECTED STEEL PRIMARY STRUCTURAL FRAME
FLOORS & ROOFS - SLAB ON GRADE FIRST FLOOR
CONC SLAB ON STEEL DECK UPPER FLOORS
CONC TILE OVER STEEL DECK SLOPED ROOFS
EPDM & RIGID INSULATION OVER STEEL DECK FLAT ROOFS
WALLS - SITE CAST & REINFORCED 8"-16" FOUNDATION & RETAINING WALLS,
NON-COMBUSTIBLE CONC & MASONRY EXTERIOR WALLS
NON-COMBUSTIBLE STEEL FRAMED INTERIOR PARTITIONS

Table with 2 columns: FLOOR, APPROX. AREA. Rows: FIRST FLOOR (41,500 SF), SECOND FLOOR (35,000 SF), THIRD FLOOR (25,000 SF), TOTAL (101,500 SF)

NUMBER OF STORIES & HEIGHT
3 STORIES @ APPROX. 44' ABOVE LOWER GRADE

CONSTRUCTION TYPE
II-A

SPRINKLERS
FULLY SPRINKLERED

APPLICABLE CODES

- DES MOINES MUNICIPAL CODE (DMC)
2015 INTERNATIONAL BUILDING CODE W/ WASHINGTON STATE AMENDMENTS (IBC) or WAC/RWC
2015 INTERNATIONAL EXISTING BUILDING CODE (IEBC)
2015 INTERNATIONAL FIRE CODE (IFC)
2015 INTERNATIONAL MECHANICAL CODE (IMC)
2015 INTERNATIONAL PLUMBING CODE (IPC)
CURRENT NFPA CODES
2009 ICC/ANSI 117.1 ACCESSIBILITY STANDARDS
2015 WASHINGTON STATE ENERGY CODE (WSEC)

BUILDING CODE ANALYSIS

Table: PARTIAL CHANGE OF OCCUPANCY PER IBC CH. 3. Columns: FLOOR, EXISTING, PROPOSED, OCCUPANCY. Rows: FIRST FLOOR (OFFICE, K-8 SCHOOL), SECOND FLOOR (OFFICE, K-8 SCHOOL), THIRD FLOOR (OFFICE (TO REMAIN))

CHANGE OF OCCUPANCY REQUIREMENTS PER IBC CHAPTER 10

STRUCTURAL - 1007.1 - WHERE THE CHANGE OF OCC RESULTS IN HIGHER UNIFORM OR CONCENTRATED GRAVITY LOADS PER IBC TABLE 1607.1, THE BUILDING SHALL COMPLY WITH CURRENT CODE...
PLUMBING - 1010.1 - WHERE NEW OCC CREATES INCREASED OR DIFFERENT PLUMBING FIXTURE REQUIREMENTS, THE NEW OCC SHALL COMPLY WITH CURRENT CODE...
LIGHT & VENTILATION - 1011.1 - LIGHT AND VENTILATION SHALL COMPLY WITH CURRENT IBC FOR THE NEW OCCUPANCY...
LEVEL 3 ALTERATIONS - 1012.1.1.1 - WHERE THE CHANGE OF OCC IN A BUILDING WITHOUT FIRE SEPARATION BETWEEN OTHER OCCUPANCIES, THE ENTIRE BUILDING SHALL COMPLY WITH THE MOST RESTRICTIVE OCC SECTIONS OF IBC CHAPTER 9...
FIRE PROTECTION SYSTEMS - 1012.2 - WHERE THE CHANGE OF OCC IN A BUILDING WITHOUT FIRE SEPARATION BETWEEN OTHER OCCUPANCIES, THE ENTIRE BUILDING SHALL COMPLY WITH THE MOST RESTRICTIVE OCC SECTIONS OF IBC CHAPTER 9...
INTERIOR FINISH - 1012.3 - WALLS & CEILINGS IN THE NEW OCCUPANCY SHALL COMPLY WITH CURRENT IBC...
MEANS OF EGRESS - 1008 - MEANS OF EGRESS ILLUMINATION 1008 - SHALL BE AT LEAST ONE FOOTCANDLE ON THE WALKING SURFACES OF ALL OCCUPIED SPACES AT ALL TIMES WITH BACK UP EMERGENCY POWER...
BLDG HEIGHT & AREA - 1012.5 - WHEN THE CHANGE OF OCC IS A HIGHER HEIGHT & AREA HAZARD PER TABLE 1012.5, THE BUILDING SHALL COMPLY WITH HEIGHT AND AREA FOR THE APPROPRIATE OCCUPANCY AND CONSTRUCTION TYPE PER CURRENT IBC CHAPTER 5...
EXTERIOR WALLS - 1012.6 - WHEN THE CHANGE OF OCC IS A LESSER OR EQUAL EXPOSURE OF EXTERIOR WALL HAZARD PER TABLE 1012.6, THE EXISTING WALLS AND OPENINGS SHALL BE ACCEPTED...
VERTICAL SHAFTS - 1012.7.2 - UNENCLOSED EXISTING STAIRWAYS NEED NOT BE ENCLOSED IF THE BDLG IS SPRINKLRD AND EACH STORY IS SEPARATED FROM OTHER STORIES BY 1-HR RATED CONSTRUCTION...
ACCESSIBILITY - WHERE A PORTION OF THE BUILDING IS CHANGED TO A NEW OCC, ANY ALTERATION SHALL COMPLY WITH IBC 705,806, AND 906.

Table: LIVE LOADS PER IBC TABLE 1607.1. Columns: EXISTING, PROPOSED, SYSTEMS, UNIFORM / CONCENTRATED. Rows: ACCESS FLOOR SYSTEMS, OFFICE USE, COMPUTER USE, 22. OFFICES, ASSEMBLY AREAS (TO REMAIN), 27. CLASSROOMS

Table: RISK CATEGORY PER IBC TABLE 1604.5. Columns: OCCUPANCY, RISK CATEGORY. Rows: EXISTING OCCUPANCY - OFFICE (II), PROPOSED OCCUPANCY - E - K-8 SCHOOL W/ APPROX. 700 STUDENTS (III)

Table: PHASE 1 - REQ'D PLUMBING FIXTURES PER WAC 51-50-2900. Columns: OCC TYPE, AREA (SF), OCC LOAD, MALE W.C., FEMALE W.C., MALE LAV., FEMALE LAV., DRINKING FOUNTAINS. Rows: E, B, TOTALS

Table: PROPOSED TOILET ROOMS COMPLY. Columns: OCCUPANCY, 1ST + 2ND FLOORS, 3RD FLOOR, TOTAL. Rows: E, B, TOTAL

Table: ADDITIONAL "E" OCCUPANCY PLUMBING FIXTURE REQUIREMENTS - 1 BOTTLE FILLING STATION PER FLOOR

Table: PROPOSED TOILET ROOMS COMPLY. Columns: (M) WCs/LAVS, (F) WCs/LAV, ALL GENDER SINGLE OCC. Rows: E, B, TOTAL

Table: PROPOSED TOILET ROOMS COMPLY. Columns: OCCUPANCY, 1ST + 2ND FLOORS, 3RD FLOOR, TOTAL. Rows: E, B, TOTAL

IBC 1109.2
EXCEPTION 3: WHERE MULTIPLE SINGLE-USER TOILET ROOMS ARE CLUSTERED AT A SINGLE LOCATION, AT LEAST 50 PERCENT BUT NOT LESS THAN ONE ROOM FOR EACH USE AT EACH CLUSTER SHALL BE ACCESSIBLE.

INTERIOR WALL & CEILING FINISH REQMT'S PER IBC TABLE 803.11

Table: GROUP A, B, E IN SPRINKLERED BLDG. Columns: EXIT ENCLOSURES AND PASSAGEWAYS, CORRIDORS, ROOMS AND ENCLOSED SPACES. Rows: CLASS B MATERIALS, CLASS C MATERIALS

- EXCEPTIONS
1. UP TO 1,000 SF OF CLASS C MATERIALS ARE PERMITTED IN FIRE RATED LOBBIES WHERE APPLIED DIRECTLY TO NONCOMBUSTIBLE BASE OR OVER Furring STRIPS APPLIED TO NONCOMBUSTIBLE BASE AND FIREBLOCKED W/ NONCOMBUSTIBLE MAT'L'S EVERY 8 FEET IN EVERY DIRECTION
2. INTERIOR BASEBOARD THAT IS 6 INCHES OR LESS CAN BE COMBUSTIBLE CLASS C
3. BLOCKING IN WALLS FOR EQUIPMENT & FIXTURES CAN BE COMBUSTIBLE CLASS C

UNPROTECTED OPENINGS IN FIRE RATED EXTERIOR WALL PER IBC 705

PER TABLE 705.8, UNPROTECTED OPENINGS IN EXTERIOR WALLS IN SPRINKLERED BUILDINGS WITH A FIRE SEPARATION DISTANCE OF 20 FEET OR GREATER ARE UNLIMITED.
BUILDING HAS MORE THAN 30 FEET OF SEPARATION ON ALL SIDES, SEE SITE PLAN
PER 705.8.3, WHERE UNPROTECTED OPENINGS ARE PERMITTED, WINDOWS AND DOORS SHALL BE CONSTRUCTED OF ANY APPROVED MATERIALS.

FIRE WINDOW RATINGS PER IBC TABLE 716.6

FOR WINDOWS IN FIRE BARRIERS WITH A 1 HOUR RATING, THE WINDOW MUST HAVE A 1 HOUR FIRE-RESISTANCE-RATED GLAZING ASSEMBLY TESTED TO ASTM E119 OR UL 263 AND DISPLAY THE GLAZING MARKING "W-60 MIN"

Table: BUILDING HEIGHT PER IBC TABLE 504.3. Columns: ALLOWED, ACTUAL, # OF STORIES PER IBC TABLE 504.4. Rows: GROUPS E & B FULLY SPRINKLRD, TYPE II-A (85 FT, 44 FT +/-), GROUP B, FULLY SPRINKLRD, TYPE II-A (6 STORIES, 4 STORIES), GROUP E, FULLY SPRINKLRD, TYPE II-A (3 STORIES)

ALLOWABLE BUILDING HEIGHT & AREA ANALYSIS BASED ON NONSEPARATED OCCUPANCIES PER IBC 508. EXISTING BUILDING COMPLIES WITH MOST RESTRICTIVE OCCUPANCY - NO FIRE SEPARATION REQUIRED

NONSEPARATED OCCUPANCIES PER IBC TABLE 508.3
THE REQUIREMENTS OF THE IBC SHALL APPLY TO EACH PORTION OF THE BLDG BASED ON THE OCCUPANCY OF THAT SPACE, EXCEPT THAT THE OCCUPANCY WITH MOST RESTRICTIVE REQUIREMENTS IN CHAPTER 9 SHALL APPLY TO THE WHOLE BUILDING.

ALLOWABLE BUILDING HEIGHT AND AREA SHALL BE BASED ON THE MOST RESTRICTIVE OCCUPANCY

Table: FIRE RESISTANCE RATING REQUIREMENTS PER IBC TABLES 601 AND 602. Columns: TYPE II-A CONSTRUCTION, PRIMARY STRUCTURAL FRAME, EXTERIOR BEARING WALLS, INTERIOR BEARING WALLS, EXTERIOR NON-BEARING WALLS AND PARTITIONS, INTERIOR NON-BEARING WALLS AND PARTITIONS, FLOOR CONSTRUCTION & SECONDARY MEMBERS, ROOF CONSTRUCTION & SECONDARY MEMBERS. Rows: 1 HOUR, 1 HOUR, 1 HOUR, 1 HOUR, 0 HOUR, 1 HOUR, 1 HOUR

EXISTING VERTICAL OPENINGS PER IBC 803.2.1
"O" OCCUPANCIES - PER EXCEPTION 5, FIRE ENCLOSURE IS NOT REQUIRED FOR OPENINGS 3 STORIES OR LESS IF THE BUILDING IS SPRINKLERED
"E" OCCUPANCIES - PER EXCEPTION 6, FIRE ENCLOSURE IS NOT REQUIRED FOR OPENINGS 3 STORIES OR LESS IF THE BUILDING IS SPRINKLERED

Table: EGRESS PER IBC CHAPTER 10. Columns: MEANS OF EGRESS CAPACITY FACTOR, COMMON PATH OF TRAVEL, MINIMUM NUMBER OF EXITS OR ACCESS TO EXITS PER STORY, EXIT CONFIGURATION, MEANS OF EGRESS ILLUMINATION, ACCESSIBLE MEANS OF EGRESS, DOOR PANIC HARDWARE, UNDERSTAIR ENCLOSURE, EXIT SIGNS, TRAVEL DISTANCE, EXIT ACCESS STAIR ENCLOSURE FIRE RATING, CORRIDOR FIRE RATING, CORRIDOR WIDTH, DEAD END CORRIDORS. Rows: STAIRWAYS, OCC LOAD 0.2, OCC LOAD 0.15, 100 FT, 75 FT, 100 FT, 2 EXITS, 3 EXITS, 100 FT, 290 FT, 0 HRS, 72", 44", 36", 50 FEET

EXIT CONFIGURATION 1007.1.1 - WHERE TWO OR MORE EXITS ARE REQUIRED, THEY MUST BE SEPARATED BY A DISTANCE OF AT LEAST 1/3 THE LENGTH OF THE OVERALL DIAGONAL DIMENSION OF THE AREA SERVED. SEE CODE COMPLIANCE DIAGRAMS FOR ACTUAL CONFIGURATION.

MEANS OF EGRESS ILLUMINATION 1008 - SHALL BE AT LEAST ONE FOOTCANDLE ON THE WALKING SURFACES OF ALL OCCUPIED SPACES AT ALL TIMES WITH BACK UP EMERGENCY POWER

ACCESSIBLE MEANS OF EGRESS 1009.1 EXCEPTION 1 - ACCESSIBLE MEANS OF EGRESS ARE NOT REQUIRED IN EXISTING BUILDINGS

UNDERSTAIR ENCLOSURE 1011.7.3 - ENCLOSED USABLE SPACE UNDER A STAIRWAY SHALL HAVE A 1 HOUR FIRE RATED ENCLOSURE AND SHALL NOT BE ACCESSED DIRECTLY FROM THE STAIRWAY ENCLOSURE. THE STAIRWAY IS NOT REQUIRED TO BE ENCLOSED, THEREFOR THE EXISTING UNDER STAIR ACCESS MAY REMAIN.

EXIT SIGNS 1013 - EXITS SHALL BE MARKED WITH ILLUMINATED EXIT SIGNS CLEARLY INDICATING THE PATH OF TRAVEL

CORRIDOR FIRE RATING - TABLE 1020.1 - B & E SPRINKD BLDG 0 HRS

DEAD END CORRIDORS - 1020.4 - 50 FEET IN SPRINKD BLDG

EXIT PASSAGEWAYS - 1024 - SHALL HAVE 1-HOUR RATED FIRE BARRIERS PER 707 FOR ENCLOSING WALLS AND HORIZONTAL ASSEMBLIES PER 711 FOR FLOORS & CEILINGS. ALL OPENINGS SHALL BE PER 716, EXCEPT ALLOWED UNPROTECTED EXTERIOR OPENINGS. IBC 1023.3.1, MUST BE FIRE SEPARATED FROM THE INTERIOR EXIT STAIR. THE ONLY OPENING ALLOWED IS A FIRE DOOR PER 716.5.

ENERGY CODE ANALYSIS

EXISTING BUILDING REQUIREMENTS PER WSEC

ALTERATIONS C503.1 - THE ALTERED OR NEW PORTIONS OF AN EXISTING BUILDING MUST COMPLY WITH THE CURRENT ENERGY CODE, WITH THE FOLLOWING EXCEPTIONS:
EXISTING CEILING, WALL, OR FLOOR CAVITIES EXPOSED DURING CONSTRUCTION PROVIDED THAT THESE CAVITIES ARE ALREADY INSULATED TO THEIR FULL DEPTH
WHERE EXISTING CAVITIES ARE NOT EXPOSED
CHANGE OF OCCUPANCY C505.1 - SPACES UNDERGOING A CHANGE IN OCCUPANCY FROM AN F, S, OR U TO ANYTHING OTHER THAN AN F, S, OR U MUST BE BROUGHT INTO FULL COMPLIANCE OF THE ENERGY CODE
THE EXISTING BUILDING OCCUPANCY IS "B" - EXISTING BUILDING IS NOT REQUIRED TO COMPLY WITH ENERGY CODE

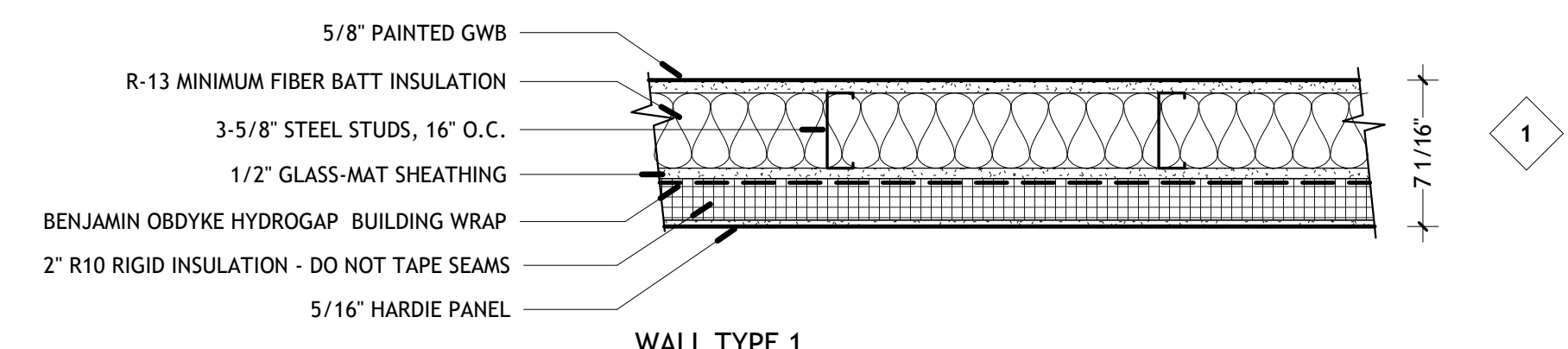
BUILDING ENVELOPE COMPLIANCE - FOR NEW PORTIONS ONLY
FOR NEW PORTIONS OF ENVELOPE - PRESCRIPTIVE PER C402.1 - R-VALUE METHOD

OPAQUE ENVELOPE & FENESTRATION REQMT'S PER TABLE C402.1.3 & C402.4

FENESTRATION SHALL COMPLY WITH COLUMN "B" OF TABLE C402.4 PER C402.4 EXCEPTIONS 1.3 & 1.4 (2,454 SF OF COMMERCIAL SPACE)
NOTE: PER C503.1 EXCEPTION 3 - EXISTING CEILING, WALL, & FLOOR CAVITIES EXPOSED DURING CONSTRUCTION SHALL BE INSULATED TO THEIR FULL DEPTH, BUT ARE NOT REQUIRED TO COMPLY WITH CURRENT ENERGY CODE

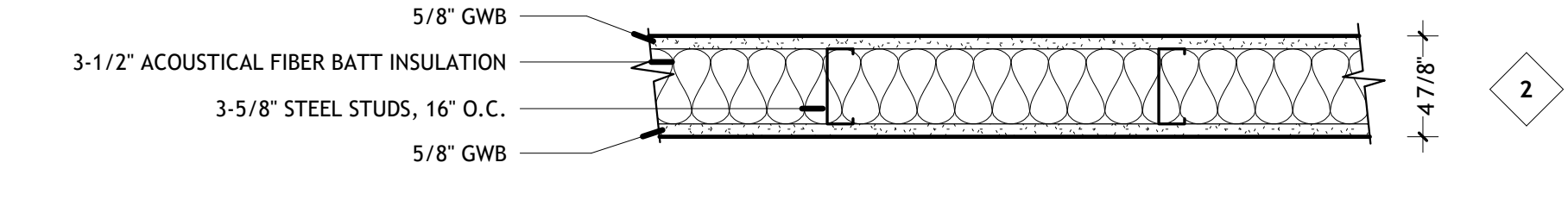
Table: NON RESIDENTIAL OCCUPANCY. Columns: VERT. FENESTRATION U-FACTOR, VERT. FENESTRATION SHGC, SKYLIGHT U-FACTOR, SKYLIGHT SHGC, ROOF R-VALUE, STEEL FRAME WALL R-VALUE, MASS WALL R-VALUE, FLOOR R-VALUE, BELOW GRADE WALL R-VALUE, SLAB PERIMETER R-VALUE, HEATED UNDER-SLAB R-VALUE. Rows: (METAL FRMG) 0.38 (FIXED); 0.40 (OPERABLE), VARIES - SEE TABLE, 0.50, 0.35, R49 (R38ci ABOVE DECK), R13 + R10 ci, R9.5 ci, R30 (R30 ci MASS FLOOR), SAME AS ABOVE GRADE, R10 FOR 24" VERTICAL, R10

PROPOSED EXTERIOR WALLS SCALE 1-1/2" = 1'-0"



