



Pacific Coast Academy

Regular Scheduled Board Meeting

Date and Time

Thursday October 21, 2021 at 5:00 PM PDT

Location

13915 Danielson St. #200, Poway, CA 92064

Meeting In Person

PCA Office

13915 Danielson St. #200 Poway, CA 92064

Meeting via Teleconference

Zoom Link

<https://us06web.zoom.us/j/81714154221>

Meeting ID:

817 1415 4221

Join by Phone

(669) 900-6833

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:00 PM
A. Call the Meeting to Order		Kelly Durso	1 m
B. Roll Call of Board Members		Kelly Durso	1 m
C. Approval of Agenda	Vote	Kelly Durso	1 m
D. Public Comments			5 m
E. Scholastic Award Student Recognition		Megan Perkins	5 m
F. Executive Director's Report		Krystin Demofonte	10 m

	Purpose	Presenter	Time
II. Finance			5:23 PM
A. ESSER III Plan	Vote	Rupi Boyd	10 m
B. ESSER III Assurances	Vote	Shari Erlendson	5 m
C. Fall 2021 Stimulus Reporting	FYI	Tyler Myers	5 m
III. Operations			5:43 PM
A. Vendor Requirements	FYI	Brooke Peterson	5 m
B. Assessment Location Lease	Vote	Shari Erlendson	5 m
C. Memorandum of Understanding (MOU) Regarding the Corona Pointe Lease	Vote	Shari Erlendson	5 m
IV. Other Business			5:58 PM
A. Covid-19 Testing Policy	Vote	Krystin Demofonte	5 m
B. CSEC Committee Updates	Discuss	Benjamin Fung	3 m
C. Update from CFO	FYI	JD Luckesen	5 m
D. Board Development	Discuss	Kelly Durso	15 m
V. Consent Agenda			6:26 PM
The items below form our consent agenda. The items are considered by the Executive Director to be of a routine nature and are acted on with one motion. Any recommendation may be removed at the request of any Board Member and placed under new and/or unfinished business. The last item in this section is a single vote to approve the items en masse.			
A. Approve Minutes	Approve Minutes		
Approve minutes for Regular Scheduled Board Meeting on August 28, 2021			
B. September 2021 Financial Report			
C. 2021-2022 Compensation Policy			
D. Approve Consent Agenda	Vote		1 m
This Is The Vote To Approve The Consent Agenda Items.			
VI. Closing Items			6:27 PM
A. Announcement of Next Scheduled Meeting December 9	FYI	Kelly Durso	1 m
B. Adjourn Meeting	Vote		

Prepared By:
Jennifer Faber

Noted By:

Board Secretary

Public comment rules: Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option to communicate with the administrative team your desire to address the board or simply communicate orally your desire to address the board when the board asks for public comments. Speakers may be called in the order that requests are received. We ask that comments are limited to 2 minutes each, with no more than 15 minutes per single topic so that as many people as possible may be heard. If a member of the public utilizes a translator to address the board, those individuals are allotted 4 minutes each. If the board utilizes simultaneous translation equipment in a manner that allows the board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

Note: Pacific Coast Academy Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Pacific Coast Academy Office at [\(619\) 749-1928](tel:6197491928) at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

Cover Sheet

Scholastic Award Student Recognition

Section: I. Opening Items
Item: E. Scholastic Award Student Recognition
Purpose: FYI
Submitted by:

BACKGROUND:

The Scholastic Award is earned by students who scored as close to 100% on either the English Language Arts or Mathematics Smarter Balanced Assessment in California (SBAC) based on their grade level.

The SBAC is given to students in 3rd-8th and 11th grade as an end-of-the-year assessment

Our goal for all students and student groups is to see progress from year-to-year.

Cover Sheet

Executive Director's Report

Section:	I. Opening Items
Item:	F. Executive Director's Report
Purpose:	FYI
Submitted by:	
Related Material:	PCA Executive Director Report - 10_21_21.pdf



Pacific Coast Academy

Executive Director's Report
October 21, 2021

New Hires

Esmeralda Sandoval - Enrichment Returns Specialist

Peter Hirota - Enrollment & Compliance Specialist

Sarah Nelson - Homeschool Teacher

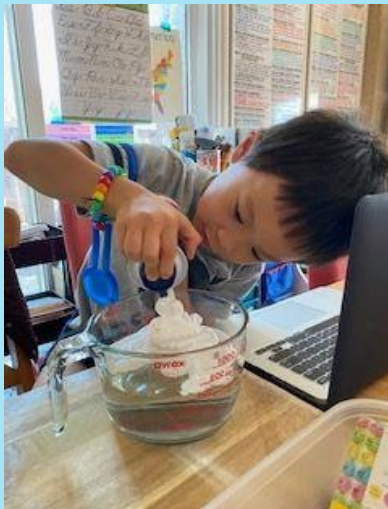
Stephanie Knobloch - Education Specialist

Valerie Cowan - Education Specialist

PCA Community

Elevate!

LP2 Average Attendance for all Elevate classes 660 students per week



Weather Science



Apple STEM Elective



Fall Leaf Art Elective

What parents are saying:

- “She has been enjoying these classes SO MUCH! Thank you for all your time and effort to making these fun and engaging.” ~ Gully Family
- “The teacher was excellent. She was able to keep the little ones engaged and learning through Zoom which is a feat in and of itself. These classes are amazing for new homeschooling Moms such as me who are struggling with where to begin and may not be the best teacher.” ~ Powell Family

PCA Commur

Elevate Community Park Days



"Build it!" Park Day, Sept 24

Parent Feedback Survey: Average 4.5 rating (scale of 1-5)

What families love:

- Making friends
- Hands-on, learning activities
- Games

PCA Community

Click to

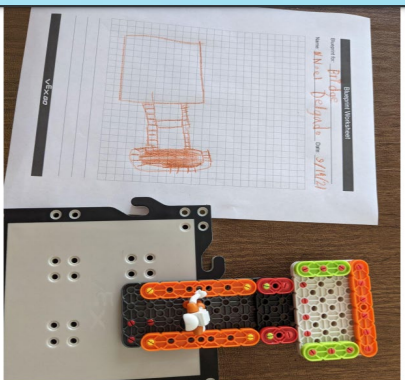
Explore with us!

SPARK Online Classes

“Spark the adventure...Spark the learning”

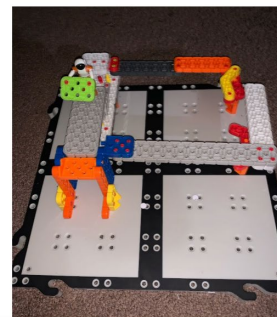
VEX GO! ROBOTICS Grade 2-4

NOEL DELGADO
BRIDGE



ADRIAN FLORES

BRIDGE



PCA Community

SPARK Online Classes

BIOME PROJECT Science Grade 4



PCA Community



Story Character pumpkin contest

Students are working on
their Story Character
Pumpkins to enter in our
contest. We've received
some great entries
already!



Picture Days

Picture Day events
continue throughout the
county! We've had a
great response from
families.



Thanksgiving Card Exchange

We'll be hosting another
Thanksgiving Card
Exchange for our
students this year!

A blue circular logo with a white border and the text "ENROLL NOW!" in white capital letters.

ENROLL
NOW!

Enrollment

Current Enrollment: 4,552

Students in Process of Enrolling: 23

Students Remaining on Waitlist: 286

Testing & Assessment

STAR 360 New enrollees are asked to complete within the first 2 weeks of enrollment

- Fall window - we will be pulling data at the end of October for those who were enrolled by the end of September - currently working on data clean-up
- Winter Window - will be 12/1/21-12/17/21

Testing Leads Testing Leads and Director of Testing attended California Assessment Conference on Oct 12-Oct 14, 2021. We will use to debrief and bring ideas to different teams.

State Tests

- We will be focusing on Remote Testing for a majority of our student population.
 - Chromebooks were provided without use of Planning Amounts to students in grades 3-8 if they chose this option
 - A majority of teachers have administered a remote test in the 2020-2021 school year
 - Training for new teachers and reminder trainings are upcoming



Parent Engagement Great discussion at our September 28th meeting.

We will be hosting a Test Taking Strategies Parent Engagement on October 27th at 11:00.



Thank you!

Cover Sheet

ESSER III Plan

Section: II. Finance
Item: A. ESSER III Plan
Purpose: Vote
Submitted by:
Related Material: PCA ESSER III Expenditure Plan.pdf

BACKGROUND:

Subject: Elementary and Secondary School Emergency Relief (ESSER) Funds.
Background: The federal American Rescue Plan Act (ARP) provides a third round of COVID-19 related funds in the form of Elementary and Secondary School Emergency Relief (ESSER) Funds. Previous rounds of COVID related funds include the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act).

Local Educational Agencies (LEAs) receiving ESSER III funds must formally approve an Expenditure Plan at a public hearing before October 29, 2021. Please see attached. The Expenditure Plan reports how an LEA will use our ESSER III funds. LEAs may use ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by COVID-19. Of note, LEA must spend at least 20% of ESSER III funds to address learning loss. Each school has until September 30, 2024, to spend ESSER III funds, and may retroactively charge expenditures to it (to March 13, 2020).

The total ESSER allotment is:
PCA \$3,592,335

California Department of Education
July 2021

ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Pacific Coast Academy	Krystin Demofonte Executive Director	krystin.demofonte@pacificcoastacademy.org (619) 749-1928

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

For more information please see the Instructions.

Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
Local Control and Accountability Plan (LCAP)	School Website: https://pacificcoastacademy.org/
Learning Continuity and Attendance Plan	School Website: https://pacificcoastacademy.org/

Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

Total ESSER III funds received by the LEA

\$3,592,335

Plan Section	Total Planned ESSER III Expenditures
Strategies for Continuous and Safe In-Person Learning	\$ 125,000
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	\$ 3,467,335
Use of Any Remaining Funds	\$ 0.00

Total ESSER III funds included in this plan

\$3,592,335

Community Engagement

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA's ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

During the 2020-2021 school year, we facilitated opportunities for Pacific Coast Academy (PCA) parents, students, and stakeholders to provide feedback/input/suggestions specific to the Learning Continuity and Attendance Plan and the Local Control Accountability Plan (LCAP). Opportunities to provide feedback include virtual meetings and surveys. At the beginning of the 2021-2022 school year, we solicited feedback from the PCA stakeholders for the ESSER III Expenditure Plan. In conjunction with feedback and input from the prior school year and the recent feedback from stakeholders, PCA developed the ESSER III Expenditure Plan to address the most pressing needs as determined by stakeholder feedback. Stakeholder engagement efforts targeted the following stakeholder groups: students, parents/guardians, administrators, teachers, support staff, ELAC/DELAC, and the parents/guardians of students

with disabilities, students experiencing homelessness, students in foster care, and those eligible for Title 1 services. Further, we administered surveys to all stakeholders (staff, families, students, and community) and analyzed results to identify students in need of academic or social-emotional supports. Furthermore, we advertised our ESSER III approval process, including our regularly scheduled Governing Board meeting on October 21, 2021, and invited public comment.

A description of how the development of the plan was influenced by community input.

Feedback during the 2020-2021 school year concerning the LCAP and Learning Continuity and Attendance Plan is consistent with feedback specific to the ESSER III Expenditure Plan. The main areas of focus as determined by various segments of the school community are listed below. Item 1 is from responses/feedback/input given to the PCA administration during the 2020- 2021 school year and is carried over to this plan as we seek to incorporate mitigation strategies during the 2021-2022 academic year. Items 2- and directly correlate with feedback gathered during the ESSER III Expenditure Plan development process.

1. COVID protection, including testing and personal protective equipment
2. Providing students access to mental health services and supports
3. Summer school and other direct supports to address learning loss

Actions and Expenditures to Address Student Needs

The following is the LEA's plan for using its ESSER III funds to meet students' academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan.

For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

\$ 125,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
[Plan, Goal #, Action #]	COVID safety	Expenditures directly related to COVID testing, including the development and use of a monitoring/tracking system, and personal protective equipment (PPE)	\$125,000

Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

Total ESSER III funds being used to address the academic impact of lost instructional time

\$ 2,857,707

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
[Plan, Goal #, Action #]	Summer School	Funds will be used to provide academic support beyond the regular academic year to enhance learning, provide learning supports, and prepare students for next school year	\$ 300,000
Various portions	Virtual Academy	Funds will be used to extend the typical learning day to help compensate for loss of expected learning. Extended learning day supports will be provided virtually and the content and quantity will be specific to a student's need.	\$ 300,000
Various portions	Social Emotional Supports	Funds will be used to implement trauma-informed practices based on the Collaborative for Academic, Social, and Emotional Learning or CASEL Framework. Results of seminal studies clearly demonstrate students struggle to engage in learning when their basic needs are not met.	\$ 367,335

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
Most of the Learning Continuity and Support Plan	Learning Loss Supports	The pandemic has disrupted educational settings and formal learning structures for students resulting in a significant stagnation of expected learning, commonly referred to as learning loss. In particular, English Learners, students living in poverty, students placed in foster care, students experiencing homelessness, and those with exceptional needs are most vulnerable to the effects of the pandemic resulting in learning loss that exacerbates previous achievement gaps. Funds will be used to address learning loss as needed by students, including increased individual support.	\$2,500,000

Use of Any Remaining Funds

A description of the how the LEA will use any remaining ESSER III funds, as applicable.

Total ESSER III funds being used to implement additional actions

\$ 0.00

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
[Plan, Goal #, Action #]	[Short title of the action]	[A description of the action]	[\$ 0.00]

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic. The following is the LEA’s plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID–19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Summer School	Progress will be monitored by through attendance, quality of participation, the time value and quality of completed assignments, demonstrated academic proficiency (grades and formative assessments)	Daily
Virtual Academy	Progress will be monitored by through attendance, quality of participation, the time value and quality of completed assignments, demonstrated academic proficiency (grades and formative assessments)	Daily
Social Emotional Supports	<p>Our supports mirror California’s multi-tiered system of support framework (MTSS). The MTSS provides a structured approach to providing quality core instruction by aligning all of our resources to support student academic, behavioral, and social success. The primary goal of Tier 1 supports is for all students to receive high-quality, standards-aligned instruction that infuses social emotional learning aspects.</p> <p>When our universal supports are insufficient to address individual academic or behavioral needs, we offer Tier 2 support in addition to Tier 1 support. Tier 2 is strategic, targeted instruction and support provided to some students—those who are not progressing or responding to Tier 1 efforts as expected. We anticipate no more than</p>	Frequency will vary based on support, but at minimum, once per week. Some supports will be monitored daily as needed.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
	<p>15 percent of our students will receive support at this level. The supplemental instruction provided in Tier 2 may be an extension of the core curriculum in Tier 1 or may include instruction and materials specifically designed for temporary intervention.</p> <p>Our Tier 3 support consists of intensive intervention in addition to Tier 1 and 2 support. We anticipate approximately 5 percent of our students will need this level of support. We find that students who receive these services often experience difficulty with social-emotional needs or with the core curriculum and have not benefitted sufficiently from Tier 2 supplemental instruction. More intensive, Tier 3 support is typically provided individually, at a different pace than Tier 2 instruction, and for an extended length. The goal of Tier 3 support is to accelerate students' progress so they can return to and succeed in the core instructional program, that is, Tier 1.</p>	
Learning Loss Supports	Progress will be monitored by through attendance, quality of participation, the time value and quality of completed assignments, demonstrated academic proficiency (grades and formative assessments)	Daily

ESSER III Expenditure Plan Instructions

Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
 - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at <https://www.cde.ca.gov/fg/cr/arpact.asp>.

For technical assistance related to the ESSER III Expenditure Plan template and instructions, please contact LCFF@cde.ca.gov. For all other questions related to ESSER III, please contact EDReliefFunds@cde.ca.gov.

Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.

- For purposes of this requirement, “evidence-based interventions” include practices or programs that have evidence to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:
 - **Tier 1 – Strong Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented randomized control experimental studies.
 - **Tier 2 – Moderate Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented quasi-experimental studies.
 - **Tier 3 – Promising Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
 - **Tier 4 – Demonstrates a Rationale:** practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.
- For additional information please see the Evidence-Based Interventions Under the ESSA web page at <https://www.cde.ca.gov/re/es/evidence.asp>.
- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
 - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
 - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
 - Any activity authorized by the Adult Education and Family Literacy Act;
 - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
 - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
 - Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
 - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
 - Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;
 - Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
 - Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under

IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;

- Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
- Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
- Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;
- Addressing learning loss among students, including underserved students, by:
 - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
 - Implementing evidence-based activities to meet the comprehensive needs of students,
 - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
 - Tracking student attendance and improving student engagement in distance education;

Note: A definition of “underserved students” is provided in the Community Engagement section of the instructions.

- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
- Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;
- Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
- Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

Other LEA Plans Referenced in this Plan

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of “Not Applicable” in the table.

Summary of Expenditures

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

Instructions

For the ‘Total ESSER III funds received by the LEA,’ provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the ‘Total ESSER III funds included in this plan,’ provide the total amount of ESSER III funds being used to implement actions in the plan.

Community Engagement

Purpose and Requirements

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA’s plan must be tailored to the specific needs faced by students and schools. These community members will have significant insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID–19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;

- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

“Meaningful consultation” with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
 - For purposes of this requirement “underserved students” include:
 - Students who are low-income;
 - Students who are English learners;
 - Students of color;
 - Students who are foster youth;
 - Homeless students;
 - Students with disabilities; and
 - Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE’s website: <https://www.cde.ca.gov/re/lc>.

Instructions

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of "meaningful consultation" with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

A description of the how the development of the plan was influenced by community input.

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA's plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, "aspects" may include:
 - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;
 - Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);
 - Any other strategies or activities implemented with the LEA's ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and
 - Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education's Roadmap to Reopening Safely and Meeting All Students' Needs Document, available here: <https://www2.ed.gov/documents/coronavirus/reopening-2.pdf>.

Planned Actions and Expenditures

Purpose and Requirements

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

Instructions

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

Strategies for Continuous and Safe In-Person Learning

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Addressing the Impact of Lost Instructional Time

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".

- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Use of Any Remaining Funds

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students' academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students' academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate "\$0".

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID-19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions' progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

California Department of Education
June 2021

Cover Sheet

ESSER III Assurances

Section: II. Finance
Item: B. ESSER III Assurances
Purpose: Vote
Submitted by:
Related Material:
Confirmation - ESSER III Assurances (CA Dept of Education).pdf

BACKGROUND:

Pacific Coast Academy has signed the ESSER III assurances acknowledging agreement to follow the outlined guidelines for the appropriated funds.

ESSER III Assurances



ESSER III was allocated through the American Rescue Plan Act of 2021 to assist local educational agencies respond to the 2019 Novel Coronavirus.

Submission Confirmation

Pacific Coast Academy (CDS Code **37680490136416**) successfully completed submission for ESSER III funds on **10/13/2021 2:27:42 PM**.

You may print a copy of this confirmation for your records.

- As a reminder, you are required to create and post a Safe Return to In-Person Instruction and Continuity of Services plan within 30 days of your submittal of these assurances. Additional information about the plan, including how to use an existing plan, is available at: <https://www.cde.ca.gov/fg/cr/arpact.asp>.
- As a reminder, you are required to develop an ESSER III Expenditure plan by October 29, 2021. Additional information about the Expenditure plan is available at: <https://www.cde.ca.gov/fg/cr/arpact.asp>.

[ESSER III Home](#)

[ESSER III search](#)

Pacific Coast Academy

Contact Information

- **If your DUNS number is blank or incorrect, then**
 - ❖ please work with your CDS coordinator to update or revise your information. Your CDS coordinator can be found on your LEA's profile on the California School Directory at <https://www.cde.ca.gov/schooldirectory>.
 - ❖ please contact the Charter Schools Division at charters@cde.ca.gov.

LEA:

Pacific Coast Academy

DUNS Number:

081128037

First Name:

Shari

Last Name:

Erlendson

Job Title:

Deputy Executive Director

E-mail:

shari.erlendson@pacificcoastacademy.org

Telephone:

(619) 339-1516

Question:

What is your favorite sport?

Answer:

Soccer

Certification

The checkbox was selected, certifying that I have read the applicable certifications, assurances, terms, and conditions identified on this grant application and I agree to comply with all requirements as a condition of funding.

On behalf of Pacific Coast Academy, I hereby apply to the California Department of Education for ESSER III funds and agree to all of the following assurances:

PART I: General Assurances for Local Educational Agencies (LEAs)

Pacific Coast Academy will comply with the requirements in Section 442 of the General Education Provisions Act (GEPA) (20 U.S.C. 1232e):

- (1) The LEA will administer each program covered by the application in accordance with all applicable statutes, regulations, program plans, and applications;
- (2) The control of funds provided to the LEA under each program, and title to property acquired with those funds, will be in a public agency and that a public agency will administer those funds and property;
- (3) The LEA will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal funds paid to that agency under each program;
- (4) The LEA will make reports to the State agency or board and to the U.S. Secretary of Education, as requested, as may reasonably be necessary to enable the State agency or board and the Secretary to perform their duties and that the LEA will maintain such records, including the records required under Section 1232f of this title, and provide access to those records, as the State agency or board or the Secretary deem necessary to perform their duties;
- (5) The LEA will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of

each program;

- (6) Any application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public;
- (7) In the case of any project involving construction, the LEA will provide reasonable assurances that—
 - (A) The project is not inconsistent with overall State plans for the construction of school facilities, and
 - (B) In developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary under Section 794 of title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities.
- (8) The LEA has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects;
- (9) None of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization. (20 U.S.C. 1232e)

PART II: ESSER III Usage of Funds Assurances

Pacific Coast Academy assures that funds will be used in accordance with section 2001(e) of the American Rescue Plan Act of 2021 (ARP Act). Under that Act, LEAs receiving ESSER III funds under this title may use the funds for any of the following:

- (1) Shall reserve not less than 20 percent of such funds to address learning loss through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs, and ensure that such interventions respond to students' academic, social, and emotional needs and address the disproportionate impact of the coronavirus on the student subgroups described in section 1111(b)(2)(B)(xi) of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6311(b)(2)(B)(xi)), students experiencing homelessness, and children and youth in foster care; and
- (2) Shall use the remaining funds for any of the following:
 - (A) Any activity authorized by the Elementary and Secondary Education Act of 1965.
 - (B) Any activity authorized by the Individuals with Disabilities Education Act.
 - (C) Any activity authorized by the Adult Education and Family Literacy Act.

- (D) Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006.
- (E) Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to coronavirus.
- (F) Activities to address the unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youth, including how outreach and service delivery will meet the needs of each population.
- (G) Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs.
- (H) Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases.
- (I) Purchasing supplies to sanitize and clean the facilities of a LEA, including buildings operated by such agency.
- (J) Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under the Individuals with Disabilities Education Act and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements.
- (K) Purchasing educational technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment.
- (L) Providing mental health services and supports, including through the implementation of evidence-based full-service community schools.
- (M) Planning and implementing activities related to summer learning and supplemental afterschool programs, including providing classroom instruction or online learning during the summer months and addressing the needs of low-income students, children with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care.
- (N) Addressing learning loss among students, including low-income students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care, of the LEA, including by—
 - (i) Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiating instruction;

- (ii) Implementing evidence-based activities to meet the comprehensive needs of students;
 - (iii) Providing information and assistance to parents and families on how they can effectively support students, including in a distance learning environment; and
 - (iv) Tracking student attendance and improving student engagement in distance education.
- (O) School facility repairs and improvements to enable operation of schools to reduce risk of virus transmission and exposure to environmental health hazards, and to support student health needs.
- (P) Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door repair and replacement.
- (Q) Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff.
- (R) Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

The U.S. Department of Education generally does not consider the following to be an allowable use of ESSER III funds, under any part of 2001: 1) subsidizing or offsetting executive salaries and benefits of individuals who are not employees of the state educational agency (SEA) or LEAs or 2) expenditures related to state or local teacher or faculty unions or associations.

PART III: Programmatic, Fiscal, and Reporting Assurances

Pacific Coast Academy will comply with all of the accountability, transparency, and reporting requirements that apply to the program, which the Governor has already assured.

- (1) ARP Act funds generally will not be used for bonuses, merit pay, or similar expenditures, unless related to disruptions or closures resulting from COVID-19.
- (2) The LEA receiving ESSER III funds will comply with all reporting requirements. The SEA may require additional reporting in the future, which may include: the uses of funds by the LEAs or other entities and demonstration of their compliance with section 2001(e).
- (3) The LEA receiving ESSER III funds will comply with Title 2, Code of Federal Regulations, Section 200.305 that requires sub-grantees to remit interest earned on advances to the federal agency.
- (4) The LEA receiving ESSER III funds will comply with the Federal Funding Accountability and Transparency Act, as defined in 2 CFR Part 25 (PL 109-282; PL 110-252) regarding the

establishment of a Data Universal Numbering System (DUNS) number and maintaining a current/active registration in the System for Award Management.

(5) Each LEA that receives ESSER III funds must submit to the CDE, no later than October 29, 2021, an expenditure plan that contains any information reasonably required by the CDE.

(A) The plan, and any revisions to the plan submitted consistent with procedures established by the CDE, must describe —

- (i) The extent to which and how the funds will be used to implement prevention and mitigation strategies that are, to the greatest extent practicable, consistent with the most recent CDC guidance on reopening schools, in order to continuously and safely open and operate schools for in person learning;
- (ii) How the LEA will use the funds it reserves under section 2001(e)(1) of the ARP Act to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs;
- (iii) How the LEA will spend its remaining ESSER III funds consistent with section 2001(e) of the ARP Act; and
- (iv) How the LEA will ensure that the interventions it implements, including but not limited to the interventions under section 2001(e)(1) of the ARP Act to address the academic impact of lost instructional time, will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students disproportionately impacted by the COVID-19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

(v) Any information reasonably required by the CDE.

(B) In developing its ESSER III plan, an LEA must—

(i) Engage in meaningful consultation—

- (a) With stakeholders, including: students; families; school and district administrators (including special education administrators); and teachers, principals, school leaders, other educators, school staff, and their unions; and
- (b) To the extent present in or served by the LEA: Tribes; civil rights organizations (including disability rights organizations); and stakeholders representing the interests of children with disabilities, English learners, children experiencing homelessness, children in foster care, migratory students, children who are incarcerated, and other underserved students; and
- (c) Provide the public the opportunity to provide input and take such input into account.

(ii) An LEA's ARP Act ESSER III plan must be—

- (a) In an understandable and uniform format;
- (b) To the extent practicable, written in a language that parents can understand or, if it is not practicable to provide written translations to a parent with limited English proficiency, be orally translated for such parent;
- (c) Upon request by a parent who is an individual with a disability as defined by the ADA, provided in an alternative format accessible to that parent; and
- (d) Be made publicly available on the LEA's website.

(6) An LEA receiving ESSER III shall develop and make publicly available on the LEA's website, not later than 30 days after completing these assurances, a plan for the safe return to in-person instruction and continuity of services.

(A) An LEA must describe in its plan under section 2001(i)(1) of the ARP Act for the safe return to in-person instruction and continuity of services—

- (i) How it will maintain the health and safety of students, educators, and other staff and the extent to which it has adopted policies, and a description of any such policies, on each of the following safety recommendations established by the CDC:
 - (a) Universal and correct wearing of masks.
 - (b) Modifying facilities to allow for physical distancing (e.g., use of cohorts/podding).
 - (c) Handwashing and respiratory etiquette.
 - (d) Cleaning and maintaining healthy facilities, including improving ventilation.
 - (e) Contact tracing in combination with isolation and quarantine, in collaboration with the State, local, territorial, or Tribal health departments.
 - (f) Diagnostic and screening testing.
 - (g) Efforts to provide vaccinations to school communities.
 - (h) Appropriate accommodations for children with disabilities with respect to health and safety policies.
 - (i) Coordination with State and local health officials.
- (ii) How it will ensure continuity of services, including but not limited to services to address students' academic needs and students' and staff social, emotional, mental health, and other needs, which may include student health and food services.

- (B) During the period of the ESSER III award established in section 2001(a) of the ARP Act, an LEA must regularly, but no less frequently than every six months (taking into consideration the timing of significant changes to CDC guidance on reopening schools), review and, as appropriate, revise its plan for the safe return to in person instruction and continuity of services.
- (i) In determining whether revisions are necessary, and in making any revisions, the LEA must seek public input and take such input into account.
 - (ii) If at the time the LEA revises its plan the CDC has updated its guidance on reopening schools, the revised plan must address the extent to which the LEA has adopted policies, and describe any such policies, for each of the updated safety recommendations.
- (C) If an LEA developed a plan prior to enactment of the ARP Act that meets the statutory requirements of section 2001(i)(1) and (2) of the ARP Act but does not address all the requirements in paragraph (A), the LEA must, pursuant to paragraph (B), revise and post its plan no later than six months after receiving its ESSER III funds to meet the requirements in paragraph (A).
- (D) An LEA's plan under section 2001(i)(1) of the ARP Act for the safe return to in-person instruction and continuity of services must be—
- (i) In an understandable and uniform format;
 - (ii) To the extent practicable, written in a language that parents can understand or, if it is not practicable to provide written translations to a parent with limited English proficiency, be orally translated for such parent; and
 - (iii) Upon request by a parent who is an individual with a disability as defined by the ADA, provided in an alternative format accessible to that parent.
- (7) As a condition of receiving funds under section 2001 of the ARP Act, a LEA shall not, in fiscal year 2022 or 2023—
- (A) Reduce per-pupil funding (from combined State and local funding) for any high-poverty school served by such LEA by an amount that exceeds—
 - (i) The total reduction in LEA funding (from combined State and local funding) for all schools served by the LEA in such fiscal year (if any); divided by
 - (ii) The number of children enrolled in all schools served by the LEA in such fiscal year; or
 - (B) Reduce per-pupil, full-time equivalent staff in any high-poverty school by an amount that exceeds—
 - (i) The total reduction in full-time equivalent staff in all schools served by such LEA in such fiscal year (if any); divided by

(ii) The number of children enrolled in all schools served by the LEA in such fiscal year.

(8) Paragraph (7) of this part shall not apply to a LEA in fiscal year 2022 or 2023 that meets at least 1 of the following criteria in such fiscal year:

(A) Such LEA has a total enrollment of less than 1,000 students.

(B) Such LEA operates a single school.

(C) Such LEA serves all students within each grade span with a single school.

(D) Such LEA demonstrates an exceptional or uncontrollable circumstance, such as unpredictable changes in student enrollment or a precipitous decline in the financial resources of such agency, as determined by the Secretary of Education.

PART IV: Other Assurances

Pacific Coast Academy assures that:

- (1) The LEA will comply with all applicable assurances in OMB Standard Forms 424B and D (Assurances for Non-Construction and Construction Programs), including the assurances relating to the legal authority to apply for assistance; access to records; conflict of interest; merit systems; nondiscrimination; Hatch Act provisions; labor standards; flood hazards; historic preservation; protection of human subjects; animal welfare; lead-based paint; Single Audit Act; and the general agreement to comply with all applicable Federal laws, executive orders and regulations.
- (2) With respect to the certification regarding lobbying in Department Form 80-0013, no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making or renewal of Federal grants under this program; the State will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," when required (34 C.F.R. Part 82, Appendix B); and the State will require the full certification, as set forth in 34 C.F.R. Part 82, Appendix A, in the award documents for all subawards at all tiers.
- (3) Any LEA receiving funding under this program will have on file a set of assurances that meets the requirements of Section 442 of the General Education Provisions Act (GEPA) (20 U.S.C. 1232e).
- (4) To the extent applicable, an LEA will include a description of how the LEA will comply with the requirements of Section 427 of GEPA (20 U.S.C. 1228a) in future reports. The description must include information on the steps the LEA proposes to take to permit students, teachers, and other program beneficiaries to overcome barriers (including barriers based on gender, race, color, national origin, disability, and age) that impede access to, or participation in, the program.
- (5) The State will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) requirements in Subpart D—Post Federal

Award Requirements (2 CFR §§200.300-345) and Subpart E—Cost Principles (2 CFR §§200.400-475) to ensure that LEAs, including charter schools that are LEAs, are using ESSER III funds for purposes that are reasonable, necessary, and allocable under the ARP Act.

- (6) The State and other entities will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

Questions: The Federal Stimulus Team | EDReliefFunds@cde.ca.gov

Cover Sheet

Fall 2021 Stimulus Reporting

Section: II. Finance
Item: C. Fall 2021 Stimulus Reporting
Purpose: FYI
Submitted by:
Related Material: FY22 - PCA LLMF ESSER II 3212 Fall Submission.pdf
FY22 - PCA LLMF Fall Submission Confirmations.pdf

BACKGROUND:

Included is a report of Federal Stimulus funds spent during the fall of 2021.

Stimulus Funding Reporting



Elementary and Secondary School Emergency Relief II (ESSER II) Fund: Resource Code 3212

Pacific Coast Academy

CDS Code: 37680490136416

Charter Number: 1892

DUNS Number: 081128037

Your data have been saved.

Fund Overview

Help - ESSER II Fund Overview

- Please report totals in whole numbers without decimals, commas, or other punctuation.
- Reported totals should be for the period July 1, 2021, to September 30, 2021.

Total Allocated Amount:

\$ 1598391

Total Received Amount:

\$ 160278

Previous Expended Amount:

\$ 0

Current Expended Amount:

\$ 842627

Funds Expended

Help - ESSER II Funds Expended

Please use the following guidelines to report funds expended:

- Report your expenditures based on the **total** expended by the end of the reporting period, including any amount expended during previous reporting periods (i.e. **Previous Expended Amount + Current Expended Amount**).
- Do not factor in any amount obligated, but not expended.
- Please use whole numbers to indicate the approximate percentage of funds expended for each category.
- Please add a "0" for any category where funds were not expended.
- The Total Percentage value should equal 100% (or 0% if the expended total is 0) when you are finished.

1) Any activity authorized by the ESEA of 1965, IDEA, the Adult Education and Family Literacy Act, the Perkins Act, or subtitle B of title VII of McKinney-Vento Homeless Assistance Act:

 %

2) Coordinating preparedness and response efforts of LEAs with other entities:

 %

3) Resources necessary to address the needs of their individual schools:

 %

4) Activities to address the unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youth:

%**5) Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs:** %**6) Staff training and professional development on sanitation and minimizing the spread of infectious diseases:** %**7) Purchasing cleaning supplies:** %**8) Planning for and coordinating on long-term closures:** %**9) Purchasing educational technology:** %**10) Providing mental health services and supports:** %**11) Summer learning and supplemental afterschool programs:** %**12) Addressing learning loss among students:** %**13) School facility repairs and improvements to enable operation of schools to reduce risk of virus transmission and exposure to environmental health hazards, and to support student health needs:**

%

14) Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities:

 %

15) Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff:

 %

16) Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA:

 %

Total Percentage:

 %

Contact Information

[Help - ESSER II Contact Information](#)

First Name:

Last Name:

Title:

Executive Director

E-mail:

krystin.demofonte@pacificcoastl

Telephone Number:

858-442-0887

Telephone Extension:

Optional

Save Data

[Back to Main Menu](#)

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Questions: Government Affairs Division | EDReliefFunds@cde.ca.gov

Stimulus Funding Reporting



Subrecipient Grant Menu

Pacific Coast Academy

CDS Code: 37680490136416

Charter Number: 1892

DUNS Number: 081128037

Subrecipient Information

Description	Date Submitted
Common Information for All Grants	9/14/2020 2:35:15 PM

Currently Required Grant Reports

Grant Type	Reporting Period	Date Due	Date Submitted	Amount Left to Report	Report Required
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<u>Coronavirus Relief Fund (CRF): Resource Code 3220</u>	2021 Fall	10/6/2021 1:00:00 PM	10/4/2021 4:19:18 PM	\$0	Reporting Optional, Fully Expended
<u>Elementary and Secondary School Emergency Relief II (ESSER II) Fund: Resource Code 3212</u>	2021 Fall	10/6/2021 1:00:00 PM	10/6/2021 10:39:35 AM	\$755,764	Yes, Unspent Funds
<u>Elementary and Secondary School Emergency Relief III (ESSER III) Fund: Resource Code 3213</u>	2021 Fall	10/6/2021 1:00:00 PM	10/4/2021 4:21:52 PM	\$0	Reporting Optional, Fully Expended
<u>Elementary and Secondary School Emergency Relief III (ESSER III) Fund: Resource Code 3214</u>	2021 Fall	10/6/2021 1:00:00 PM	10/4/2021 4:23:35 PM	\$0	Reporting Optional, Fully Expended

Previously Submitted Grant Reports

Grant Type	Reporting Period	Date Submitted
<u>General Fund: Resource Code 7420</u>	2020 Fall	10/7/2020 7:58:07 PM
<u>General Fund: Resource Code 7420</u>	2020 Winter	1/5/2021 5:46:22 PM
<u>General Fund: Resource Code 7420</u>	2021 Spring	3/26/2021 12:45:20 PM

<u>General Fund: Resource Code 7420</u>	2021 Summer	7/1/2021 11:16:58 AM
<u>Coronavirus Relief Fund (CRF): Resource Code 3220</u>	2020 Summer	9/14/2020 2:36:51 PM
<u>Coronavirus Relief Fund (CRF): Resource Code 3220</u>	2020 Fall	10/7/2020 8:04:21 PM
<u>Coronavirus Relief Fund (CRF): Resource Code 3220</u>	2020 Winter	1/5/2021 5:45:26 PM
<u>Coronavirus Relief Fund (CRF): Resource Code 3220</u>	2021 Spring	3/26/2021 12:43:48 PM
<u>Coronavirus Relief Fund (CRF): Resource Code 3220</u>	2021 Summer	7/1/2021 11:20:58 AM
<u>CRF Supplemental: Resource Code 3220</u>	2020 Interim Report	11/18/2020 2:01:44 PM
<u>Elementary and Secondary School Emergency Relief II (ESSER II) Fund: Resource Code 3212</u>	2021 Summer	7/1/2021 11:21:54 AM
<u>Elementary and Secondary School Emergency Relief III (ESSER III) Fund: Resource Code 3213</u>	2021 Summer	7/1/2021 11:22:38 AM
<u>Elementary and Secondary School Emergency Relief III (ESSER III) Fund: Resource Code 3214</u>	2021 Summer	7/1/2021 11:23:18 AM

Questions: Government Affairs Division | EDReliefFunds@cde.ca.gov

Cover Sheet

Vendor Requirements

Section: III. Operations
Item: A. Vendor Requirements
Purpose: FYI
Submitted by:
Related Material: Educational Vendors.pdf

BACKGROUND:

Per board member request, included is an overview of vendor requirements.

What does the vendor team do?

There are two main departments on the vendor team

- **Vendor Support**
 - Onboarding new vendors
 - Vendor compliance
 - Answering questions from vendors and about vendors
- **Vendor Invoicing**
 - Verifying invoices compared to certificates
 - Ensuring vendors are paid on time
 - Helping vendors payment reconciliation

Educational Vendors

Service Vendors

- Service Vendors are considered any vendor that offers interaction or support to students. This could be email or Zoom communication as well as in-person services.
- PCA has 1000+ service vendor options
- We are accepting new suggestions throughout the year
- Working with charter schools requires extra work for vendors
 - Insurance and website requirements
 - School-specific background checks
 - Collecting and managing Enrichment Certificates
 - Submitting an invoice and waiting for payment

Educational Vendors

Service Vendor Requirements

- Accept Enrichment Certificates and submit invoices to PCA
- Current website that outlines available services
- Services must be available to any/all students
 - No tryouts, auditions, or testing requirements
- Must not be or appear to be a private school
- Follow all health and safety guidelines
- Services offered must be non-sectarian and non-discriminatory

Educational Vendors

Why can PCA not work with my vendor?

- There are many reasons we cannot partner with a specific vendor. Some of the reasons are sensitive in nature and cannot be discussed. Which is why we cannot talk about any of the reasons.
- Some examples:
 - The vendor does not use the right type of background checks
 - A vendor or vendor employee did not clear the background check
 - Complaints or other issues on file for that vendor
 - The vendor does not meet the requirements

Cover Sheet

Assessment Location Lease

Section: III. Operations
Item: B. Assessment Location Lease
Purpose: Vote
Submitted by:
Related Material:
Pacific Coast Academy Office #40 Agreement 10.1.2021 - EXECUTED.pdf

BACKGROUND:

Included is a lease agreement for a location that will be used for special education assessments as well as other student assessments. Lease agreement starts 10/1/2021. Term expiration date is 5/31/2022. This lease amount has already been reflected in the budget with Charter Impact.

DocuSign Envelope ID: D03447DB-0766-4BB6-9C12-DDAAAE9E8133

Pacific Coast Academy

Center:	MV1 - Mission Valley	Property Address:	8880 Rio San Diego Drive, 8th Floor San Diego, CA 92108
Contract Type:	New	Contract Id :	15410
Contact Name:	John Egnor	Contract Name:	Pacific Coast Academy Contract 1
Email Address:	john.egnor@pacificcoastacademy.org	Agreement Date:	09/08/2021
Phone Number:	1 (925) 222 - 0719	Initial Term:	8 Months
Billing Address:		Start Date:	10/01/2021
		Term Expiration Date:	05/31/2022

PRODUCT SELECTION & SERVICES

Qty/Users	Product Description	Monthly Fee	Promotional Discount ¹	Monthly Fee After Discount ²
1	Office 40	\$1,134.00	(\$ 290.50)	\$ 843.50

Qty/Users	Amenity & Service Description	Occurrence	Fee
1	High Speed Internet, Per Person	Monthly	\$ 99.00
126	*CAM- Common Area Maintenance	Monthly	\$ 31.50
1	*Commencement Fees	One Time	\$ 0.00
1	*Kitchen Amenities	Monthly	\$ 25.00
225	Free Meeting Room Credits	Monthly	\$ 0.00
1	Security Deposit	One Time	\$ 0.00

RECURRING MONTHLY COSTS

Total Monthly Fee After Discount	\$ 999.00
Taxes	\$ 0.00
Total Monthly Costs	\$ 999.00

premier
workspaces
LICENSE AGREEMENT

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Pacific Coast Academy

premier
workspaces
LICENSE AGREEMENT

RECURRING MONTHLY COSTS (CARRIED OVER)

Total Recurring Monthly Costs (Carried Over from Previous Page)	\$ 999.00
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ONE-TIME COSTS

First Month and/or Prorated Monthly Charges	\$ 999.00
One-Time Services & Amenities	\$ 149.00
Taxes	\$ 0.00
Security Deposit	\$ 999.00

TOTAL DUE AT SIGNING

Total Due at Signing	\$2,147.00
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MISCELLANEOUS ITEMS

Furniture provided by Premier to remain the property of Premier.

The pricing and terms of this agreement are valid for 3 business days. A signed copy must be received by Premier no later than 5pm local time on the third day. "License Agreement" ("Agreement" consists of this cover page (defined as the "First Page Basic Terms"), the Terms and Conditions, the Center Rules, Service Menu Prices. Sales tax will be charged where applicable.



By: PREMIER OFFICE CENTERS, LLC
a California limited liability company

CLIENT:

John Egnor

Name

Pacific Coast Academy

Company Name

DocuSigned by:



17622665EC2244E

Client Signature

9/30/2021

Date Signed

I confirm that I have read, ^{DS} understand, and agree to the attached Terms and Conditions.


Client Initials

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PREMIER ELECTIVE SUPPORT SERVICES

Ongoing Support Services & Support as You Need It

premier
workspaces**LICENSE AGREEMENT****SUPPORT & OFFICE FACILITIES**

Premier Support Services	\$40 per hr at 15 min intervals
Copy & Print	\$0.15 per page b/w, \$1.00 per page color
Scanning	\$0.15 per pg.
Fax	\$1 per page (Domestic)
Postage	Cost + 30%
FedEx	Cost + 30%
Mail Forwarding	Daily \$50, Weekly \$25, Monthly \$10
Unlimited Scanning	\$25 per month
Package Storage Fee	\$5 per day after 48 hours
Complimentary Meeting Room Credits	At disclosed rate
Pre-Purchase Meeting Room Credits (\$300 in monthly credits)	\$240 per month
Pre-Purchase Meeting Room Credits (\$500 in monthly credits)	\$350 per month
Pre-Purchase Meeting Room Credits (\$1,000 in monthly credits)	\$600 per month
Office Furniture Rental	\$ Upon Request

BUILDING AMENITIES **Prices subject to change without notice

Parking - Unreserved**	At the prevailing rate (if applicable)
Parking - Reserved**	At the prevailing rate (if applicable)
Parking - Valet **	At the prevailing rate (if applicable)
Access Card - Additional / Replacement**	At the prevailing rate (if applicable)
Keys - Additional / Replacement	\$25 per key
Parking - Validation	At the prevailing rate (if applicable)
Signage - Lobby Listing	At the prevailing rate (if applicable)

TELECOM

International Calls	Varies by call location
High Speed Internet Service Up to 5 devices per person	\$99 per month/ per person±\$
Public IP Address	\$30 per month±
Premier Connect Phone and Internet Package	\$195 per month/ per person±\$
Premier Connect Plus Phone and Internet Package with call screening, patching and notifications	\$245 per month/ per person±\$
Office Phone Service	\$99 per month/ per person±\$
Virtual Phone Service Calls to ring to dedicated line. Includes 200 minutes.	\$75 per month (\$0.02 per minute after 200 minutes)
Call Patching and Notifications Office or Virtual	\$65 per month±, \$25 for each additional phone number
Additional Voice Mail Box/Tree	\$25 per month/ per VM box±
Voicemail to Email	\$15 per month
Voicemail Transcription \$35 one time setup fee	\$30 per month±
Voicemail Transcription with Human Editing \$65 one time setup fee	\$30 per month±
Toll Free Number	\$25 per month± (+ \$0.05 per minute)
Vanity Toll Free Number \$300 one time setup fee	\$30 per month± (+ \$0.05 per minute)
E Fax Line	\$15 per month
Analog Fax Converter hardware may be required (\$125 one time setup fee)	\$35 per month
Co-Location - Varies by Locationc	\$50 per month±


* Domestic Long Distance Only, [†] You may cancel your reservation at no charge any time prior to 24 hours of your scheduled reservation. Your account will be charged if cancellation is after the 24-hour deadline. Prices listed are at the Client Rate., ‡ Set up fees may apply, § Full descriptions of services available in item 13 of the Premier's Terms & Conditions.

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TERMS AND CONDITIONS

1. SERVICES LICENSED. Pursuant to this Agreement, you have a license to use the office(s) assigned to you. You also have shared use of common areas in the Center including lobby and kitchen areas (but excluding use of conference rooms and day offices except as set forth in the Rules and Regulations). You have access to your office(s) 24 hours a day, 7 days a week. Our building provides office cleaning, maintenance services, electric, lighting, heating and air conditioning to the Center during normal business hours as determined by the landlord for the building ("Building Landlord"). In addition to your office(s), we will provide you with certain services on an as requested basis. The current schedule of services available on a requested basis and the fees for such services is set forth under the "Support As You Need It" column on the Premier Elective Support Services page of this Agreement. The services/fee schedule will be updated from time to time. You will be obligated to pay for the recurring services selected under the "Ongoing Support Services" column on the Premier Elective Support Services page of this Agreement throughout the term of this Agreement (as may be extended). The fees for such services are charged to your account and are payable on the first day of the next calendar month following the end of the most recent billing cycle for such services (which billing cycle is currently from the 13th day of the month to the 12th day of the next month). You agree to pay all charges authorized by you or your employees. Premier Office Centers, LLC dba Premier Workspaces (Premier) and vendors designated by Premier are the only service providers authorized to provide services in the Center. You agree that neither you nor your employees will solicit other clients of the Center to provide any service provided by Premier or its designated vendors, or otherwise. Any square footage listed on the first page of this Agreement for your office(s) are approximations and includes a portion of the common area of the Center. If you are assigned cubicle space pursuant to this Agreement or any amendment hereto, then for purposes of this Agreement and the Rules and Regulations attached hereto the terms "office" or "office(s)" shall be deemed to include the cubicle(s) assigned to you, including, without limitation, for purposes of Paragraph 11 below. If Client is entitled to monthly credits per billing cycle for meeting room use time pursuant to this Agreement, (i) the application of the credits will be based on the hourly usage rates established by Premier for the type of meeting room used, (ii) the credits shall apply only during the initial term of this Agreement, and (iii) Client may not carry over unused credits to future months. Client agrees that in the event a meeting room is used less than 30 minutes, then Client will still owe a minimum charge based on thirty(30) minutes of usage for each booking of a meeting room, even if not used for such time. Any additional meeting room use will be billed in minimum thirty (30) minutes increment(s).

2. PAYMENTS. You agree to pay, without offset or demand, the Basic Monthly Fee and all other monthly recurring fees in advance on the first day of each month. You also agree to pay monthly, at the same time as the Basic Monthly Fee and other monthly recurring fees (unless another time is specified herein for such payment), additional service fees, CAM Charges (as defined below) and all applicable sales or use taxes. If you dispute any portion of the charges on your bill, you agree to pay the undisputed portion on the first day of the calendar month. You agree that charges must be disputed within 30 days or you waive your right to dispute such charges. If any payments are not received by the third day of the month, you will be charged a service charge of 10% of the late payment or \$50, whichever is greater, for bookkeeping and administrative expenses. You will also be charged interest at 1.5% per month on late payments, or the highest rate permitted by applicable law, whichever is less. When you sign this agreement, you are required to pay the "Total Due at Move-In" amount shown on the first page of this Agreement. You acknowledge that the Basic Monthly Fee is based upon the number of persons occupying or using the office(s) assigned to you on the first page of this Agreement. If the number of persons that regularly uses or occupies the office(s) increases, an excess occupant fee may be charged for each such additional person. No acceptance of a lesser amount than the amounts payable by Client under this Agreement shall be deemed a waiver of Premier's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and Premier may accept such check or payment without prejudice to Premier's right to recover the full amount due. Upon termination of this Agreement, you will be responsible for paying an office reconditioning fee equal to a flat rate of \$200 for an office measuring up to 150 square feet. A further charge of \$0.50 will be payable by you for each square foot over 150 square feet per office assigned to you. Declined credit cards will incur a \$25.00 service fee.

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3. CAM CHARGES. You will pay, as an additional charge, a monthly amount equal to \$0.25 per square foot of office space assigned to you as your share of the common area maintenance and building operating costs and charges ("CAM Charges") payable by Premier under its lease with the Building Landlord. Your share of CAM Charges, as specified in the immediately preceding sentence, will not change notwithstanding the actual amount of CAM Charges paid by Premier to the Building Landlord.

4. SECURITY DEPOSIT. Client shall deposit with Premier upon execution of this Agreement the Security Deposit specified on the first page of this Agreement as security for Client's faithful performance of Client's obligations hereunder. If at any time during the term of this Agreement (or any renewal or extension term), your Basic Monthly Fee and/or other monthly recurring fees are increased, then the amount of the Security Deposit will be increased by 200% of such increase in the Basic Monthly Fee and/or other monthly recurring fees, which increase shall be payable to Premier upon request. The Security Deposit will not be kept in a separate account from other funds of Premier and no interest will be paid to you on this amount. The Security Deposit may be applied to outstanding fees or charges at any time, at our discretion. Premier has the right to require that you replace any portion of the Security Deposit that we apply to your fees or charges. At the end of the term of this Agreement, if you have satisfied all of your payment obligations, we will refund the unapplied portion of the Security Deposit within 60 days.

5. RULES AND REGULATIONS; FIRST CLASS USE. You agree to comply with the rules and regulations of the Center ("Center Rules"), a copy of which you acknowledge having received upon your execution of this Agreement. You also agree to comply with the rules and regulations of the Building Landlord, and such rules and regulations shall constitute Center Rules for purposes of this Agreement. Premier has the right to reasonably amend the Rules and supplement the same with other reasonable Rules, and all such amendments or new Rules shall be binding upon you after 5 days notice to you. Nothing herein shall be construed to give you or any other person or entity any claim, demand or cause of action against Premier arising out of the violation of such Rules by any other client, occupant or visitor of the Center, or out of the enforcement or waiver of the Rules by Premier in any particular instance. To the extent there is a conflict between the Rules and this Agreement, this Agreement will control. Your use of your office(s) must be for a first-class office use.

6. HIRING PREMIER'S EMPLOYEES; NO SOLICITING OTHER CLIENTS TO RELOCATE. Our employees are an essential part of our ability to deliver our services. You acknowledge this and agree that, if during the term of this Agreement and for 6 months afterward, you hire any of our employees (including, without limitation, any former employees hired by you within six months after the termination of their employment with Premier), you will pay Premier a commission for the hiring in an amount equal to one-half of the sum of (i) the annual base salary of the employee you hire, plus (ii) any bonus and/or commissions allocable to such employee on an annual basis. You agree that the obligation to pay a commission and the amount of the commission payable is fair and reasonable. You agree not to solicit or otherwise cause any other clients of the Center to move.

7. LICENSE AGREEMENT. THIS AGREEMENT IS NOT A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY. IT IS A CONTRACTUAL ARRANGEMENT THAT CREATES A REVOCABLE LICENSE. We retain legal possession and control of the Center and the office(s) assigned to you. This Agreement and our obligation to provide you office space and services are subject and subordinate to the terms of our lease with the Building Landlord. This Agreement terminates automatically upon any termination of our lease with the Building Landlord or the termination of the operation of the Center (or a portion of the floor on which one or more of the offices assigned to you are located) for any reason. Additionally, Premier has the right to terminate this Agreement if the Building Landlord requires such termination due to your use of the office(s) or the nature or type of your business or organization. As our client you do not have any rights under our lease with the Building Landlord. When this Agreement is terminated because the term has expired or otherwise, your license to occupy the Center is revoked. You agree to remove your personal property and leave the office(s) as of the date of termination. We are not responsible for property left in the office(s) after termination. If you do not remove any property belonging to you after termination, you shall be conclusively deemed to have abandoned and conveyed such property to Premier, or, at Premier's option, Premier may remove and store the same and you shall pay to Premier upon demand all costs of such removal and storage. No act or thing done by Premier or any agent or employee of Premier during the initial or renewal term of this Agreement shall be deemed to constitute an acceptance by Premier of a surrender of the office(s) licensed by Client unless such intent is specifically acknowledged in writing by Premier. The delivery of keys to the office(s) to Premier or any agent or employee of Premier shall not constitute a surrender of the office(s) licensed by Client or effect a termination of this Agreement, whether or not the keys are thereafter retained by Premier, and notwithstanding such delivery Client shall be entitled to the return of such keys at any reasonable time upon request until this Agreement shall have been properly terminated.


8. DAMAGES AND INSURANCE. You are responsible for any damage you cause to the Center or your office(s) beyond normal wear and tear. Additionally, you are responsible for any damage you cause to the building or its parking facilities or common areas. We have the right to inspect the condition of the office(s) from time to time and make any necessary repairs. You are responsible for insuring your personal property against all risks. You have the risk of loss with respect to all of your personal property irrespective of whether it is in our possession or yours. You agree to waive any right of recovery against Premier and the Building Landlord, and their respective officers, directors, employees, shareholders, members, partners, agents and representatives, for any damage or loss to your property under your control. It is understood that all property in your office(s) or anywhere else in the Center is under your control. Without limiting the foregoing, Premier is not responsible, and shall have no liability, for any lost packages or mail, it being the understanding that Client, at Client's sole cost, is responsible for obtaining insurance to insure against the risk of lost packages or mail. You are also responsible for obtaining business interruption insurance insuring you in the event there are any issues or problems with the building in which the Center is located (the "Building"), including, without limitation, heating, ventilation and air conditioning problems, water leakage or utility disruptions.

9. DEFAULT; TERMINATION. You are in default under this Agreement if: (i) you fail to abide by, or to cause your employees or invitees to abide by, the Rules of the Center; (ii) you do not pay any amount payable by you hereunder on the designated payment date and after written notice of your failure to pay you do not pay within 3 days after the date of such notice; or (iii) you do not otherwise comply with the terms of this Agreement. If the default is unrelated to payment you will be given written notice of the default and you will have 10 days from the date of such notice to correct the default (unless the default cannot be corrected, in which event no cure period will apply). Premier has the right to terminate this Agreement early:


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(1) if you fail to correct a default within the applicable cure period or if the default cannot be corrected; (2) if you repeatedly default under this Agreement, in which case no cure period shall apply; or (3) if you use the Center for any illegal operations or purposes. Premier has the right to treat a violation of any of the Rules of the Center as a default which cannot be corrected; alternatively, Premier has the right to assess a penalty charge against Client for a violation of any of the Rules in an amount of up to \$500 per violation, which penalty charge will be payable by Client immediately upon demand by Premier. If this Agreement is terminated due to your default, then you will nevertheless remain liable for the Monthly Basic Fee and other monthly recurring fees which would have been payable for the remainder of the term had this Agreement not been terminated. If you default on your obligations under this Agreement, you agree that Premier may cease to provide any and all services, including without limitation access to your office(s), parking, telephone and internet services, without notice or the need to initiate legal process. You shall pay to Premier upon demand any costs, including without limitation reasonable legal fees, incurred by Premier in enforcing the terms of this Agreement. If Client or a company affiliated with Client enters into, or has already entered into, one or more separate agreement(s) with Premier or its affiliated entities for the use of other space in, or the provision of services at, the Center or any other center operated by Premier or its affiliated entities, then a default by Client under this Agreement shall, at Premier's option, also constitute a default by Client or its affiliate under such other agreement(s), and any default by Client or its affiliate under any such other agreement(s) shall, at Premier's option, also constitute a default by Client under this Agreement. Premier will not be liable for any default or breach by Premier under this Agreement unless you deliver written notice of such default or breach to Premier in accordance with the notice provisions of Paragraph 15 below and Premier fails to cure such default or breach within thirty (30) days after Premier's receipt of such notice.