WALL TYPE 1 EXTERIOR INFILL WALL

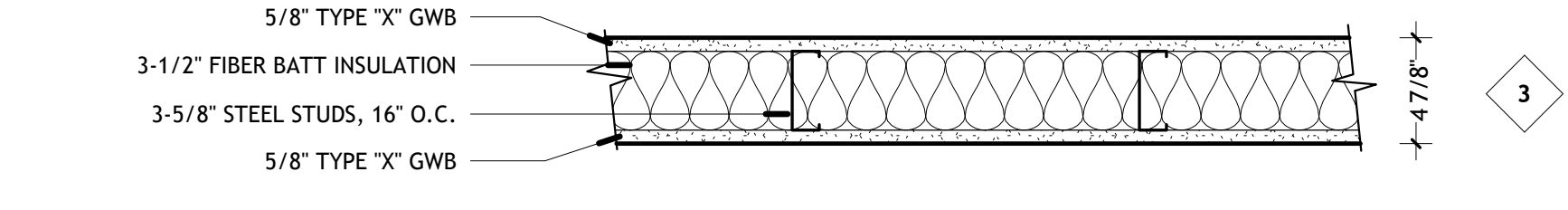
PROPOSED INTERIOR WALLS SCALE 1-1/2" = 1'-0"



WALL TYPE 2 INTERIOR NON-BEARING PARTITION WALL

WALL NOTES

- 1. PARTITION WALL CAN BE SUPPORTED BY EXISTING RAISED FLOOR WHERE APPLICABLE
2. WHERE PARTITION IS USED TO ENCLOSE CLASSROOMS, EXTEND WALL & ACOUSTICAL FIBER BATTS AT LEAST 12\"/>



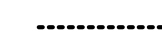




WALL TYPE 2 INTERIOR NON-BEARING 1-HR RATED PARTITION WALL

FIRE RATED ASSEMBLY NOTES

- 1. PARTITION WALL MUST EXTEND VERTICALLY FROM THE TOP OF THE SLAB TO THE UNDERSIDE OF THE STRUCTURE OF THE FLOOR ABOVE

DEMO FLOOR PLAN LEGEND

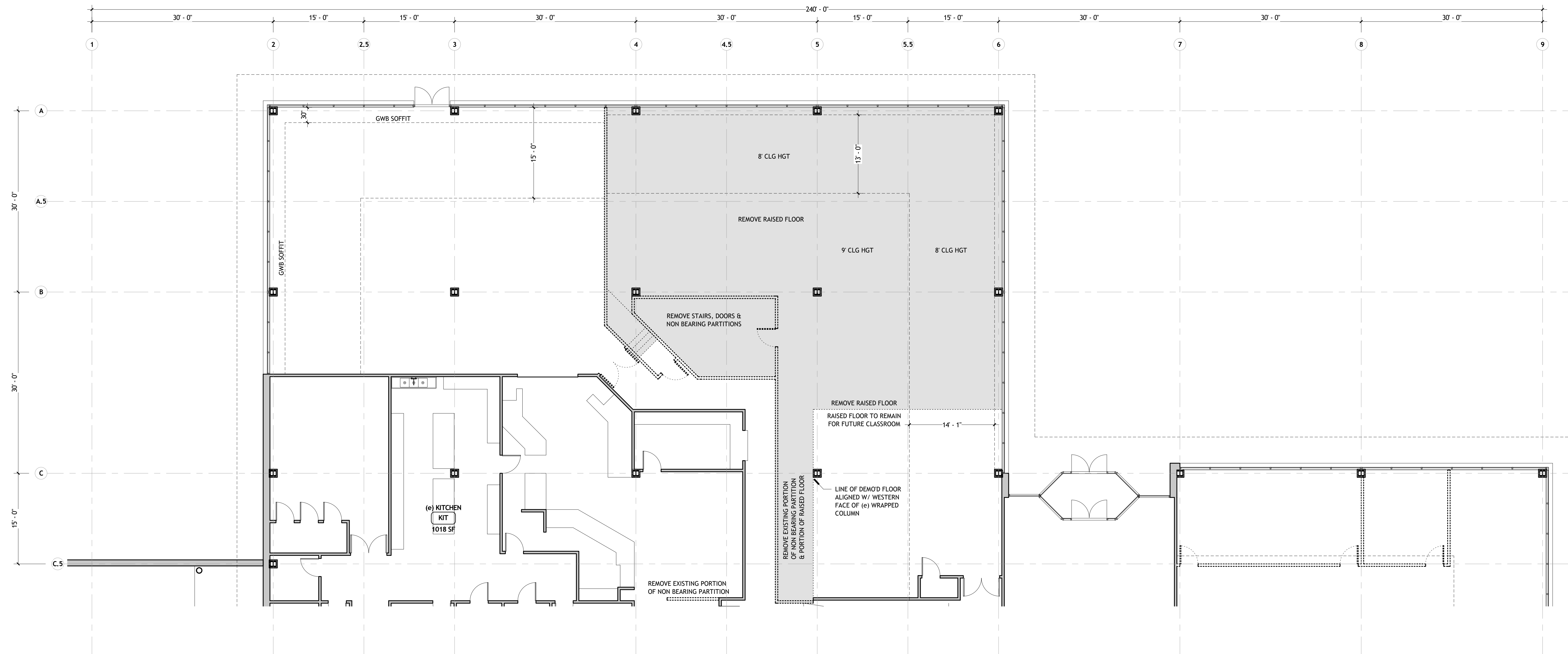
-  EXISTING WALL
-  1 HR RATED WALL
-  DEMOLISHED ELEMENT
-  HIDDEN ELEMENT
-  OVERHEAD ELEMENT

FLOOR PLAN NOTES

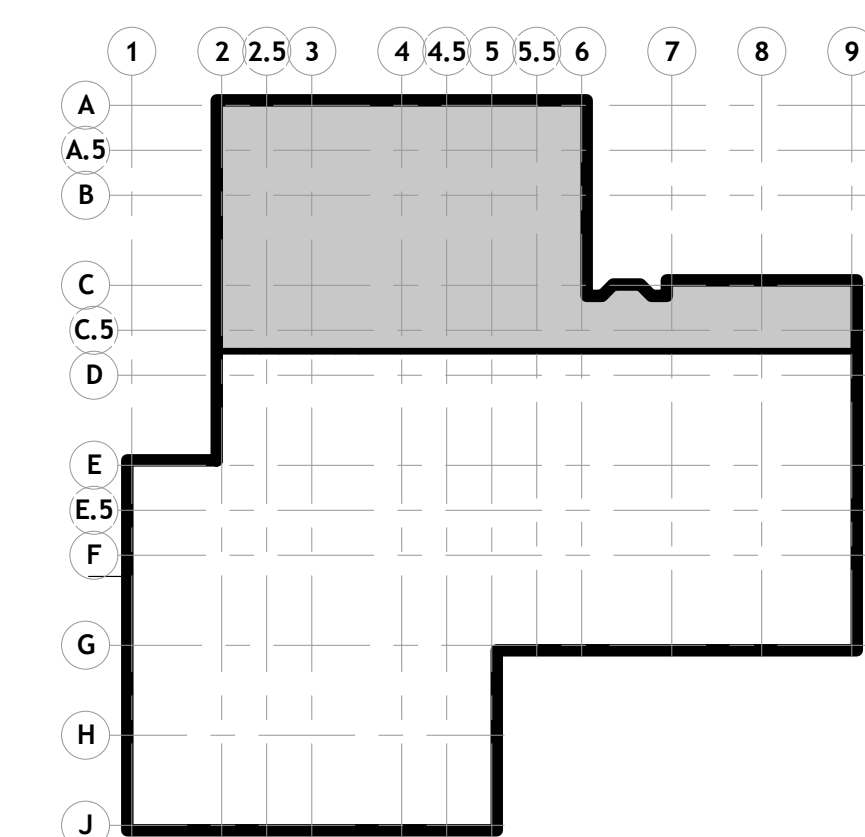
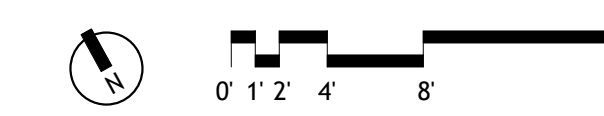
1. ALL CONDITIONS ARE BASED ON ON SITE OBSERVATION OR HISTORICAL DOCUMENTS SOURCED FROM BUILDING OWNER
2. VERIFY ALL CONDITIONS IN FIELD PRIOR TO CONSTRUCTION

KEYNOTES

- ① EXISTING DOOR TO BE REPLACED WITH A DOOR SWINGING TO ALLOW THE EXTERIOR EXIT TO BE "READILY VISIBLE AND IDENTIFIABLE FROM THE POINT OF TERMINATION OF THE [STAIR] ENCLOSURE" PER IBC 1028.1 EXCEPTION 1.1
- ②
- ③



FIRST FLOOR
1/8" = 1'-0"



KEY PLAN



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EXISTING &
DEMO FIRST
FLOOR PLANS

A102

DEMO FLOOR PLAN LEGEND

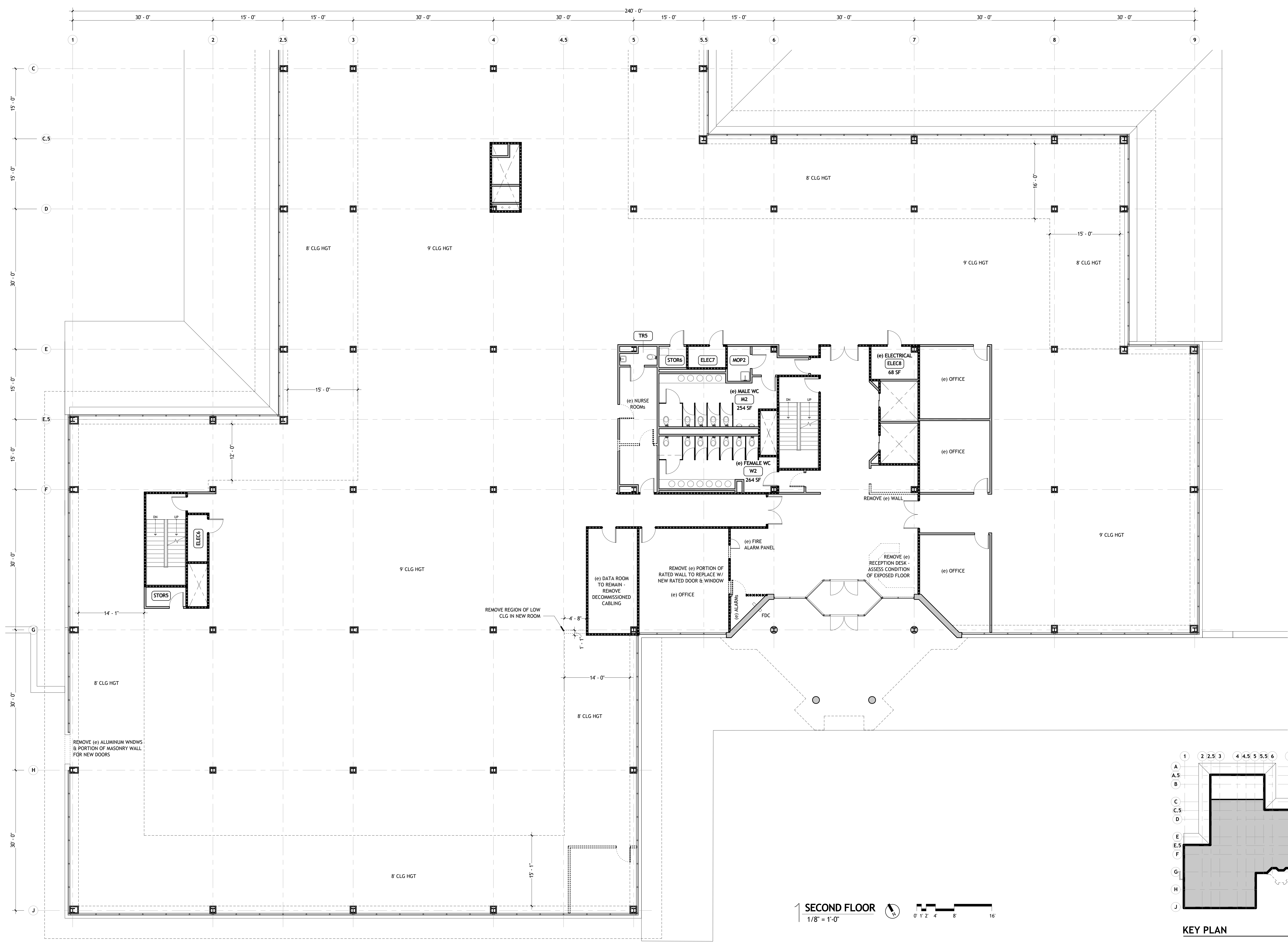
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-  1 HR RATED WALL
-  DEMOLISHED ELEMENT
-  HIDDEN ELEMENT
-  OVERHEAD ELEMENT

FLOOR PLAN NOTES

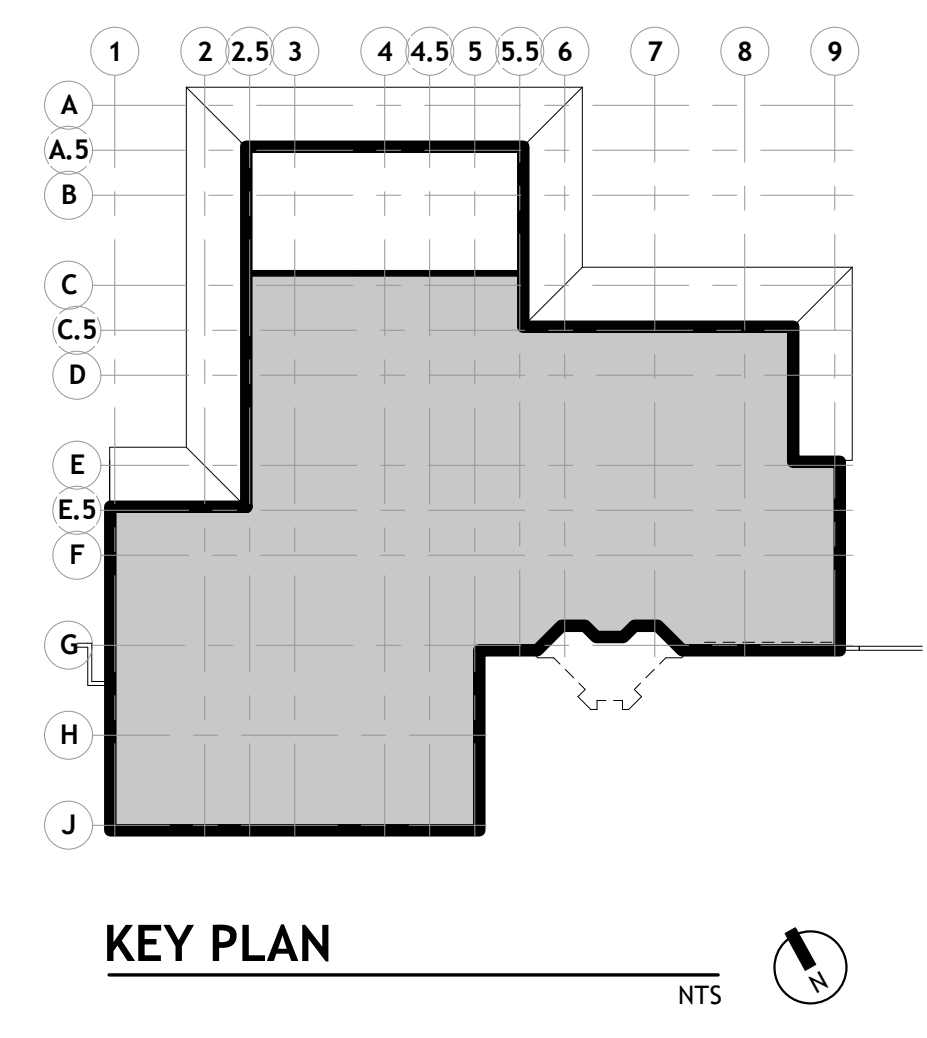
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KEYNOTES

- ① EXISTING DOOR TO BE REPLACED WITH A DOOR SWINGING TO ALLOW THE EXTERIOR EXIT TO BE "READILY VISIBLE AND IDENTIFIABLE FROM THE POINT OF TERMINATION OF THE [STAIR] ENCLOSURE" PER IBC 1028.1 EXCEPTION 1.1
- ②
- ③



SECOND FLOOR
 1/8" = 1'-0"



KEY PLAN

SPOKANE INTERNATIONAL ACADEMY



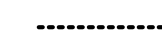


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**EXISTING & DEMO
 SECOND
 FLOOR PLANS**

A103

DEMO FLOOR PLAN LEGEND

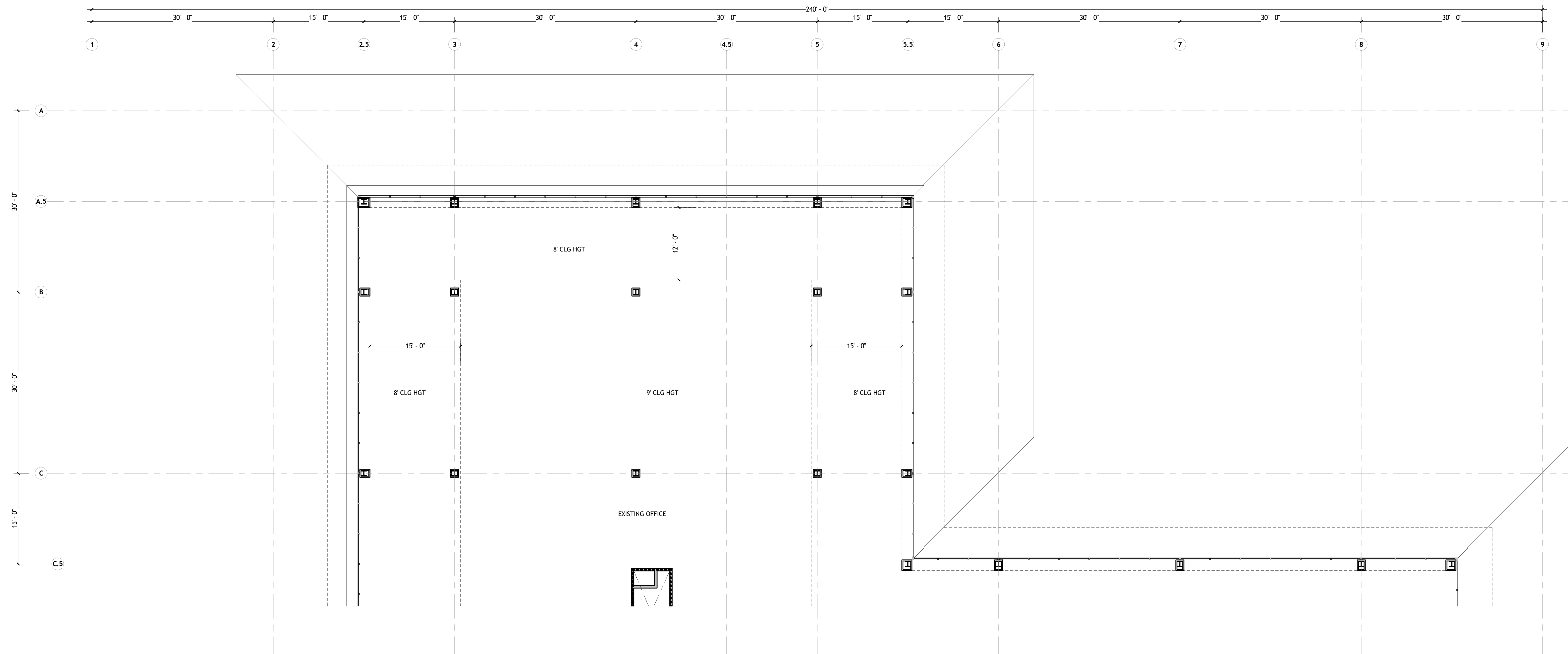
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-  1 HR RATED WALL
-  DEMOLISHED ELEMENT
-  HIDDEN ELEMENT
-  OVERHEAD ELEMENT

FLOOR PLAN NOTES

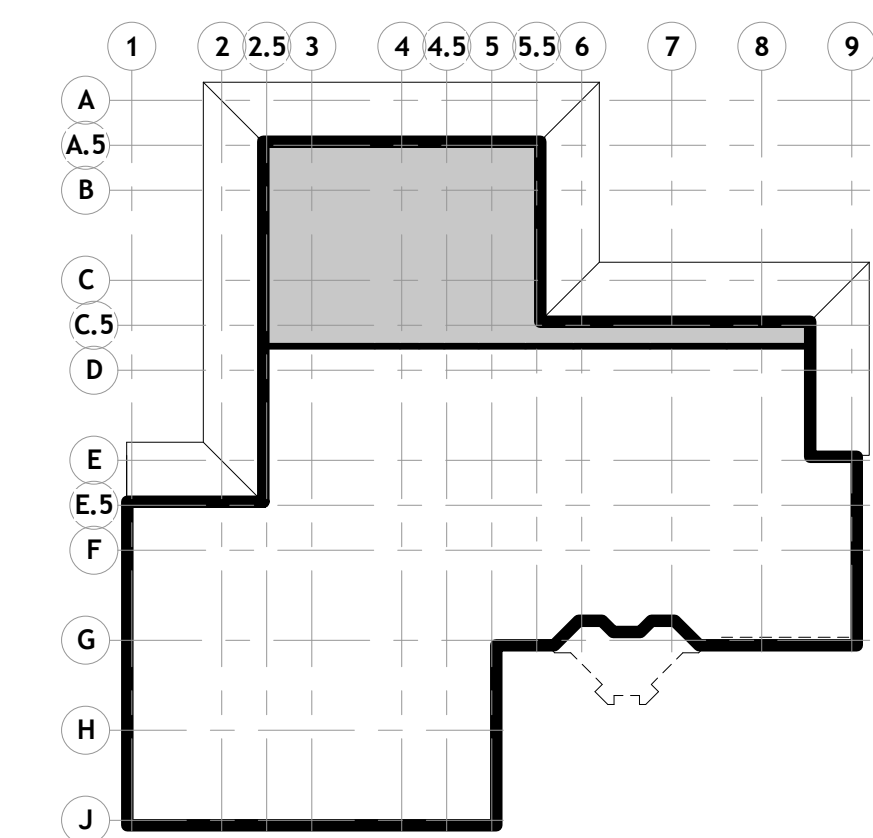
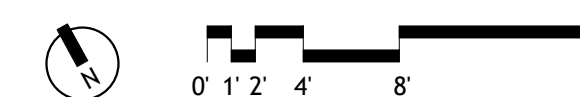
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2. VERIFY ALL CONDITIONS IN FIELD PRIOR TO CONSTRUCTION

KEYNOTES

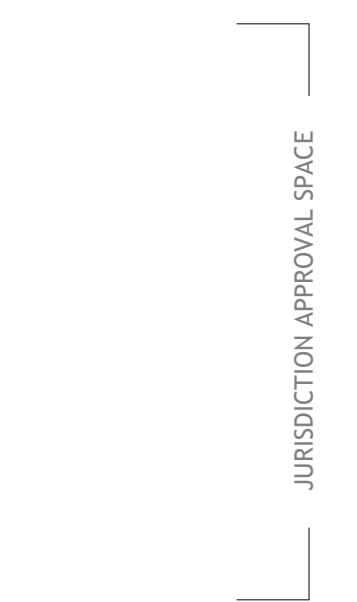
- ① EXISTING DOOR TO BE REPLACED WITH A DOOR SWINGING TO ALLOW THE EXTERIOR EXIT TO BE "READILY VISIBLE AND IDENTIFIABLE FROM THE POINT OF TERMINATION OF THE [STAIR] ENCLOSURE" PER IBC 1028.1 EXCEPTION 1.1
- ②
- ③



1 SECOND FLOOR
1/8" = 1'-0"







KEY PLAN



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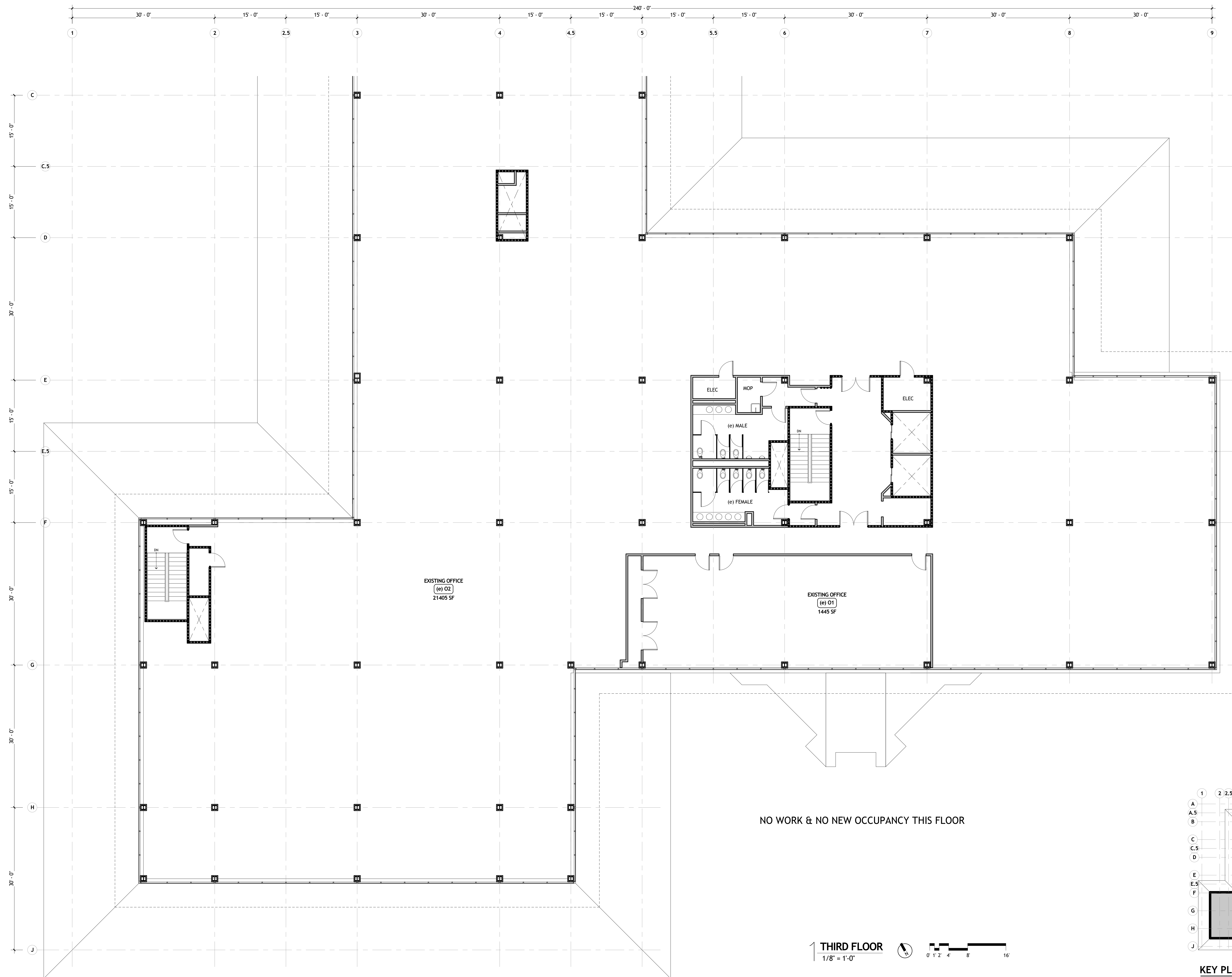
EXISTING &
DEMO
SECOND
FLOOR PLANS

EXISTING FLOOR PLAN LEGEND

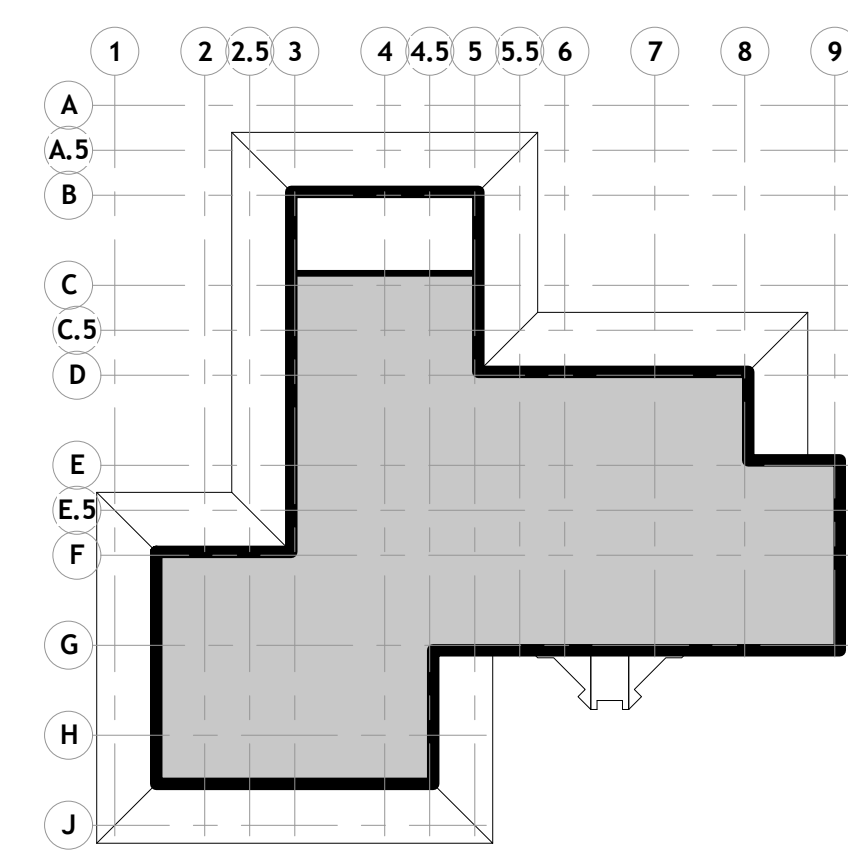
-  EXISTING WALL
-  1 HR RATED WALL
-  HIDDEN ELEMENT
-  OVERHEAD ELEMENT

FLOOR PLAN NOTES

1. ALL CONDITIONS ARE BASED ON ON SITE OBSERVATION OR HISTORICAL DOCUMENTS SOURCED FROM BUILDING OWNER
2. VERIFY ALL CONDITIONS IN FIELD PRIOR TO CONSTRUCTION



↑ THIRD FLOOR
1/8" = 1'-0"



KEY PLAN



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EXISTING
THIRD FLOOR
PLANS

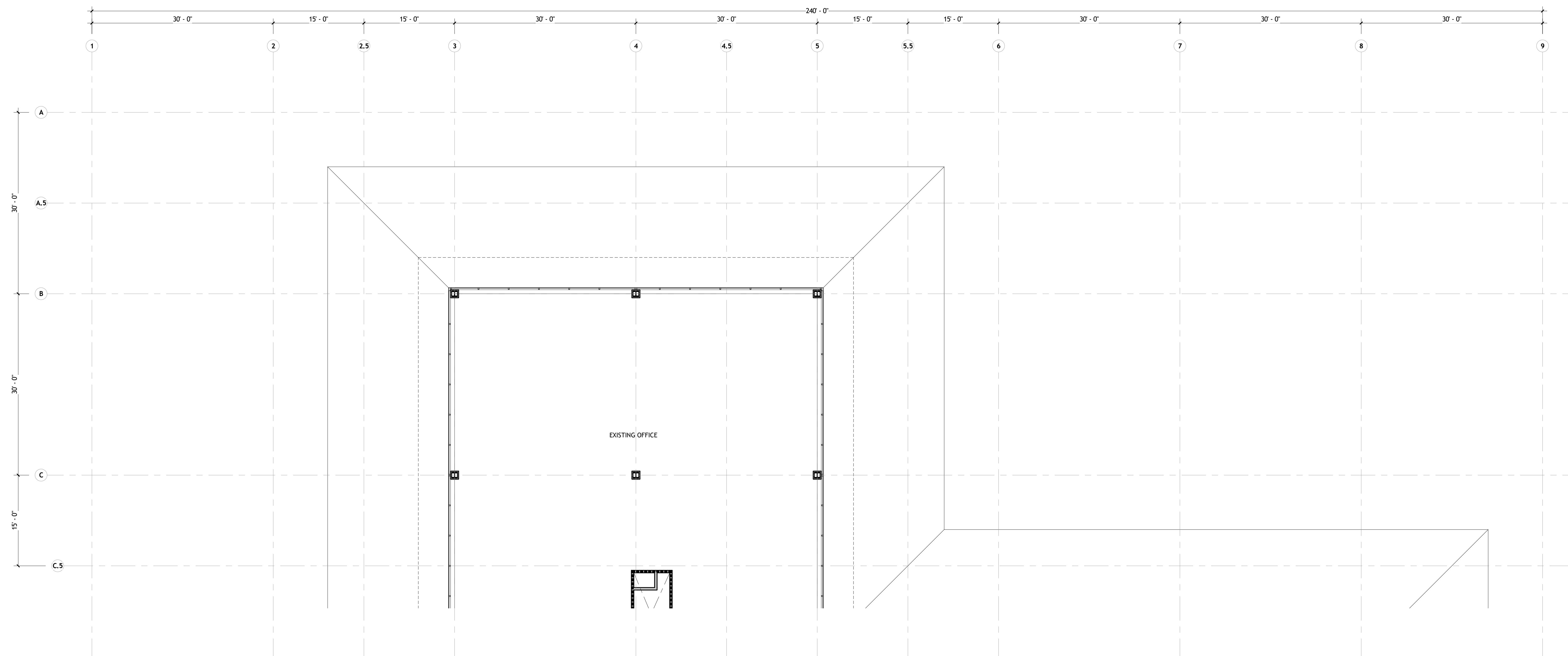
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EXISTING FLOOR PLAN LEGEND

-  EXISTING WALL
-  1 HR RATED WALL
-  HIDDEN ELEMENT
-  OVERHEAD ELEMENT

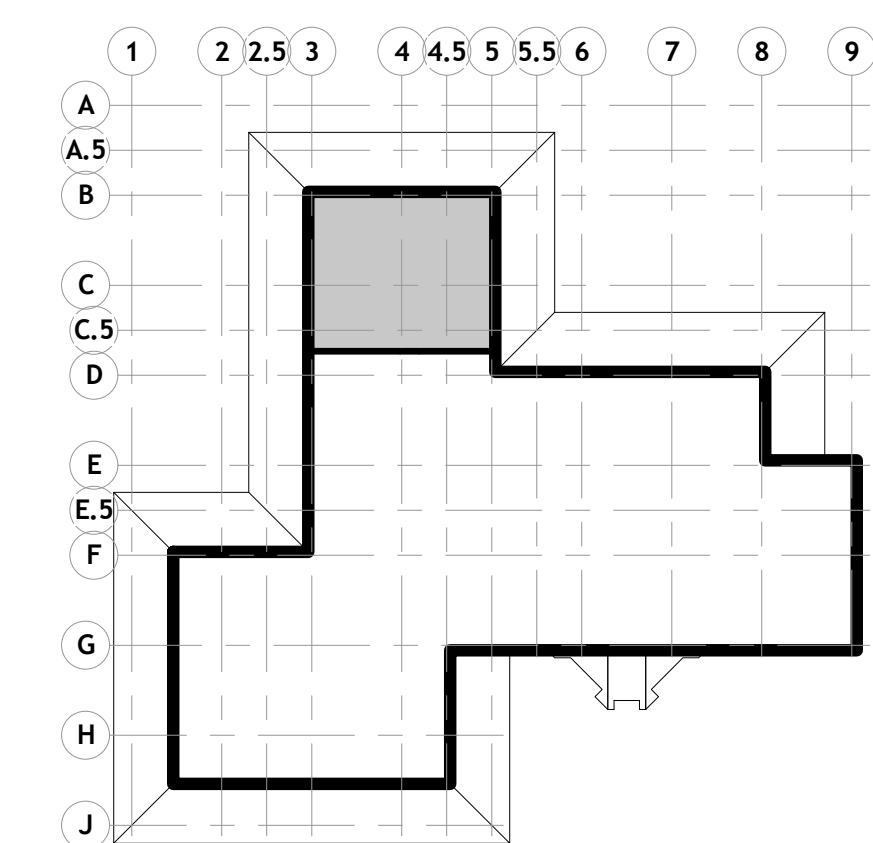
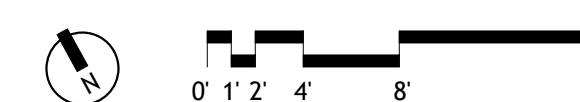
FLOOR PLAN NOTES

1. ALL CONDITIONS ARE BASED ON ON SITE OBSERVATION OR HISTORICAL DOCUMENTS SOURCED FROM BUILDING OWNER
2. VERIFY ALL CONDITIONS IN FIELD PRIOR TO CONSTRUCTION



NO WORK & NO NEW OCCUPANCY THIS FLOOR

↑ THIRD FLOOR
1/8" = 1'-0"



KEY PLAN



JURISDICTION APPROVAL SPACE

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EXISTING
THIRD FLOOR
PLANS

PROPOSED FLOOR PLAN LEGEND

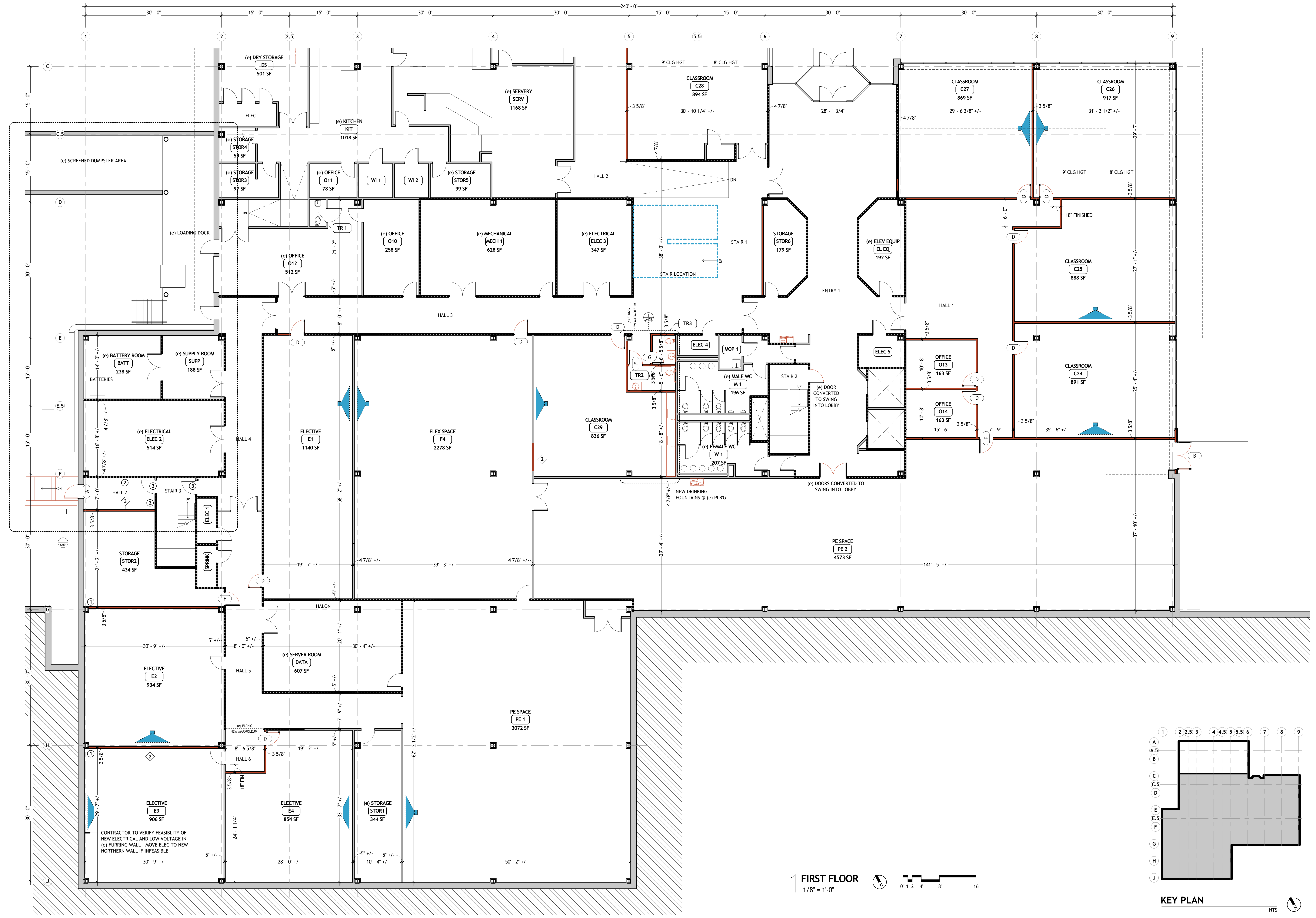
- EXISTING WALL
- HIDDEN ELEMENT
- 1 HR RATED WALL
- OVERHEAD ELEMENT
- NEW WALL
- SPACE OPEN TO BELOW
- EXISTING BLDG COMPONENTS IN BLACK
- NEW BLDG COMPONENTS IN ORANGE

FLOOR PLAN NOTES

1. DIMENSIONS:
 - A. TO EXISTING WALLS OR COMPONENTS ARE TO FACE OF FINISH, UNLESS NOTED OTHERWISE
 - B. TO NEW WALLS ARE TO FACE OF FRAMING, UNLESS NOTED OTHERWISE
 - C. DIMENSIONS WITH "+/-" OR "APPROX" ARE APPROXIMATE DUE TO VARIANCES OR UNKNOWN IN EXISTING CONDITIONS
 - D. DIMENSIONS WITHOUT "+/-" OR "APPROX" ARE INTENDED TO BE EXACT MEASUREMENTS TO NEW CONDITIONS
2. VERIFY ALL CONDITIONS IN FIELD PRIOR TO CONSTRUCTION
3. ALL CONDITIONS ARE BASED ON ON-SITE OBSERVATION AND/OR HISTORICAL DOCUMENTS SOURCED FROM BUILDING OWNER. THE CONTRACTOR SHALL BRING ERRORS OR MEANINGFUL VARIANCES TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY. THERE ARE NUMEROUS IMPORTANT ALIGNMENTS WITH EXISTING AND PROPOSED CONDITIONS THAT REQUIRE CAREFUL & HOLISTIC FRAMING LAYOUT. WHILE CARE HAS BEEN TAKEN TO COORDINATE THE PROPOSED DESIGN AND DETAILS, THE CONTRACTOR SHOULD THOROUGHLY REVIEW THE ENTIRE DRAWING SET AND THE RELEVANT EXISTING CONDITIONS PRIOR TO COMMENCING WORK. PLEASE BRING ANY DISCREPANCIES TO THE ARCHITECT'S ATTENTION FOR RESOLUTION PRIOR TO PROCEEDING AND ALLOW TIME FOR THE BEST ADJUSTMENTS TO BE MADE.
4. VERIFY ALL CONDITIONS IN FIELD PRIOR TO CONSTRUCTION
5. FOR DOORS NOT LOCATED ON PLAN, LOCATE THE ROUGH OPENING 3" FROM NEARBY PERPENDICULAR WALL OR (e) COLUMN WRAP
6. WHERE ADJOINING ROOMS HAVE DISSIMILAR FLOORING, MAKE CHANGE UNDER CENTERLINE OF DOOR, UNLESS OTHERWISE NOTED
7. FOR SQUARE FOOTAGES OF SMALLER ROOMS NOT LISTED SEE OCCUPANCY SCHEDULES ON A004 & A005
8. CONTRACTOR TO MAINTAIN FIRE RESISTANCE RATING OF ALL WALLS ENCLOSING THE EXISTING LOBBIES & STAIRWAYS.
9. WALL TYPE 2 - "INTERIOR NON BEARING PARTITION WALL" CAN BE SUPPORTED BY EXISTING RAISED FLOOR