10. OUR LIMITATION OF LIABILITY. You acknowledge and agree that due to the imperfect nature of verbal, written and electronic communications, neither Premier nor the Building Landlord or any of their respective officers, directors, employees, shareholders, members, partners, agents or representatives shall be responsible for damages, direct or consequential, that may result from the failure of Premier to furnish any service, including but not limited to the service of conveying messages, communications (including but not limited to telephone and internet service), or any other utility or services. You also acknowledge and agree that Premier shall not be responsible for any damages or losses, direct or consequential, resulting from any error or omission in providing, any failure to provide or any delay in providing, any computer or information technology services. Your sole remedy and Premier's sole obligation for any failure to render any service to be provided by Premier, any error or omission, or any delay or interruption of any service to be provided by Premier, is limited to an adjustment to your bill in an amount equal to the charge for such service for the period during which the failure, delay or interruption continues. No such adjustment shall apply with respect to, and you will not be entitled to an offset against or reduction of any amounts payable by you under this Agreement in the event of, any delay or interruption of any service provided by the Building Landlord or other building issues or problems, including, without limitation, heating, ventilation and air conditioning problems, water leakage or utility disruptions. Without in any way limiting the foregoing, Premier will work with the Building Landlord in an effort to have the temperature in your office(s) at a comfortable range during normal business hours; however, you will not be entitled to an offset against or reduction of any amounts payable by you under this Agreement, nor will you have any other remedy against Premier or the Building Landlord, in the event you are not satisfied with the temperature range. **WITH THE SOLE EXCEPTION OF THE REMEDY DESCRIBED ABOVE, YOU EXPRESSLY AND SPECIFICALLY AGREE TO WAIVE, AND AGREE NOT TO MAKE, AND YOU AGREE TO INDEMNIFY AND HOLD PREMIER AND THE BUILDING LANDLORD HARMLESS FROM AND AGAINST, ANY CLAIM FOR DAMAGES OR LOSSES, DIRECT OR CONSEQUENTIAL, INCLUDING, WITHOUT LIMITATION, LOST BUSINESS OR PROFITS (WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, OR STRICT LIABILITY (COLLECTIVELY, "DAMAGES")), EVEN IF PREMIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES), ARISING FROM ANY FAILURE TO FURNISH ANY SERVICE, ANY ERROR, ACT OR OMISSION WITH RESPECT THERETO, ANY DELAY OR INTERRUPTION OF SERVICES OR ANY ISSUES OR PROBLEMS WITH THE BUILDING, INCLUDING, WITHOUT LIMITATION, HEATING, VENTILATION AND AIR CONDITIONING PROBLEMS, WATER LEAKAGE OR UTILITY DISRUPTIONS. WITH REGARD TO ANY SERVICES PROVIDED BY PREMIER, PREMIER DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, PREMIER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE AVAILABILITY OF PARKING AT THE CENTER, AND CLIENT SHALL INDEMNIFY AND HOLD PREMIER HARMLESS FROM ANY PARKING CHARGES OR PENALTIES THAT MAY BE IMPOSED BY BUILDING LANDLORD DUE TO CLIENT'S USE OF PARKING AT THE CENTER.**

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11. RENEWAL/NOTICE REQUIREMENT. UNLESS CANCELLED AS PROVIDED BELOW, THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A CONTINUING BASIS FOR THE SAME PERIOD OF TIME AS THE INITIAL TERM AND UNDER THE SAME TERMS AND CONDITIONS AS STATED IN THIS AGREEMENT, EXCEPT THAT DURING SUCH EXTENDED TERM (I) THE BASIC MONTHLY RENT SHALL BE THE FULL BASIC MONTHLY RENT STATED ON PAGE 1 OF THIS AGREEMENT WITHOUT ANY FREE RENT DISCOUNT, AND (II) ANY CREDITS AND CONCESSIONS GRANTED DURING THE INITIAL TERM (SUCH AS CREDITS THAT COULD BE USED FOR CONFERENCE ROOM USAGE) SHALL NO LONGER APPLY. IF YOU HAVE LESS THAN 3-OFFICES, YOU MUST GIVE WRITTEN NOTICE 60 DAYS PRIOR TO THE DATE YOUR AGREEMENT IS SCHEDULED TO TERMINATE IN ORDER TO CANCEL YOUR RENEWAL. IF YOU HAVE 3 OFFICES OR MORE, YOU MUST GIVE WRITTEN NOTICE 90 DAYS PRIOR TO THE DATE YOUR AGREEMENT IS SCHEDULED TO TERMINATE IN ORDER TO CANCEL YOUR RENEWAL. SUCH NOTICE MAY ONLY BE DELIVERED ON THE FIRST DAY OF ANY GIVEN MONTH. IF SUCH NOTICE IS DELIVERED ON ANY OTHER DAY, IT SHALL BE DEEMED TO HAVE BEEN DELIVERED ON THE FIRST DAY OF THE FOLLOWING MONTH. THE AUTOMATIC RENEWAL PROVISIONS OF THIS PARAGRAPH APPLY TO OFFICES WHICH ARE LICENSED ON A MONTH-TO-MONTH BASIS, AS WELL AS TO OFFICES LICENSED ON A LONGER BASIS. NOTWITHSTANDING THE FOREGOING, PREMIER MAY TERMINATE THIS AGREEMENT AFTER EXPIRATION OF THE INITIAL TERM FOR ANY REASON WITH 30 DAYS NOTICE TO YOU. BY INITIALING IN THE PLACE PROVIDED BELOW, YOU HEREBY ACKNOWLEDGE YOUR AGREEMENT TO THE RENEWAL PROVISIONS OF THIS PARAGRAPH 11.

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12. RELOCATION; RENOVATIONS. We reserve the right to relocate you to another office in the Center from time to time. If we exercise this right it will only be to an office of equal or larger square footage. This relocation will be at our expense. We reserve the right to show the office(s) to prospective clients and will use reasonable efforts not to disrupt your business. Client acknowledges that Premier may from time to time renovate, improve, alter, or modify (collectively, the "Renovations") the Center. Client agrees that such Renovations shall in no way constitute a constructive eviction of Client nor entitle Client to any abatement of the Monthly Basic Fee or other amounts payable by Client under this Agreement. Premier shall have no responsibility and shall not be liable to Client for any injury to or interference with Client's business arising from the Renovations, nor shall Client be entitled to any compensation or damages from Premier for loss of the use of the whole or any part of the office(s) being licensed by Client resulting from the Renovations, or for any inconvenience or annoyance occasioned by such Renovations.


13. INTERNET SERVICES. At Client's election and for an additional cost, Premier will provide Client with shared access to a high-speed Internet connection (Internet Service). Premier's basic Internet Service will be provided through a dynamic NAT (Network Address Translation) IP address, which change over time. The NAT IP addresses are behind Premier's firewall and do not provide direct inbound access. At Client's election, Premier will provide a static IP address for a further additional charge. Only one device may be connected to the Internet Service for each "internet Access" connection subscribed to by Client. Premier will provide a single wall mounted Ethernet jack per office for physical connection to the Internet Service. If Client needs additional jacks, Client can either purchase a hub at its cost or, for an additional charge, request that Premier install an additional jack or relocate the existing jack. Client will be responsible for connecting its computer to the wall mounted Ethernet jack. PREMIER SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, LIABILITY, CLAIM OR EXPENSE ARISING FROM ANY DEVICE THAT IS CONNECTED TO THE INTERNET SERVICE. Except for the Ethernet jack provided by Premier as specified above, Client shall be responsible at its cost for obtaining and installing all other equipment and operating systems necessary to connect Client's device to the Internet Service. Some equipment may be available for purchase from Premier at an additional charge to Client. Client shall have sole responsibility for the installation, testing and operation of Internet facilities, services and equipment (other than installation specifically provided by Premier). CLIENT SHALL BE RESPONSIBLE FOR USER ACCESS SECURITY AND NETWORK ACCESS, SUCH AS CONTROL OVER WHICH USERS USE THE INTERNET SERVICE AND INSTALLATION OF PASSWORDS. Client acknowledges that Premier will not be providing user access security or virus protection of any kind, and Client agrees that Client shall have the sole responsibility for detecting and preventing against any network security breaches and computer viruses. In all cases, Premier shall in no way be responsible for external attacks, security breaches or computer viruses made on Client's computer or other devices. Client shall use the Internet Service only for accessing the Internet, and Client shall not use the Internet Service as a server site for ftp, telnet, chat, video conferencing, e-mail hosting, web hosting or other similar Internet services without Premier's prior written approval, which approval may be withheld in Premier's sole and absolute discretion. To protect client workstations, inbound access to the internal LAN is blocked at the firewall. However, if Client requires usage of inbound remote control software or Virtual Private Networks, Premier, at its election and at an additional charge to Client, may allow this type of inbound access on an as requested basis. Client is allowed to access the Internet Service utilizing only IP addresses issued by Premier, unless otherwise agreed to by Premier. Client will be charged for any unauthorized access to the Internet from the date of initial move in. Premier shall have the right to terminate Internet Service to Client for any unauthorized use of or access to the Internet by Client. Upon the expiration or earlier termination of this Agreement, Client must relinquish and discontinue use of any IP address(es) and e-mail accounts assigned to Client. Premier may elect to reassign new IP address(es) at any time. If Premier detects inordinate amounts of bandwidth consumption and/or connections in excess of one connection for each "internet Access" connection subscribed to by Client, Premier reserves the right to either: (a) temporarily block services; (b) disallow usage above a pre-determined threshold; or (c) charge client for the excess bandwidth or additional connections used. Any such election by Premier shall not constitute a waiver of Premier's right to terminate this Agreement due to any breach by Client of the provisions of this Paragraph. After 2 warnings of inordinate bandwidth consumption by Client, Premier shall have the right

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to terminate Internet Service to Client. Voice over IP telephones are not allowed, and Client shall not connect voice over IP telephones to the Internet Service. Client shall be subject to, and Client's use of Internet Service shall be limited by, any rules and regulations that Premier may impose in connection with use of the Internet Service. Premier shall have the right to terminate Internet Service to Client if Client violates any such rules and regulations. If Premier is informed by government authorities of inappropriate or illegal use by Client of Premier's facilities or other networks accessed through Premier, Premier may terminate Client's Internet Service. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD PREMIER HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, ACTION OR EXPENSE ARISING FROM CONTENT DISSEMINATED BY CLIENT'S EQUIPMENT, SOFTWARE AND/OR USERS OF THE INTERNET SERVICE. PREMIER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING BANDWIDTH SPEEDS FOR THE INTERNET SERVICE.

14. HANDLING OF MAIL UPON TERMINATION. Upon expiration or earlier termination of this Agreement, you must notify all parties with whom you do business of your change of address. You agree not to file a change of address form with the postal service. Filing of a change of address form may forward all mail addressed to the Center to your new address. In addition, all telephone and facsimile numbers and IP addresses are the property of Premier. These numbers will not be transferred to you at the end of the term. Upon termination of the Agreement you will pay a termination fee of \$200 per office to cover the cost of providing your new telephone number and address to all incoming callers, holding your mail and facsimiles for a period of 30 days after termination. After 30 days you may request the continuation of these services at our current rates.

15. NOTICES. All notices are to be in writing and may be given by registered or certified mail, postage prepaid, overnight mail service or hand delivered with proof of delivery. Notices to Premier, to be effective, must be sent to the address of the Center listed on the first page of this Agreement and addressed to the attention of the Center's General Manager, with a copy addressed to Premier Workspaces, 2102 Business Center Drive, Attention: Director of Operations, Irvine, CA 92612. Notices to Client may be sent to Client at the address listed on the first page of this Agreement.

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16. MEDIATION; GOVERNING LAW. In the event a dispute arises under this Agreement, you agree to submit the dispute to mediation pursuant to the procedure established by the American Arbitration Association; if the amount of your claim is less than \$10,000, then the AAA Online Mediation procedure shall apply. If mediation does not resolve the dispute, you agree that the matter will be submitted to arbitration pursuant to the procedure established by the American Arbitration Association in Orange County, California, unless Premier elects to not have the dispute resolved through arbitration. The decision of the arbitrator will be binding on the parties. The non-prevailing party as determined by the arbitrator shall pay the prevailing parties' attorneys' fees and costs of the arbitration. Furthermore, if a court decision prevents or Premier elects not to submit this matter to arbitration, then the non-prevailing party as determined by the court shall pay the prevailing parties' reasonable attorneys' fees and costs. Nothing in this paragraph will prohibit Premier from seeking equitable relief, including without limitation, any action for removal of Client from the Center after the license has been terminated or revoked. This Agreement is governed by the laws of the State of California.

17. MISCELLANEOUS. Client may not assign this Agreement without Premier's prior written consent, which consent will not be unreasonably withheld. No assignment shall release Client from Client's liability under this Agreement. This Agreement is the entire agreement between you and Premier. It supersedes all prior agreements. This Agreement may not be modified, except in writing signed by both parties. If more than one party signs this Agreement as Client, the obligations of such parties shall be joint and several. The terms of this Agreement are confidential. Neither Premier nor Client may disclose the terms of this Agreement to a third party without the other's consent, unless in connection with legal proceedings or unless required to do so by law or an official authority. Disclosure of the terms of this Agreement to another client of Premier or a third party without our written approval may result in the immediate termination of this Agreement. **This Agreement is not binding on Premier unless it is executed by the Chief Executive Officer of Premier.**

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RULES AND REGULATIONS

1. The electrical current shall be used for ordinary lighting purposes, to run desktop computers, and facsimile equipment only unless written permission to do otherwise shall first have been obtained from Premier at an agreed charge to Client.
2. Client may use the conference room(s) or day offices at the Center only upon reserving the use thereof in advance (which reservation shall be subject to availability), and any such use shall be subject to Client's payment of a usage fee for conference room/day office use as set forth on Premier's then current fee schedule. Such usage fees will be charged to your account and are payable on the first day of the calendar month following the month of use. Immediately following Client's use of the conference room (or day office) and/or audio/visual equipment Client shall clean up and return the space(s) to the state and condition it was prior to Client's use. If not, Premier may charge Client for any expenses required to restore the space and/or equipment to its original condition.
3. Noise levels shall be conducive to a professional environment and shall not interfere with or annoy other Clients. Due to the shared environment nature of an executive office suite, Client must use telephone headsets instead of phone speakers to reduce noise levels. Client and their guests shall conduct themselves in a businesslike manner, and proper attire will be worn at all times. Client shall not use, keep or permit to be used or kept any foul or noxious gas or substance in Client's office(s) or other portions of the Center, or permit Client's office(s) or other portions of the Center to be occupied or used in a manner tending to create a nuisance or to disturb any other occupant of any part of the Center or the Building or interfere in any way with other occupants or those having business therein.
4. Canvassing, soliciting and peddling in the Center or Building are prohibited. Client shall not provide or offer any services to Premier's customers, if such services are available from Premier.
5. Client shall not mark, drive nails, screw, drill into, paint or affix anything to walls of Center or Client's office(s) without prior written consent of Premier, nor in any way deface or injure the Center or Building or any part thereof. The expense of remedying any breakage or damage resulting from a violation of this rule shall be borne by Client.
6. Client shall not conduct any activity within the Center or Building, which in the sole judgment of Premier or the Building Landlord will create excessive traffic or is inappropriate to the executive office suite environment.
7. Client shall not conduct business in the corridors or any other areas, except in its designated office(s) or conference rooms. Client shall not block or congregate in the common areas and those areas must be kept neat and attractive at all times. Client shall not prop open any corridor doors, exit doors or doors connecting corridors during or after business hours. All corridors, halls, elevators and stairways shall not be obstructed by Client or used for any purpose other than normal egress and ingress.
8. No advertisement, identifying signs, personal items or artwork or other notices shall be inscribed, painted or affixed on any part of the corridors, doors, public areas or cubicles. Additionally, Client shall not erect or install or otherwise utilize signs, light symbols, canopies, awnings, window coverings or other advertising or decorative matter on the windows, walls, and exterior doors, or areas otherwise visible from the exterior of the Center or Client's office(s).
9. Without Premier's prior written permission, Client is not permitted to place "mass market", direct mail or advertising (i.e. newspaper, classified advertisements, billboards) using Premier's assigned phone number, nor shall Client use the Center's address as the return address on mass marketing mailers or take any other action, that would generate an excessive amount of incoming calls or return mail.
10. Client shall not use cooking equipment at the Center other than the microwave oven in the Center's lounge.
11. Client shall not use or store or bring into the Center or Building oil, burning fluids (or candles), gasoline, kerosene, explosives or any other inflammable, combustible or hazardous materials.
12. Client shall not bring any animals (except Seeing Eye dogs) into the Center or Building, nor shall any bicycles or vehicles be brought in or kept in or about the Center or the Building.
13. Client shall not remove furniture, fixtures or decorative material from offices or common areas without the written consent of Premier.
14. Client shall use chair mats in the office(s) and any damage from failure to use the same shall be the responsibility of the Client.
15. Client shall not use the Center for manufacturing or storage of merchandise, except as such storage may be incidental to general office purposes.
16. Client shall not use or sell liquor, narcotics or tobacco in any form in the Center or Building. Client shall also not use or sell electronic cigarettes, vapor pipes, vaporizers or other inhalation devices in Center or Building.
17. Client shall not use the office(s) for lodging or sleeping or for any immoral or illegal purposes.
18. Client shall not modify existing locks or install additional locks or bolts of any kind on any of the doors or windows of the Center. Client also shall not be allowed to make duplicate keys for their office(s).
19. Before leaving the office(s) unattended for an extended period of time, Client shall close and securely lock all doors and shut off all lights and other electrical apparatus. Any damage resulting from failure to do so shall be paid by Client.
20. Premier shall not be responsible for any loss, damage or theft of any property belonging to Client or any employee, agent or invitee of Client.
21. Client shall use only telecommunications systems and service (including local, long distance and international service), Internet service and copy machine equipment and services as provided by Premier at Premier's standard rates.
22. Neither Client nor Client's employees, agents, representatives or invitees shall participate in any type of harassment or other disruptive behavior, whether verbal or physical, in the Center or Building. Premier and the Building Landlord reserves the right to exclude or expel from the Center and the Building any person who, in the judgment of Premier or the Building Landlord is under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.
23. Premier and the Building Landlord shall have the right to limit the weight, size and to designate the locations of all safes, file rooms, libraries and other heavy property in Client's office(s). Maximum uniform floor loading allowed is 65 pounds per square foot.
24. Client shall not use or permit to be used in Client's office(s) or elsewhere in the Center anything that will increase the rate of insurance on the Building or any part thereof, nor permit anything that may be dangerous to life or limb.
25. Client and its employees and invitees shall obey all traffic and parking regulations as posted throughout the Building by the Building Landlord. Client is responsible for informing its employees, visitors, and clients of parking regulations. Neither Premier nor the Building Landlord shall be held responsible for towing a visitor, client or employee who does not comply or who is unaware of these regulations.
26. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the Client who, or whose employees or invitees, have caused it.
27. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevator except between such hours and in such elevators as shall be designated by the Building Landlord. Neither Premier nor the Building Landlord shall be responsible for loss or damage to any of the items above referred to, and Client will be responsible for the cost of repairing any damage done to the Center or the Building by moving or maintaining any of such items. Client will be responsible for complying with the Building rules and regulations with regard to moving in and out of the Building.
28. On Saturdays, Sundays and legal holidays, and after the normal business hours established by the Building Landlord, access to the Building or to the halls, corridors, elevators or stairways in the Building, or to the Center may be refused unless the person seeking access has a pass or is properly identified. Neither Premier nor the Building Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public disturbance or other commotion, the Building Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the tenants and protection of the property in the Buildings.
29. Client shall deposit all garbage in the receptacles Premier and the Building Landlord provides for garbage and will not leave or accumulate any boxes, packaging material, or other trash of any kind on the premises or common areas. Client shall not throw anything out of doors, windows, or skylight or down the passageways of the Building.
30. No auction, quitting business, bankruptcy, fire, or similar sale shall be conducted on the premises.
31. Client acknowledges that food is to be covered at all times when transported throughout the Center and public spaces of the Building. Client is responsible for informing Client's employees of this requirement.
32. All exterior blinds in Client's office(s) shall be kept either all the way up or all the way down to maintain Class A appearance in the Building.
33. Client shall comply with all safety, fire protection and evacuation regulations established by the Building Landlord or any applicable governmental agency. Client shall not use or permit space heaters or other heating equipment to be used in Client's office(s).
34. Guns may not be brought into the Center unless (i) allowed per applicable state law, (ii) the carrier is in compliance with applicable license laws, and (iii) the Building Landlord has not prohibited guns in the Building in accordance with applicable state or local law.
35. Premier reserves the right to make such other Rules and Regulations that in its judgment may from time to time be needed for the safety, care and cleanliness of the Center.
36. Premier shall not be responsible for the failure of any other client or their guests to comply with any of the Rules and Regulations, but shall use reasonable efforts to uniformly enforce all Rules and Regulations.

Cover Sheet

Memorandum of Understanding (MOU) Regarding the Corona Pointe Lease

Section: III. Operations
Item: C. Memorandum of Understanding (MOU) Regarding the
Corona Pointe Lease
Purpose: Vote
Submitted by:
Related Material: PCA MVA CPA MOU re Corona Lease w signatures.pdf

BACKGROUND:

This MOU is an agreement that outlines a previous lease and the terms for termination.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into and made effective on September 30, 2021 by and between PACIFIC COAST ACADEMY, a California public charter school and California non-profit public benefit corporation (“PCA”), MISSION VISTA ACADEMY, a California public charter school and California non-profit public benefit corporation (“MVA”), and CABRILLO POINT ACADEMY, a California public charter school and California non-profit public benefit corporation (“CPA”).

RECITALS

WHEREAS, PCA, MVA, and CPA were all formerly Inspire Charter Schools-related California public charter schools and all terminated their relationships with Provenance, ostensible successor-in-interest to Inspire Charter Schools, as of June 30, 2021;

WHEREAS, during their time as Inspire Charter Schools-related California public charter schools, Inspire Charter Schools and/or Provenance exercised authority over PCA, MVA, and CPA and entered into transactions on their behalf or at their behest sometimes without the knowledge of the employees of PCA, MVA and CPA charged with operating the schools;

WHEREAS, on or about March 20, 2018, Inspire Charter Schools and/or Provenance purportedly entered into a lease on behalf of PCA so entered into a lease at the behest of Inspire Charter Schools and/or Provenance, a true and correct copy of which is attached hereto as **Exhibit A** and which is incorporated herein by reference;

WHEREAS, Inspire Charter Schools and/or Provenance instructed PCA, MVA, and CPA that the premises that are the subject of Exhibit A were intended for MVA’s use and that CPA would pay the associated security deposit in the amount of \$60,000, despite the fact that the lease that is attached as Exhibit A indicated that the lessee was PCA;

WHEREAS, Inspire Charter Schools and/or Provenance entered into a sublease concerning the premises that are the subject of Exhibit A, a true and correct copy of which is attached hereto as **Exhibit B** and which is incorporated herein by reference, so informed PCA, MVA, and CPA, and apparently a security deposit from the sublessee in the amount of \$9,609.20;

WHEREAS, on or about July 1, 2021, Provenance entered into an assignment for the benefit of creditors (“ABC”) as an alternative to a formal initiation of a bankruptcy proceeding;

WHEREAS, on or about August 23, 2021 the sublessee under the sublease attached hereto as Exhibit B, abandoned the premises that are the subject of Exhibit C, and the lessor under the lease attached as Exhibit A issued an invoice for unpaid charges to PCA in the amount of \$11,100.67, a true and correct copy of which is attached hereto as **Exhibit C** and which is incorporated herein by reference;

WHEREAS, PCA does not desire to be the lessee under the lease attached as Exhibit A, MVA desires to be the lessee under a lease concerning the premises that are the subject of Exhibit A, and CPA desires return of the \$60,000.00 security deposit under the lease attached as Exhibit A;

WHEREAS, PCA, MVA, and CPA wish to work together collaboratively to solve the problems presented herein by Inspire Charter Schools and/or Provenance and as expressed in this MOU, and which problems were not the creation of PCA, MVA, or CPA; and

WHEREAS, the lessor of the premises that are the subject of Exhibit A has agreed to offer MVA a new lease concerning the same premises, to terminate the PCA lease identified as Exhibit A on the condition that MVA approves the new offered by lessor, and to distribute the \$60,000.00 security deposit made by CPA pursuant to instructions received by PCA on the same condition.

NOW THEREFORE, PCA, MVA, and CPA agree as follows:

AGREEMENT

1. MVA's board will consider the new lease offered by the lessor of the premises that are the subject of Exhibit A at its regularly scheduled board meeting on September 30, 2021, a true and correct copy of the agenda of which is attached hereto as **Exhibit D** and which is incorporated herein by reference, and with true and correct copies of the new lease (and associated addendum) attached hereto as **Exhibit E** and **Exhibit F**, and which are incorporated herein by reference.
2. Upon MVA's approval of the new lease and addendum attached as Exhibit E and Exhibit F, PCA will enter into the First Amendment to Lease with lessor, a true and correct copy of which is attached hereto as **Exhibit G** and which is incorporated herein by reference.
3. On or about October 1, 2021, PCA shall instruct the lessor of the premises subject to Exhibit A (i) to pay the unpaid charges attached hereto as Exhibit C from the \$60,000.00 security deposit, leaving a balance of \$48,899.33, (ii) to issue payment to CPA in the amount of \$8,899.33, leaving a balance of \$40,000.00, and (iii) that the remaining amount shall serve as the security deposit under the MVA lease attached hereto as Exhibit E and Exhibit F, by and through the communication attached hereto as **Exhibit H** and which is incorporated herein by reference.
4. On or about October 1, 2021, MVA shall pay CPA a sum of \$40,000.00, reflecting the security deposit being held by the lessor under the MVA lease attached hereto as Exhibit E and Exhibit F.

5. By October 31, 2021, PCA and MVA shall each pay CPA the sum of \$3,700.22 as their respective one-third share of the unpaid charges of \$11,100.67 so that PCA, MVA, and CPA each bear an equal share of those unpaid charges attached as Exhibit C because no party to this MOU created the problems presented herein by Inspire Charter Schools and/or Provenance and because they all benefit from this MOU in that PCA will no longer be in a leasehold relationship with the lessor concerning the premises that are the subject of Exhibit A, MVA will be in a leasehold relationship with the lessor concerning the premises that are the subject of Exhibit A, and CPA shall have its \$60,000.00 security deposit under the lease attached as Exhibit A returned to it (minus CPA's one-third contribution of those unpaid charges attached as Exhibit C in the amount of \$3200.23, leaving it the net sum of \$56,799.77).
6. PCA, MVA, and CPA may share this MOU with its auditors and authorizers to demonstrate their collective good faith efforts to resolve the problems presented herein by Inspire Charter Schools and/or Provenance and as expressed in this MOU, and which problems were not the creation of PCA, MVA, or CPA.
7. Signatures may be made in counterparts and may be exchanged by email. This MOU shall be governed by the laws of the State of California.

Date: 10/1/2021, 2021

PACIFIC COAST ACADEMY



By: **Krystin Demofonte**
Its: **Executive Director**

Date: _____, 2021

MISSION VISTA ACADEMY

By:
Its:

Date: _____, 2021

CABRILLO POINT ACADEMY

By:
Its:

- and CPA each bear an equal share of those unpaid charges attached as Exhibit C because no party to this MOU created the problems presented herein by Inspire Charter Schools and/or Provenance and because they all benefit from this MOU in that PCA will no longer be in a leasehold relationship with the lessor concerning the premises that are the subject of Exhibit A, MVA will be in a leasehold relationship with the lessor concerning the premises that are the subject of Exhibit A, and CPA shall have its \$60,000.00 security deposit under the lease attached as Exhibit A returned to it (minus CPA's one-third contribution of those unpaid charges attached as Exhibit C in the amount of \$3200.23, leaving it the net sum of \$56,799.77).
6. PCA, MVA, and CPA may share this MOU with its auditors and authorizers to demonstrate their collective good faith efforts to resolve the problems presented herein by Inspire Charter Schools and/or Provenance and as expressed in this MOU, and which problems were not the creation of PCA, MVA, or CPA.
 7. Signatures may be made in counterparts and may be exchanged by email. This MOU shall be governed by the laws of the State of California.

Date: _____, 2021

PACIFIC COAST ACADEMY

By:
Its:

Date: October 1, 2021

MISSION VISTA ACADEMY



By: Amy Davis
Its: Senior Director

Date: October 1, 2021

CABRILLO POINT ACADEMY



By: Jenna Lorge
Its: Senior Director

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applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 Acknowledgements. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 Lessee as Prior Owner/Occupant. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 Vehicle Parking. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 Common Areas - Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general nonexclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including, but not limited to, common entrances, lobbies, corridors, stairwells, public restrooms, elevators, parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 Common Areas - Lessee's Rights. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 Common Areas - Rules and Regulations. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 Common Areas - Changes. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 Term. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 Early Possession. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 Delay In Possession. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of

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Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 Lessee Compliance. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 Rent Defined. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.2 Operating Expense Increase. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the "Operating Expense Increase", in accordance with the following provisions:

(a) "Base Year" is as specified in Paragraph 1.9.

(b) "Comparison Year" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as "Operating Expenses":

(i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expense Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 Payment. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

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6. Use.

6.1 Use. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 Lessee's Compliance with Applicable Requirements. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 Inspection; Compliance. Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1e) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 Lessee's Obligations. Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon

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reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder."