KEYNOTES

- ① FINISH FACE OF NEW WALL TO ALIGN WITH FINISH FACE OF EXISTING COLUMN WRAP
- ② EXISTING 2 HOUR RATED WALL PER UL #U412 TO REMAIN
- ③ EXISTING FIRE RATED DOOR









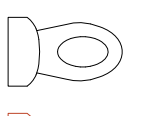

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**PROPOSED
FIRST FLOOR
PLANS**

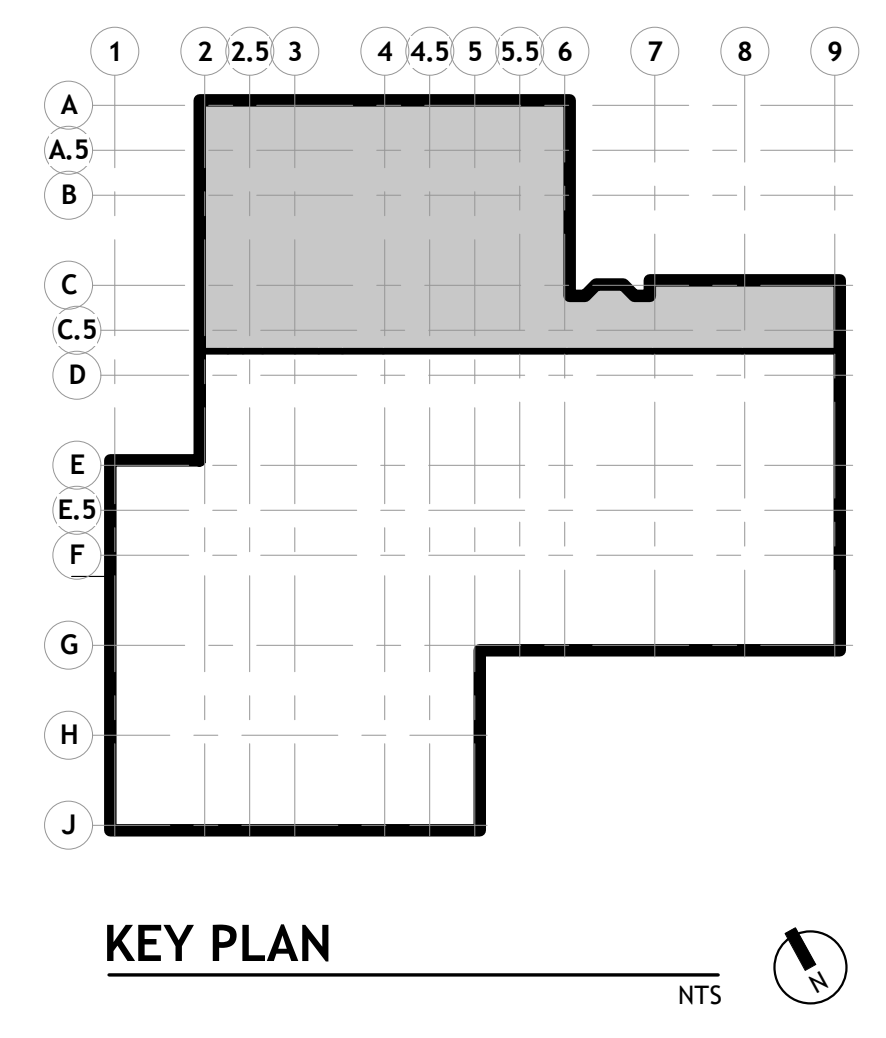
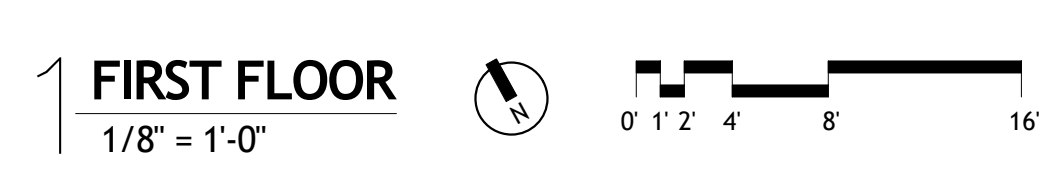
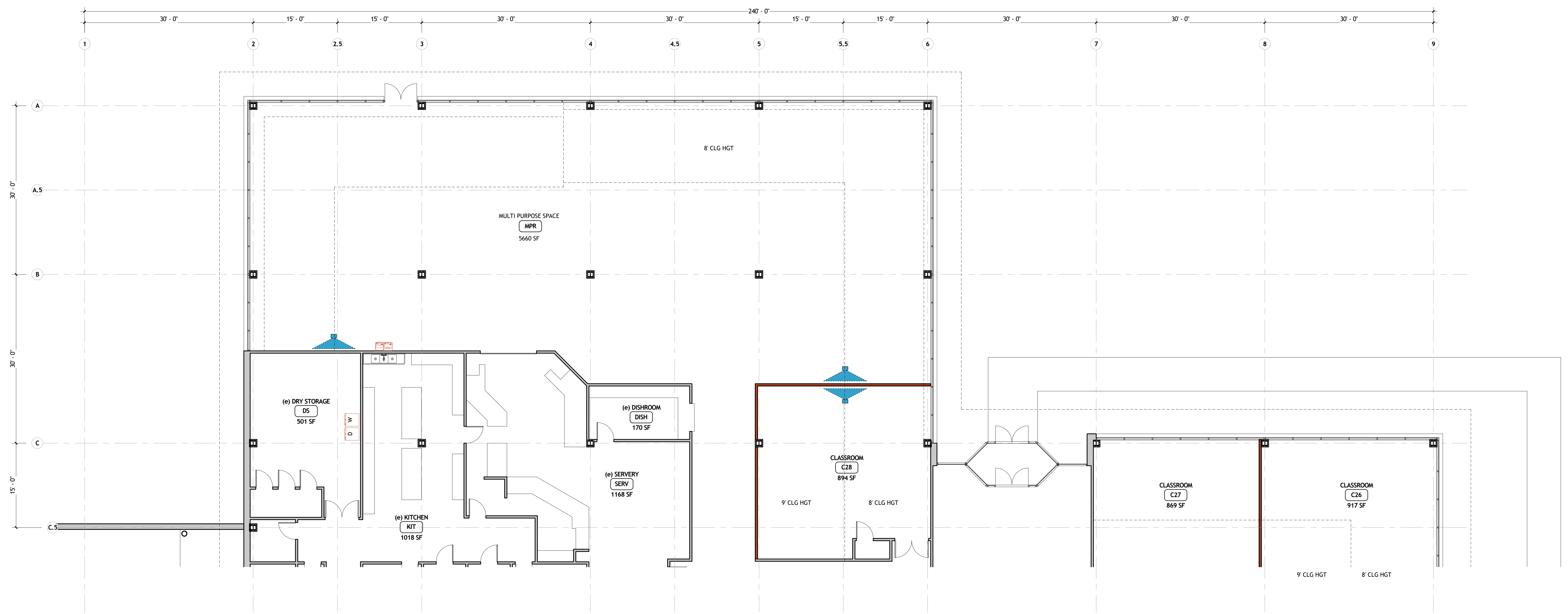
A107

PROPOSED FLOOR PLAN LEGEND

-  EXISTING WALL
-  HIDDEN ELEMENT
-  1 HR RATED WALL
-  OVERHEAD ELEMENT
-  NEW WALL
-  SPACE OPEN TO BELOW
-  EXISTING BLDG COMPONENTS IN BLACK
-  NEW BLDG COMPONENTS IN ORANGE

FLOOR PLAN NOTES

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2. ALL CONDITIONS ARE BASED ON ON-SITE OBSERVATION AND/OR HISTORICAL DOCUMENTS SOURCED FROM BUILDING OWNER. THE CONTRACTOR SHALL BRING ERRORS OR MEANINGFUL VARIANCES TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY.
3. THERE ARE NUMEROUS IMPORTANT ALIGNMENTS WITH EXISTING AND PROPOSED CONDITIONS THAT REQUIRE CAREFUL & HOLISTIC FRAMING LAYOUT. WHILE CARE HAS BEEN TAKEN TO COORDINATE THE PROPOSED DESIGN AND DETAILS, THE CONTRACTOR SHOULD THOROUGHLY REVIEW THE ENTIRE DRAWING SET AND THE RELEVANT EXISTING CONDITIONS PRIOR TO COMMENCING WORK. PLEASE BRING ANY DISCREPANCIES TO THE ARCHITECT'S ATTENTION FOR RESOLUTION **PRIOR TO PROCEEDING** AND ALLOW TIME FOR THE BEST ADJUSTMENTS TO BE MADE.
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**PROPOSED
FIRST FLOOR
PLANS**

A108

PROPOSED FLOOR PLAN LEGEND

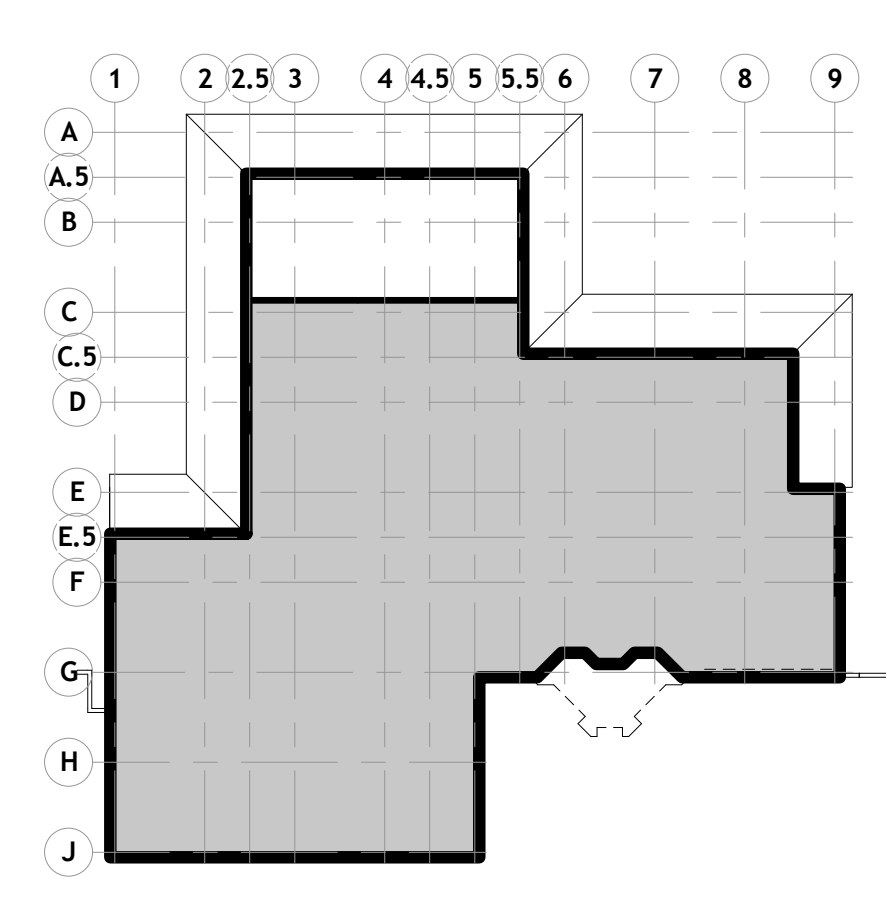
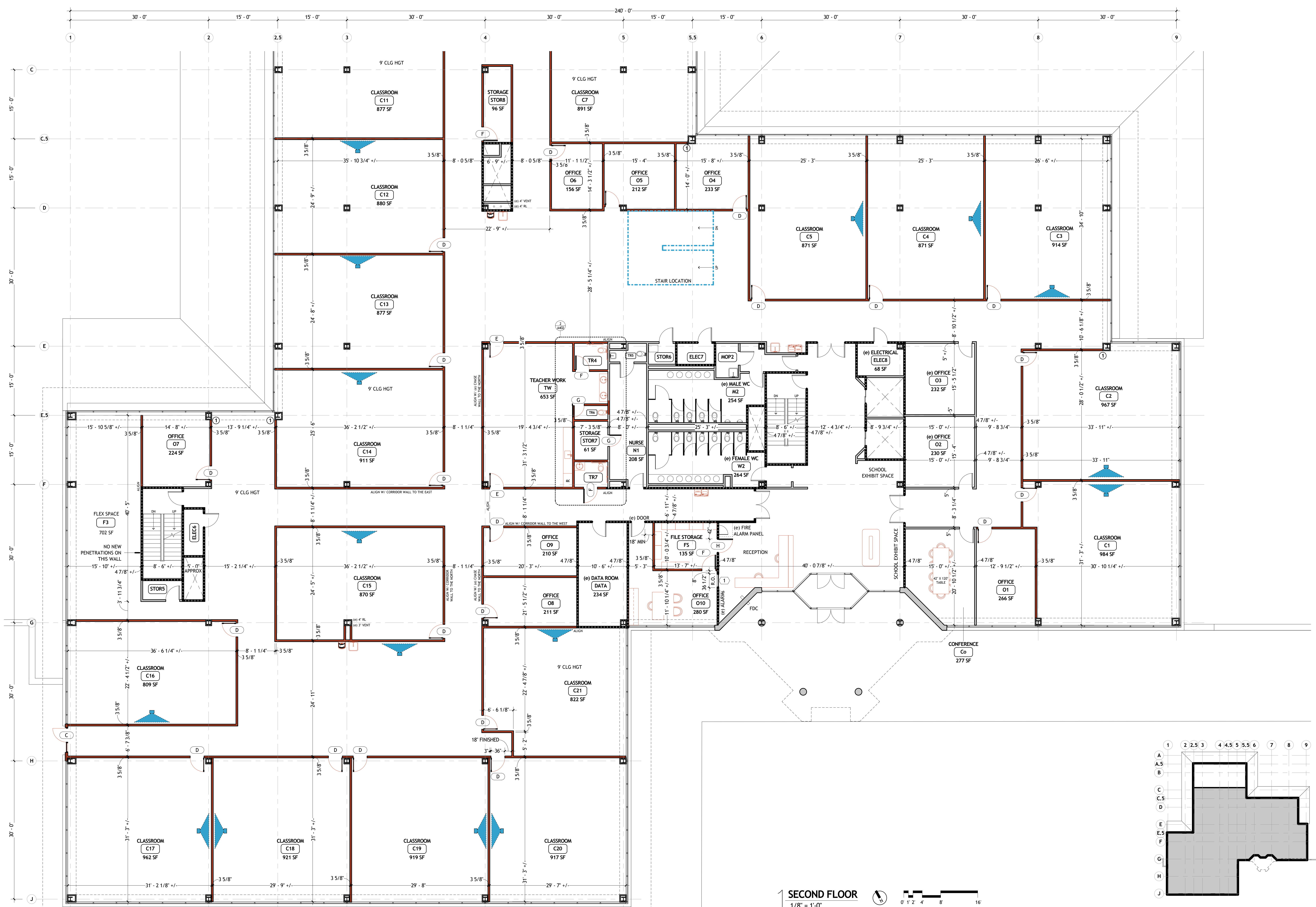
- EXISTING WALL
- HIDDEN ELEMENT
- 1 HR RATED WALL
- NEW WALL
- EXISTING BLDG COMPONENTS IN BLACK
- NEW BLDG COMPONENTS IN ORANGE
- OVERHEAD ELEMENT
- SPACE OPEN TO BELOW

FLOOR PLAN NOTES

1. DIMENSIONS:
 - A. TO EXISTING WALLS OR COMPONENTS ARE TO FACE OF FINISH, UNLESS NOTED OTHERWISE
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3. THERE ARE NUMEROUS IMPORTANT ALIGNMENTS WITH EXISTING AND PROPOSED CONDITIONS THAT REQUIRE CAREFUL & HOLISTIC FRAMING LAYOUT. WHILE CARE HAS BEEN TAKEN TO COORDINATE THE PROPOSED DESIGN AND DETAILS, THE CONTRACTOR SHOULD THOROUGHLY REVIEW THE ENTIRE DRAWING SET AND THE RELEVANT EXISTING CONDITIONS PRIOR TO COMMENCING WORK. PLEASE BRING ANY DISCREPANCIES TO THE ARCHITECT'S ATTENTION FOR RESOLUTION **PRIOR TO PROCEEDING** AND ALLOW TIME FOR THE BEST ADJUSTMENTS TO BE MADE.
4. VERIFY ALL CONDITIONS IN FIELD PRIOR TO CONSTRUCTION
5. FOR DOORS NOT LOCATED ON PLAN, LOCATE THE ROUGH OPENING 3" FROM NEARBY PERPENDICULAR WALL OR (e) COLUMN WRAP
6. WHERE ADJOINING ROOMS HAVE DISSIMILAR FLOORING, MAKE CHANGE UNDER CENTERLINE OF DOOR, UNLESS OTHERWISE NOTED
7. FOR SQUARE FOOTAGES OF SMALLER ROOMS NOT LISTED SEE OCCUPANCY SCHEDULES ON A004 & A005
8. CONTRACTOR TO MAINTAIN FIRE RESISTANCE RATING OF ALL WALLS ENCLOSING THE EXISTING LOBBIES & STAIRWAYS.
9. WALL TYPE 2 - "INTERIOR NON BEARING PARTITION WALL" CAN BE SUPPORTED BY EXISTING RAISED FLOOR

KEYNOTES

- ① FINISH FACE OF NEW WALL TO ALIGN WITH FINISH FACE OF EXISTING COLUMN WRAP
- ② NEW WALL CENTERED ON EXISTING MULLION.











SPokane INTERNATIONAL ACADEMY
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 SPOKANE, WA 99208

SCHEMATIC
 1/13/20

**PROPOSED
 SECOND
 FLOOR PLANS**

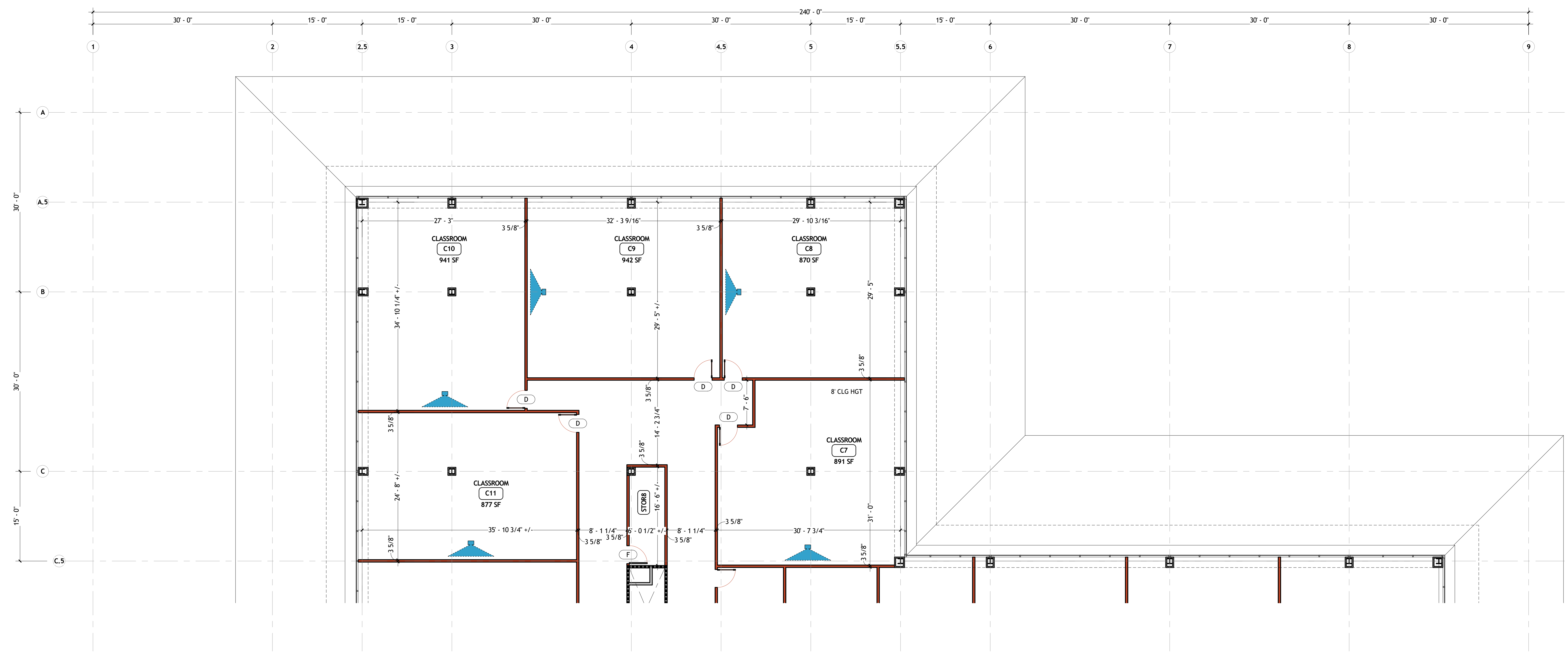
A109

PROPOSED FLOOR PLAN LEGEND

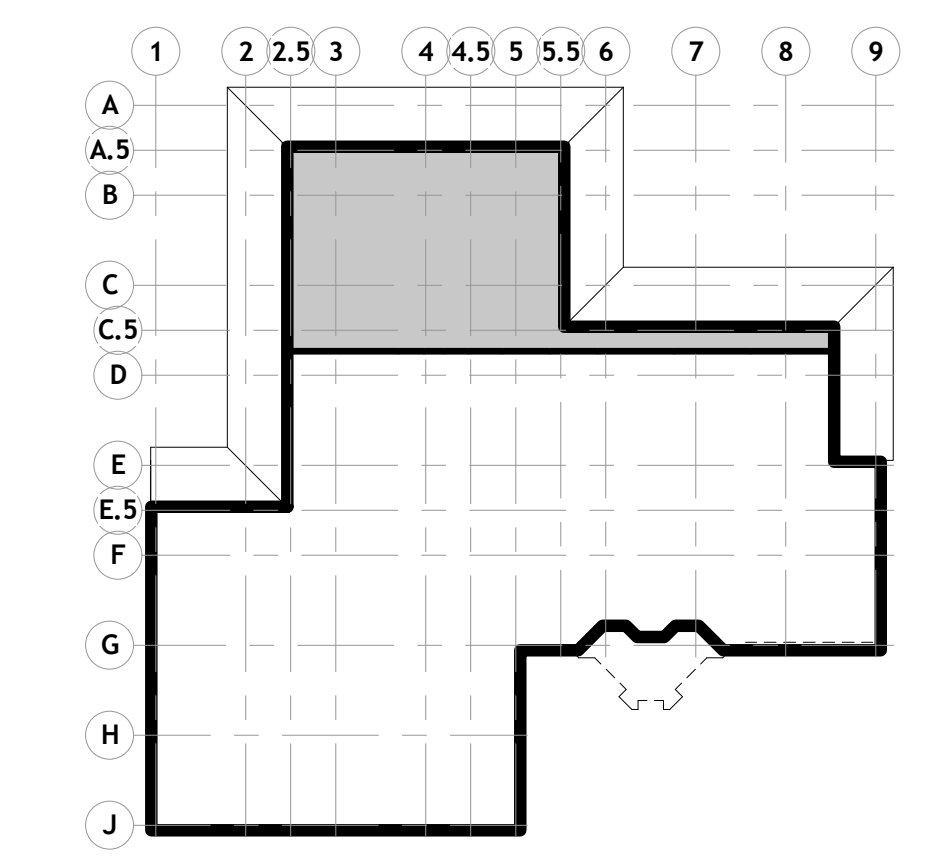
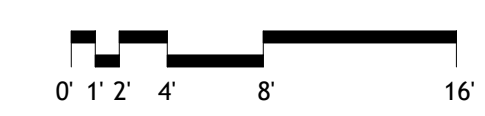
-  EXISTING WALL
-  HIDDEN ELEMENT
-  1 HR RATED WALL
-  OVERHEAD ELEMENT
-  NEW WALL
-  SPACE OPEN TO BELOW
-  EXISTING BLDG COMPONENTS IN BLACK
-  NEW BLDG COMPONENTS IN ORANGE

FLOOR PLAN NOTES

1. DIMENSIONS:
 - A. TO EXISTING WALLS OR COMPONENTS ARE TO FACE OF FINISH, UNLESS NOTED OTHERWISE
 - B. TO NEW WALLS ARE TO FACE OF FRAMING, UNLESS NOTED OTHERWISE
 - C. DIMENSIONS WITH "+/-" OR "APPROX" ARE APPROXIMATE DUE TO VARIANCES OR UNKNOWN IN EXISTING CONDITIONS
 - D. DIMENSIONS WITHOUT "+/-" OR "APPROX" ARE INTENDED TO BE EXACT MEASUREMENTS TO NEW CONDITIONS
2. ALL CONDITIONS ARE BASED ON ON-SITE OBSERVATION AND/OR HISTORICAL DOCUMENTS SOURCED FROM BUILDING OWNER. THE CONTRACTOR SHALL BRING ERRORS OR MEANINGFUL VARIANCES TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY.
3. THERE ARE NUMEROUS IMPORTANT ALIGNMENTS WITH EXISTING AND PROPOSED CONDITIONS THAT REQUIRE CAREFUL & HOLISTIC FRAMING LAYOUT. WHILE CARE HAS BEEN TAKEN TO COORDINATE THE PROPOSED DESIGN AND DETAILS, THE CONTRACTOR SHOULD THOROUGHLY REVIEW THE ENTIRE DRAWING SET AND THE RELEVANT EXISTING CONDITIONS PRIOR TO COMMENCING WORK. PLEASE BRING ANY DISCREPANCIES TO THE ARCHITECT'S ATTENTION FOR RESOLUTION **PRIOR TO PROCEEDING** AND ALLOW TIME FOR THE BEST ADJUSTMENTS TO BE MADE.
4. VERIFY ALL CONDITIONS IN FIELD PRIOR TO CONSTRUCTION
5. FOR DOORS NOT LOCATED ON PLAN, LOCATE THE ROUGH OPENING 3" FROM NEARBY PERPENDICULAR WALL OR (e) COLUMN W/RA
6. WHERE ADJOINING ROOMS HAVE DISSIMILAR FLOORING, MAKE CHANGE UNDER CENTERLINE OF DOOR, UNLESS OTHERWISE NOTED
7. FOR SQUARE FOOTAGES OF SMALLER ROOMS NOT LISTED SEE OCCUPANCY SCHEDULES ON A004 & A005
8. CONTRACTOR TO MAINTAIN FIRE RESISTANCE RATING OF ALL WALLS ENCLOSING THE EXISTING LOBBIES & STAIRWAYS.
9. WALL TYPE 2 - "INTERIOR NON BEARING PARTITION WALL" CAN BE SUPPORTED BY EXISTING RAISED FLOOR



1 SECOND FLOOR
 1/8" = 1'-0"



KEY PLAN

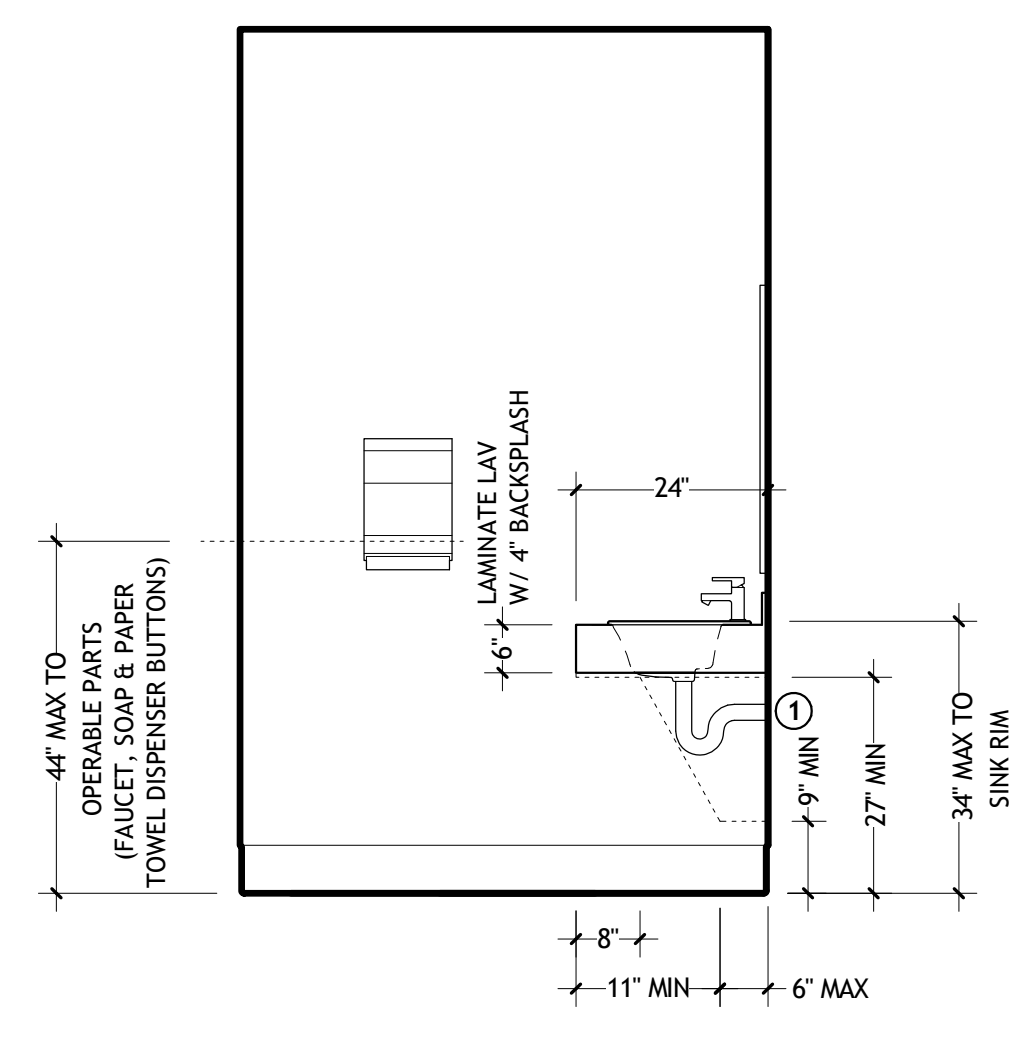
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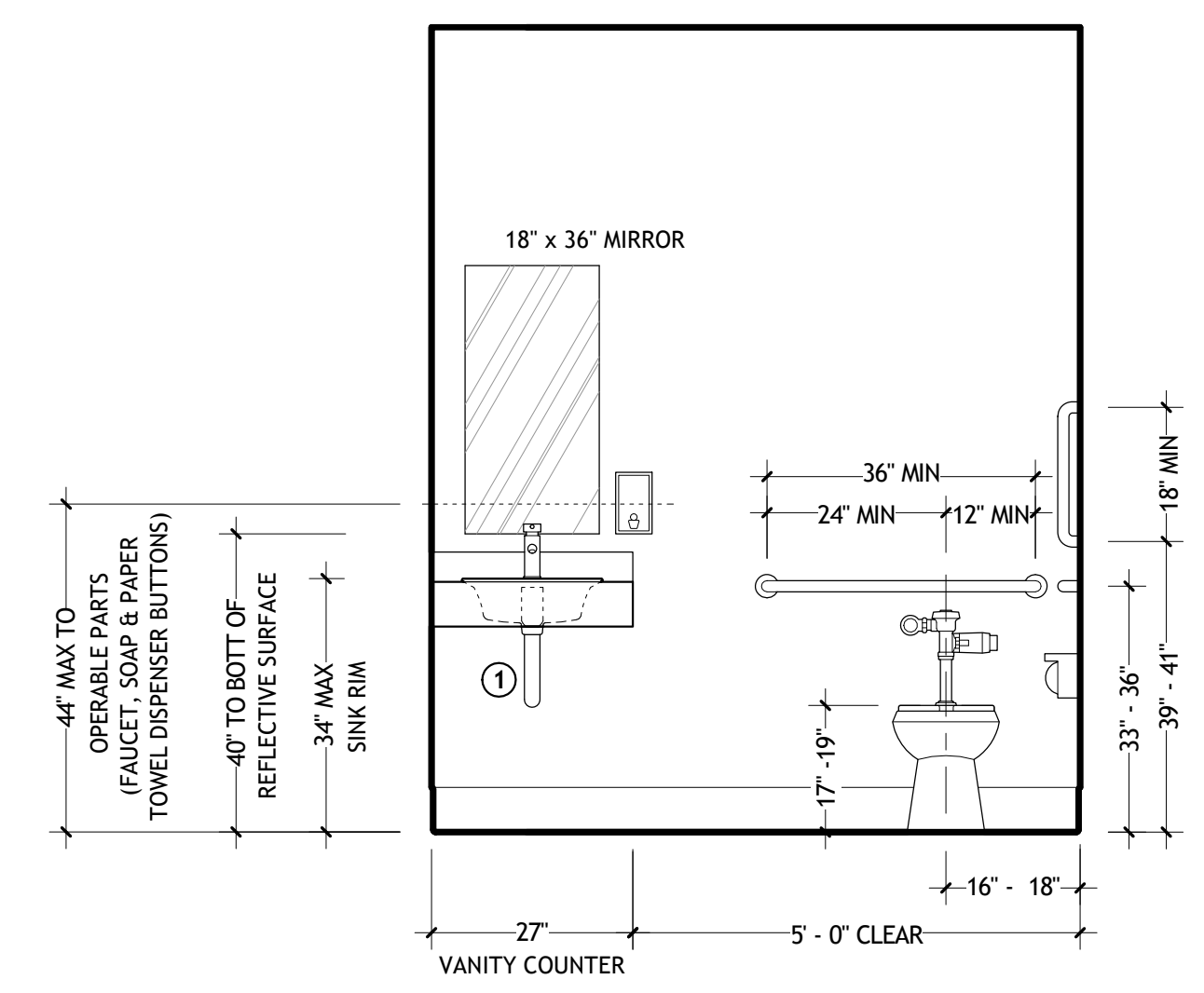
SCHEMATIC
 1/13/20

**PROPOSED
 SECOND
 FLOOR PLANS**

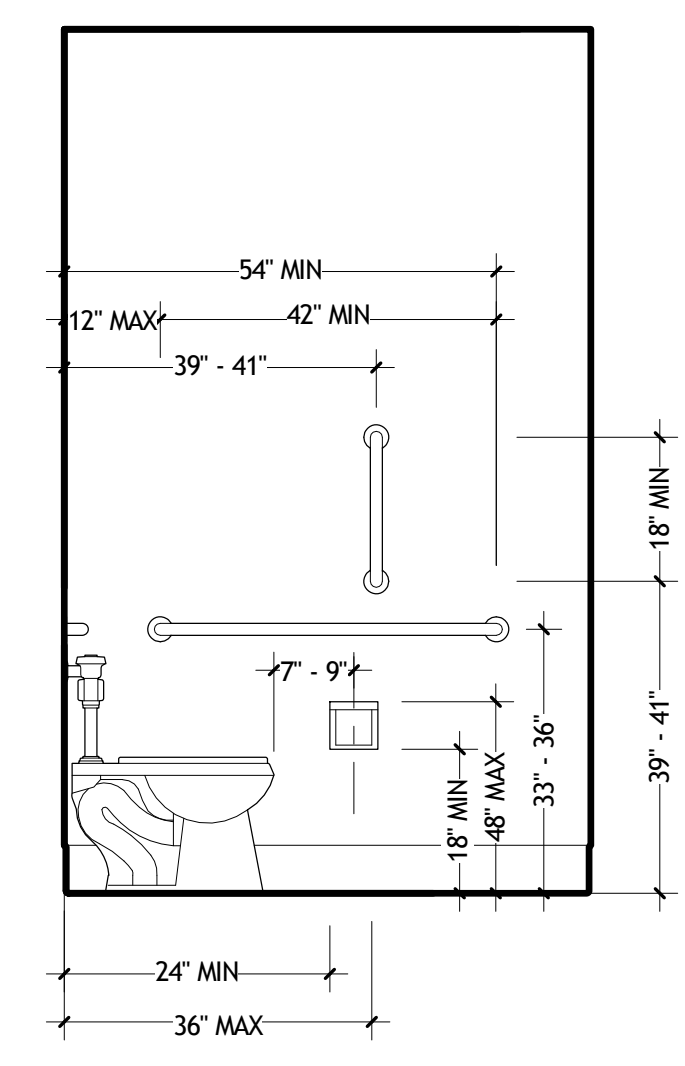
A110



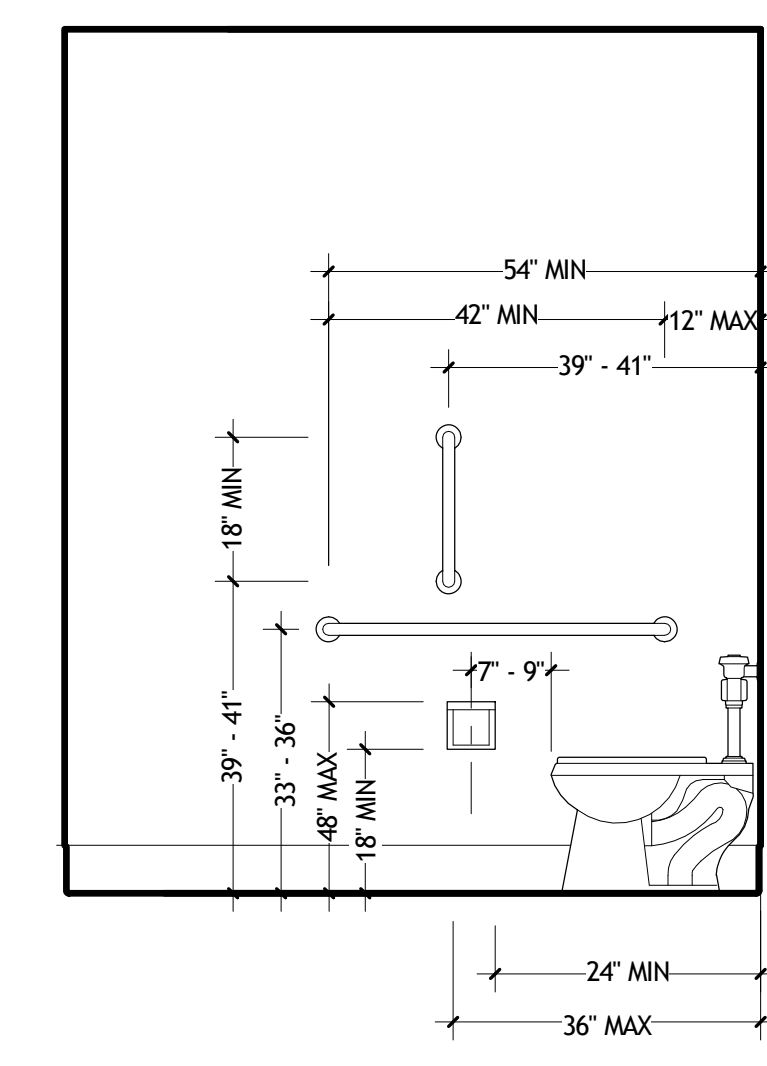
8 TR7 - WEST
1/2" = 1'-0"



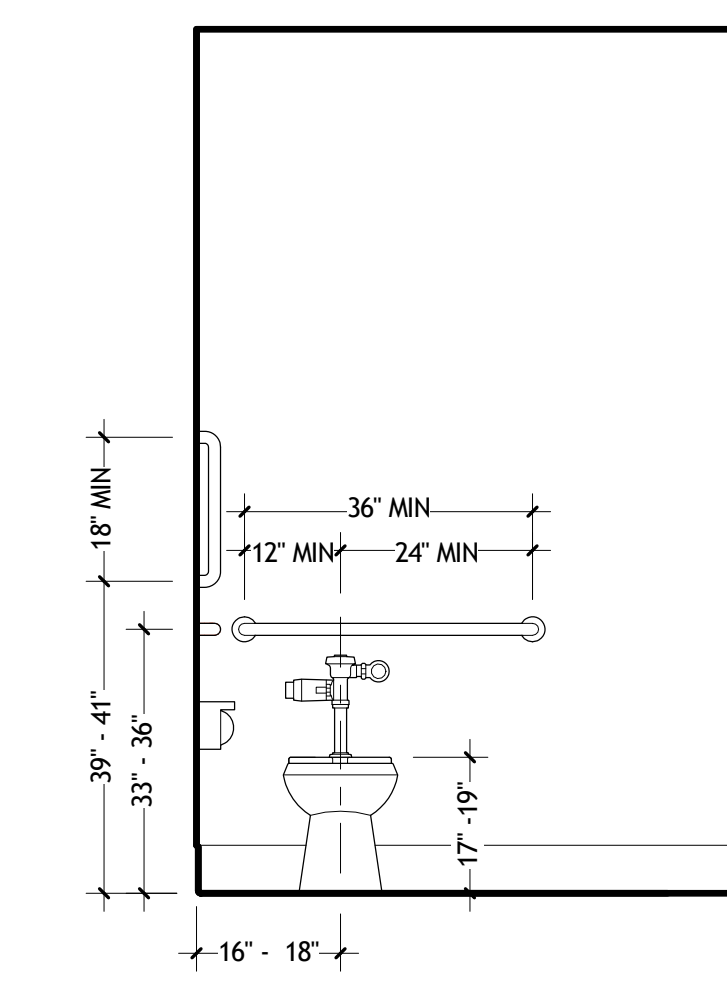
9 TR7 - NORTH
1/2" = 1'-0"