7.2 Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed \$2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 Insurance Premiums. The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations.

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unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 Insurance Policies. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 Exemption of Lessor and its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 Failure to Provide Insurance. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of

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the date specified in the termination notice.

9.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value Insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 Termination; Advance Payments. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 Definitions. As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 Payment of Taxes. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 Additional Improvements. Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 Personal Property Taxes. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Services Provided by Lessor. Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

11.2 Services Exclusive to Lessee. Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2(vi), if a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 Hours of Service. Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 Excess Usage by Lessee. Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 Interruptions. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled

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adjusted rent.

- (e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.
- (f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.
- (g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

- (a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.
- (b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.
- (c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.
- (d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.
- (e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)
- (f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.
- (g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

- (a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.
- (b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.
- (c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.
- (d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.
- (e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

- (a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.
- (b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.
- (c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.
- (d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of a unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.
- (e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.
- (f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.
- (g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.
- (h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

- (a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for

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the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 Additional Commission. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.

15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 Representations and Indemnities of Broker Relationships. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published BY AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor

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to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) **Lessor's Agent.** A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor:* (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) **Lessee's Agent.** An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor:* (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) **Agent Representing Both Lessor and Lessee.** A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on a monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

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27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE.

37.2 Default. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 Definition. "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

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39.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. Reservations.

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the reordination of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☒ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☒ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

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ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: _____

By LESSOR:

Pexco Magnolia, LLC, a California limited liability company

By: _____
Name Printed: Larry R Hauptert
Title: General Manager
Phone: 714.998.3400
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

Attn: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker/Agent BRE License #: _____

Executed at: 8:21 a.m.
On: 3-30-18

By LESSEE:

Pacific Coast Academy, a California Corporation

By: Erika a Van
Name Printed: Erika Vanderspek
Title: Principal/Director of Curriculum
Phone: 858-361-7078
Fax: _____
Email: erika@inspire.schools.org

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

Attn: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker/Agent BRE License #: _____

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SUBLEASE AGREEMENT

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT is entered into on December 10, 2020 by and between Provenance
 ("SUBLESSOR"), with an address of 1151 West 5th Street, Azusa, CA
91702 and Sanders Financial Services, ("SUBTENANT"),
 currently located at _____ (the "Parties").

FOR VALUABLE CONSIDERATION, the Parties agree to the following terms and conditions.

1. **Premises.** Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor for the term specified below, and upon all of the conditions set forth herein, that certain real property, including all improvements thereon, commonly known by the street address of 1315 Corona Pointe Court, Corona, CA, located in the County of Riverside, State of California, and generally described as 1315 Corona Pointe Court (the "Premises").

2. **Term.** The term of this Sublease shall be for 4 years, 7 months commencing on December 15, 2020 and ending on June 30, 2025, unless sooner terminated pursuant to any provision hereof. Sublessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises by the commencement date. If, despite said efforts, Sublessor is unable to deliver possession as agreed, the rights and obligations of Sublessor and Sublessee shall be as set forth in the Master Lease and in Paragraph 7 of this Sublease.

3. **Base Rent.** Sublessee shall pay to Sublessor as Base Rent for the Premises equal monthly payments of \$4804.60 in advance, on the 1st day of each month of the term hereof. Sublessee shall pay Sublessor upon the execution hereof \$_____ as Base Rent for the period _____ through _____. Base Rent which is less than one month for any period during the term hereof shall be calculated at a pro rata portion of the monthly installment.

4. **Rent Defined.** All monetary obligations of Sublessee to Sublessor under the terms of this Sublease (except for the Security Deposit) are deemed to be rent ("Rent"). Rent shall be payable in lawful money of the United States to Sublessor at the address stated herein or to such other persons or at such other places as Sublessor may designate in writing.

5. **Security Deposit.** Sublessee shall deposit with Sublessor upon execution hereof \$ 9,609.20 as security for Sublessee's faithful performance of Sublessee's obligations hereunder. The rights and obligations of Sublessor and Sublessee as to said Security Deposit shall be as set forth in the Master Lease (as modified by Paragraph 7 of this Sublease).

6. Use.

(a) **Agreed Use.** The Premises shall be used and occupied only for administrative and office use and for no other purpose.

(b) **Compliance.** Sublessor warrants that the improvements on the Premises comply with all applicable covenants or restrictions of record and applicable building codes, regulations and ordinances in effect on the commencement date. Said warranty does not apply to the use to which Sublessee will put the Premises or to any alterations or utility installations made or to be made by Sublessee. NOTE: Sublessee is responsible for determining whether or not the zoning is appropriate for its intended use, and acknowledges that past uses of the Premises may no longer be allowed. If the Premises do not comply with said warranty, or in the event that the applicable requirements are hereafter changed, the rights and obligations of Sublessor and Sublessee shall be as provided in the Master Lease (as modified in Paragraph 7 of this Sublease).

(c) **Acceptance of Premises and Lessee.** Sublessee acknowledges that (i) it has been advised to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with all applicable requirements) and their suitability for Sublessee's intended use; (ii) Sublessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; and (iii) neither Sublessor, Sublessor's agents, nor any broker has made any oral or written representations or warranties with respect to said matters other than as set forth in this Sublease. In addition, Sublessor acknowledges that it is Sublessor's sole

SUBLEASE AGREEMENT

responsibility to investigate the financial capability and/or suitability of all proposed tenants.

7. Master Lease.

(a) Sublessor is the lessee of the Premises by virtue of a lease, (the "Master Lease"), a copy of which is attached hereto, wherein Rexco Magnolia is the lessor, ("Master Lessor").

(b) This Sublease is and shall at all times be subject and subordinate to the Master Lease.

(c) The terms, conditions and respective obligations of Sublessor and Sublessee to each other under this Sublease shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease which are directly contradicted by this Sublease in which event the terms of this Sublease shall control over the Master Lease. Therefore, for the purposes of this Sublease, wherever in the Master Lease the word "Lessor" is used it shall be deemed to mean the Sublessor herein and wherever in the Master Lease the word "Lessee" is used it shall be deemed to mean the Sublessee herein.

(d) During the term of this Sublease and for all periods subsequent for obligations which have arisen prior to the termination of this Sublease, Sublessee does hereby expressly assume and agree to perform and comply with, for the benefit of Sublessor and Master Lessor, each and every obligation of Sublessor under the Master Lease (the "Sublessee's Assumed Obligations"). The obligations that Sublessee has not assumed under this Paragraph 7 are hereinafter referred to as the "Sublessor's Remaining Obligations".

(e) Sublessee shall hold Sublessor free and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, arising out of Sublessee's failure to comply with or perform Sublessee's Assumed Obligations.

(f) Sublessor agrees to maintain the Master Lease during the entire term of this Sublease, subject however, to any earlier termination of the Master Lease without the fault of the Sublessor, and to comply with or perform Sublessor's Remaining Obligations and to hold Sublessee free and harmless from all liability, judgments, costs, damages, claims or demands arising out of Sublessor's failure to comply with or perform Sublessor's Remaining Obligations.

(g) Sublessor represents to Sublessee that the Master Lease is in full force and effect and that no default exists on the part of any party to the Master Lease.

8. Assignment of Sublease and Default.

(a) Sublessor hereby assigns and transfers to Master Lessor the Sublessor's interest in this Sublease, subject to the provisions of this Paragraph 8.

(b) Master Lessor, by executing this document, agrees that until a default occurs in the performance of Sublessor's Obligations under the Master Lease, that Sublessor may receive, collect and enjoy the Rent accruing under this Sublease. However, if Sublessor defaults in the performance of its obligations to Master Lessor, then Master Lessor may, at its option, receive and collect, directly from Sublessee, all Rent owing and to be owed under this Sublease. Master Lessor shall not, by reason of this assignment of the Sublease nor by reason of the collection of the Rent from Sublessee, be deemed liable to Sublessee for any failure of Sublessor to perform and comply with Sublessor's Remaining Obligations.

(c) Sublessor hereby irrevocably authorizes and directs Sublessee upon receipt of any written notice from the Master Lessor stating that a default exists in the performance of Sublessor's obligations under the Master Lease, to pay to Master Lessor the Rent due and to become due under the Sublease. Sublessor agrees that Sublessee shall have the right to rely upon any such statement and request from Master Lessor, and that Sublessee shall pay such Rent to Master Lessor without any obligation or right to inquire as to whether such default exists and notwithstanding any notice from or claim from Sublessor to the contrary and Sublessor shall have no right or claim against Sublessee for any such Rent so paid by Sublessee.

(d) No changes or modifications shall be made to this Sublease without the consent of Master Lessor.

9. Consent of Master Lessor.

SUBLEASE AGREEMENT

(a) In the event that the Master Lease requires that Sublessor obtain the consent of Master Lessor to any subletting by Sublessor, then this Sublease shall not be effective unless, within ten (10) days of the date hereof, Master Lessor signs this Sublease thereby giving its consent to this subletting.

(b) In the event that the obligations of the Sublessor under the Master Lease have been guaranteed by third Parties, then neither this Sublease nor the Master Lessor's consent shall be effective unless, within ten (10) days of the date hereof, said guarantors sign this Sublease thereby giving their consent to this Sublease.

(c) In the event that Master Lessor does give such consent then:

(i) Such consent shall not release Sublessor of its obligations or alter the primary liability of Sublessor to pay the Rent and perform and comply with all of the obligations of Sublessor to be performed under the Master Lease.

(ii) The acceptance of Rent by Master Lessor from Sublessee or anyone else liable under the Master Lease shall not be deemed a waiver by Master Lessor of any provisions of the Master Lease.

(iii) The consent to this Sublease shall not constitute a consent to any subsequent subletting or assignment.

(iv) In the event of any default of Sublessor under the Master Lease, Master Lessor may proceed directly against Sublessor, any guarantors or anyone else liable under the Master Lease or this Sublease without first exhausting Master Lessor's remedies against any other person or entity liable thereon to Master Lessor.

(v) Master Lessor may consent to subsequent sublettings and assignments of the Master Lease or this Sublease or any amendments or modifications thereto without notifying Sublessor or anyone else liable under the Master Lease and without obtaining their consent and such action shall not relieve such persons from liability.

(vi) In the event that Sublessor should default in its obligations under the Master Lease, then Master Lessor, at its option and without being obligated to do so, may require Sublessee to attorn to Master Lessor in which event Master Lessor shall undertake the obligations of Sublessor under this Sublease from the time of the exercise of said option to termination of this Sublease but Master Lessor shall not be liable for any prepaid Rent nor any Security Deposit paid by Sublessee, nor shall Master Lessor be liable for any other defaults of the Sublessor under the Sublease.

(d) The signatures of the Master Lessor and any Guarantors of Sublessor at the end of this document shall constitute their consent to the terms of this Sublease.

(e) Master Lessor acknowledges that, to the best of Master Lessor's knowledge, no default presently exists under the Master Lease of obligations to be performed by Sublessor and that the Master Lease is in full force and effect.

(f) In the event that Sublessor defaults under its obligations to be performed under the Master Lease by Sublessor, Master Lessor agrees to deliver to Sublessee a copy of any such notice of default. Sublessee shall have the right to cure any default of Sublessor described in any notice within ten (10) days after such service of such notice of default on Sublessee. If such default is cured by Sublessee, then Sublessee shall have the right of reimbursement and offset from and against Sublessor.

10. Broker's Fee.

(a) Upon execution hereof by all Parties, Sublessor shall pay to none
_____ a licensed real estate broker ("Broker") a fee as set forth in a separate agreement between Sublessor and Broker, or in the event there is no such separate agreement, the sum of \$ 0 for brokerage services rendered by Broker to Sublessor in this transaction.

(b) Sublessor agrees that if Sublessee exercises any option or right of first refusal as granted by Sublessor herein, or any option or right substantially similar thereto, either to extend the term of this Sublease, to renew this Sublease, to purchase the Premises, or to lease or purchase adjacent property which Sublessor may own or in which Sublessor has an interest, then Sublessor shall pay to Broker a fee in accordance with the schedule of Broker in effect at the time of the execution of this Sublease. Notwithstanding the foregoing, Sublessor's obligation under this Paragraph 10(b) is limited to a transaction in which Sublessor is acting as a Sublessor, lessor or seller.

SUBLEASE AGREEMENT

(c) Master Lessor agrees that if Sublessee should exercise any option or right of first refusal granted to Sublessee by Master Lessor in connection with this Sublease, or any option or right substantially similar thereto, either to extend or renew the Master Lease, to purchase the Premises or any part thereof, or to lease or purchase adjacent property which Master Lessor may own or in which Master Lessor has an interest, or if Broker is the procuring cause of any other lease or sale entered into between Sublessee and Master Lessor pertaining to the Premises, any part thereof, or any adjacent property which Master Lessor owns or in which it has an interest, then as to any of said transactions, Master Lessor shall pay to Broker a fee, in cash, in accordance with the schedule of Broker in effect at the time of the execution of this Sublease.

(d) Any fee due from Sublessor or Master Lessor hereunder shall be due and payable upon the exercise of any option to extend or renew, upon the execution of any new lease, or, in the event of a purchase, at the close of escrow.

(e) Any transferee of Sublessor's interest in this Sublease, or of Master Lessor's interest in the Master Lease, by accepting an assignment thereof, shall be deemed to have assumed the respective obligations of Sublessor or Master Lessor under this Paragraph 10. Broker shall be deemed to be a third-party beneficiary of this Paragraph.

11. Attorney's Fees. If any party or the Broker named herein brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action, on trial and appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the Court.

12. Additional Provisions.

Sublessee shall reserve the right to assign or sublet to a subsequent sublessee, prior to the expiration of this agreement, upon consent from the Sublessor and written approval of the Master Lessor.

- a. Sublessor supplied services: Sublessor is not obligated to provide the following within the Premises:
 - i. Janitorial Services: Sublessee is responsible for 22.08% of all costs associated with Janitorial services and Janitorial supplies associated with the building.
 - ii. Electricity and Water: Sublessee is responsible for 22.08% of all electricity and water usage associated with the building.
 - iii. Sublessee is responsible for providing tenant insurance to Master Lessor and will do so within 20 days of occupying the facility.
- b. Sublessee will be responsible for paying all rent amounts to the Master Lessor directly.

13. Governing Law. This Sublease shall be governed by the laws of the State of California. Any disputes hereunder will be heard in the appropriate state and federal courts located in the County of Riverside, CA..

Executed at: _____

Sublessor: _____

On: _____

By: _____

Address: _____

Printed Name: _____

Title: _____

Executed at: _____

Sublessee: SANDERS FINANCIAL SERVICES

On: 12.15.2020

By: Nicole C. Sanders

Address: 1315 CORONA POINT CT.
SUITE 102
CORONA, CA 92879

Printed Name: NICOLE C. SANDERS

SUBLEASE AGREEMENT

Title: PRESIDENT & CEO

Tenant Information						
Pacific Coast Academy			Date	08/23/2021		
[REDACTED]			Lease Id	t0000268		
1315 Corona Pointe Court, Suite 102			Property	magnolia		
Corona, CA 92879			Location	Rexco Magnolia LLC		
			Assigned Space	D3-102		
			Lease Area	2,448.00		
			Lease Term	From 05/25/2018 To 06/30/2025		
			Status	Current		

Unpaid Charge Details						
Invoice Date	Post Month	Control No.	Description	Charges	Payments	Amount Owed
07/23/2021	07/2021	C-26980	Electric 6/1/21-7/1/21	545.07	0.00	545.07
07/23/2021	07/2021	C-26981	Water 5/21/21-6/21/21	71.84	0.00	71.84
07/23/2021	07/2021	C-26982	Janitorial cleaning- July	109.54	0.00	109.54
07/23/2021	07/2021	C-26983	Janitorial supplies- July	78.74	0.00	78.74
08/01/2021	08/2021	C-26848	Base Rent (08/2021)	4,948.74	0.00	4,948.74
08/01/2021	08/2021	C-26849	Operating Expenses Estimate (08/2021)	199.00	0.00	199.00
09/01/2021	09/2021	C-27330	Base Rent (09/2021)	4,948.74	0.00	4,948.74
09/01/2021	09/2021	C-27331	Operating Expenses Estimate (09/2021)	199.00	0.00	199.00
Total				11,100.67	0.00	11,100.67



MISSION VISTA ACADEMY

1440 Beaumont Avenue, Suite A2 #412, Beaumont, CA 92223

Phone (951) 395-8940 * Fax (951) 395-8941

Regularly Scheduled Board Meeting

Mission Vista Academy

September 30, 2021 – 5:00 pm

350 W. Brookside

Beaumont, CA 92223

Through Teleconference

Join Zoom Meeting

<https://us02web.zoom.us/j/89714561843>

Meeting ID: 897 1456 1843

Dial by your location

1 669 900 6833 US (San Jose)

Find your local number: <https://us02web.zoom.us/u/kbm8IP7jOc>

AGENDA

1. Call to Order
2. Approval of the Agenda
3. Public Comments
4. Senior Director's Report
5. Consent Agenda

The following items are considered by the Senior Director to be of a routine nature.

The last item in this section is a single vote to approve them en masse with one motion. Any recommendation may be removed at the request of any Board Member and placed on the regular agenda.

- a. August Regular Board Meeting Minutes
- b. September 9th Special Board Meeting Minutes
- c. September 23rd Special Board Meeting Minutes
6. Discussion and Potential Action on August Financial Report
7. Discussion and Potential Action on Corona Office Lease



MISSION VISTA ACADEMY

1440 Beaumont Avenue, Suite A2 #412, Beaumont, CA 92223

Phone (951) 395-8940 * Fax (951) 395-8941

8. Discussion and Potential Action on Resolution for Continuing School Board Authority to Hold Virtual Meetings Pursuant to AB 361
9. Discussion and Potential Action on Board Development of Adhoc Committee
10. Announcement of Next Regular Scheduled Board Meeting
11. Adjournment

Public comment rules: Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option

to communicate with the administrative team your desire to address the board or simply communicate orally your desire to address the board when the board asks for public comments. Speakers may be called in the order that requests are received. We ask that comments are limited to 2 minutes each, so that as many people as possible may be heard. If a member of the public utilizes a translator to address the board, those individuals are allotted 4 minutes each. If the board utilizes simultaneous translation equipment in a manner that allows the board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

Note: Mission Vista Academy Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at 951-393-1352 at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).



STANDARD MULTI-TENANT OFFICE LEASE - NET

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only September 21, 2021, is made by and between Rexco Magnolia LLC, A California limited liability company ("Lessor") and Mission Vista Academy, a California non-profit corporation ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) **Premises:** That certain portion of the Project (as defined below), commonly known as (street address, suite, city, state): 1315 Corona Pointe Court, Suite 102, Corona, CA 92879 ("Premises"). The Premises are located in the County of Riverside, and consist of approximately 2,448 rentable square feet and approximately N/A useable square feet. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." The Project consists of approximately 11,087 rentable square feet. (See also Paragraph 2)

1.2(b) **Parking:** Ten (10) unreserved and Zero (0) reserved vehicle parking spaces at a monthly cost of N/A per unreserved space and N/A per reserved space. (See Paragraph 2.6)

1.3 **Term:** four (4) years and nine (9) months ("Original Term") commencing October 1, 2021 ("Commencement Date") and ending June 30, 2026 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing N/A ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$3,916.80 per month ("Base Rent"), payable on the First day of each month commencing October 1, 2021. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50.

1.6 **Lessee's Share of Operating Expenses.** twenty-two point zero eight percent (22.08%) ("Lessee's Share"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 Base Rent and Other Monies Paid Upon Execution:

(a) **Base Rent:** \$3,916.80 for the period October 1, 2021- October 31, 2021.

(b) **Operating Expenses:** The current estimate for the period October 1, 2021- October 31, 2021 is \$1,272.96 (updated).

(c) **Security Deposit:** \$40,000.00 ("Security Deposit"). (See also Paragraph 5)

(d) **Parking:** N/A for the period N/A.

(e) **Other:** N/A for N/A.

(f) **Total Due Upon Execution of this Lease:** \$45,189.76 (updated).

1.8 **Agreed Use:** Administrative and office use only. (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the "Insuring Party". (See also Paragraph 8)

1.10 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm _____ **License No.** _____ **Is the broker of (check one):** ☐ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent _____ **License No.** _____ **is (check one):** ☐ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm _____ **License No.** _____ **Is the broker of (check one):** ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent _____ **License No.** _____ **is (check one):** ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of N/A or N/A % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by N/A ("Guarantor"). (See also Paragraph 37)

1.12 **Business Hours for the Building:** Twenty-four hours a day, 365 days a year a.m. to N/A p.m., Mondays through Fridays (except Building Holidays) and N/A a.m. to N/A p.m. on Saturdays (except Building Holidays). "Building Holidays" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and N/A.

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☒ Janitorial services

☒ Electricity

☒ Other (specify): Lessee shall pay 22.08% of water and electricity supplied to the Building, and common area janitorial services. Lessor will bill back the Lessee monthly on a separate invoice for the previous months pro-rata share of these utilities.

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☒ an Addendum consisting of Paragraphs 50 through 62;

☒ a plot plan depicting the Premises;

☒ a current set of the Rules and Regulations;

☐ a Work Letter;

☐ a janitorial schedule;

☒ other (specify): Exhibit A- Floor Plan, Exhibit B- Site Plan, Exhibit C- Rules and Regulations & Exhibit D- Tenant Insurance.

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs

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("Start Date"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking.** So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 **Common Areas - Definition.** The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general nonexclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including, but not limited to, common entrances, lobbies, corridors, stairwells, public restrooms, elevators, parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights.** Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations.** Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term.**

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or

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partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expenses) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Operating Expenses.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of all Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) "**Operating Expenses**" include all costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, including, but not limited to, the following:

- (i) The operation, repair, and maintenance in neat, clean, safe, good order and condition, of the following:
 - (aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;
 - (bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, lessees or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.
 - (cc) The Premises and/or any other space occupied by a tenant.
- (ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;
- (iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";
- (iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;
- (v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;
- (vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;
- (vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;
- (viii) The cost to replace equipment or capital components such as the roof, foundations, or exterior walls, the cost to replace a Common Area capital improvement, such as the parking lot paving, elevators or fences, and/or the cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3. Provided however, that if such equipment or capital component has a useful life for accounting purposes of 5 years or more that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month;
- (ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.
- (x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(b) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. **Use.**

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6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.**

7.1 **Lessee's Obligations.** Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any improvements within the Premises.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and

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repair the Premises, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed \$2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Project) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. **Insurance; Indemnity.**

8.1 **Insurance Premiums.** The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (a)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).

8.2 **Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds

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from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages

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from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor shall be obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definitions.** As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. "**Real Property Taxes**" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.**

11.1 **Services Provided by Lessor.** Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

11.2 **Services Exclusive to Lessee.** Notwithstanding the provision of paragraph 11.1, Lessee shall pay for all water, gas, heat, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. If a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service.** Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee.** Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions.** There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.6 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent, **which shall not be unreasonably withheld.**

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price

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previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

- (e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.
- (f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.
- (g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

- (a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.
- (b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.
- (c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.
- (d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.
- (e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)
- (f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.
- (g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

- (a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.
- (b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.
- (c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.
- (d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.
- (e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

- (a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.
- (b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.
- (c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.
- (d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.
- (e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.
- (f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.
- (g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.
- (h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

- (a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately

surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

~~15.1 Additional Commission—In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.~~

~~15.2 Assumption of Obligations—Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.~~

~~15.3 Representations and Indemnities of Broker Relationships—Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.~~

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an

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Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 Options. Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

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(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor.

30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect to Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee. In addition, Lessor shall have the right to retain keys to the Premises and to unlock all doors in or upon the Premises other than to files, vaults and safes, and in the case of emergency to enter the Premises by any reasonably appropriate means, and any such entry shall not be deemed a forcible or unlawful entry or detainer of the Premises or an eviction. Lessee waives any charges for damages or injuries or interference with Lessee's property or business in connection therewith.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

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37. Guarantor.

37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 Default. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 Definition. "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. Reservations.

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any Lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on pole signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☒ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☒ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to

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correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASP) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASP) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____

On: _____

By LESSOR:

Rexco Magnolia LLC, A California limited liability company

By: _____

Name Printed: Larry R. Haupert

Title: General Manager

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

BROKER

Attn: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Federal ID No.: _____

Broker DRE License #: _____

Agent DRE License #: _____

Executed at: _____

On: _____

By LESSEE:

Mission Vista Academy, a California non-profit corporation

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

BROKER

Attn: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Federal ID No.: _____

Broker DRE License #: _____

Agent DRE License #: _____

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ADDENDUM TO OFFICE LEASE

This Addendum is entered into concurrently with the AIR CRE Standard Multi-Tenant Office Lease - Net (Lease) dated September 21, 2021, entered into between Rexco Magnolia, LLC, a California limited liability company (Lessor) and Mission Vista Academy, a California non-profit corporation (Lessee). All capitalized terms not defined herein shall have the meaning ascribed to them in the Lease. Any inconsistencies between the body of the Lease and this Addendum shall be governed by this Addendum.

**Paragraph 50
Base Rent**

The initial Base Rent for the Lease shall be Three Thousand and Nine Hundred and Sixteen Dollars and Eighty Cents (\$3,916.80) per month. Thereafter, the Base Rent shall increase three percent (3%) annually during the initial term of the Lease. Accordingly, the Monthly Base Rent for the initial Four (4) years and nine (9) months Term of the Lease is as follows:

October 1, 2021 to September 31, 2022	\$3,916.80
October 1, 2022 to September 31, 2023	\$4,034.30
October 1, 2023 to September 31, 2024	\$4,155.33
October 1, 2024 to September 31, 2025	\$4,279.99
October 1, 2025 to June 30, 2026	\$4,408.39

**Paragraph 51
Lessee's Share**

Lessee's Share shall be the ratio that the approximate rentable square feet of the Premises bears to the approximate total rentable square feet of the Building. The approximate rentable square footage of the Premises is two thousand four hundred and forty-eight (2,448) square feet, and the approximate rentable square footage of the Building is eleven thousand eighty-seven (11,087) square feet. Therefore, Lessee's Share is twenty-two and eight hundredths percent (22.08%).

**Paragraph 52
Parking and Common Areas**

(a) Lessor covenants that the Common Areas directly associated with the Premises and within the boundaries of the parcel on which the Building is located shall be available for the non-exclusive use of Lessee during the Term of this Lease in accordance with the Declarations (defined below). The parking spaces allocated to Lessee shall be on the parcel on which the Building is located and shall be allocated to the Premises based on four (4) parking spaces per 1,000 square feet; provided, however, such parking is available to Lessee on a non-exclusive basis only. This Lease shall be subordinate to any agreement existing as of the date of this Lease governing the Project, Building or Premises or subsequently applicable to such real property. Those agreements provide, among other things, reciprocal easements and restrictions pertaining to the Common Areas within Corona Pointe (including parking), and for ingress and egress over circulation drives, and if a conflict between those agreements and this Lease occurs, the provisions of those agreements shall prevail. All parking spaces provided to Lessee shall be free of charge for entire Term of the Lease.

(b) Lessee, in the use of the Common Areas, agrees to comply with the reasonable rules and regulations as Lessor may adopt from time to time for the orderly and proper operation of the Common Areas. The current rules and regulations are attached hereto as Exhibit C. The rules and regulations are subject to change at any time.

(c) Lessor reserves the right at any time and from time to time to (a) make or permit changes or revisions in the plan for the Project, including additions to, subtractions from, rearrangements of, alterations of, modifications of, or supplements to the building areas, walkways, driveways, parking areas or other common areas; (b) construct improvements at the Project and to make alterations thereof or additions thereto and to build additional stories on or in any such building(s) and build adjoining same; and (c) make or permit changes or revisions in

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the Project, including additions thereto, and to convey portions of the Project to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof; provided, however, that no such changes, rearrangements or other construction shall reduce the parking areas below the number of parking spaces required by law.

(d) The Operating Expenses for the first month of the Term as set forth in Section 1.9(b) is an estimate only. In addition, Lessor makes no representation or guaranty as to the amount of Operating Expenses that will be charged to Lessee either as of the date the Lease is executed or at any time in the future.

Paragraph 53 Additional Lessee Covenants on Use

(a) Lessee shall not use the Premises, or permit the Premises or any part of the Premises to be used, for any purpose other than the purpose set forth in Section 1.10. No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the Building (once this rate is established) or cause a cancellation of any insurance policy covering the Building or any part of the Building, nor shall Lessee sell or permit to be kept, used or sold in or about the Premises any article that may be prohibited by standard form of fire insurance policies. Lessee shall, at Lessee's sole cost, comply with all requirements pertaining to the use of the Premises of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering the building and appurtenances. If Lessee's use of the Premises, as recited in Section 1.10, results in a rate increase for the Building of which the Premises are a part, Lessee shall pay annually on the anniversary date of this Lease, as additional rent, a sum equal to that of the additional premium occasioned by the rate increase (unless Lessor requires the increased payment to be made monthly).