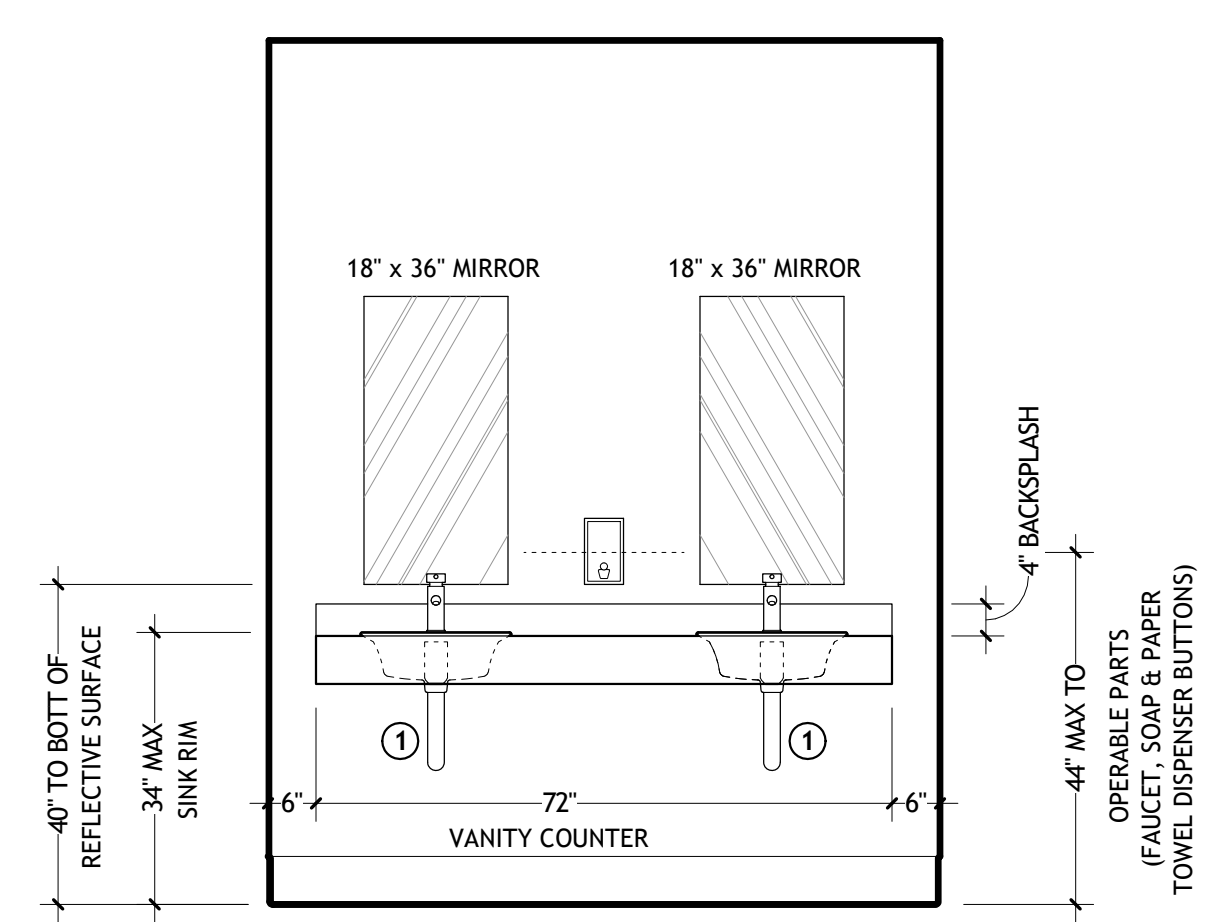
7 TR7 - EAST
1/2" = 1'-0"



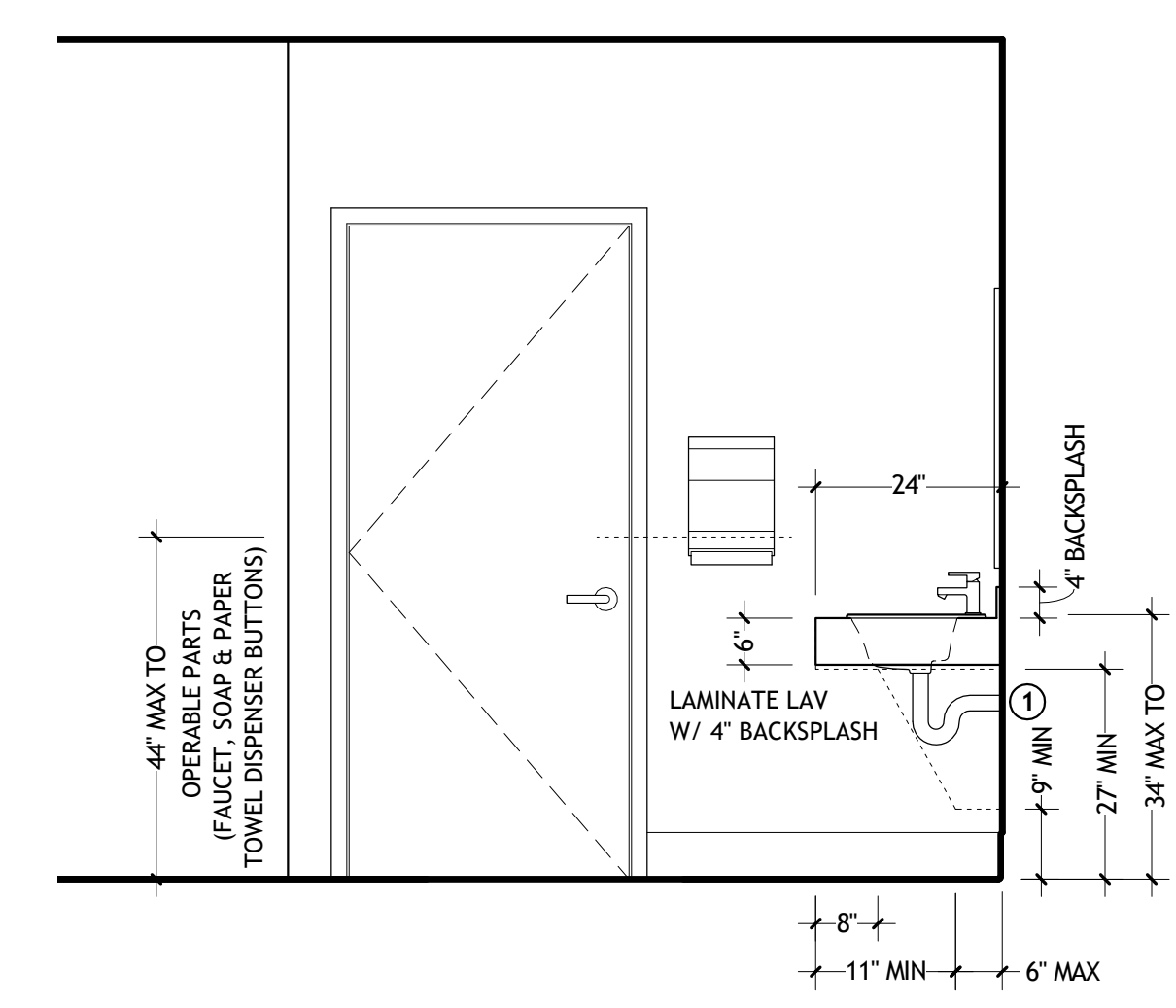
6 TR4 - NORTH
1/2" = 1'-0"



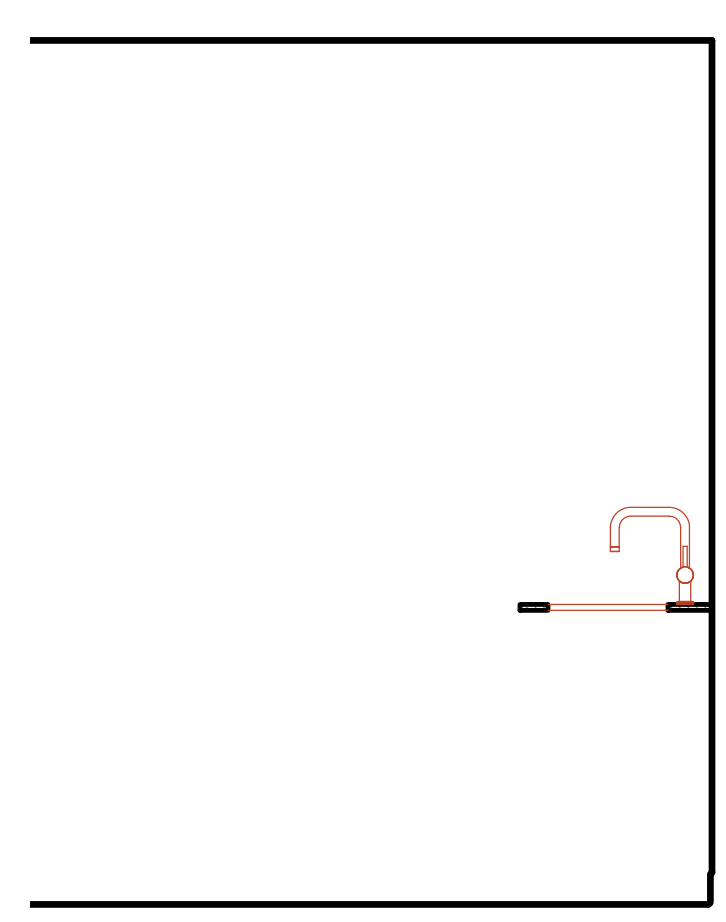
4 TR4 - EAST
1/2" = 1'-0"



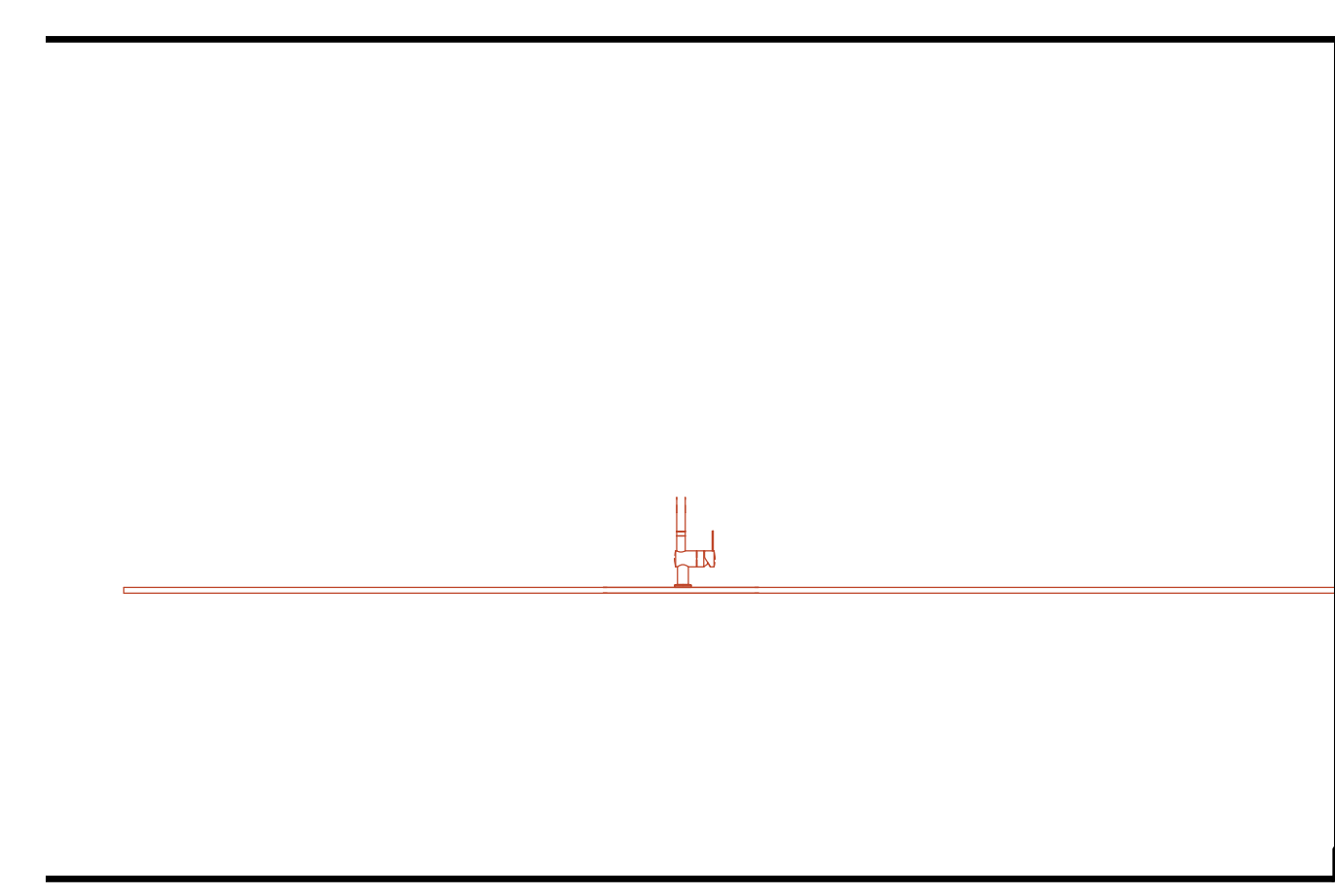
11 TW LAVS - EAST
1/2" = 1'-0"



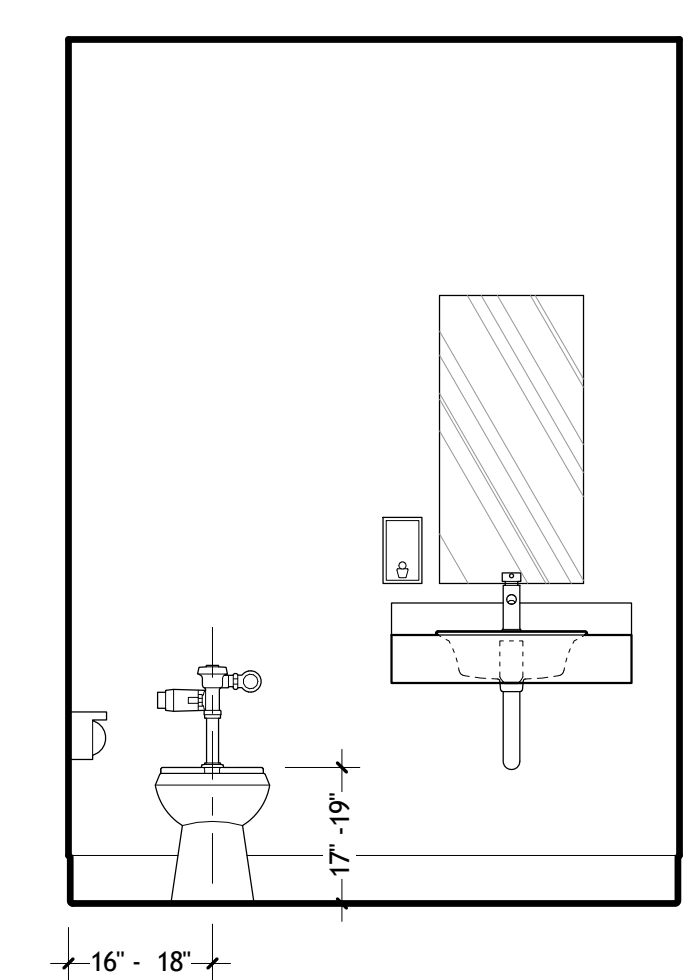
10 TW LAVS - NORTH
1/2" = 1'-0"



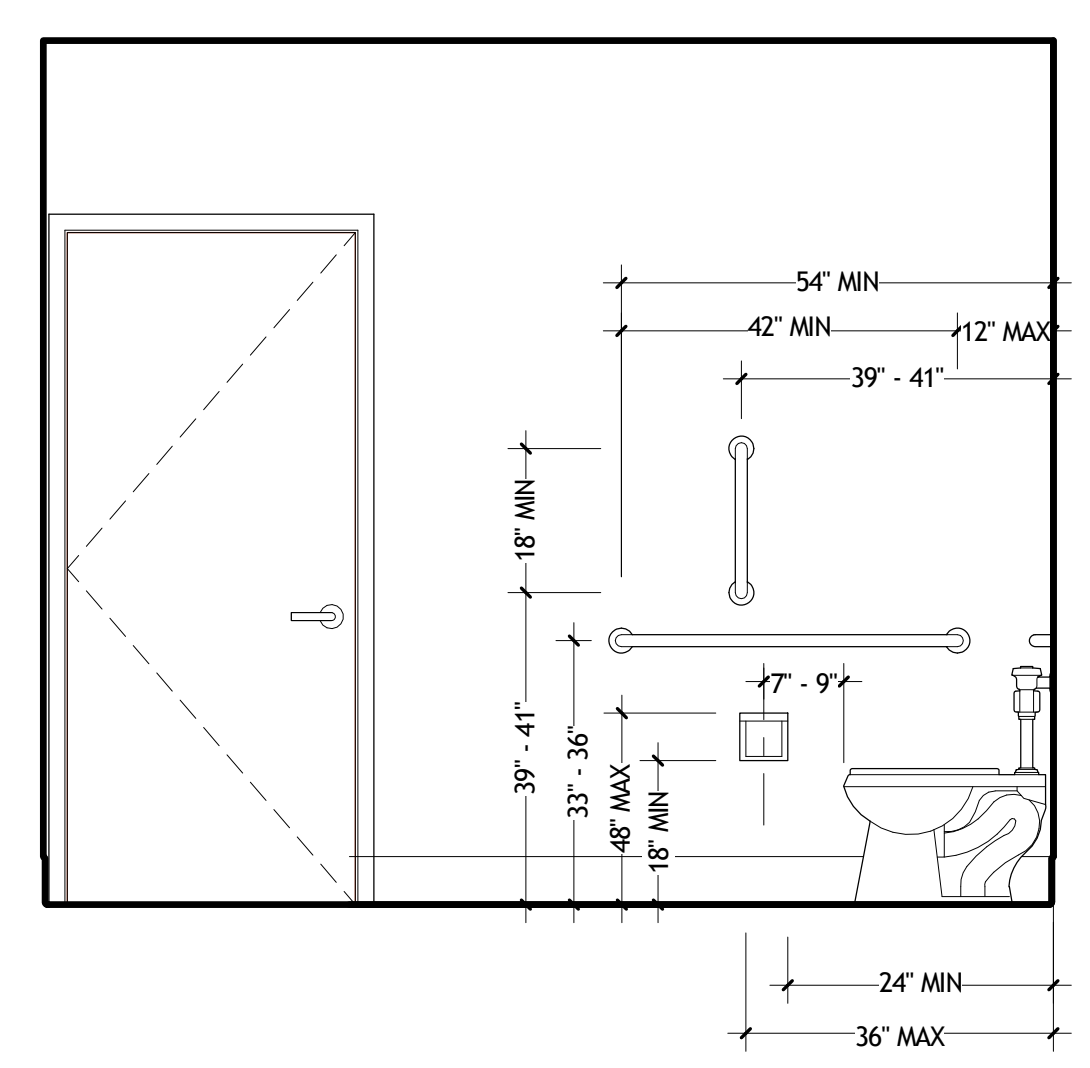
5 KITCHENETTE NORTH
1/2" = 1'-0"



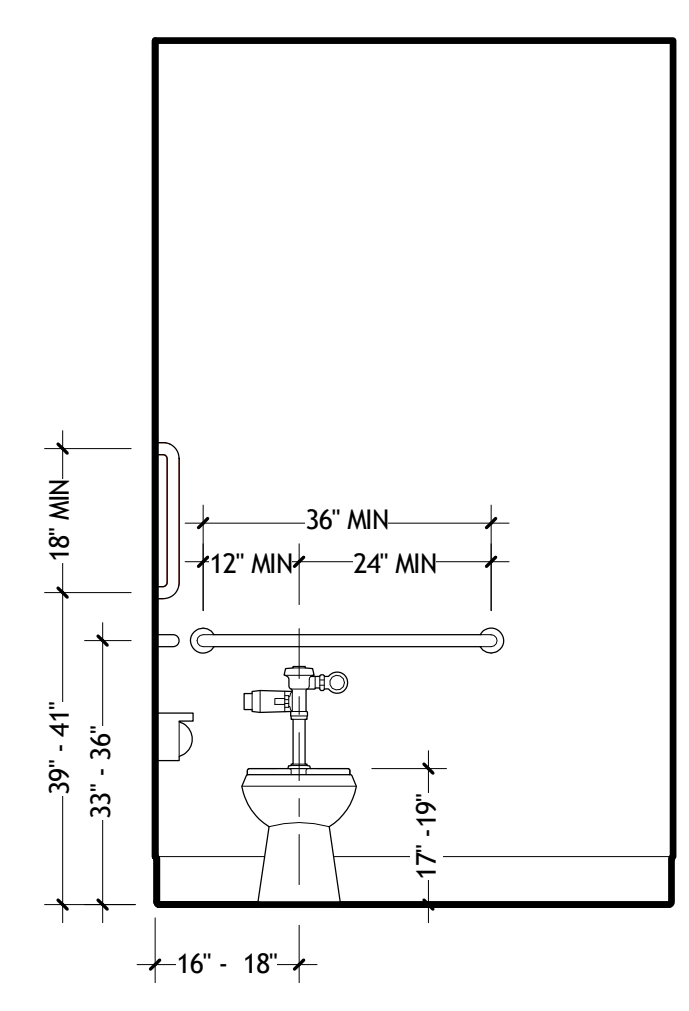
3 KITCHENETTE EAST
1/2" = 1'-0"



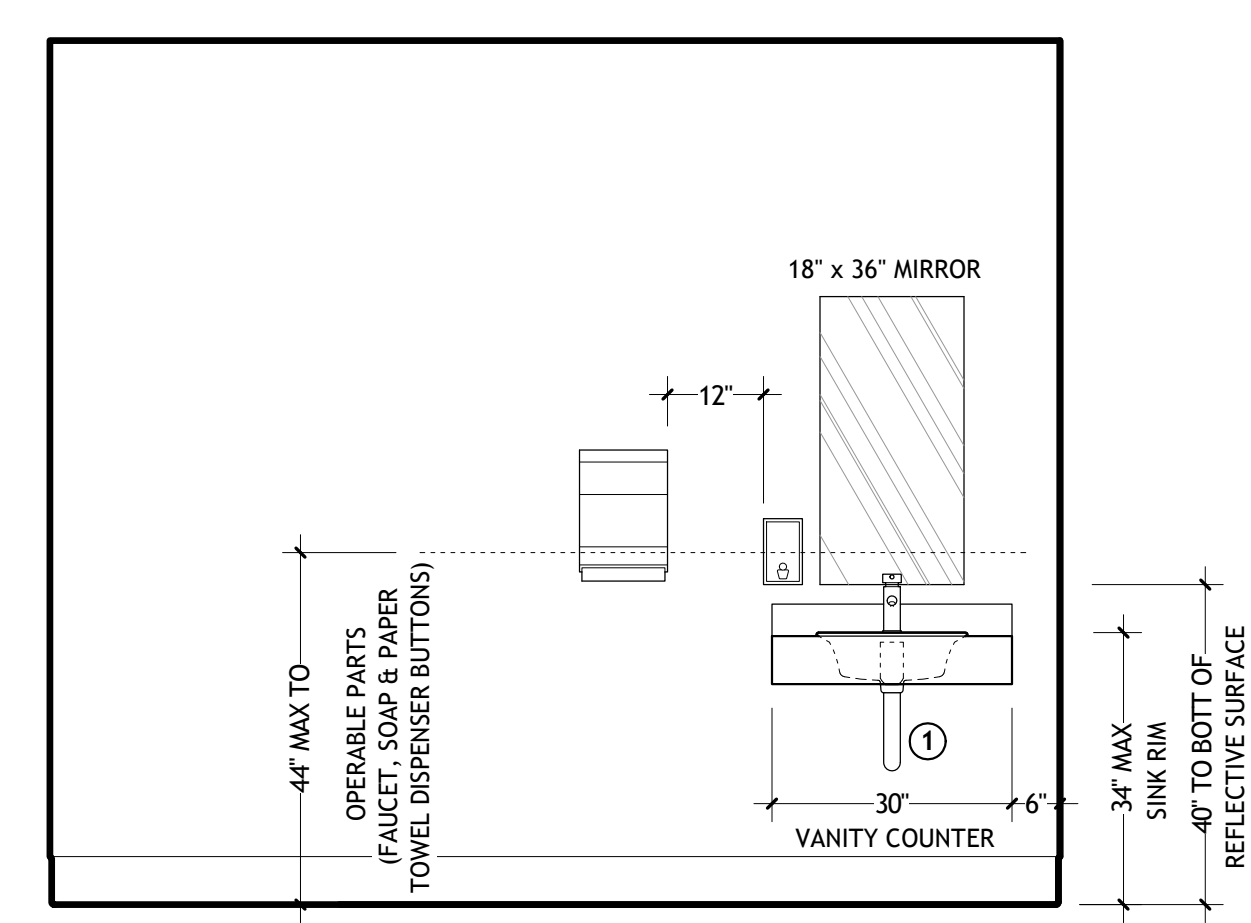
16 TR3 - EAST
1/2" = 1'-0"



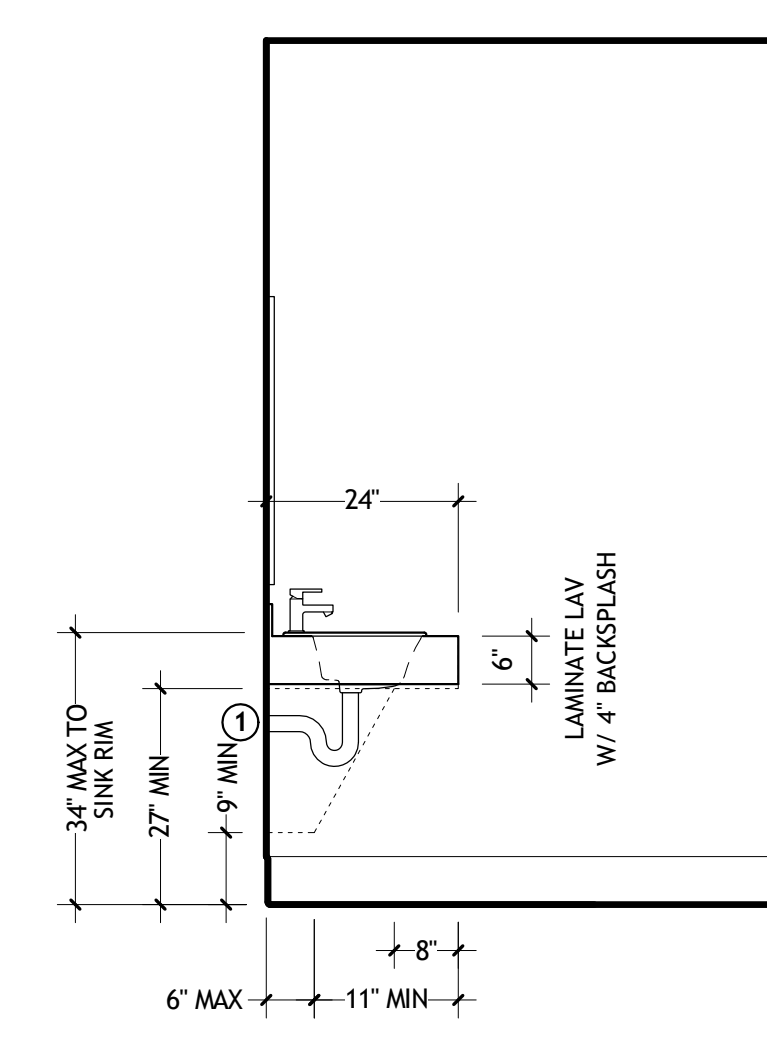
14 TR2 - NORTH
1/2" = 1'-0"



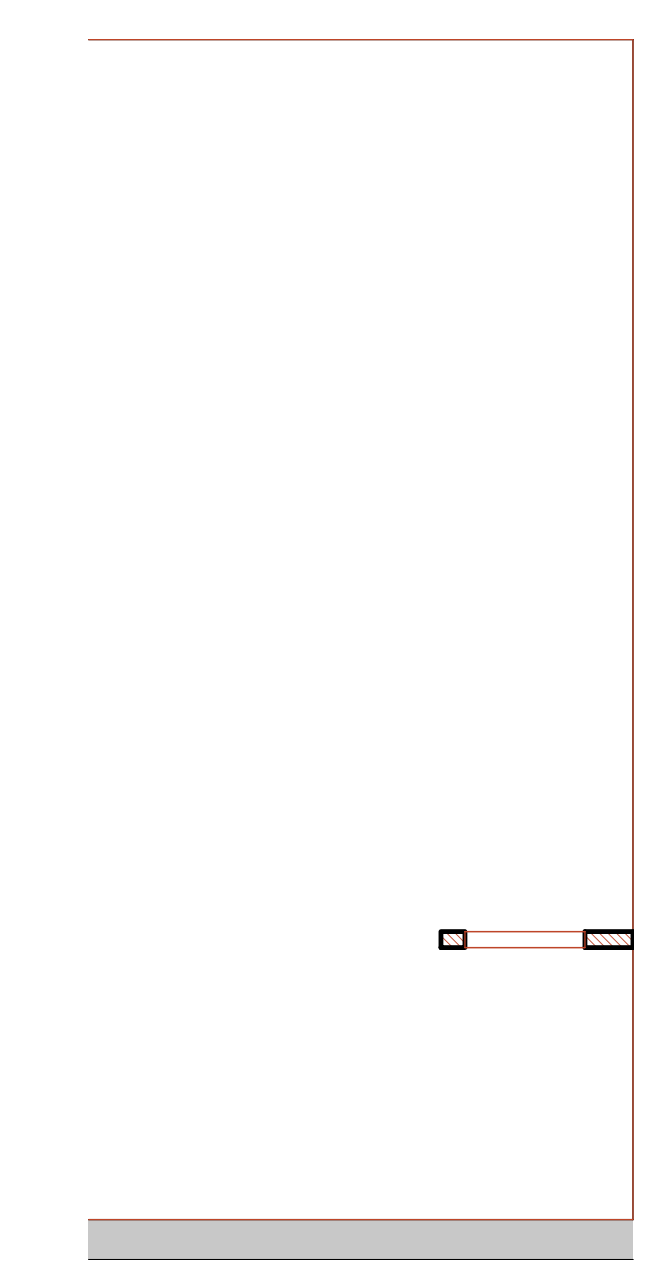
15 TR2 - EAST
1/2" = 1'-0"



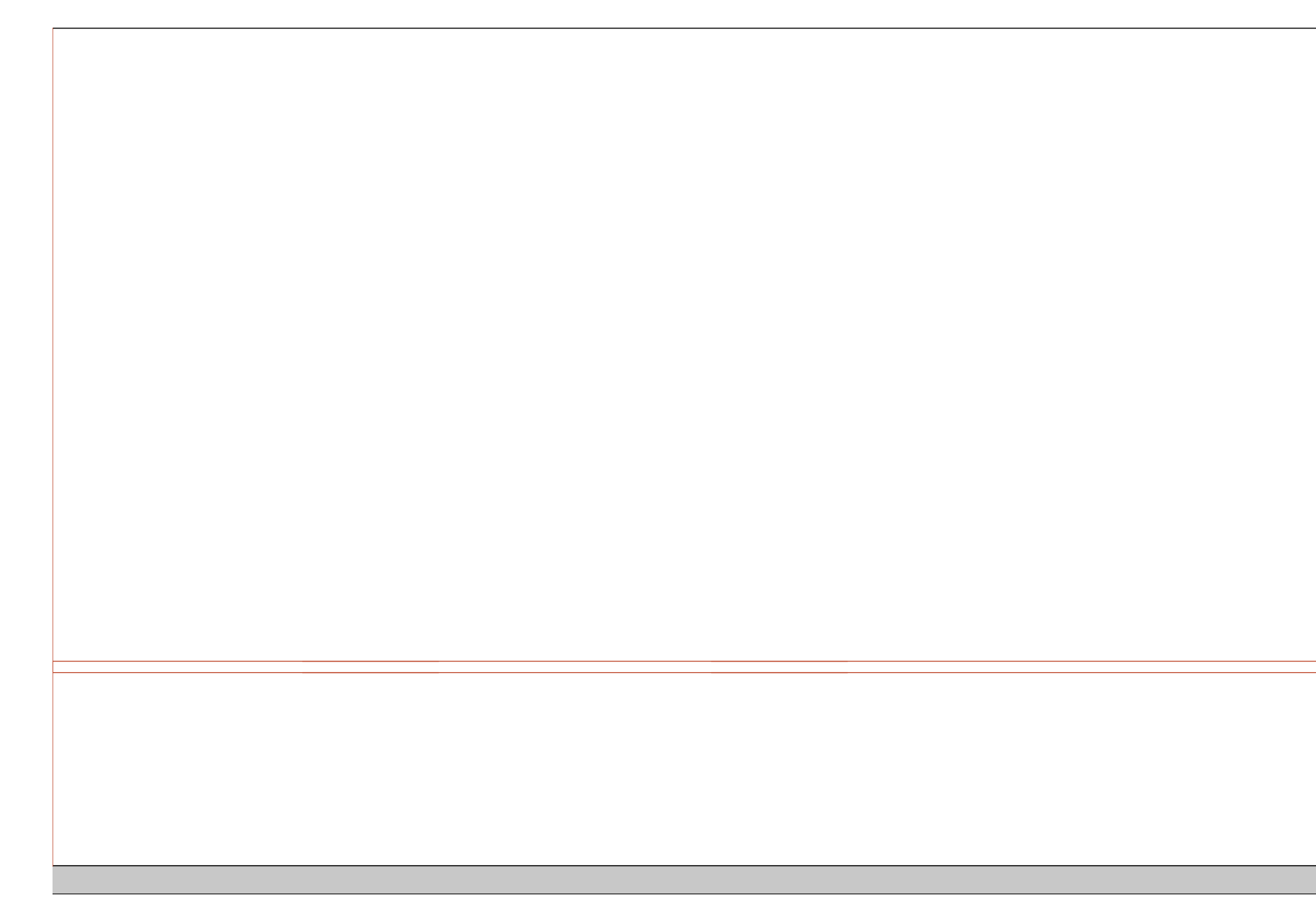
13 TR2 - SOUTH
1/2" = 1'-0"



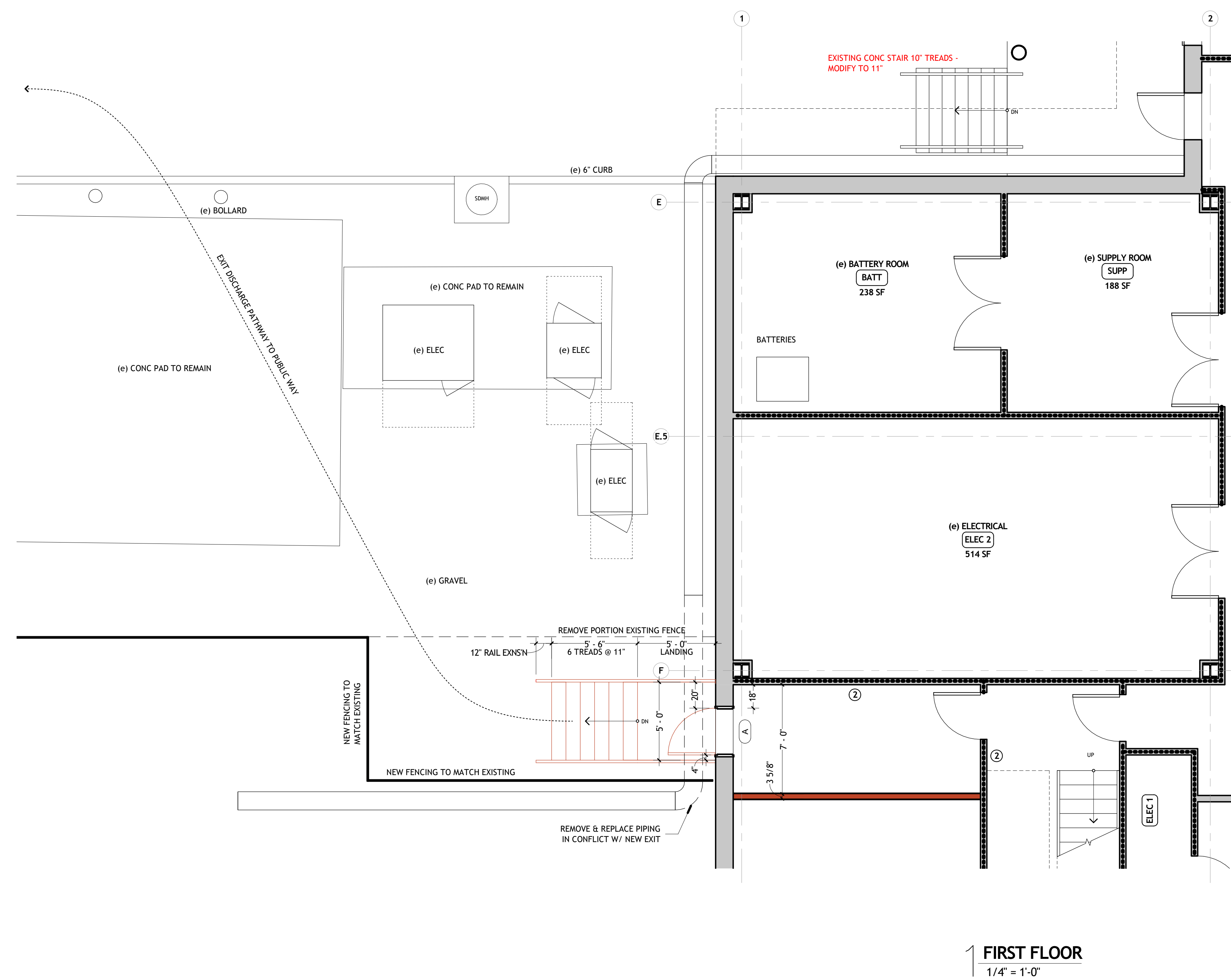
1 TR2 - WEST
1/2" = 1'-0"



17 C29 - CASEWORK NORTH
1/2" = 1'-0"



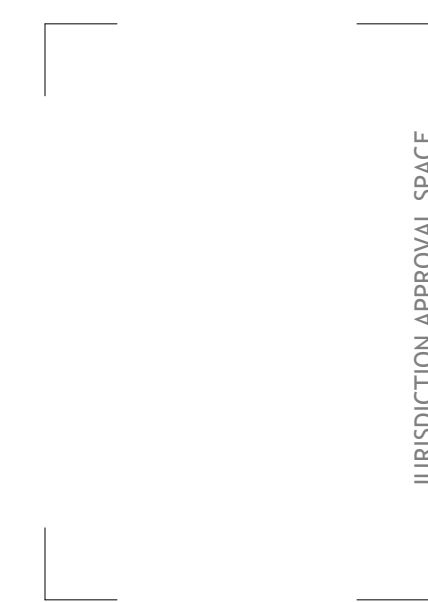
18 C29 - CASEWORK EAST
1/2" = 1'-0"



1 FIRST FLOOR
1/4" = 1'-0"

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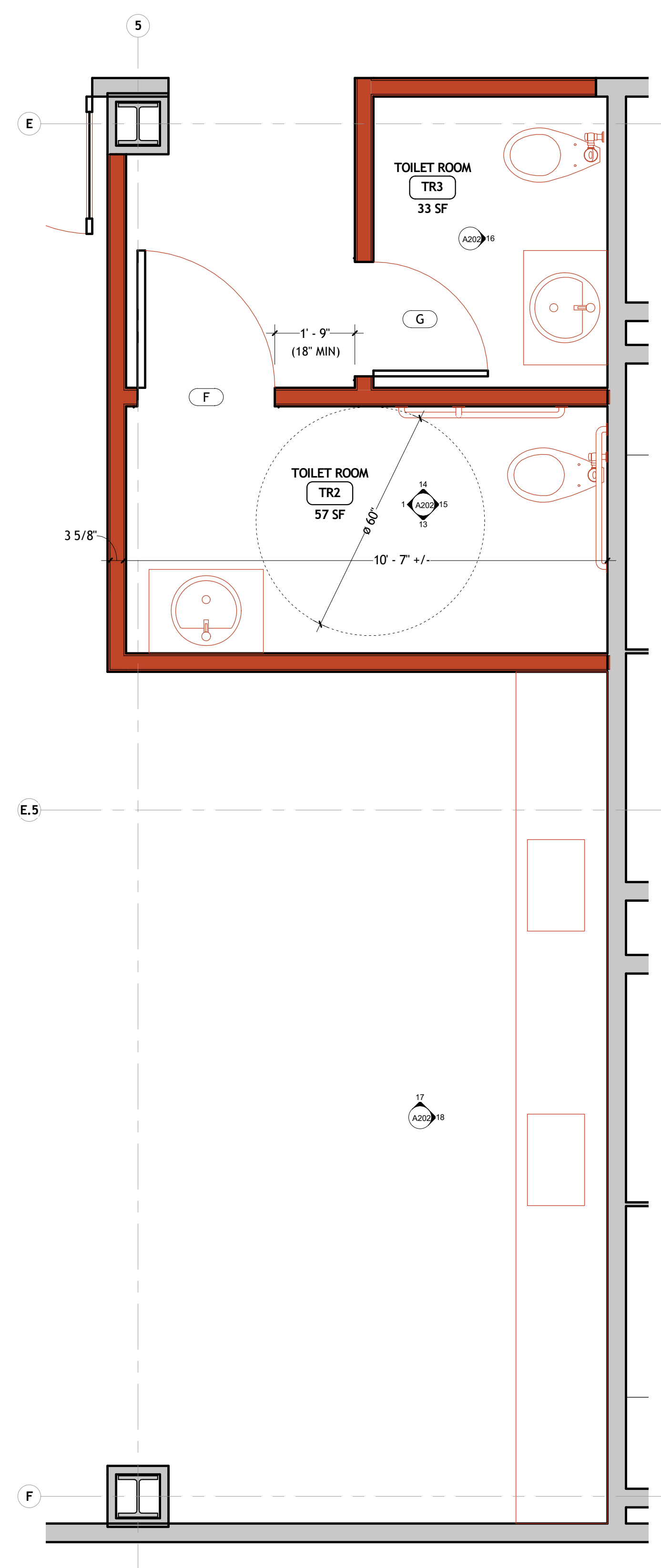
777 E MAGNESIUM ROAD
SPOKANE, WA 99208