(c) Lessee shall conduct its business in conformity with and be bound by any and all declarations of covenants, conditions and restrictions, grants of easements, restrictive easement agreements, development agreements, parking lot maintenance agreements, notices of annexation, reservation of easements, restrictive covenant agreements, grant deed restrictions, or any similar documents or instruments and any and all amendments, replacements or modifications thereto affecting all or any part of the Project, whether in existence at the time this Lease is executed or at any later time, and whether recorded as of the date of execution of this Lease or not, including without limitation the Memorandum of Owner Participation Agreement (Instrument No. 2002-604919), Declaration of Covenants, Conditions and Restrictions (Instrument No. 2002-621225), the Declaration of Covenants, Conditions and Restrictions for Corona Pointe (Instrument No. 2003-455363) and the Reciprocal Easement Agreement (Instrument No. 2004-059269) (collectively, Declarations). The obligation to be bound by such covenants includes the obligation to pay any special assessments charged to Lessor that are directly related to the Premises or to the actions of Lessee and/or its officers, employees, contractors, invitees or agents, and to pay Lessee's Share of regular assessments charged to Lessor as part of the Common Area Operating Expenses.

Paragraph 54 Sale of Building

If Lessor sells the Building, Lessor shall be and is entirely relieved of all liability under this Lease, and of all the covenants and obligations contained in or derived from this Lease; and the purchaser, upon the sale or any subsequent sale of the Building, shall be deemed to have assumed and agreed to carry out any of the covenants and obligations of Lessor under this Lease.

Paragraph 55 Lessee's Performance

(a) If Lessee shall fail within any time limits that may be provided in this Lease to complete any work or perform any other requirements to be performed by Lessee prior to the Commencement Date, Lessor may send Lessee written notice of this default and if this default is not corrected within ten (10) days, Lessor may, at its option, by written notice prior to the curing of this default, terminate this Lease.

(b) Lessor shall not be responsible for providing any utility or building services unless

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Lessor is specifically obligated to provide such utility or building services in the Lease. Lessee shall be fully responsible for all utility and building services Lessor is not obligated to provide, and Lessee hereby represents that by signing this Lease, Lessee has fully investigated all utility and building services it will be required to provide as set forth in this Lease, and waives any claim against Lessor for the failure to provide such services.

Paragraph 56 Force Majeure

If Lessor is delayed or prevented from the performance of any act required under this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of Lessor, including inclement weather, performance of any act shall be excused for a period of the delay and the period for the performance of any act shall be extended for a period equivalent to the period of such delay.

Paragraph 57 Lessee Improvements and Commencement Date

(a) Upon execution of this Lease, and subject to the warranties provided within the Lease, Lessee shall accept the Premises in an "as-is" condition.

(b) Lessee acknowledges and agrees as follows: (i) except as specifically set forth in this Lease, Lessor has made no representations or warranties of any kind whatsoever, express or implied, in connection with the physical condition of the Premises; (ii) on or prior to the execution date of this Lease, Lessee will have fully investigated the Premises and all matters pertaining thereto; (iii) Lessee, in entering into this Lease, is relying entirely on its own investigation of the Premises; (iv) on or prior to the execution date of this Lease, Lessee will be aware of all zoning regulations, regulatory compliance, other governmental requirements, site and physical conditions, and other matters affecting the use and condition of the Premises.

(c) Prior to the execution of this Lease, Lessee shall become familiar with all licenses, permits and approvals required by any governmental agency or authority with jurisdiction over such Premises to operate its intended business. Lessor shall have no responsibility for obtaining such licenses and approvals. Lessee shall be responsible for the cost of all improvements over and beyond the condition of the Premises as of the Commencement Date and any and all expenses payable to governmental authorities to build the same.

Paragraph 58 Triple Net Lease

Except for the specific obligations of Lessor set forth in the Lease not subject to reimbursement, this Lease is and is intended to be what is commonly referred to as a "net, net, net" or "triple net" lease. The Rent shall be paid absolutely net to Lessor, so that this Lease shall yield to Lessor the full amount of the installments of Base Rent and all other monetary obligations payable by Lessee throughout the Term. Lessor agrees not to pass along costs for capital expenditures on to Lessee.

Paragraph 59 Security Services

Lessee acknowledges that Lessor has no obligation to provide any security at the Premises, Building or Project; and if any security is so provided at the Building or Project, it shall be for the needs and purposes of Lessor only and Lessor may at any time, in its sole discretion, delete, add or change the type of security, if any, provided to the Building and the Project, and Lessor and Lessor's agents shall not be liable for Lessor's failure to provide any security. Lessee shall have no claim against Lessor or Lessor's agents for any damage to its business or damage to, loss of and/or theft of any of Lessee's property nor for any death or personal injury to any individual, all as may arise as a result of Lessor's provision or failure to provide any security to the Building and the Project.

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Paragraph 60
Substitution Space

Upon at least sixty (60) days' prior written notice, Landlord may relocate Tenant within the Project (or to any other facility owned by Landlord within the vicinity of the Project) to space which is comparable in size, utility and condition to the Premises. If Landlord relocates Tenant, Landlord shall (a) reimburse Tenant for Tenant's reasonable out-of-pocket expenses for moving Tenant's furniture, equipment and supplies from the Premises to the relocation space and for reprinting Tenant's stationery of the same quality and quantity as Tenant's stationery supply on hand immediately before Landlord's notice to Tenant of the exercise of this relocation right, and (b) improve the relocation space with improvements substantially similar to those Landlord is committed to provide or has provided in the Premises under this Lease. Upon such relocation, the relocation space shall be deemed to be the Premises and the terms of this Lease shall remain in full force and shall apply to the relocation space; provided, however, that (i) if the rentable area of the relocation space is smaller than rentable area of the Premises, with a corresponding reduction in Tenant's Proportionate Share and (ii) if the rentable area of the relocation space is larger than the rentable area of the Premises, then the Base Rent and Tenant's Proportionate Share shall not be modified in any way.

Paragraph 61
Exterior Signage

Tenant, at Tenant's cost shall have the right to install one (1) one eyebrow sign on building. All costs for the installation and removal of the signage including the restoration of the building to its original condition shall be the tenant's responsibility. All signage must be approved by Landlord prior to installation and manufacturing and is subject to the projects sign criteria.

Paragraph 62
Start-Up Letter

Landlord may deliver to Tenant, Landlord's standard form "**Start-Up Letter**" for Tenant's acknowledgement and confirmation of the Term Commencement Date and Expiration Date. Tenant shall execute and deliver such Start-Up Letter to Landlord within five (5) days after receipt thereof, but Tenant's failure or refusal to do so shall not negate Tenant's acceptance of the Premises or affect determination of the Term Commencement Date.

Paragraph 63
Early Termination

Tenant is a California public charter school using the Premises for administrative and office use only and its charter has been authorized according to law by a California public school district through June 30, 2026, which is the Expiration Date of this Lease, and at that point Tenant may be eligible for renewal(s) of its charter for periods of up to five (5) years and for as many renewals of up to five (5) years the school district may authorize according to law. Tenant's charter is also subject to potential revocation of its charter according to law. In the event Tenant's charter is revoked prior to June 30, 2026, Tenant shall be entitled to a one time early termination of this Lease upon ninety (90) days written notice to Landlord. Tenant's notice shall include funds equal to two months' rent. All terms and conditions of this Lease shall remain in full force and effect until the end of the ninety (90) day notice period, at which point the Lease shall be considered terminated, Tenant shall no longer have any obligations towards Landlord, and Landlord shall relieve Tenant of any and all further obligations under the Lease.

{SIGNATURES ON FOLLOWING PAGE}

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The parties have executed this Lease on the day and year first above written.

LESSOR

Rexco Magnolia, LLC,
a California limited liability company

By: _____
Larry Hauptert
Its: General Manager

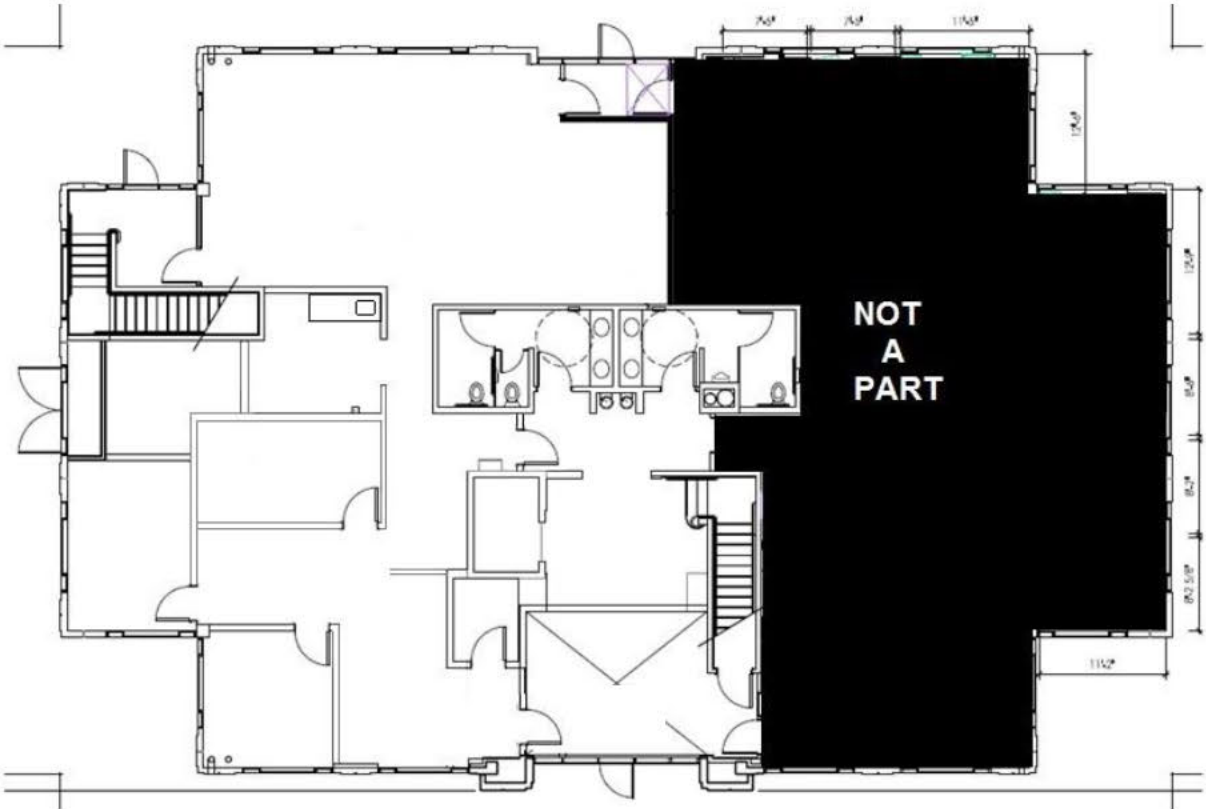
LESSEE

Mission Vista Academy,
a California Corporation

By: _____
Its:

EXHIBIT A

FLOOR PLAN DEPICTING THE PREMISES



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Initials _____

EXHIBIT B

SITE PLAN

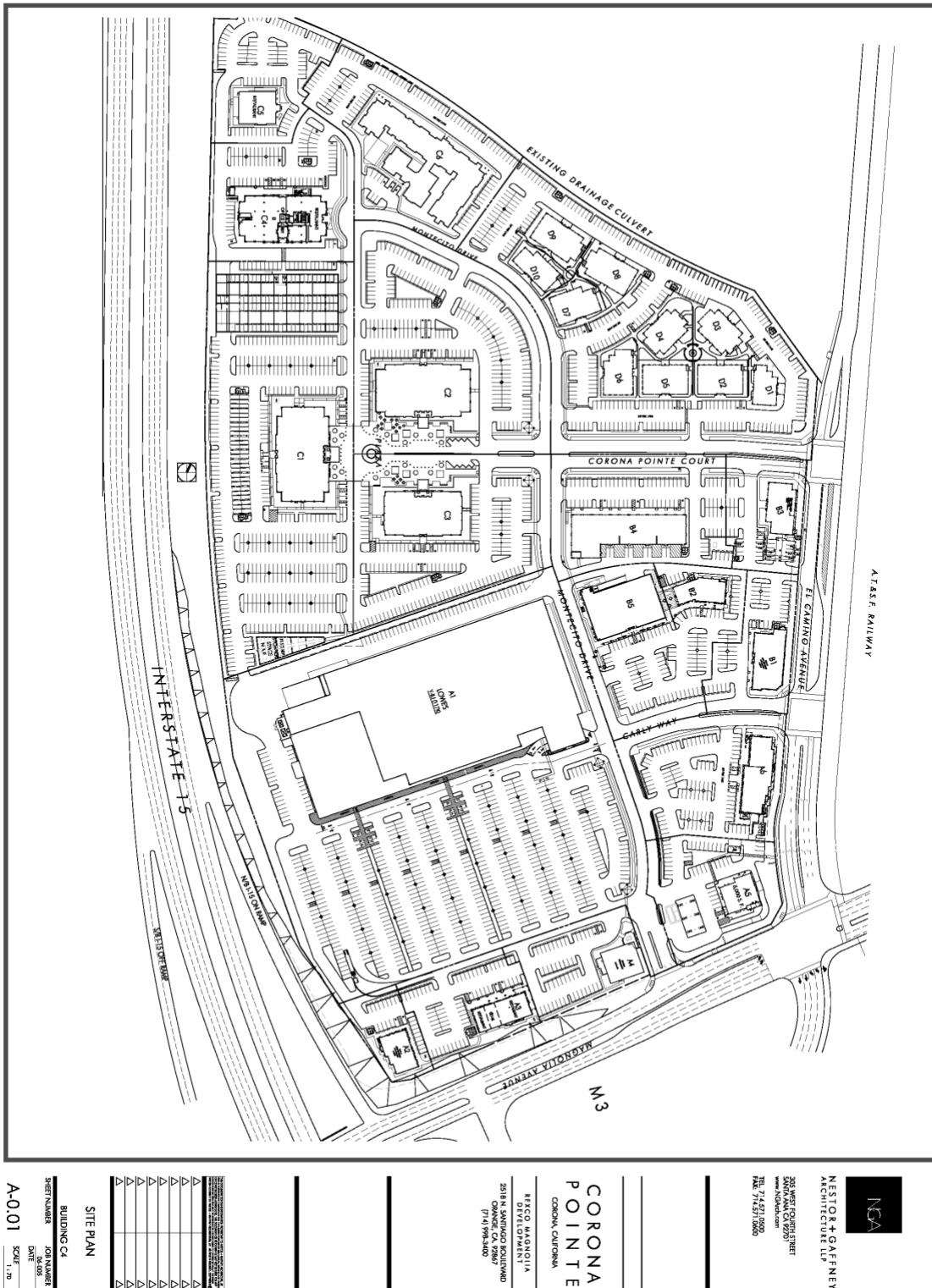


EXHIBIT C**RULES AND REGULATIONS**

The following are the rules and regulations of this Lease (the "Rules"). Any violation of any of the Rules shall be considered a Default under the Lease.

1. Subject to any exhibit of this Lease regarding specific signage rights under this Lease, no sign, placard, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building without the prior written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion. If Lessee installs any non-approved sign, then Lessor shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to, and at the expense of, Lessee. Lessee shall not place anything, or allow anything to be placed, near the glass of any window, door, partition or wall which may appear unsightly from the outside of the Premises as determined by Lessor. Lessee shall not, without prior written consent of Lessor (in Lessor's sole discretion), cause or otherwise sunscreen or cover any window.
2. The sidewalks, exits, entrances and fire lanes shall not be obstructed by Lessee or any of Lessee's employees, invitees or other representatives, or used by any of them for any purpose other than for ingress, egress and access to and from the Premises.
3. The toilets and sinks or any other apparatus in the rest rooms of the Premises shall not be used for any other purposed than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this Rule shall be borne by the Lessee, who, or whose employees, invitees or other representatives shall have caused it.
4. Lessee shall not in any way deface the Premises or any part thereof.
5. Lessee shall not create any odors, noise and/or vibration, nor use, keep, or permit to be used or kept any foul or noxious gas, any gasoline, kerosene, or other flammable substance, or any substance listed in any federal or state compilation of hazardous, toxic or radioactive materials until such substance has been disclosed first to Lessor and its use and/or storage has received Lessor's approval, which approval may be granted or withheld in Lessor's sole discretion. To the extent Lessor's approval is given, then Lessee shall fully comply with all provisions of federal and California laws regarding such substance, including without limiting the generality of the foregoing, that section of the California Health and Safety Code known as Chapter 6.95 "Hazardous Materials Release Response Plans and Inventory" which requires the covered party to submit business plans to certain government agencies. Lessee shall copy Lessor on all submittals to government agencies, specifically including those derived under the authority of this section of the law. Notwithstanding anything to the contrary in this Rule, Lessee shall, without prior notice to Lessor, have the right to use and store reasonable amounts of customary office products and cleaners (e.g., copy machine and printer toner; window cleaner, etc.) in the Premises so long as in so doing, Lessee complies with all applicable federal and state laws, regulations and restrictions.
6. At such time as Lessor chooses to adopt a compliance program with respect to asbestos-containing construction materials ("ACM"), or any hazardous or toxic substances known or believed to be contained in the building, Lessee shall be fully bound by the provisions of that program and agree to comply with all modification and posting requirements as may be established by Lessor. Lessee shall permit Lessor at any reasonable time to inspect Lessee's premises and audit Lessee's operations to determine that no hazardous, toxic or radioactive materials are utilized in Lessee's business and to ensure that Lessee's business operation fully complies with the notice and report requirements of law.
7. Lessor reserves the right to exclude or expel from the Premises any person who, in the reasonable judgment of Lessor, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules. Lessees shall not disturb the quiet enjoyment of any other Lessees and/or owners in the surrounding area, nor shall Lessee be permitted to allow gatherings or parties at the Premises or in the project containing the Building. No loud speakers, television, photographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion.

Initials _____

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Initials _____

8. No tenant shall permit any trash, oil, chemicals or any foreign materials to be deposited or disposed of in the landscaped or parking areas. Trash (not including oil, hazardous materials, chemicals which shall not be deposited of on the Premises) shall be placed inside a trash bin at a level not higher than the top of the bin and shall not be placed outside the bin or in the enclosure area.
9. Lessee shall be responsible for protecting the floor areas of the Premises and common areas from damage by chemical, paint, machinery, heavy equipment or other hazardous materials. If, in Lessor's opinion, it shall be necessary, Lessee, at his own expense, shall provide protective floor coverings or sealing as required to prevent damage. Prior to vacation of the Premises, Lessee shall repair any damage to floor areas to the reasonable satisfaction of Lessor.
10. No aerial or antenna (including satellite dishes, ventilation stacks, etc.), shall be erected on the roof or exterior walls of the Leased Premises, or within the Project without in each instance the prior written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion. Any of these items so installed without such prior written consent shall be subject to removal by Lessor at any time without notice. Any repair to the Premises, Building or Project required as a result of the installation or removal of these items will be paid in full by Lessee.
11. Parking spaces and landscaped areas shall not be used for vehicle repairs, painting or any type of automotive storage.
12. Lessee shall not burn any trash or garbage of any kind in or about the Premises.
13. No residential uses, including without limitation residing or sleeping, shall be permitted on the Premises. Notwithstanding the foregoing, Lessee shall have the right to use Underwriters' Laboratory (UL) approved equipment, refrigerators, and microwave ovens in the Premises for the preparation of coffee, tea, hot chocolate and similar beverages, and the storing and heating food for Lessee's employees. All uses must be in accordance with all applicable governmental laws, regulations and restrictions.
14. Lessor reserves the right to exclude from the Building, between the hours of 6:00 p.m. and 7:00 a.m. and at all hours on Saturdays, Sundays and legal holidays ("Non-Business Hours"), all persons who are not tenants or their accompanied guests in the Building. Each tenant shall be responsible for all persons for whom it allows to enter the Building and shall be liable to Lessor for all acts of such persons.
15. Lessor and its agents shall not be liable for damages for any error concerning the admission to, or exclusion from, the Building of any person.
16. During the continuance of any invasion, mob, riot, public excitement or other circumstance rendering such action advisable in Lessor's opinion, Lessor reserves the right (but shall not be obligated) to prevent access to the Building during the continuance of that event by any means it considers appropriate for the safety of tenants and protection of the Building and property in the Building.
17. Lessee shall see that all doors of its Premises are closed and securely locked and must observe strict care and caution that all water faucets or water apparatus, coffee pots or other heat-generating devised are entirely shut off before Lessee or its employees leave the Premises, and that all utilities shall likewise be carefully shut off, so as to prevent waste or damage. Lessee shall be responsible for any damage or injuries sustained by other tenants or occupants of the Building or Project, or by Lessor, for noncompliance with this Rule. On multiple-tenancy floors, all tenants shall keep the door or doors to the Building corridors closed at all times except for ingress and egress.
18. Lessee shall not use any method of heating or air-conditioning other than that supplied by Lessor. Lessee shall not waste electricity, water or air-conditioning and agrees to cooperate fully with Lessor to assure the most effective operation of the Building's heating and air-conditioning, and shall refrain from attempting to adjust any controls other than room thermostats installed for Lessee's use.
19. Lessor will furnish Lessee free of charge with an adequate number of keys to each door in the Premises. Lessor may make a reasonable charge for any additional keys, and Lessee shall not make or have made additional keys. Lessee shall not alter any lock or access device or install a new or additional lock or access device or bolt on any door of its Premises, without the prior written consent of Lessor, which consent shall not be

Initials _____

Initials _____

unreasonably withheld. If Lessor shall give its consent, Lessee shall in each case furnish Lessor with two (2) keys for any such lock. Lessee, upon the termination of its tenancy, shall deliver to Lessor the keys for all doors which have been furnished to Lessee, and in the event of loss of any keys so furnished, shall pay Lessor therefore.

20. Lessee shall not use or keep in or on the Premises, or the Building any kerosene, gasoline, or inflammable or combustible fluid or material.
21. Lessee shall not sell, or permit the sale, at retail, of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise in or on the Premises, nor shall Lessee carry on, or permit or allow any employee or other person to carry on, the business of stenography, typewriting or any similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Building, nor shall the Premises be used for the storage of merchandise or for manufacturing of any kind, or the business of a public barber shop, beauty parlor, nor shall the Premises be used for any illegal, improper, immoral or objectionable purpose, or any business or activity other than that specifically provided for in Lessee's Lease. Lessee shall not accept hairstyling, barbering, shoeshine, nail, massage or similar services in the Premises or common areas except as authorized by Lessor.
22. If Lessee requires telegraphic, telephonic, telecommunications, data processing, burglar alarm or similar services, it shall first obtain, and comply with, Lessor's instructions in their installation. The cost of purchasing, installation and maintenance of such services shall be borne solely by Lessee.
23. Intentionally left blank.
24. Lessee shall not place a load upon any floor of its Premises which exceeds the load per square foot which such floor was designed to carry or which is allowed by law. Lessor shall have the right to prescribe the weight, size and position of all safes, furniture or other heavy equipment brought into the Building. Safes or other heavy objects shall, if considered necessary by Lessor, stand on wood strips of such thickness as determined by Lessor to be necessary to properly distribute the weight thereof. Lessor will not be responsible for loss of or damage to any such safe, equipment or property from any cause, and all damage done to the Building by moving or maintaining such safe, equipment or other property shall be repaired at the expense of Lessee.
25. Business machines and mechanical equipment belonging to Lessee which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Lessor or to any tenants in the Building or Project shall be placed and maintained by Lessee, at Lessee's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Building must be reasonably acceptable to Lessor.
26. Lessee shall not install, maintain or operate upon its Premises any vending machine without the prior written consent of Lessor, which consent shall not be unreasonably withheld.
27. There shall not be used in any space, or in the public areas of the Building either by Lessee or others, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Lessor may approve. All tenants using hand trucks shall be required to use the freight elevator, or such elevator as Lessor shall designate. No other vehicles of any kind shall be brought by Lessee into or kept in or about its Premises.
28. Each tenant shall store all its trash and garbage within the interior of the Premises or within approved outdoor trash receptacles placed in approved trash areas and/or enclosures. No tenant shall place in the trash boxes or receptacles any personal trash or any material that may not or cannot be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the city, without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes and at such times as Lessor shall designate. If the Building has implemented a building-wide recycling program for tenants, Lessee shall use good faith efforts to participate in said program.
29. Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Building and the Project are prohibited and each tenant shall cooperate to prevent the same. No tenant shall make room-to-room solicitation of business from other tenants in

the Building or the Project, without the written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion.

30. Lessor shall have the right, exercisable without notice and without liability to any tenant, to change the name and address of the Building.
31. Lessee shall use the name of the Building or the Project or any photograph or other likeness of the Building or the Project in connection with, or in promoting or advertising, Lessee's business, except that Lessee may include the Building's or Project's name in Lessee's address.
32. Lessee shall comply with all safety, fire protection and evacuation procedures and regulations established by Lessor or any governmental agency.
33. Lessee assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.
34. Lessor reserves the right to designate the use of the parking spaces on the Building. Lessee or Lessee's guests shall park between designated parking lines only, and shall not occupy two parking spaces with one car. Parking spaces shall be for passenger vehicles only; no boats, trucks, trailers, recreational vehicles or other types of vehicles may be parked in the parking areas (except that trucks may be loaded and unloaded in designated loading areas, if any such areas exist). Vehicles in violation of the above shall be subject to tow-away, at vehicle owner's expense. Vehicles parked on the Building overnight without prior written consent of the Lessor shall be deemed abandoned and shall be subject to tow-away at vehicle owner's expense. No tenant of the Building shall park in visitor or reserved parking areas. Any tenant found parking in such designated visitor or reserved parking areas or unauthorized areas shall be subject to tow-away at vehicle owner's expense. The parking areas shall not be used to provide car wash, oil changes, detailing, automotive repair or other services unless otherwise approved or furnished by Lessor. Lessee will from time to time, upon the request of Lessor, supply Lessor with a list of license plate numbers of vehicles owned or operated by its employees or agents. Lessee shall be allowed to park up to 4 cars in the parking lot overnight in Lessee's designated parking stalls.
35. No smoking of any kind shall be permitted anywhere within the Building. Upon Lessor approval, Lesser shall designate a smoking area around or near the back exit of the Building.
36. If the Building furnishes common area conference rooms for Lessee usage, Lessor shall have the right to control each Lessee's usage of the conference rooms, including limiting Lessee usage so that the rooms are equally available to all Lessees in the Building. Any common area amenities or facilities shall be provided from time to time at Lessor's discretion.
37. Lessee shall not swap or exchange building keys or cardkeys with other employees or tenants in the Building or the Project.
38. Lessee shall be responsible for the observance of all of the foregoing Rules by Lessee's employees, agents, clients, customers, invitees and guests.
39. These Rules are in addition to, and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of any premises in the Building.
40. Lessor may waive any one or more of these Rules for the benefit of any particular tenant or tenants, or in a particular instance, but no such waiver by Lessor shall be construed as a waiver of such Rules in favor of any other tenant or tenants or in other instances, nor prevent Lessor from thereafter enforcing any such Rules against any or all tenants of the Building.
41. Lessor reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order therein. Lessee agrees to abide by all such Rules and Regulations herein stated and any additional rules and regulations which are adopted.

PARKING RULES AND REGULATIONS

42. Tenant and its employees and business invitees shall not park any vehicle in any stall designated for the exclusive use of any other person and Tenant further agrees to employ reasonable measures to assure that its employees do not park in any such stall. Tenant agrees to assume responsibility for compliance by its employees with all Parking Rules and for all losses (including the loss of parking entrance key-cards, if any) and other damages caused by Tenant or Tenant's agents, servants, employees, contractors, visitors or licensees occurring during or relating to any use of the Building's parking facilities. Tenant hereby authorizes Landlord to tow away from the Project or attach violation stickers, devices, or notices to any vehicle belonging to Tenant or its employees which Landlord in good faith determines is parked in violation of the Parking Rules. All costs of any such towing or violation device and all applicable violation fees shall be payable by Tenant immediately upon demand by Landlord and, at Landlord's option, such payment may be required prior to the release of the towed vehicle to its owner.
43. A condition of any parking shall be compliance by the vehicle operator with all Parking Rules, including, without limitation, displaying any sticker or complying with any other identification system from time to time established by Landlord. Landlord expressly reserves the right to refuse to permit any person or vehicle in violation of the Parking Rules to enter or remain in the parking areas of the Building and to demand return therefrom of all parking stickers or other identification supplied by Landlord and Tenant hereby agrees to assist Landlord in enforcing all Parking Rules.
44. In the event any surcharge, regulatory fee or parking tax is at any time imposed by any governmental authority, Tenant shall pay all amounts applicable to Tenant's parking privileges hereunder to Landlord either in advance on the first day of each calendar month concurrently with its Monthly Rental Installments or as otherwise billed from time to time by Landlord.
45. Landlord shall not be responsible for enforcing Tenant's exclusive right to use any of its reserved parking stalls under the Lease, if any, nor shall Tenant have any right to impound, tow or impose any penalty on vehicles occupying such spaces.
46. Landlord shall provide the unassigned, open, uncovered parking spaces and the assigned, covered parking spaces free of charge that are described in the Parking Allocation in the Basic Lease Information.
47. Visitor and guest parking shall be within designated visitor parking areas established by Landlord, subject, however, to such rates or other charges that may be established by Landlord at any time or from time to time. In the event that Landlord institutes such visitor and guest parking charges, Tenant's visitors and guests shall be required to pay Landlord's prevailing rates. Tenant may elect to validate such parking for their guests at its own cost, if desired.
48. Cars must be parked entirely within painted stall lines. All directional signs and arrows must be observed. All posted speed limits for the parking areas shall be observed. If no speed limit is posted for an area, the speed limit shall be five (5) miles per hour. Handicap and visitor stalls shall be used by handicapped persons or visitors, as applicable.
49. Parking is prohibited: (a) in areas not striped for parking; (b) in aisles; (c) where "no parking" signs are posted; (d) on ramps; (e) in cross hatched areas; and (f) in such other areas as may be designated by Landlord.
50. Parking stickers or any other device or form of identification supplied by Landlord from time to time (if any) shall remain the property of Landlord. Such parking identification device must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Devices are not transferable and any holder in possession of any unauthorized device will be void. There will be a replacement charge payable by the parker and such parker's appropriate tenant equal to the amount posted from time to time by Landlord for loss of any magnetic parking card or any parking sticker.
51. Every parker is required to park and lock his or her own car. All responsibility for damage to cars or persons is assumed by the parker.