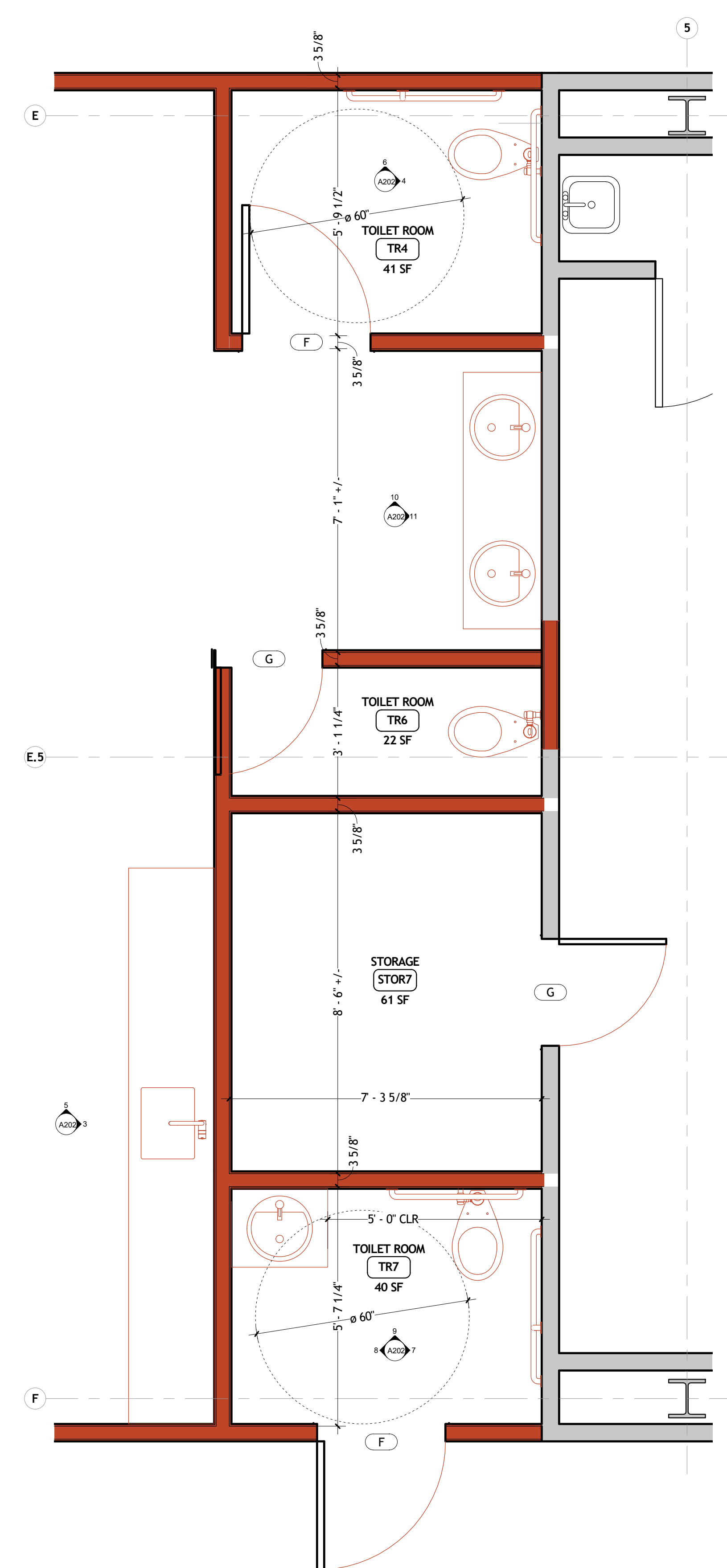
SCHEMATIC
1/13/20

ENLARGED
WEST FIRST
FLOOR
EGRESS PLAN

A401



1 FIRST FLOOR NEW TOILET ROOMS & CLASSROOM SINKS
1/2" = 1'-0"



2 SECOND FLOOR NEW TOILET ROOMS & KITCHENETTE
1/2" = 1'-0"

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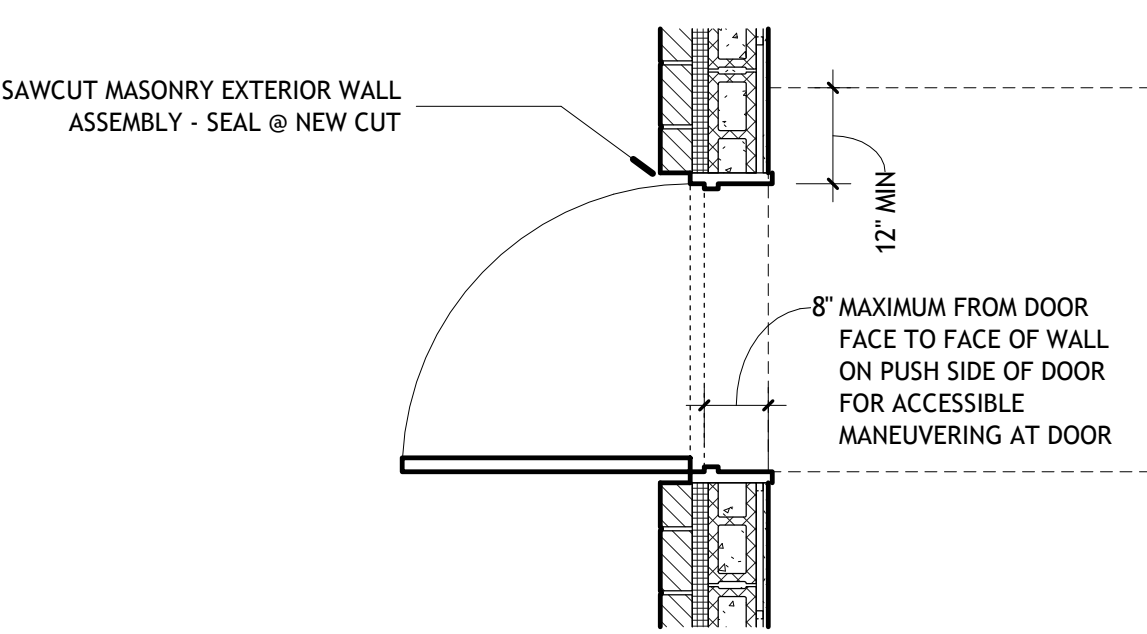
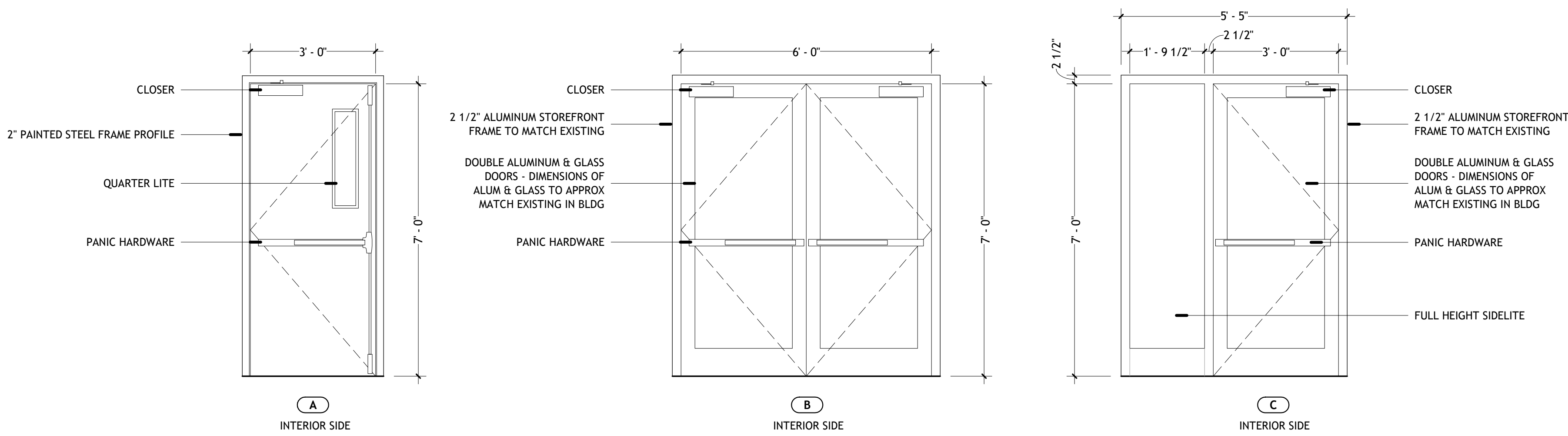


SCHEMATIC
1/13/20

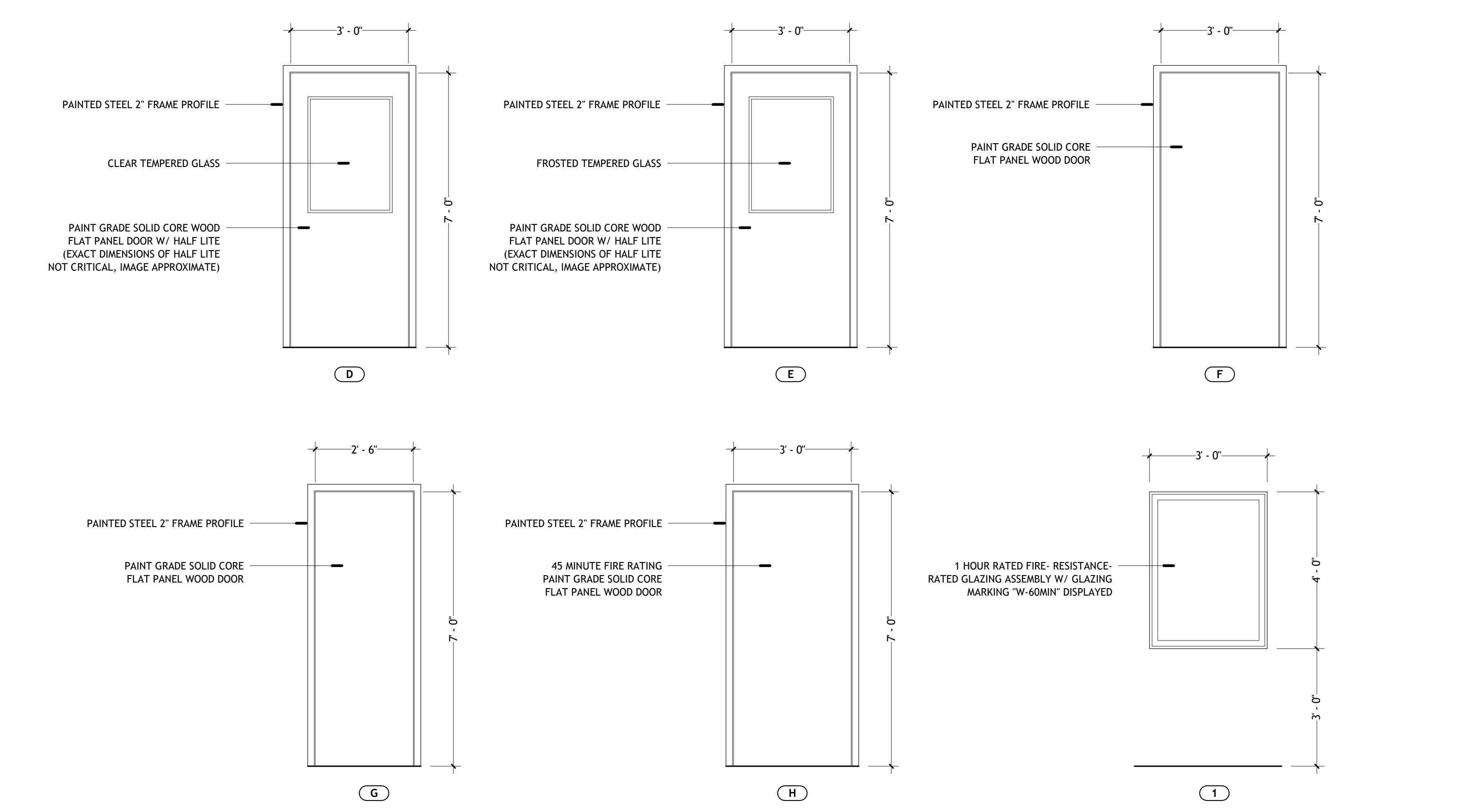
ENLARGED
ACCESSIBILITY
PLANS

A402

EXTERIOR DOORS



INTERIOR DOORS



DOOR & WINDOW SCHEDULES FORTHCOMING

ABBRV	NAME	MFR	PRODUCT ID	DESCRIPTION
CONC 1				
GW				

NUMBER	NAME	AREA	WALLS				BASE	FLOOR	CEILING	CABINET / COUNTERTOP	COMMENTS
			NORTH WALL	SOUTH WALL	EAST WALL	WEST WALL					
C1	CLASSROOM	984 SF									
C2	CLASSROOM	967 SF									
C3	CLASSROOM	914 SF									
C4	CLASSROOM	871 SF									
C5	CLASSROOM	871 SF									
C7	CLASSROOM	891 SF									
C8	CLASSROOM	870 SF									
C9	CLASSROOM	942 SF									
C10	CLASSROOM	941 SF									
C11	CLASSROOM	877 SF									
C12	CLASSROOM	880 SF									
C13	CLASSROOM	877 SF									
C14	CLASSROOM	911 SF									
C15	CLASSROOM	870 SF									
C16	CLASSROOM	809 SF									
C17	CLASSROOM	962 SF									
C18	CLASSROOM	921 SF									
C19	CLASSROOM	919 SF									
C20	CLASSROOM	917 SF									
C21	CLASSROOM	822 SF									
Co	CONFERENCE	277 SF									
DATA	(e) DATA ROOM	234 SF									
ELEC6	(e) ELECTRICAL	42 SF									
ELEC7	(e) ELECTRICAL	36 SF									
ELEC8	(e) ELECTRICAL	68 SF									
F3	FLEX SPACE	698 SF									
F5	FILE STORAGE	135 SF									
M2	(e) MALE WC	254 SF									
MOP2	(e) MOP ROOM	36 SF									
N1	NURSE	208 SF									
O1	OFFICE	266 SF									
O2	(e) OFFICE	230 SF									
O3	(e) OFFICE	232 SF									
O4	OFFICE	233 SF									
O5	OFFICE	212 SF									
O6	OFFICE	156 SF									
O7	OFFICE	224 SF									
O8	OFFICE	211 SF									
O9	OFFICE	210 SF									
O10	OFFICE	280 SF									
STOR5	(e) STORAGE	35 SF									
STOR6	(e) STORAGE	26 SF									
STOR7	STORAGE	61 SF									
STOR8	STORAGE	96 SF									
TR4	TOILET ROOM	41 SF									
TR5	(e) TOILET ROOM	26 SF									
TR6	TOILET ROOM	22 SF									
TR7	TOILET ROOM	40 SF									
TW	TEACHER WORK	653 SF									
W2	(e) FEMALE WC	264 SF									

NUMBER	NAME	AREA	WALLS								BASE	FLOOR	CEILING	CABINET	CTOP	COMMENTS
			NORTH		EAST		SOUTH		WEST							
			MTL	FNISH	MTL	FNISH	MTL	FNISH	MTL	FNISH						
BATT	(e) BATTERY ROOM	238 SF														
C24	CLASSROOM	891 SF	GW	PT 1	(e)	PT 1	GW	PT 1	GW	PT 1	(e)	RB 1	CPT 1	(e)		
C25	CLASSROOM	888 SF	GW	PT 1	(e)	PT 1	GW	PT 1	GW	PT 1	(e)	RB 1	CPT 1	(e)		
C26	CLASSROOM	917 SF	(e)	PT 1	(e)	PT 1	GW	PT 1	GW	PT 1	(e)	RB 1	CPT 1	(e)		
C27	CLASSROOM	869 SF	(e)	PT 1	GW	PT 1	GW	PT 1	GW	PT 1	(e)	RB 1	CPT 1	(e)		
C28	CLASSROOM	894 SF	GW	PT 1	(e)	PT 1	(e)	PT 1	GW	PT 1	(e)	RB 1	CPT 1	(e)		
C29	CLASSROOM	829 SF	(e)	PT 1	(e)	PT 1	(e)	PT 1	(e)	PT 1	(e)	RB 1	LNLM 1	(e)	LAM 1	LAM 2
DATA	(e) SERVER ROOM	607 SF														
DISH	(e) DISHROOM	170 SF														
D5	(e) DRY STORAGE	501 SF														
E1	ELECTIVE	1140 SF														
E2	ELECTIVE	934 SF														
E3	ELECTIVE	906 SF														
E4	ELECTIVE	854 SF														
ELEC	(e) ELEV EQUIP	192 SF														
ELEC 1	(e) ELECTRICAL	42 SF														
ELEC 2	(e) ELECTRICAL	514 SF														
ELEC 3	(e) ELECTRICAL	347 SF														
ELEC 4	(e) ELECTRICAL	41 SF														
ELEC 5	(e) ELECTRICAL	68 SF														
ENTRY 1	ENTRY 1															
F4	FLEX SPACE	2278 SF														
HALL 1	HALL 1		GW	PT 1	GW	PT 1	GW	PT 1	(e)	PT 1	(e)	RB 1	CPT 1	(e)		
HALL 2	HALL 2		(e)	PT 1	(e)	PT 1	(e)	PT 1	GW	PT 1	(e)	RB 1	LNLM 1	(e)		
HALL 3	HALL 3															
HALL 4	HALL 4															
HALL 5	HALL 5															
HALL 6	HALL 6															
HALL 7	HALL 7		(e)	N/A	GW	PT 1	GW	PT 1	(e)	PT 1	(e)	RB 1	LNLM 1	(e)		FIRE RATED EXIT PASSAGEWAY
KIT	(e) KITCHEN	1018 SF														
M 1	(e) MALE WC	196 SF														
MECH 1	(e) MECHANICAL	428 SF														
MOP 1	(e) MOP ROOM	36 SF														
MPR 1	MULTI PURPOSE ROOM	4146 SF	(e)	PT 1	(e)	PT 1	(e)	PT 1	(e)	PT 1	(e)	RB 1	CONC 1	(e)		
MPR 2	MULTI PURPOSE ROOM	1553 SF														
O9	(e) OFFICE	512 SF														
O10	(e) OFFICE	258 SF														
O11	(e) OFFICE	78 SF														
PE 1	PE SPACE	3072 SF														
PE 2	PE SPACE	4573 SF	GW	PT 1	(e)	(e)	(e)	(e)	(e)	(e)	(e)	(e)	(e)	(e)		
SEVY	(e) SERVERY	1168 SF														
SPRINK	(e) DRY SPRINKLER	38 SF														
STAIR 1	STAIR 1			N/A	GW	PT 1		N/A	(e)	PT 1	(e)	RB 1	LNLM 1	ACT 1		
STAIR 2	STAIR 2															
STAIR 3	STAIR 3															
STOR1	(e) STORAGE	344 SF														
STOR2	STORAGE	434 SF	GW	PT 1	(e)	PT 1	GW	PT 1	(e)	PT 1	(e)	(e)	(e)			
STOR3	(e) STORAGE	97 SF														
STOR4	(e) STORAGE	93 SF														
STOR5	(e) STORAGE	99 SF														
STOR6	STORAGE	179 SF	(e)	PT 1	(e)	PT 1	(e)	PT 1	GW	PT 1	(e)	(e)	(e)			
SUPP	(e) SUPPLY ROOM	188 SF														
TR 1	(e) TOILET ROOM	22 SF														
TR 2	TOILET ROOM	64 SF	GW	PT 2	GW	PT 2	GW	PT 2	GW	PT 2	RB 1	LNLM 1	GW	PT 2	LAM 2	
TR 3	TOILET ROOM	33 SF	GW	PT 2	GW	PT 2	GW	PT 2	GW	PT 2	RB 1	LNLM 1	GW	PT 2	LAM 2	
W 1	(e) FEMALE WC	207 SF														
W1 1	(e) WALK IN COOLER	56 SF														
W1 2	(e) WALK IN COOLER	56 SF														

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SCHEDULES
& DOOR &
WINDOW
TYPES

A501

Cover Sheet

Journey Lease Buyout Response

Section: VII. Facility
Item: C. Journey Lease Buyout Response
Purpose: Discuss
Submitted by: Travis Franklin
Related Material: Journey Lease Buyout Letter.pdf



JOURNEY CHURCH

4224 E. 4th Ave. Spokane, WA 99202

info.journeyspokane@gmail.com

509.535.9035

Spokane International Academy,

January 6, 2020

We here at Journey Church have enjoyed and appreciated having S.I.A. as a close neighbor and tenant over the last three school years. I received your 9/25/2019 "Notice of potential move" letter and understand that with the finalization of S.I.A.'s deal to consolidate its campuses to a single North-side location that S.I.A. will no longer require the use of the space it has been leasing from Journey Church.

Under the terms of the 8/19/2019 "Lease Extension to Spokane International Academy" agreement, S.I.A. has committed to leasing the space for the 2020 - 2021 academic year which includes the obligation to make monthly lease payments for September 2020 through August 2021 even if that space ends up not being needed.

In order to help both parties close out the financial books on the 2020 - 2021 academic year's lease early and in a way that we hope will financially benefit both parties, Journey Church would like to propose the following: In exchange for 1) S.I.A.'s making a single lump sum pre-payment to cover the 2020 - 2021 academic year's obligated lease payments, and 2) S.I.A.'s leaving behind the six installed whiteboard and electronic whiteboard projector sets (with accompanying peripherals, instruction / owner's manuals, and software required to use the equipment) which are set up in the classrooms, Journey Church will agree to a reduction of the full year's lease payments commitment to only ten of the twelve months' lease payments amount.

Sincerely,

Bryan Herrick
Senior Pastor
Journey Church

Cover Sheet

New Board Member - Veronica Wise

Section: IX. Governance
Item: A. New Board Member - Veronica Wise
Purpose: Vote
Submitted by: Travis Franklin
Related Material: Veronica Wise short bio.pdf

RECOMMENDATION:
Vote to add Veronica to the SIA board

Veronica Wise, J.D.

Veronica Wise holds a Bachelor of Science in Psychology from Washington State University, and a Juris Doctor from University of Idaho College of Law. She maintains an active license with the Washington State Bar association and is also a trained mediator. Prior to relocating to Spokane, she worked in the business/legal department for Battelle negotiating government contracts and commercial leases for the Pacific Northwest National Laboratory in Richland, WA. In 2011 Veronica and her family relocated to Spokane. After the relocation she took time off from full time employment to be with her family but continued to take a few clients part time consulting on government programs.

Her volunteer activities include working as a Court Appointed Special Advocate for Children, board member for Rascal Rodeo (an organization that puts on rodeos for people with mental and physical disabilities all over the northwest) and she currently holds the Vice President position on the Community Advisory Team (the parent teacher association) at SIA.

She currently has three children at home, two of them attend SIA.

Attachments

The following files are attached to this PDF: You will need to open this document in an application that supports attachments (i.e. [Adobe Reader](#)) in order to access these files.

Jan PR Board Report.rtf

Jan AP Board Report.rtf

Jan Mid Mo AP Board Report.rtf

Private ck register.xlsx