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Initials _____

52. Loss or theft of parking identification devices must be reported to Landlord, and a report of such loss or theft must be filed by the parker at that time. Any parking identification devices reported lost or stolen found on any unauthorized car will be confiscated and the illegal holder will be subject to prosecution. Lost or stolen devices found by the parker must be reported to Landlord immediately to avoid confusion.
53. Parking spaces are for the express purpose of parking one automobile per space. Washing, waxing, cleaning, or servicing of any vehicle by the parker and/or such person's agents is prohibited. The parking areas shall not be used for overnight or other storage for vehicles of any type.
54. Landlord reserves the right to refuse the issuance of parking identification or access devices to any tenant and/or such tenant's agents or representatives who willfully refuse to comply with Parking Rules and/or all applicable governmental ordinances, laws, or agreements.
55. Tenant shall acquaint its employees and visitors with the Parking Rules, as they may be in effect from time to time.

READ AND AGREED TO BY LESSEE.

LESSEE:

Mission Vista Academy
a California Corporation

By: _____

Name Printed:

Title:

Initials _____

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Initials _____

Initials _____

Initials _____

EXHIBIT D

TENANT'S INSURANCE

Tenant shall, at Tenant's sole cost and expense, procure and keep in effect from the date of this Lease and at all times until the end of the Term, the following insurance coverage;

1. **Property Insurance.** Insurance on all personal property and fixtures of Tenant and all improvements made by or for Tenant to the Premises on an "All Risk" or "Special Form" basis, for the full replacement value of such property. Such insurance shall be endorsed to name Landlord, any Holder of a Security Instrument and any other party specified by Landlord as a loss payee.
2. **Liability Insurance.** Commercial General Liability insurance written on an ISO CG 00 01 10 93 or equivalent form, on an occurrence basis, with a per occurrence limit of at least \$1,000,000, and a minimum general aggregate limit of at least \$2,000,000, covering bodily injury and property damage liability occurring in or about the Premises or arising out of the use and occupancy of the Premises or the Building by Tenant or any Tenant Party. Such insurance shall include contractual liability coverage insuring Tenant's indemnity obligations under this Lease, and shall be endorsed to name Landlord, any Holder of a Security Instrument and any other party specified by Landlord as an additional insured with regard to liability arising out of the ownership, maintenance or use of the Premises.
3. **Worker's Compensation and Employer's Liability Insurance.** (a) Worker's Compensation Insurance as required by any Regulation, and (b) Employer's Liability Insurance in amounts not less than \$1,000,000 each accident for bodily injury by accident and for bodily injury by disease, and for each employee for bodily injury by disease.
4. **Commercial Auto Liability Insurance.** Commercial auto liability insurance with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Such insurance shall cover liability relating to any auto (including owned, hired and non-owned autos).
5. **Alterations Requirements.** In the event Tenant shall desire to perform any Alterations, Tenant shall deliver to Landlord, prior to commencing such Alterations (i) evidence satisfactory to Landlord that Tenant carries "Builder's Risk" insurance covering construction of such Alterations in an amount and form approved by Landlord, (ii) such other insurance as Landlord shall reasonably require, and (iii) a lien and completion bond or other security in form and amount satisfactory to Landlord.
6. **General Insurance Requirements.** All coverages described in this Exhibit D shall be endorsed to (i) provide Landlord with thirty (30) days' notice of cancellation or change in terms; (ii) waive all rights of subrogation by the insurance carrier against Landlord; and (iii) be primary and non-contributing with Landlord's insurance. If at any time during the Term the amount or coverage of insurance which Tenant is required to carry under this Exhibit D is, in Landlord's reasonable judgment, materially less than the amount or type of insurance coverage typically carried by owners or tenants of properties located in the general area in which the Premises are located which are similar to and operated for similar purposes as the Premises or if Tenant's use of the Premises should change with or without Landlord's consent, Landlord shall have the right to require Tenant to increase the amount or change the types of insurance coverage required under this **EXHIBIT D**. All insurance policies required to be carried by Tenant under this Lease shall be written by companies rated AVII or better in "Best's Insurance Guide" and authorized to do business in the State of California. Deductible amounts under all insurance policies required to be carried by Tenant under this Lease shall not exceed \$10,000 per occurrence. Tenant shall deliver to Landlord on or before the Term Commencement Date, and thereafter at least thirty (30) days before the expiration dates of the expired policies, certified copies of Tenant's insurance policies, or a certificate evidencing the same issued by the insurer thereunder, and, if Tenant shall fail to procure such insurance, or to deliver such policies or certificates, Landlord may, at Landlord's option and in addition to Landlord's other remedies in the event of a default by Tenant under the Lease, procure the same for the account of Tenant, and the cost thereof (with interest thereon at the Default Rate) shall be paid to Landlord as Additional Rent.

[END OF TENANT'S INSURANCE - EXHIBIT D]



FIRST AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made and entered into as of September 22, 2021, by and between Rexco Magnolia LLC, A California limited liability company ("Lessor") and Pacific Coast Academy, A California Corporation ("Lessee").

WHEREAS, on or about March 20, 2018 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as (street address, city, state, zip): 1315 Corona Pointe Court, Suite 102, Corona, CA 92879 (the "Premises"), and

WHEREAS, Lessor and Lessee ☐ have ☒ have not previously amended said Lease, and

WHEREAS, the Lessor and Lessee now desire to amend said Lease,

NOW, THEREFORE, for payment of TEN DOLLARS and other good and valuable consideration to Lessor, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to make the following additions and modifications to the Lease:

☒ TERM: The Expiration Date is hereby ☒ advanced ☐ extended to September 30, 2021.

☐ AGREED USE: The Agreed Use is hereby modified to: _____.

☐ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: _____.

☐ OTHER: N/A.

This Amendment shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Amendment and any uncertainty and ambiguity shall not be interpreted against any one party. Signatures to this Amendment accomplished by means of electronic signature or similar technology shall be legal and binding.

All other terms and conditions of this Lease shall remain unchanged and shall continue in full force and effect except as specifically amended herein.

EXECUTED as of the day and year first above written.

By Lessor:

Rexco Magnolia LLC, A California limited liability company

By: _____
Name Printed: Larry R. Hauptert
Title: General Manager
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

By Lessee:

Pacific Coast Academy, A California Corporation

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

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INITIALS

INITIALS

EXHIBIT H

October 1, 2021

Rexco Magnolia, LLC

ATTN: Griffin Hauptert [REDACTED] email address redacted

Re: *\$60,000 Security Deposit Instructions;
1315 Corona Pointe Court, Suite 102*

Dear Mr. Hauptert:

Please distribute the \$60,000 security deposit concerning the terminated lease at 1315 Corona Pointe Court, Suite 102, Corona, California, as follows:

1. Pay the \$11,100.67 in unpaid charges as per your notice of August 23, 2021;
2. Issue payment to "Cabrillo Point Academy" in the amount of \$8,899.33;
3. The balance of \$40,000 is to be applied to the security deposit for Mission Vista Academy under its lease with you effective October 1, 2021.

VTY

/s/

PCA

Cc: Cabrillo Point Academy
Mission Vista Academy

Cover Sheet

Covid-19 Testing Policy

Section: IV. Other Business
Item: A. Covid-19 Testing Policy
Purpose: Vote
Submitted by:
Related Material: Covid-19 Testing Policy.pdf

BACKGROUND:

With the approval of mandate of staff vaccination or testing, we want to ensure the school has an approved policy outlining the procedures. This policy has been created and reviewed by Procopio.



COVID-19 Testing Policy

The Pacific Coast Academy (“Charter School”) developed this COVID-19 Testing Policy (“Policy”) in accordance with the California Department of Public Health Order “Vaccine Verification for Workers in Schools” issued on August 11, 2021 (“Order”). The Order **requires** all schools by October 15, 2021 to:

- Verify vaccine status of all workers; and
- Conduct diagnostic screening testing for workers who are not fully vaccinated weekly (as described below).

Consistent with the Order, and for purposes of this Policy, “workers” are paid or unpaid adults who physically interact with Charter School students or staff in furtherance of Charter School functions (e.g., teachers who meet with students, staff interacting in administrative offices, etc.). Fully vaccinated workers do not have to undergo COVID-19 diagnostic screening testing.

Vaccination Status Survey:

- Charter School will survey all workers asking if they are fully vaccinated.
- An individual is considered “fully vaccinated” two weeks or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson [J&J]/Janssen).

Access to COVID-19 Vaccine:

- Charter School is not requiring workers to become vaccinated. If you are interested in more information about the COVID-19 vaccine, locations of walk-in clinics, and opportunities to book an appointment for the COVID-19 vaccine, please visit <https://myturn.ca.gov/> website.

Acceptable Evidence of Full Vaccination:

- A worker must provide acceptable evidence of vaccination to Charter School in order to be considered fully vaccinated. Per the Order, Charter School can accept one of the following as acceptable evidence of full vaccination:
 - COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which

includes name of person vaccinated, type of vaccine provided and date last dose administered; OR

- a photo of a Vaccination Record Card as a separate document; OR
 - a photo of the individual's Vaccination Record Card stored on a phone or electronic device; OR
 - documentation of COVID-19 vaccination from a health care provider; OR
 - digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; OR
 - documentation of vaccination from other contracted employers who follow CDPH vaccination records guidelines and standards.
- Workers must submit evidence of full vaccination in the CoVerified system.
 - When providing proof of vaccination, workers must not provide any other medical or genetic information to Charter School, including but not limited to underlying conditions or a diagnosis of a medical condition.

COVID-19 Diagnostic Screening Testing for Workers Who Are Not Fully Vaccinated:

- Consistent with the Order, and for purposes of this Policy, workers who are not fully vaccinated must undergo diagnostic screening weekly.
- This testing will be provided at no cost. Charter School will share information with workers regarding the specifics of testing administration.
- Fully remote employees or volunteers are not required to undergo diagnostic screening testing.
- Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.

Enforcement:

- Workers who do not comply with this Policy or who are not otherwise eligible for a reasonable accommodation to the testing requirement consistent with applicable law and this Policy may, depending on their position, be placed on unpaid/inactive status until compliance.
- If a worker believes they may be entitled to an accommodation consistent with applicable law and this Policy, they can contact HRhelp@pacificcoastacademy.org. If requested, Charter School will engage in an interactive process with that individual, and work to identify any possible accommodations as appropriate (e.g., unpaid leave of absence). Charter School may not provide an accommodation should it result in a direct threat to health and safety of others or to the individual, and/or if the accommodation will cause an undue hardship for Charter School.

- Charter School may modify enforcement options based on the specific circumstances.

Future Revisions:

- As public health and legal guidance regarding COVID-19 testing at schools evolves, Charter School administrative staff may revise this Policy accordingly. Upon any revision to this Policy, Charter School will provide notice in writing to workers. This Policy shall be implemented in a manner that is consistent with current federal, state, and local law.

Cover Sheet

CSEC Committee Updates

Section: IV. Other Business
Item: B. CSEC Committee Updates
Purpose: Discuss
Submitted by: Benjamin Fung
Related Material: PCA ED Job Descript.pdf

BACKGROUND:

CSEC Committee convened to discuss historical and future looking process for scalable systems of management and growth of the ED/CEO position and role.

Initial impressions of current procedures reflected a lack of depth and space for growth as it pertains to current ED job description, current management systems, and current evaluation process.

RECOMMENDATION:

Create a triple tandem system by which the ED's job description, Board on Track, and a KPI rubric mutually reflect scalable and/or tiered executive goals by which the ED is empowered to a year over year, full scope, strategy focused, forward vision executive role — maximizing the ED's potential of working on the business of PCA, delegating to key reports the roles of working in the business of PCA.

The intention of such a system would be to lean into well defined and measurable goals that mirror strategic KPIs of PCA along with self-directed development goals; all accountable to the ED job description along with quantitative feedback on qualitative aspects of organizational excellence via Board On Track.

This tripartite system would funnel into a rank and weighted matrix which yields a score by which the board can objectively gauge the ED's performance and growth over time — bringing clarity and certainty to what is expected of the ED as prescribed by the board, organizational needs, and the individual inclinations for professional development of the incumbent ED.

Job Description Executive Director

CSEC Draft – 1/26/21

Includes Direct Reports Input as of 1/26/21

Direct Report: School Board

School: Pacific Coast Academy

Supervises: Teachers & Classified Staff

Pay Scale: Off Schedule

Calendar: Admin

I. Job Summary

The Executive Director (ED) serves as chief executive of Pacific Coast Academy (PCA) Charter School, and in partnership with the board, is responsible for the success of the PCA Charter School. The Board delegates the Executive Director's responsibilities to include general administration of all instructional, business, or other operations of the school, and for the support and growth of PCA including both teaching and support staff as well as students and families. The Executive Director has authority to carry out these responsibilities, in accordance with the direction and policies established by the board. The Executive Director provides direction and support to the board as it carries out its governance functions.

This 12-month position requires that the Executive Director work in both his/her home office and out in the field as needed and may also be called upon under special circumstances to be available during weekends/breaks/holidays. This position will require travel both within and outside of the region. The Executive Director will uphold and promote the school's mission and vision at all times. The Executive Director is not required to carry a caseload of students.

II. Accountabilities:

1. Legal Compliance

- a. Provides oversight and assures the filing of all legal and regulatory documents and monitors compliance with relevant laws and regulations.
- b. Provides oversight and investigation of conflict of interest status and issues, requires applicable staff to complete Form 700 and other legal documents required by law to work at a public charter school.
- c. Consults with legal counsel about potential litigation, administration of policies and procedures in accordance with state and federal law, and other legal matters as needed, and facilitates discussions between legal counsel and Board members as needed.

2. Mission, Policy, and Planning

- a. In partnership with the board, sets values, mission, vision, and short-term and long-term goals.

- b. Helps the board monitor and evaluate PCA's relevancy to the community, its effectiveness, and its results.
- c. Keeps the board fully informed on the condition of PCA and on all the important factors influencing it.
- d. Identifies problems and opportunities and addresses them; brings those which are appropriate to the board and/or its committees; facilitates discussion and deliberation.
- e. Informs the board and its committees about trends, issues, problems, and activities in order to facilitate policy-making. Recommends policy positions.
- f. Keeps informed of developments in public education reform, the charter school movement, not-for-profit managements and governance, and philanthropy and fund development.

3. Management and Administration

- a. Recommends staffing and financing to the board of trustees. In accordance with board action, recruits personnel, negotiates professional contracts for direct reports, and sees that appropriate salary schedules are maintained.
- b. Responsible for hiring Deputy Executive Directors and Senior Director(s), and provides oversight for the hiring of Regional Coordinators, Homeschool Teachers, and other positions. Ensures appropriate and best practices are implemented when applicants are screened, interviewed, hired, and onboarded. Execute staff contracts.
- c. Directly supervise and train Deputy Executive Director, Senior Director(s), and ensure that Senior Directors provide supervision and training of Regional Coordinators. Ensure that there is appropriate oversight and support for the Homeschool Teachers and other regional support positions (High School Success Coordinator, Elevate Coordinator, Professional Development Coordinator, Director of Testing and Assessment, etc.)
- d. Assures a work environment that recruits, retains, and supports quality staff. Assures proper processes and best practices are used for selecting, developing, motivating, and evaluating quality staff. Evaluate direct reports and provide oversight for other staff evaluations ensuring proper processes and completion.
- e. Ensure proper teacher training and professional development, including approval of the Professional Development Coordinator and Senior Director's plan.
- f. Help monitor and direct special committees and provide indirect oversight for adjunct duties.
- g. Foster positive authorizer relationships.

4. Academic Oversight and Student Services

- a. Collaborate with Department Directors and Administrators and ensure information, processes, and procedures from Departments are shared with fidelity and in a timely manner.
- b. Participate in weekly check-ins with Senior Director(s) for their updates from regional support staff meetings.
- c. Ensure compliance and provide support when needed for compliance issues directly and indirectly that arise with students, Homeschool Teachers, or Regional

Coordinators, including Compliance Conferences. Ensure that student compliance and academic progress are overseen by appropriate staff. Ensure CDE compliance reports are accurate and submitted timely (SARC, LCAP, Dashboard Local Indicators, accuracy and certification of CALPAD reports)

- d. Promote student academic achievement at all levels by providing the following:
 - i. Advocate for equitable academic and extracurricular programs in all facets of the school.
 - ii. Ensure oversight of work sample review and collection and of attendance log review and collection by the Senior Directors and Regional Coordinators.
 - iii. Ensure oversight of teacher tracking reports reviews.
 - iv. Ensure all school websites and resources are accurate and up to date by providing final approval for significant changes or site restructuring.
 - v. Provide oversight for Weekly Update staff.
 - vi. Attend leadership meetings and Regional Coordinator meetings (virtual and or in person) as needed.
 - vii. Regularly visit and support school events.
 - viii. Ensuring Year-End Transition (YET) is completed accurately and on time by checking in with Senior Directors.
 - ix. Ensuring successful testing participation and administration by checking in with the Director of Testing.
 - x. Monitoring and reporting teacher and student numbers, as needed.
 - xi. Oversee Deputy Executive Director on Special Education ensuring services are provided appropriately and coordinate with directors to ensure intervention services are provided for students.
 - xii. In collaboration with the Director of Accreditation and Achievement, ensure the LCAP is completed and implemented.
 - xiii. In collaboration with Director of Accountability, ensure Local Dashboard Indicators are reported and updated as needed.
 - xiv. Facilitate the completion of attendance reports and submit them accordingly.

5. Governance:

- a. Works with the board chair to enable the board to fulfill its governance functions and to provide direction and focus toward long-range strategic issues and goals
- b. In collaboration with the Director for Governance, ensures the preparation of board agendas and recommendations to the board for any matter requiring board action.
- c. In collaboration with the Director for Governance, ensures that the board is informed of the condition of the school's educational program.
- d. Provides oversight for the Director of Governance who assures effective communication between the board and school staff as needed.
- e. Ensures that all board decisions and requests are executed by PCA administration and staff.
- f. Facilitate the submission of all reports, requests, and other deliverables as required by various governing or authorizing bodies (including WASC, FCMAT, and district audits) or Board policies.

6. Finances:

- a. Promotes quality and cost-effective programs and services.
- b. Provides oversight over all fiscal activities including budgeting, reporting, and auditing.
- c. Sees that all funds, physical assets, and other property of the school are appropriately safeguarded and administered.
- d. Ensures that annual budgets and financial reports are prepared and submitted to all pertinent parties.
- e. Works with the board to ensure financing to support short-term and long-term goals.
- f. Works with Deputy Executive Director to manage and shop for pension, retirement plans, medical care benefits, and other employee benefit programs and make recommendations of those programs to the governing board for approval.
- g. Ensure staff uphold high quality standards for third party vendors and that negotiated terms are in PCA's best interest. Provide oversight for major compliance issues and quality control as needed.

7. Community Relations:

- a. Be professional, fair, and a team player in all duties, actions, and communications.
- b. Be responsive and address staff, student, parent, community, and board concerns and calls.
- c. Pursue positive relationships with the county governance, and attend San Diego County Office of Education charter meetings as appropriate.

8. Executive Limitations:

See relevant board policies.

III. Physical Demands/Working Conditions:

- a. Assumes full responsibility for PCA operations and success. This is a high-stress position requiring systems thinking and problem-solving strategies for complex concepts and problems while balancing multiple tasks and making rapid decisions when needed.
- b. Establishes strong and appropriate relationships with board, committees, staff, and other stakeholders.
- c. Plans and meets deadlines, maintaining a flexible work schedule to meet the demands of executive management. Hours may be long and irregular.
- d. Conveys a professional and positive image and attitude regarding PCA and the charter school movement. Demonstrates commitment to professional growth and development.

IV. Qualifications:

- a. A bachelor's degree is required.
- b. Resides within the service area of the school.
- c. Proven track record of compliance.
- d. Minimum of 2 years of experience in a senior management position.

- e. Demonstrated excellent interpersonal communication skills.
- f. Work experience and demonstrated ability to supervise and support a group.
- g. Demonstrated ability to work with diverse audiences.
- h. Demonstrated ability to work effectively as a team member, work independently, and be self motivated.
- i. Demonstrated ability to quickly grasp new techniques, deal with rapid changes in events, remain calm in stressful situations, relate to various personality styles in a calm, professional manner.
- j. Demonstrated competency in using electronic communications methods when distance/virtual trainings are a factor.

Cover Sheet

Board Development

Section: IV. Other Business
Item: D. Board Development
Purpose: Discuss
Submitted by:

BACKGROUND:

At August's orientation meeting, the board viewed the results of the Board Assessment Module on BoardOnTrack. The president asked each member to submit a goal to focus on for this year or coming years. Board members will present, discuss, and select a (few) goal(s) at this meeting.

RECOMMENDATION:

This article from BoardOnTrack may provide guidance:

<https://boardontrack.com/blog/use-goals-as-your-guide-to-success/>

Cover Sheet

Approve Minutes

Section: V. Consent Agenda
Item: A. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Regular Scheduled Board Meeting on August 28, 2021

APPROVED



Pacific Coast Academy

Minutes

Regular Scheduled Board Meeting

Date and Time

Saturday August 28, 2021 at 9:00 AM

Location

13915 Danielson St. #200, Poway, CA 92064

Meeting In Person

PCA Office

13915 Danielson St. #200 Poway, CA 92064

Meeting via Teleconference

Zoom Link

<https://zoom.us/j/98257220116>

Meeting ID:

982 5722 0116

Join by Phone

(669) 900-6833

Directors Present

Benjamin Fung, JD Luckesen, Jessica Ackermann, Johnny Tran, Kelly Durso

Directors Absent

None

Directors who arrived after the meeting opened

Jessica Ackermann

Guests Present

Jennifer Faber, Krystin Demofonte, Shari Erlendson

I. Opening Items

A. Call the Meeting to Order

B. Roll Call of Board Members

C. Approval of Agenda

JD Luckesen made a motion to Approve Agenda.

Johnny Tran seconded the motion.

The board **VOTED** unanimously to approve the motion.

D. Public Comments

There was no public comment.

Jessica Ackermann arrived at 9:19 AM.

II. Annual Board Training

A. Finance Training: School Funding and Report Timeline

Spencer Styles presented and gave a higher level overview of school finances.

Topics Included:

- SACS Code Structure

- Authorizer/State Level Reporting

 - *All financial information gets reported to authorizer, county and then state

 - *Occurs 4 times a year

 - *Shared and reviewed a sample of the following: Interim Financial Report and Non-classroom Based Funding Determination Form

- Annual Audit and Tax Reporting

 - *It is the board's responsibility to select and approve the auditor. This is due April 1.

 - *Shared and reviewed each audit and IRS report as well as the purpose, expectations, and due dates of each report.

- Special Education Financial Report

 - *Every Chary School much joining a Special Education Local Plan Area (SELPA) in order to receive funds for special education services.

 - *Shared and reviewed a sample SELPA Report

- COVID Funding

 - *As a result of the COVID-19 pandemic, a variety of one-time stimulus funding

- Reviewed annual compliance calendar and due dates

The board voted to take a 5 minute break at 10:15.

B. Legislative Updates

Merrick Wadsworth presented Legislative Updates.

Topics covered were

AB130

 - *Final 2021-22 state budget includes more funding for TK-12 education and provided additional funding in various areas and programs of the school.

 - *2 Year extension of charter school renewals

 - *Intended to address two years of missing Dashboard and CAASPP data due to learning loss during the pandemic.

 - *Major changes to Independent Study

*TK changes coming (expanding/birthdate age requirement.

AB104

*Changes to graduation requirements, retention and grade changes.

CDPH Mask Mandate

*All individual, including students, teachers and staff of the school are required to wear a face covering while indoors in TH-12 schools. Masks are optional outdoors.

CDPH Vaccination and Testing Mandate- Aug. 11, 2021

*Applies to public and private school facilities serving students in TK-12. Does not apply to homeschools, but "homeschool" has not been specifically defined.

Brown Act and Boards

*New executive order ends the current virtual meeting flexibilities as of September 30, 2021. As of October 1, regular Brown Act will apply again.

*Various legislation to amend the Brown Act teleconferencing rules did not progress.

SPED

*Structural changes may be coming

*All IEPs will have to include a description of how the IEP will be implemented under "emergency conditions"

III. Consent Agenda

A. Approve Minutes

Motion to approve the minutes from Special Board Meeting on 06-17-21.

The board **VOTED** unanimously to approve the motion.

B. Approve Minutes

Motion to approve the minutes from Special Board Meeting on 06-29-21.

The board **VOTED** to approve the motion.

C. Approve Minutes

Motion to approve the minutes from Regular Scheduled Board Meeting on 07-29-21.

The board **VOTED** to approve the motion.

D. Approve Minutes

Motion to approve the minutes from Special Board Meeting on 08-18-21.

The board **VOTED** to approve the motion.

E. Non-Compliance Policy and Procedures

F. 2021-2022 Compensation Policy

G. Employee Handbook

H. 2021-2022 Parent Student Handbook

I. Promotion, Acceleration and Retention Policy

JD Luckesen made a motion to Promotion, Acceleration and Retention Policy. Jessica Ackermann seconded the motion.

This item was pulled from consent agenda and discussed separately.

JD Luckesen wants to assure the updated policy allows for parents to be heard and there is oversight that the policy was followed.

The board has agreed that the Executive Director will add updates and data regarding appeals for retention in the Executive Director report.
The board **VOTED** unanimously to approve the motion.

J. 2021-2022 Extended School Year Dates

K. Sublease and Shared Use Agreement

Johnny Tran made a motion to Approve Sublease and Shared Use Agreement.
JD Luckesen seconded the motion.
This item was removed from consent agenda for further discussion.

Johnny request clarification on the details for the increased rent.

The board **VOTED** unanimously to approve the motion.

L. Approve Consent Agenda

Jessica Ackermann made a motion to Approve Consent Agenda.
Benjamin Fung seconded the motion.
Items I and K were removed from consent agenda for further discussion.
The board **VOTED** unanimously to approve the motion.

IV. Closed Session

A. Closed Session-Conference with Legal Counsel- Anticipated Litigation (2 Cases) § 54956.9

Johnny Tran made a motion to move into closed session.
JD Luckesen seconded the motion.
The board moved into closed session at 11:30pm

The board moved out of closed session at 12:04pm
The board took a lunch break from 12:04pm to 12:30pm.

V. Board Training

A. Governance Training

Bryanna Stuczynski presented on board roles, responsibilities, governance versus management and organizational goals.

Board Responsibilities

- *Duty of Care, Loyalty and Obedience

- *Goal planning, strategic planning, systems, support and evaluate CEO, ensuring transparency

Boards Govern, CEOs Manage

What Does Success look Like?

- *collective ownership

- *Tackling difficult topics
- *Forward thinking/strategic not only reactive

Board Goals at a Glance

*Organizational Priorities are broken into CEO Goals and Board Goals or Priorities

The board reviewed their assessment results and goals.

VI. Finance

A. Consolidated Application Second Report (2022)

JD Luckesen made a motion to approve consolidation application second report.
Jessica Ackermann seconded the motion.
Outlines the use of funds and shows zero unspent funds
Maintaining all the homeless certification requirements
Certification of Assurances for 2021-22
Protected Prayer for 2021-22
Application for funding which shows all programs for the coming year
The board **VOTED** unanimously to approve the motion.

B. 2020-2021 Unaudited Actual Report

Johnny Tran made a motion to approve 2020-2021 unaudited actual report.
Benjamin Fung seconded the motion.
Formal financial reporting to be sent to authorizer

The board **VOTED** unanimously to approve the motion.

C. 2020-2021 Education Protection Account Actual Report

JD Luckesen made a motion to education protection actual report.
Johnny Tran seconded the motion.
The actuals that have occurred compared to what was reported.
The board **VOTED** unanimously to approve the motion.

D. June 2021 Financial Report

Main Highlights:

- Ended year with surplus with a positive \$757k overall variance
- PPP forgiveness revenue - \$3.09M
- CAREs ACT LLMF revenue - \$574K
- Contributions - \$61K
- Added unbudgeted allowance to account for potential uncollectable receivables - \$3.4
- Total LCFF positive variance of \$49K PACIFIC COAST ACADEMY

Compliance:

- 40/80 compliances will be waived with timely submission of Funding Determination by 6/30
- The 40% was made, but the 80% was missed by 568k or approx. 1.3% due to reduction of total student spend
- Will keep a close watch on the percentages for FY21-22
- The PTR is in compliance with a 19.61:1 ratio

E.

July 2021 Financial Report

Highlights:

- Overall surplus to slightly over 2.8% but depending on upcoming enrollment numbers this may fluctuate during the first quarter of the school year.
- Deferral early payback has been reflected in current cash projections PACIFIC COAST ACADEMY

Compliance and Reporting:

- Both 40/80 and 25:1 PTR are within compliance

VII. Operations

A. Transportation Policy

Johnny Tran made a motion to approve transportation policy.

Jessica Ackermann seconded the motion.

The board **VOTED** unanimously to approve the motion.

B. Dehesa Memorandum of Understanding (MOU)

JD Luckesen made a motion to Approve.

Benjamin Fung seconded the motion.

The board **VOTED** unanimously to approve the motion.

C. Legal Extension of the Charter Term

JD Luckesen made a motion to approve legal extension of the charter term.

Johnny Tran seconded the motion.

Acknowledge that the charter is being approved for a 2 year renewal.

The board **VOTED** unanimously to approve the motion.

D. AB-104 Supplemental Retention Policy

JD Luckesen made a motion to approve AB-104 supplemental retention policy.

Benjamin Fung seconded the motion.

State passed a new assembly bills as it relates to retentions.

Must meet within 30 calendar days of request.

Must inform within 10 days of decision.

The board **VOTED** unanimously to approve the motion.

VIII. Other Business

A. Executive Directors Report

The Executive Director provided an update on the following topics:

- New Hires
- AB 130 Updates
- Covid Vaccine/Testing Mandates
- Covid Vaccine/Testing Mandates
- PCA Community
- Beehively Webpages (for teachers and parents)
- PCA Presents: Parent Engagement
- Staff Professional Development
- Enrollment
- Testing and Assessment
- Parent Survey

B.

Delegating Authority to the Executive Director

Johnny Tran made a motion to delegate authority to the Executive Director.

JD Luckesen seconded the motion.

The board **VOTED** unanimously to approve the motion.

C. Form CSEC Committee & Elect Chair

JD Luckesen made a motion to approve individuals for CSEC Committee and elect chair.

Johnny Tran seconded the motion.

Kelly Durso reviewed the Executive Director Evaluation timeline and process.

Need two members of the board to sit on CSEC Committee for the 2021-22 school year.

Kelly Durso and Benjamin Fung will sit on the committee

The board **VOTED** unanimously to approve the motion.

D. Form Finance Committee

The board discussed the pros and cons of forming a finance committee. The board will not form a committee and will delegate to board CFO.

E. Closed Session: Employee Performance Evaluation: Executive Director § 54956.9

No decisions or votes were made in closed session.

F. Goal Setting

The board members and Executive Director were tasked with looking at data and preparing a SMART goal to bring to the following meeting.

IX. Closing Items

A. Announcement of Next Scheduled Meeting October 21st

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 3:42 PM.

Respectfully Submitted,
Kelly Durso

Prepared By:
Jennifer Faber

Noted By:

Board Secretary

Public comment rules: Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option to communicate with the administrative team your desire to address the board or simply communicate orally your desire to address the board when the board asks for public comments. Speakers may be called in the order that requests are received. We ask that comments are limited to 2 minutes each, with no more than 15 minutes per single topic so that as many people as possible may be heard. If a member of the public utilizes a translator to address the board, those individuals are allotted 4 minutes each. If the board utilizes simultaneous translation equipment in a manner that allows the board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

Note: Pacific Coast Academy Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Pacific Coast Academy Office at [\(619\) 749-1928](tel:6197491928) at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

Cover Sheet

September 2021 Financial Report

Section:	V. Consent Agenda
Item:	B. September 2021 Financial Report
Purpose:	
Submitted by:	
Related Material:	21.09-PCA - Financial Presentation.pdf



Pacific Coast Academy

Monthly Financial Presentation – September 2021

Highlights

Highlights

- Overall surplus currently 1.59% of total expenses
- Deferral early payback has been reflected in current cash projections
- Added ESSER II revenue of \$845K
- Estimated enrollment now 4500

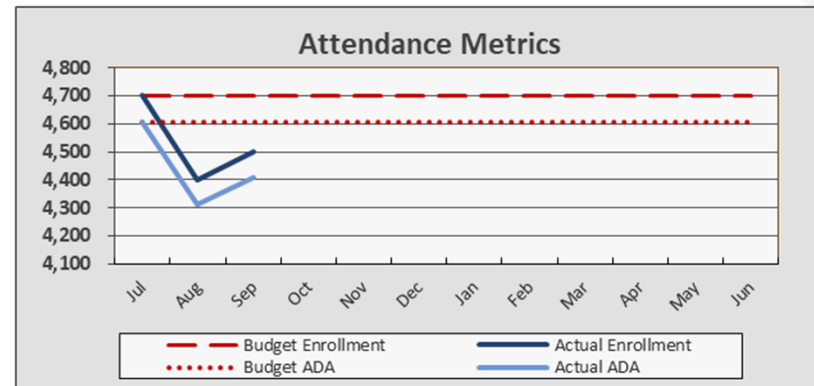
Compliance and Reporting

- Both 40/80 and 25:1 PTR are within compliance

Attendance

Enrollment & Per Pupil Data			
	<u>Actual</u>	<u>Forecast</u>	<u>Budget</u>
Enrollment	4533	4500	4700
ADA	4443	4410	4606
Attendance Rate	98.0%	98.0%	98.0%
Unduplicated %	39.4%	39.4%	39.9%
Revenue per ADA		\$10,919	\$10,715
Expenses per ADA		\$10,748	\$10,561

*ADA will remain fixed throughout fiscal year per SB98



- ADA changes will be reported this year and will affect revenue
- Enrollment reduced to 4500

Revenue

- Updates:
 - ESSER II funding of 845K now included in revenue

	<i>Year-to-Date</i>			<i>Annual/Full Year</i>		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Revenue						
State Aid-Rev Limit	\$ 7,296,483	\$ 7,252,693	\$ 43,790	\$ 42,226,111	\$ 44,131,513	\$ (1,905,402)
Federal Revenue	868,913	198,341	670,572	2,013,358	1,168,211	845,148
Other State Revenue	544,372	234,732	309,640	3,910,263	4,053,198	(142,935)
Other Local Revenue	3,709	-	3,709	3,709	-	3,709
Total Revenue	\$ 8,713,478	\$ 7,685,766	\$ 1,027,711	\$ 48,153,441	\$ 49,352,921	\$ (1,199,480)

Expenses

- Updates:
 - Main savings reflected in certificated staffing and interest costs
 - Increase in rent costs from updated Poway rent allocation
 - Payroll forecasted estimated based on 9/30 payroll

Expenses

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Certificated Salaries	\$ 4,670,476	\$ 4,635,381	\$ (35,094)	\$ 19,201,244	\$ 18,541,524	\$ (659,719)
Classified Salaries	807,156	910,766	103,610	3,307,951	3,643,065	335,114
Benefits	1,525,322	1,730,770	205,448	6,722,692	6,984,370	261,678
Books and Supplies	2,159,057	2,154,695	(4,362)	8,596,330	8,657,840	61,509
Subagreement Services	611,734	1,801,418	1,189,684	6,607,171	7,228,465	621,294
Operations	122,781	117,350	(5,431)	466,158	469,400	3,242
Facilities	68,320	51,100	(17,220)	340,703	204,400	(136,303)
Professional Services	498,564	592,660	94,095	2,098,926	2,542,119	443,193
Depreciation	-	7,500	7,500	22,500	30,000	7,500
Interest	36,135	228,425	192,290	36,135	342,638	306,503
Total Expenses	\$ 10,499,544	\$ 12,230,065	\$ 1,730,520	\$ 47,399,810	\$ 48,643,821	\$ 1,244,011

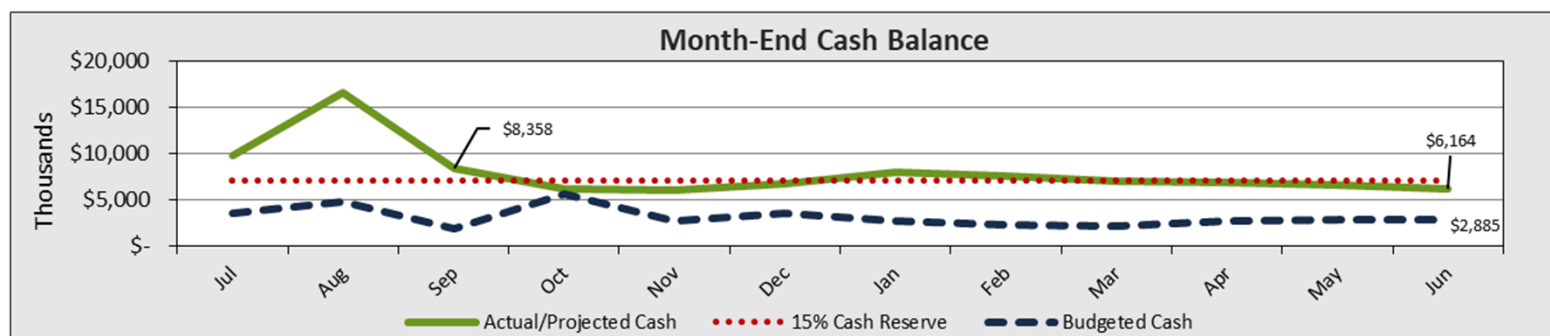
Fund Balance

- Year-end surplus forecasted at **2.8%** of total expenses.
- Projected end of year fund balance exceeds State requirements of 3% and Authorizer requirement of 5%.

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ (1,786,066)	\$ (4,544,299)	\$ 2,758,231	\$ 753,631	\$ 709,100	\$ 44,532
Beginning Fund Balance	<u>5,932,491</u>	<u>5,932,491</u>		<u>5,932,491</u>	<u>5,932,491</u>	
Ending Fund Balance	<u>\$ 4,146,426</u>	<u>\$ 1,388,192</u>		<u>\$ 6,686,122</u>	<u>\$ 6,641,591</u>	
<i>As a % of Annual Expenses</i>	8.7%	2.9%		14.1%	13.7%	

Cash Balance

- 9/30 cash balance: **\$8.3M**
- Next projected factoring: **N/A**
 - **Removed all other projected factoring due to deferral payback schedule update.**



Appendices

- Monthly Cash Flow / Forecast 21-22
- Budget vs. Actual
- Statement of Financial Position
- Statement of Cash Flows
- Check Register
- AP Aging

Scholarship Prep- Oceanside**Monthly Cash Flow/Forecast FY21-22**

Revised 10/08/2021

ADA = 492.48

**Revenues****State Aid - Revenue Limit**

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Year-End Accruals
8011 LCFF State Aid	135,865	135,865	139,555	251,200	251,200	251,200	251,200	251,200	263,207	263,207	263,207	263,207	263,207
8012 Education Protection Account	-	-	-	24,624	-	-	24,624	-	-	24,624	-	-	24,624
8019 State Aid - Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-
8096 In Lieu of Property Taxes	-	100,443	186,145	124,097	124,097	124,097	124,097	124,097	250,321	125,160	125,160	125,160	125,160
	135,865	236,308	325,700	399,920	375,296	375,296	399,920	375,296	513,528	412,992	388,368	388,368	412,992

Federal Revenue

8181 Special Education - Entitlement	-	-	2,880	5,183	5,183	5,183	5,183	5,183	6,553	6,553	6,553	6,553	6,553
8220 Federal Child Nutrition	-	-	-	10,231	19,440	19,440	19,440	19,440	19,440	19,440	19,440	19,440	38,880
8290 Title I, Part A - Basic Low Income	-	-	18,671	-	-	56,014	-	-	-	-	-	-	-
8291 Title II, Part A - Teacher Quality	-	-	3,345	-	-	10,036	-	-	-	-	-	-	-
8294 Title V, Part B - PCSG	-	-	-	-	-	-	-	-	-	-	-	704,073	-
8296 Other Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	251,038	-
	-	-	24,896	15,415	24,623	90,673	24,623	24,623	25,992	25,992	25,992	981,103	45,432

Other State Revenue

8311 State Special Education	15,975	15,975	12,509	22,517	22,517	22,517	22,517	22,517	22,075	22,075	22,075	22,075	22,075
8520 Child Nutrition	-	-	-	968	1,840	1,840	1,840	1,840	1,840	1,840	1,840	1,840	3,680
8545 School Facilities (SB740)	-	-	-	-	-	-	84,800	-	-	-	42,400	-	42,400
8550 Mandated Cost	-	-	-	-	-	7,768	-	-	-	-	-	-	-
8560 State Lottery	-	-	-	-	-	-	23,844	-	-	23,844	-	-	54,256
8599 Other State Revenue	-	-	-	-	-	-	-	-	-	-	-	466,151	-
	15,975	15,975	12,509	23,485	24,357	32,125	133,001	24,357	23,915	47,758	66,315	490,066	122,410

Other Local Revenue

8660 Interest Revenue	2,519	201	-	-	-	-	-	-	-	-	-	-	-
8980 Contributions, Unrestricted	914	-	-	-	-	-	-	-	-	-	-	-	-
8990 Contributions, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	3,434	4,356	-	-	-	-	-	-	-	-	-	-	-

Total Revenue

	155,274	256,639	363,106	438,821	424,277	498,094	557,544	424,277	563,435	486,743	480,675	1,859,537	580,834
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Expenses**Certificated Salaries**

1100 Teachers' Salaries	24,195	144,765	128,560	128,560	128,560	128,560	128,560	128,560	128,560	128,560	128,560	128,560	-
1170 Teachers' Substitute Hours	-	1,446	-	-	-	-	-	-	-	-	-	-	-
1175 Teachers' Extra Duty/Stipends	-	909	1,691	1,691	1,691	1,691	1,691	1,691	1,691	1,691	1,691	1,691	-
1200 Pupil Support Salaries	1,581	12,773	40,330	40,330	40,330	40,330	40,330	40,330	40,330	40,330	40,330	40,330	-
1300 Administrators' Salaries	37,659	39,131	30,196	30,196	30,196	30,196	30,196	30,196	30,196	30,196	30,196	30,196	-
1900 Other Certificated Salaries	8,871	7,198	28,326	28,326	28,326	28,326	28,326	28,326	28,326	28,326	28,326	28,326	-
	72,306	206,222	229,104	229,104	229,104	229,104	229,104	229,104	229,104	229,104	229,104	229,104	-

Classified Salaries

2100 Instructional Salaries	4,812	17,426	16,085	16,085	16,085	16,085	16,085	16,085	16,085	16,085	16,085	16,085	-
2200 Support Salaries	5,253	9,550	11,537	11,537	11,537	11,537	11,537	11,537	11,537	11,537	11,537	11,537	-
2300 Classified Administrators'	6,329	6,416	24,233	24,233	24,233	24,233	24,233	24,233	24,233	24,233	24,233	24,233	-
2400 Clerical and Office Staff Salaries	12,378	20,074	13,918	13,918	13,918	13,918	13,918	13,918	13,918	13,918	13,918	13,918	-
2900 Other Classified Salaries	4,475	5,328	27,296	27,296	27,296	27,296	27,296	27,296	27,296	27,296	27,296	27,296	-
	33,247	58,793	93,070	93,070	93,070	93,070	93,070	93,070	93,070	93,070	93,070	93,070	-

Benefits

3101 STRS	12,190	34,015	36,832	36,832	36,832	36,832	36,832	36,832	36,832	36,832	36,832	36,832	-
3202 PERS	7,234	11,057	21,944	21,944	21,944	21,944	21,944	21,944	21,944	21,944	21,944	21,944	-
3301 OASDI	2,616	7,477	5,913	5,913	5,913	5,913	5,913	5,913	5,913	5,913	5,913	5,913	-
3311 Medicare	1,512	3,934	4,716	4,716	4,716	4,716	4,716	4,716	4,716	4,716	4,716	4,716	-
3401 Health and Welfare	25,571	15,506	31,063	31,063	31,063	31,063	31,063	31,063	31,063	31,063	31,063	31,063	-
3501 State Unemployment	1,305	1,381	2,105	2,105	2,105	2,105	10,527	8,421	4,211	2,105	2,105	2,105	-
3601 Workers' Compensation	2,159	4,377	4,554	4,554	4,554	4,554	4,554	4,554	4,554	4,554	4,554	4,554	-
3901 Other Benefits	-	-	9,758	9,758	9,758	9,758	9,758	9,758	9,758	9,758	9,758	9,758	3,256
	52,587	77,747	116,885	116,885	116,885	116,885	125,306	123,201	118,990	116,885	116,885	116,885	3,256

Books and Supplies

4100 Textbooks and Core Materials	1,307	1,307	25,750	25,750	25,750	-	-	-	-	-	-	-	-
4200 Books and Reference Materials	70	496	900	900	900	-	-	-	-	-	-	-	-
4302 School Supplies	1,375	3,323	8,594	8,594	8,594	8,594	8,594	8,594	8,594	8,594	8,594	8,594	-
4305 Software	4,028	6,417	358	358	358	358	358	358	358	358	358	358	-
4310 Office Expense	1,243	7,608	3,267	3,267	3,267	3,267	3,267	3,267	3,267	3,267	3,267	3,267	-
4311 Business Meals	-	32	475	475	475	475	475	475	475	475	475	475	-
4312 School Fundraising Expense	-	-	17	17	17	17	17	17	17	17	17	17	-
4400 Noncapitalized Equipment	944	48,004	21,867	21,867	21,867	21,867	-	-	-	-	-	-	-
4700 Food Services	-	9,915	19,545	19,545	19,545	19,545	19,545	19,545	19,545	19,545	19,545	19,545	-
	8,966	77,103	80,773	80,773	80,773	54,123	32,256	32,256	32,256	32,256	32,256	32,256	-

Annual Forecast	Original Budget Total	Favorable / (Unfav.)
ADA = 497.28		
2,983,322	3,009,632	(26,310)
98,496	99,456	(960)
-	-	-
1,658,032	1,674,193	(16,160)
4,739,851	4,783,281	(43,430)
61,560	62,160	(600)
204,630	98,720	105,909
74,685	74,685	-
13,381	13,381	-
704,073	158,750	545,323
251,038	251,038	-
1,309,367	658,734	650,632
267,417	270,023	(2,606)
19,369	9,344	10,025
169,600	169,600	-
7,768	7,768	-
101,943	102,937	(994)
466,151	466,151	-
1,032,248	1,025,823	6,425
2,721	-	2,721
914	-	914
-	15,000	(15,000)
7,789	15,000	(7,211)
7,089,255	6,482,838	606,416
1,454,560	1,358,589	(95,971)
1,446	-	(1,446)
17,818	18,600	782
417,658	412,283	(5,375)
378,753	375,551	(3,202)
299,330	339,914	40,584
2,569,565	2,504,936	(64,629)
183,089	155,762	(27,327)
130,176	126,911	(3,265)
255,075	265,636	10,561
171,629	136,997	(34,632)
282,766	170,836	(111,930)
1,022,735	856,142	(166,593)
414,528	401,291	(13,238)
237,734	196,998	(40,736)
69,221	53,081	(16,140)
52,608	48,736	(3,872)
351,703	330,750	(20,953)
40,582	37,207	(3,375)
52,072	47,055	(5,017)
100,832	100,832	-
1,319,280	1,215,950	(103,330)
79,863	103,000	23,137
3,266	4,500	1,234
90,635	103,950	13,315
14,029	4,400	(9,629)
41,517	39,600	(1,917)
4,782	5,700	918
167	200	33
136,418	60,000	(76,418)
205,370	134,770	(70,600)
576,048	456,120	(119,928)

Scholarship Prep- Oceanside**Monthly Cash Flow/Forecast FY21-22**

Revised 10/08/2021

ADA = 492.48



	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Subagreement Services																
5102 Special Education	-	1,159	4,545	4,545	4,545	4,545	4,545	4,545	4,545	4,545	4,545	4,545	3,387	50,000	50,000	-
5103 Substitute Teacher	-	-	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	-	50,000	55,000	5,000
5104 Transportation	-	-	909	909	909	909	909	909	909	909	909	909	-	9,091	10,000	909
5105 Security	-	-	36	36	36	36	36	36	36	36	36	36	-	364	400	36
	-	1,159	10,491	10,491	10,491	10,491	10,491	10,491	10,491	10,491	10,491	10,491	3,387	109,455	115,400	5,945
Operations and Housekeeping																
5201 Auto and Travel	-	1,398	632	632	632	632	632	632	632	632	632	632	-	7,716	5,200	(2,516)
5300 Dues & Memberships	3,104	990	492	492	492	492	492	492	492	492	492	492	-	9,011	6,000	(3,011)
5400 Insurance	3,936	3,936	4,719	4,719	4,719	4,719	4,719	4,719	4,719	4,719	4,719	4,719	-	55,059	56,625	1,566
5501 Utilities	4,248	5,711	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083	-	50,792	49,500	(1,292)
5900 Communications	4,688	3,174	3,833	3,833	3,833	3,833	3,833	3,833	3,833	3,833	3,833	3,833	-	46,196	46,400	204
5901 Postage and Shipping	126	62	510	510	510	510	510	510	510	510	510	510	-	5,288	5,200	(88)
	16,101	15,272	14,269	14,269	14,269	14,269	14,269	14,269	14,269	14,269	14,269	14,269	-	174,062	168,925	(5,137)
Facilities, Repairs and Other Leases																
5601 Rent	30,502	31,633	32,510	32,510	32,510	32,510	32,510	32,510	32,510	32,510	32,510	32,510	-	387,235	390,120	2,885
5602 Additional Rent	-	-	4,250	4,250	4,250	4,250	4,250	4,250	4,250	4,250	4,250	4,250	-	42,500	51,000	8,500
5603 Equipment Leases	235	1,980	-	-	-	-	-	-	-	-	-	-	-	2,215	-	(2,215)
5610 Repairs and Maintenance	-	-	20,833	20,833	20,833	20,833	20,833	20,833	20,833	20,833	20,833	20,833	-	208,333	50,000	(158,333)
	30,736	33,613	57,593	57,593	57,593	57,593	57,593	57,593	57,593	57,593	57,593	57,593	-	640,282	491,120	(149,162)
Professional/Consulting Services																
5801 IT	5,853	2,766	3,458	3,458	3,458	3,458	3,458	3,458	3,458	3,458	3,458	3,458	-	43,203	41,900	(1,303)
5802 Audit & Taxes	-	-	-	2,867	2,867	2,867	-	-	-	-	-	-	-	8,600	8,600	-
5803 Legal	-	-	3,475	3,475	3,475	3,475	3,475	3,475	3,475	3,475	3,475	3,475	-	34,750	42,100	7,350
5804 Professional Development	-	1,383	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	-	21,383	20,200	(1,183)
5805 General Consulting	97	-	3,772	3,772	3,772	3,772	3,772	3,772	3,772	3,772	3,772	3,772	-	37,813	37,716	(97)
5807 Bank Charges	18	14	10	10	10	10	10	10	10	10	10	10	-	132	100	(32)
5809 Other taxes and fees	484	806	5,920	5,920	5,920	5,920	5,920	5,920	5,920	5,920	5,920	5,920	-	60,490	59,800	(690)
5810 Payroll Service Fee	675	1,279	158	158	158	158	158	158	158	158	158	158	-	3,537	1,900	(1,637)
5811 Management Fee	10,749	10,749	9,708	9,708	9,708	9,708	9,708	9,708	9,708	9,708	9,708	9,708	-	118,579	106,005	(12,574)
5812 District Oversight Fee	-	23	3,257	3,999	3,753	3,999	3,753	3,999	3,753	4,130	3,884	3,884	7,829	47,399	47,833	434
5813 County Fees	-	-	-	525	-	-	525	-	-	525	-	-	525	2,100	2,100	-
5815 Public Relations/Recruitment	972	375	300	300	300	300	300	300	300	300	300	300	-	4,347	3,000	(1,347)
	18,849	19,951	32,058	36,192	35,421	35,421	33,326	32,554	33,937	33,456	32,685	32,685	8,354	384,889	371,253	(13,635)
Depreciation																
6900 Depreciation Expense	6,047	6,047	6,433	6,433	6,433	6,433	6,433	6,433	6,433	6,433	6,433	6,433	-	76,428	77,900	1,472
	6,047	6,047	6,433	6,433	6,433	6,433	6,433	6,433	6,433	6,433	6,433	6,433	-	76,428	77,900	1,472
Interest																
7438 Interest Expense	1,158	1,689	-	-	-	-	-	-	-	-	-	-	-	2,847	-	(2,847)
	1,158	1,689	-	-	-	-	-	-	-	-	-	-	-	2,847	-	(2,847)
Total Expenses	239,997	497,596	640,676	644,810	644,039	617,389	601,847	598,971	596,142	593,557	592,785	592,785	14,996	6,875,591	6,257,746	(617,845)
Monthly Surplus (Deficit)	(84,723)	(240,957)	(277,570)	(205,989)	(219,762)	(119,294)	(44,303)	(174,694)	(32,707)	(106,814)	(112,111)	1,266,751	565,838	213,663	225,092	(11,429)
Cash Flow Adjustments														3.11%		
Monthly Surplus (Deficit)	(84,723)	(240,957)	(277,570)	(205,989)	(219,762)	(119,294)	(44,303)	(174,694)	(32,707)	(106,814)	(112,111)	1,266,751	565,838	213,663		
Cash flows from operating activities																
Depreciation/Amortization	6,047	6,047	6,433	6,433	6,433	6,433	6,433	6,433	6,433	6,433	6,433	6,433	-	76,428		
Public Funding Receivables	452,954	957,959	84,697	85,558	-	-	62,711	-	-	-	-	-	(580,834)	1,063,043		
Prepaid Expenses	(63,153)	21,183	-	-	-	-	-	-	-	-	-	-	-	(41,970)		
Accounts Payable	(51,597)	-	-	-	-	-	-	-	-	-	-	-	14,996	(36,600)		
Accrued Expenses	(86,226)	17,324	-	-	-	-	-	-	-	-	-	-	-	(68,902)		
Other Liabilities	-	48,357	-	-	-	-	-	-	-	-	-	-	-	48,357		
Cash flows from financing activities																
Proceeds(Payments) on Debt	(15,880)	(21,902)	-	-	-	-	-	-	-	-	-	-	-	(37,782)		
Total Change in Cash	157,422	788,010	(186,440)	(113,998)	(213,329)	(112,861)	24,841	(168,261)	(26,274)	(100,381)	(105,677)	1,273,185				
Cash, Beginning of Month	1,275,351	1,432,773	2,220,783	2,034,343	1,920,345	1,707,016	1,594,155	1,618,996	1,450,735	1,424,461	1,324,080	1,218,403				
Cash, End of Month	1,432,773	2,220,783	2,034,343	1,920,345	1,707,016	1,594,155	1,618,996	1,450,735	1,424,461	1,324,080	1,218,403	2,491,588				

Pacific Coast Academy**Budget vs Actual**

For the period ended September 30, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Aid - Revenue Limit							
LCFF State Aid	\$ 3,356,904	\$ 3,359,196	\$ (2,292)	\$ 7,086,798	\$ 7,091,637	\$ (4,839)	\$ 42,198,697
Education Protection Account	203,697	-	203,697	203,697	-	203,697	921,200
State Aid - Prior Year	5,988	-	5,988	5,988	-	5,988	-
In Lieu of Property Taxes	-	107,371	(107,371)	-	161,057	(161,057)	1,011,616
Total State Aid - Revenue Limit	3,566,589	3,466,567	100,022	7,296,483	7,252,693	43,790	44,131,513
Federal Revenue							
Special Education - Entitlement	-	24,698	(24,698)	-	49,397	(49,397)	558,478
Title I, Part A - Basic Low Income	-	126,620	(126,620)	-	126,620	(126,620)	506,480
Title II, Part A - Teacher Quality	-	22,324	(22,324)	-	22,324	(22,324)	89,297
Title III - Limited English	-	-	-	-	-	-	13,956
Other Federal Revenue	842,627	-	842,627	842,627	-	842,627	-
Prior Year Federal Revenue	-	-	-	26,286	-	26,286	-
Total Federal Revenue	842,627	173,643	668,984	868,913	198,341	670,572	1,168,211
Other State Revenue							
State Special Education	252,854	117,366	135,488	533,804	234,732	299,072	2,653,885
Mandated Cost	-	-	-	-	-	-	87,893
State Lottery	-	-	-	-	-	-	953,442
Prior Year Revenue	7,226	-	7,226	10,568	-	10,568	-
Other State Revenue	-	-	-	-	-	-	357,978
Total Other State Revenue	260,080	117,366	142,714	544,372	234,732	309,640	4,053,198
Other Local Revenue							-
Interest Revenue	-	-	-	1,920	-	1,920	-
Contributions, Unrestricted	1,710	-	1,710	1,789	-	1,789	-
Total Other Local Revenue	1,710	-	1,710	3,709	-	3,709	-
Total Revenues	\$ 4,671,006	\$ 3,757,576	\$ 913,430	\$ 8,713,478	\$ 7,685,766	\$ 1,027,711	\$ 49,352,921
Expenses							
Certificated Salaries							
Teachers' Salaries	\$ 1,228,077	\$ 1,061,484	\$ (166,593)	\$ 3,490,199	\$ 3,184,452	\$ (305,747)	\$ 12,737,806
Teachers' Extra Duty/Stipends	71,760	124,114	52,354	153,859	372,342	218,483	1,489,368
Pupil Support Salaries	112,500	117,254	4,753	298,214	351,761	53,546	1,407,042
Administrators' Salaries	194,790	185,875	(8,915)	580,502	557,625	(22,877)	2,230,500
Other Certificated Salaries	49,374	56,401	7,027	147,702	169,202	21,500	676,808
Total Certificated Salaries	1,656,502	1,545,127	(111,375)	4,670,476	4,635,381	(35,094)	18,541,525
Classified Salaries							
Instructional Salaries	28,333	30,139	1,806	71,086	90,416	19,330	361,663
Support Salaries	108,934	121,837	12,903	292,636	365,510	72,873	1,462,038
Supervisors' and Administrators' Salaries	44,011	67,542	23,531	145,983	202,626	56,642	810,502
Clerical and Office Staff Salaries	83,301	75,041	(8,261)	263,149	225,122	(38,028)	900,486
Other Classified Salaries	13,322	9,031	(4,291)	34,302	27,094	(7,208)	108,376
Total Classified Salaries	277,902	303,589	25,687	807,156	910,766	103,610	3,643,065
Benefits							
State Teachers' Retirement System, certificated position	270,478	247,532	(22,946)	765,381	742,597	(22,784)	2,970,390
OASDI/Medicare/Alternative, certificated position	16,779	18,823	2,044	48,988	56,469	7,481	225,875
Medicare/Alternative, certificated positions	27,232	26,806	(425)	77,092	80,419	3,327	321,677
Health and Welfare Benefits, certificated position	197,567	204,000	6,433	561,436	612,000	50,564	2,448,000
State Unemployment Insurance, certificated position	2,051	7,662	5,610	12,266	22,985	10,718	153,230
Workers' Compensation Insurance, certificated position	15,029	16,638	1,609	60,158	49,915	(10,243)	199,661
Other Benefits, certificated positions	-	55,461	55,461	-	166,384	166,384	665,538
Total Benefits	529,137	576,923	47,786	1,525,322	1,730,769	205,448	6,984,370
Books & Supplies							
Textbooks and Core Materials	913	-	(913)	9,943	-	(9,943)	-
School Supplies	523,442	710,676	187,234	1,224,185	1,611,066	386,881	6,476,682
Software	40,769	67,582	26,812	274,786	202,745	(72,042)	810,978
Office Expense	7,610	3,592	(4,018)	22,181	10,775	(11,406)	43,100
Business Meals	88	-	(88)	301	-	(301)	-
Noncapitalized Equipment	530,841	145,618	(385,222)	627,660	330,109	(297,551)	1,327,080
Total Books & Supplies	1,103,663	927,468	(176,195)	2,159,057	2,154,695	(4,362)	8,657,840
Subagreement Services							
Nursing	-	108	108	-	325	325	1,300
Special Education	29,117	222,642	193,525	108,255	667,925	559,670	2,671,700
Transportation	-	100	100	-	300	300	1,200

Pacific Coast Academy**Budget vs Actual**

For the period ended September 30, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Other Educational Consultants	451,256	499,732	48,477	503,479	1,132,868	629,389	4,554,265
Total Subagreement Services	480,372	722,582	242,210	611,734	1,801,418	1,189,684	7,228,465
Operations & Housekeeping							
Auto and Travel	2,008	1,025	(983)	2,293	3,075	782	12,300
Dues & Memberships	183	158	(24)	17,553	475	(17,078)	1,900
Insurance	31,635	35,600	3,965	88,835	106,800	17,965	427,200
Utilities	4,895	433	(4,462)	6,477	1,300	(5,177)	5,200
Janitorial Services	-	42	42	-	125	125	500
Communications	2,764	842	(1,922)	3,066	2,525	(541)	10,100
Postage and Shipping	1,151	1,017	(134)	4,557	3,050	(1,507)	12,200
Total Operations & Housekeeping	42,635	39,117	(3,518)	122,781	117,350	(5,431)	469,400
Facilities, Repairs & Other Leases							
Rent	29,701	17,033	(12,668)	63,470	51,100	(12,370)	204,400
Other Leases	-	-	-	4,103	-	(4,103)	-
Repairs and Maintenance	747	-	(747)	747	-	(747)	-
Total Facilities, Repairs & Other Leases	30,448	17,033	(13,415)	68,320	51,100	(17,220)	204,400
Professional/Consulting Services							
IT	78,979	49,403	(29,576)	82,513	148,210	65,697	592,840
Audit & Taxes	-	-	-	-	-	-	16,100
Legal	15,568	15,483	(85)	45,335	46,450	1,115	185,800
Professional Development	1,769	9,604	7,835	10,159	28,813	18,654	115,251
General Consulting	379	3,725	3,346	785	11,175	10,390	44,700
Special Activities/Field Trips	13,925	5,995	(7,930)	31,635	13,591	(18,044)	54,637
Bank Charges	1,160	2,033	873	4,230	6,100	1,870	24,400
Printing	-	-	-	500	-	(500)	-
Other Taxes and Fees	80	4,533	4,453	4,041	13,600	9,559	54,400
Payroll Service Fee	2,615	2,692	76	6,804	8,075	1,271	32,300
Management Fee	78,862	81,373	2,511	239,658	244,119	4,461	976,476
District Oversight Fee	35,606	34,666	(940)	72,905	72,527	(378)	441,315
County Fees	-	-	-	-	-	-	3,900
Total Professional/Consulting Services	228,945	209,508	(19,436)	498,564	592,660	94,095	2,542,119
Depreciation							
Depreciation Expense	-	2,500	2,500	-	7,500	7,500	30,000
Total Depreciation	-	2,500	2,500	-	7,500	7,500	30,000
Interest							
Interest Expense	-	-	-	36,135	228,425	192,290	342,638
Total Interest	-	-	-	36,135	228,425	192,290	342,638
Total Expenses	\$ 4,349,603	\$ 4,343,847	\$ (5,756)	\$ 10,499,544	\$ 12,230,065	\$ 1,730,520	\$ 48,643,821
Change in Net Assets	321,404	(586,271)	907,674	(1,786,067)	(4,544,298)	2,758,231	709,100
Net Assets, Beginning of Period	3,825,021			5,932,491			
Net Assets, End of Period	\$ 4,146,424			\$ 4,146,424			

Pacific Coast Academy**Statement of Financial Position****September 30, 2021**

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	\$ 8,357,716	\$ 5,335,027	\$ 3,022,689	57%
Accounts Receivable	50	25,975	(25,925)	-100%
Public Funding Receivables	2,017,150	14,194,888	(12,177,738)	-86%
Factored Receivables	(2,496,000)	(7,308,600)	4,812,600	-66%
Due To/From Related Parties	536,911	536,911	-	0%
Prepaid Expenses	341,562	209,196	132,366	63%
Total Current Assets	8,757,389	12,993,397	(4,236,008)	-33%
Long-Term Assets				
Deposits	6,630	6,630	-	0%
Total Long Term Assets	6,630	6,630	-	0%
Total Assets	\$ 8,764,019	\$ 13,000,027	\$ (4,236,008)	-33%
Liabilities				
Current Liabilities				
Accounts Payable	\$ 1,397,371	\$ 1,596,948	\$ (199,578)	-12%
Accrued Liabilities	1,918,180	1,544,296	373,883	24%
Deferred Revenue	1,302,045	3,926,291	(2,624,246)	-67%
Total Current Liabilities	4,617,595	7,067,536	(2,449,941)	-35%
Total Liabilities	4,617,595	7,067,536	(2,449,941)	-35%
Total Net Assets	4,146,424	5,932,491	(1,786,067)	-30%
Total Liabilities and Net Assets	\$ 8,764,019	\$ 13,000,027	\$ (4,236,008)	-33%

Pacific Coast Academy

Statement of Cash Flows

For the period ended September 30, 2021

	Month Ended 09/30/21	YTD Ended 09/30/21
Cash Flows from Operating Activities		
Change in Net Assets	\$ 321,404	\$ (1,786,067)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	-	-
Decrease/(Increase) in Operating Assets:		
Public Funding Receivables	(665,719)	12,177,738
Grants, Contributions & Pledges Receivable	(8,535,300)	(4,786,675)
Due from Related Parties	-	-
Prepaid Expenses	101,448	(132,366)
Other Assets	-	-
(Decrease)/Increase in Operating Liabilities:		
Accounts Payable	678,574	(199,578)
Accrued Expenses	93,551	373,883
Deferred Revenue	(167,504)	(2,624,246)
Other Liabilities	-	-
Total Cash Flows from Operating Activities	(8,173,547)	3,022,689
Cash Flows from Investing Activities		
Purchase of Property & Equipment	-	-
Total Cash Flows from Investing Activities	-	-
Cash Flows from Financing Activities		
Proceeds from Factoring	-	-
Proceeds from (payments on) Long-Term Debt	-	-
Total Cash Flows from Financing Activities	-	-
Change in Cash & Cash Equivalents	(8,173,547)	3,022,689
Cash & Cash Equivalents, Beginning of Period	16,531,263	5,335,027
Cash and Cash Equivalents, End of Period	\$ 8,357,716	\$ 8,357,716

Pacific Coast Academy

Check Register

For the period ended September 30, 2021

Check Number	Vendor Name	Check Date	Check Amount
17738	3P Learning Inc.	9/3/2021	\$ 4,500.00
17739	Allison Browning	9/3/2021	1,290.00
17740	Beautiful Feet Books, Inc.	9/3/2021	1,223.59
17741	Bitsbox	9/3/2021	455.40
17742	Blue Shield of California	9/3/2021	322,540.07
17743	BookShark	9/3/2021	253.70
17744	CDW Government	9/3/2021	23,768.11
17745	Checkmat Fallbrook Brazilian Jiu Jitsu	9/3/2021	360.00
17746	Code Ninjas Poway	9/3/2021	89.00
17747	Corona Dance Academy	9/3/2021	350.00
17748	Department of Justice	9/3/2021	305.00
17749	Dino Lingo Inc.	9/3/2021	95.20
17750	Don Johnston Incorporated	9/3/2021	1,620.00
17751	Drew's Art Box LLC	9/3/2021	35.00
17752	Educational Development Corporation	9/3/2021	206.99
17753	EMH Sports USA, Inc.	9/3/2021	255.00
17754	Evan-Moor	9/3/2021	477.18
17755	ExploreLearning	9/3/2021	3,295.00
17756	Fidelity Security Life Insurance Co.	9/3/2021	1,745.08
17757	Floaties Swim School	9/3/2021	558.00
17758	Gracie Barra San Diego	9/3/2021	200.00
17759	Gravitas Publications, Inc.	9/3/2021	54.00
17760	HM Systems Inc.	9/3/2021	213.33
17761	Honest History Co.	9/3/2021	45.88
17762	Infinity Brazilian Jiu Jitsu	9/3/2021	400.00
17763	Inspire School of Ballet	9/3/2021	133.50
17764	JacKris Publishing, LLC	9/3/2021	188.54
17765	Kathryn Lillich	9/3/2021	420.00
17766	KENEKS Therapy	9/3/2021	6,908.00
17767	Lakeshore	9/3/2021	402.58
17768	Le Cirque, Inc.	9/3/2021	220.00
17769	Learning Without Tears	9/3/2021	146.35
17770	Little Passports	9/3/2021	1,605.59
17771	Mathnasium of Temecula	9/3/2021	230.00
17772	McGraw Hill LLC	9/3/2021	179.70
17773	MEL Science U.S., LLC	9/3/2021	338.44
17774	Mercurius	9/3/2021	769.88
17775	Michael Dvoskin	9/3/2021	350.00
17776	Moving Beyond the Page	9/3/2021	2,117.15
17777	MoxieBox Art, Inc.	9/3/2021	461.68
17778	Murrieta Dance Project	9/3/2021	308.00

Pacific Coast Academy**Check Register****For the period ended September 30, 2021**

Check Number	Vendor Name	Check Date	Check Amount
17779	Mutual of Omaha	9/3/2021	5,988.40
17780	Mystery Science Inc.	9/3/2021	138.00
17781	NCS Pearson, Inc.	9/3/2021	3,510.72
17782	Nessy Learning LLC	9/3/2021	140.00
17783	Nicole the Math Lady, LLC.	9/3/2021	434.00
17784	Noonan Family Swim School, Inc	9/3/2021	217.50
17785	Oak Meadow Inc	9/3/2021	2,690.34
17786	Oceanside Gymnastics	9/3/2021	523.00
17787	Oxford Consulting Services	9/3/2021	207.00
17788	Prodigy Education Inc	9/3/2021	1,800.00
17789	Ramona Brazilian Jiu-Jitsu/ MMA	9/3/2021	449.04
17790	Ramsey Solutions	9/3/2021	148.14
17791	Riverside Insights	9/3/2021	2,918.27
17792	Robolink, Inc.	9/3/2021	399.00
17793	San Diego Center for Vision Care - Optometry, P.C.	9/3/2021	480.00
17794	SHI International Corp	9/3/2021	22,033.18
17795	Signing Online	9/3/2021	75.00
17796	Simply Coding	9/3/2021	149.00
17798	Singapore Math Inc.	9/3/2021	2,745.13
17799	Starfall Education Foundation	9/3/2021	35.00
17801	Studies Weekly	9/3/2021	1,066.26
17802	Susan Creswell	9/3/2021	140.00
17803	Teaching Textbooks	9/3/2021	789.33
17804	The Advantage Group	9/3/2021	998.00
17805	Thinkwell Corporation	9/3/2021	313.42
17806	United Studios of Self Defense	9/3/2021	215.00
17807	Xtreme Fit Temecula	9/3/2021	100.00
17808	Young Music, LLC	9/3/2021	79.00
17809	ACES	9/7/2021	1,575.00
17810	Dino Lingo Inc.	9/10/2021	95.20
17811	Beautiful Feet Books, Inc.	9/10/2021	561.71
17812	Bethany Plumb	9/10/2021	300.00
17813	Brave Writer, LLC	9/10/2021	232.55
17814	California Music Studios	9/10/2021	118.75
17815	California School of Music, LLC	9/10/2021	850.00
17816	CDW Government	9/10/2021	7,495.06
17817	CHLIC-CHICAGO	9/10/2021	23,249.16
17818	Corona Dance Academy	9/10/2021	350.00
17819	Crafty School Crates	9/10/2021	284.25
17820	Educational Development Corporation	9/10/2021	193.46
17821	Ereflect Pty Ltd	9/10/2021	67.00
17822	Evan-Moor	9/10/2021	816.84

Pacific Coast Academy**Check Register****For the period ended September 30, 2021**

Check Number	Vendor Name	Check Date	Check Amount
17823	Fidelity Security Life Insurance Co.	9/10/2021	1,695.00
17824	Honest History Co.	9/10/2021	75.41
17825	Houghton Mifflin Harcourt Publishing Co.	9/10/2021	7,017.00
17826	Inspire School of Ballet	9/10/2021	45.00
17827	JackKris Publishing, LLC	9/10/2021	97.71
17828	KENEKS Therapy	9/10/2021	10,437.00
17829	Kickforce Martial Arts	9/10/2021	62.50
17830	LaChrisha Randle	9/10/2021	150.00
17831	Lakeshore	9/10/2021	1,798.71
17832	Learning A-Z	9/10/2021	118.00
17833	Learning Without Tears	9/10/2021	35.25
17834	LEGO Education	9/10/2021	124.43
17835	Lindsay Jones	9/10/2021	31.38
17836	Live Education, Inc	9/10/2021	1,001.25
17837	Mad Dog Math	9/10/2021	83.09
17838	McGraw Hill LLC	9/10/2021	1,054.80
17839	MEL Science U.S., LLC	9/10/2021	789.70
17840	Mercurius	9/10/2021	180.41
17841	Michelle Gummerus	9/10/2021	97.44
17842	Moving Beyond the Page	9/10/2021	2,082.39
17843	Ms Mariah's Music	9/10/2021	96.00
17844	Murrieta Dance Project	9/10/2021	350.00
17845	Mystery Science Inc.	9/10/2021	207.00
17846	Mystic Equine	9/10/2021	700.00
17847	Nicole the Math Lady, LLC.	9/10/2021	99.00
17848	Noonan Family Swim School, Inc	9/10/2021	23.75
17849	Oak Meadow Inc	9/10/2021	1,108.64
17850	Oceanside Gymnastics	9/10/2021	285.00
17851	Othentik Gym	9/10/2021	150.00
17852	Power of Leverage Brazilian Jiu Jitsu	9/10/2021	420.00
17853	Ramsey Solutions	9/10/2021	183.69
17854	Rock Creek Enrichment Center	9/10/2021	4,942.63
17855	Seven Spears Martial Arts Academy	9/10/2021	175.00
17856	Shari Eriendson	9/10/2021	84.18
17857	Simply Coding	9/10/2021	298.00
17859	Singapore Math Inc.	9/10/2021	2,845.60
17860	Small Talk OC	9/10/2021	150.00
17861	SoCal Athletics Inc. - SoCal Volleyball Club	9/10/2021	350.00
17862	Studies Weekly	9/10/2021	790.93
17863	Supercharged Science	9/10/2021	333.00
17864	Synergy 1 Group Inc	9/10/2021	49.98
17865	TalkBox.Mom	9/10/2021	357.79

Pacific Coast Academy**Check Register****For the period ended September 30, 2021**

Check Number	Vendor Name	Check Date	Check Amount
17866	TCI	9/10/2021	198.56
17867	Teaching Textbooks	9/10/2021	829.65
17868	Thinkwell Corporation	9/10/2021	125.00
17869	Verizon Wireless	9/10/2021	1,732.35
17870	Wagner's School of Music, LLC	9/10/2021	741.80
17871	Wagner's School of Music, LLC	9/10/2021	176.00
17872	Wieser Educational	9/10/2021	78.80
17873	WriteShop	9/10/2021	373.90
17874	Xtreme Fit Temecula	9/10/2021	458.00
17875	Voya Financial FBO CalSTRS Pension2	9/13/2021	27,489.50
17876	Airshine Music School	9/16/2021	3,335.30
17877	Alliance Jiu Jitsu San Diego	9/16/2021	360.00
17878	Amanda Stubbs	9/16/2021	129.08
17879	Amy Hite	9/16/2021	30.00
17880	Archi Kapoor	9/16/2021	419.00
17881	Barbara Mulvany	9/16/2021	575.00
17882	Beautiful Feet Books, Inc.	9/16/2021	1,234.87
17883	Beehively	9/16/2021	6,360.00
17884	Benjamin Fung	9/16/2021	94.75
17885	Bird Watching Academy	9/16/2021	71.40
17886	Bitsbox	9/16/2021	128.85
17887	Checkmat Fallbrook Brazilian Jiu Jitsu	9/16/2021	485.00
17888	Cindy Warner	9/16/2021	50.00
17889	Educational Development Corporation	9/16/2021	186.20
17890	Elemental Science	9/16/2021	76.18
17891	Faction Martial Arts LLC	9/16/2021	1,961.00
17892	Family Karate	9/16/2021	150.00
17893	Floaties Swim School	9/16/2021	793.50
17894	Floaties Swim School	9/16/2021	362.00
17895	Gracie Barra San Diego	9/16/2021	1,188.00
17896	Gracie Jiu Jitsu San Marcos LLC	9/16/2021	157.00
17897	Gymminy Kids	9/16/2021	645.57
17898	Hanvey Family Corporation	9/16/2021	274.00
17899	Heather Wong	9/16/2021	60.48
17900	Hollywood Music	9/16/2021	205.00
17901	Hollywood Music	9/16/2021	210.00
17902	Honest History Co.	9/16/2021	173.11
17903	Inspire School of Ballet	9/16/2021	252.00
17904	JacKris Publishing, LLC	9/16/2021	41.37
17905	Jennifer Franzen	9/16/2021	24.58
17906	Jessica Ackermann	9/16/2021	94.75
17907	Johnny Tran	9/16/2021	94.75

Pacific Coast Academy**Check Register****For the period ended September 30, 2021**

Check Number	Vendor Name	Check Date	Check Amount
17908	Kari Behrendt	9/16/2021	664.00
17909	Kelly Durso	9/16/2021	94.75
17910	Kickforce Martial Arts	9/16/2021	165.00
17911	Kimberly Flatt	9/16/2021	150.53
17912	Lakeshore	9/16/2021	774.68
17913	Le Cirque, Inc.	9/16/2021	290.00
17914	Learning Without Tears	9/16/2021	284.22
17915	LEGO Education	9/16/2021	368.85
17916	Little Passports	9/16/2021	1,600.29
17917	Live Education, Inc	9/16/2021	613.24
17918	Lynne-Marie Friedrichs	9/16/2021	240.00
17919	Mathnasium	9/16/2021	1,200.00
17920	McGraw Hill LLC	9/16/2021	1,519.23
17921	Megan Casey	9/16/2021	66.86
17922	MEL Science U.S., LLC	9/16/2021	1,579.40
17923	Michael Dvoskin	9/16/2021	600.00
17924	Michael Kiyoshi Lim	9/16/2021	805.00
17925	Valery King	9/16/2021	VOID
17926	Ms Mariah's Music	9/16/2021	192.00
17927	Multi-Health Systems Inc.	9/16/2021	2,775.00
17928	Murrieta Dance Project	9/16/2021	658.00
17929	MusiKey	9/16/2021	507.00
17930	Mystery Science Inc.	9/16/2021	69.00
17931	Natasha Jaksch	9/16/2021	126.84
17932	Nicole the Math Lady, LLC.	9/16/2021	138.00
17933	Noonan Family Swim School, Inc	9/16/2021	1,336.00
17934	Noonan Family Swim School, Inc.	9/16/2021	319.50
17935	Oak Meadow Inc	9/16/2021	756.15
17936	Ocean First Education	9/16/2021	99.95
17937	Oceanside Gymnastics	9/16/2021	1,304.00
17938	Ontrack Wellness	9/16/2021	129.00
17939	Othentik Gym	9/16/2021	300.00
17940	Paper Moon Music	9/16/2021	655.00
17941	PianoMarvel, LLC.	9/16/2021	110.99
17942	Rachel Bertoch	9/16/2021	510.00
17943	Ramsey Solutions	9/16/2021	148.14
17944	Rebecca Zimmer Huber	9/16/2021	260.00
17945	Redline Athletics 4S Ranch	9/16/2021	238.25
17946	Riverside County Office of Education	9/16/2021	50.00
17947	Robin Dapper	9/16/2021	1,610.00
17948	Rock Creek Enrichment Center	9/16/2021	1,700.00
17949	Rubke-Foxworth Music Studio	9/16/2021	120.00

Pacific Coast Academy

Check Register

For the period ended September 30, 2021

Check Number	Vendor Name	Check Date	Check Amount
17950	San Diego Danceworks	9/16/2021	735.00
17951	San Diego Horse Rentals LLC	9/16/2021	590.00
17952	San Diego Liberal Arts Academy	9/16/2021	6,850.00
17953	School of Rock Otay Ranch	9/16/2021	238.00
17954	Scripps National Spelling Bee	9/16/2021	182.50
17955	Seven Spears Martial Arts Academy	9/16/2021	314.00
17956	Singapore Math Inc.	9/16/2021	665.85
17957	So Cal TTC	9/16/2021	597.00
17958	SoCal Athletics Inc. - SoCal Volleyball Club	9/16/2021	682.10
17959	Valerie Hernandez	9/16/2021	320.00
17960	Sonya Rosenberg	9/16/2021	1,000.00
17961	Starfall Education Foundation	9/16/2021	35.00
17962	Staump Productions	9/16/2021	1,084.00
17963	Studies Weekly	9/16/2021	580.86
17964	TalkBox.Mom	9/16/2021	86.20
17965	Teaching Textbooks	9/16/2021	177.61
17966	Thinkwell Corporation	9/16/2021	250.00
17967	Tilghman's Academy of Music	9/16/2021	385.00
17968	Toby Wells YMCA	9/16/2021	546.00
17969	Total Raptor eXperience	9/16/2021	77.00
17970	Wieser Educational	9/16/2021	130.53
17971	WriteShop	9/16/2021	241.10
17972	Xtreme Fit Temecula	9/16/2021	493.10
17973	Paul Nelson	9/21/2021	714.00
17974	1802 Jiu-Jitsu	9/27/2021	450.00
17975	Academics in a Box Incorporated	9/27/2021	167.70
17976	Adel Olahne-Szabo	9/27/2021	240.00
17977	Agility Kids, LLC	9/27/2021	48.50
17978	Airshine Music School	9/27/2021	1,050.00
17979	Aja Lee	9/27/2021	220.00
17980	Allison Browning	9/27/2021	3,370.00
17981	Amanda Gifford	9/27/2021	247.50
17982	Amy Martinez	9/27/2021	1,000.00
17983	Anais Pauley	9/27/2021	119.50
17984	Archi Kapoor	9/27/2021	249.00
17985	Artskiddoo	9/27/2021	1,350.00
17986	Barbara Mulvany	9/27/2021	150.00
17987	Beautiful Feet Books, Inc.	9/27/2021	826.56
17988	Brave Writer, LLC	9/27/2021	293.80
17989	Cadence Dance Project Inc	9/27/2021	520.00
17990	California Music Studios	9/27/2021	774.00
17991	CDW Government	9/27/2021	819.59

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For the period ended September 30, 2021

Check Number	Vendor Name	Check Date	Check Amount
17992	Checkmat Fallbrook Brazilian Jiu Jitsu	9/27/2021	360.00
17993	Cherie Peacock	9/27/2021	542.50
17994	Cognitive Square, Inc	9/27/2021	57.12
17995	Complete Commercial Maintenance Inc	9/27/2021	500.00
17996	Crafty School Crates	9/27/2021	534.63
17997	Dance & Company	9/27/2021	479.00
17998	Dehesa School District	9/27/2021	1,755.00
17999	Educational Development Corporation	9/27/2021	230.77
18000	Elemental Science	9/27/2021	35.18
18002	Elise Underitter	9/27/2021	5,426.50
18003	Ereflect Pty Ltd	9/27/2021	134.00
18004	Faction Martial Arts LLC	9/27/2021	2,587.00
18005	Family Karate	9/27/2021	300.00
18006	FastSpring	9/27/2021	2,634.50
18007	Gravitas Publications, Inc.	9/27/2021	172.43
18008	Hands 4 Building, LLC	9/27/2021	147.99
18009	Harbottle Law Group	9/27/2021	3,245.00
18010	Hollywood Music	9/27/2021	120.00
18011	Hollywood Music	9/27/2021	60.00
18012	Image IV Systems	9/27/2021	7,559.50
18013	Infinity Brazilian Jiu Jitsu	9/27/2021	945.00
18014	Inspire School of Ballet	9/27/2021	332.00
18015	JacKris Publishing, LLC	9/27/2021	60.92
18016	John Gibbs	9/27/2021	315.00
18017	Kathryn Lillich	9/27/2021	560.00
18018	KENEKS Therapy	9/27/2021	13,695.50
18019	Kimberly Flatt	9/27/2021	150.53
18020	Lakeshore	9/27/2021	1,313.72
18021	Learning Without Tears	9/27/2021	168.78
18022	Lori Sandground	9/27/2021	600.00
18023	Mad Dog Math	9/27/2021	74.86
18024	McGraw Hill LLC	9/27/2021	3,434.68
18025	MEL Science U.S., LLC	9/27/2021	1,878.80
18026	Melinda Call	9/27/2021	180.00
18027	Mike Slayen	9/27/2021	246.00
18028	Music Speaks Studio	9/27/2021	240.00
18029	MusiKey	9/27/2021	642.00
18030	Mystery Science Inc.	9/27/2021	276.00
18031	Nathan & Elizabeth Hileman	9/27/2021	305.00
18032	Nicole the Math Lady, LLC.	9/27/2021	149.00
18033	Noonan Family Swim School, Inc	9/27/2021	300.00
18034	Noonan Family Swim School, Inc.	9/27/2021	275.60

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For the period ended September 30, 2021

Check Number	Vendor Name	Check Date	Check Amount
18035	Oak Meadow Inc	9/27/2021	1,088.82
18036	Oceanside Gymnastics	9/27/2021	329.00
18037	Ontrack Wellness	9/27/2021	129.00
18038	Othentik Gym	9/27/2021	300.00
18039	Othentik Gym	9/27/2021	150.00
18040	Paint Box Art Studio	9/27/2021	8,246.50
18041	Patricia Hebert	9/27/2021	750.00
18042	Paul Ciolek	9/27/2021	120.00
18043	Pyle Sims Duncan & Stevenson	9/27/2021	4,095.00
18044	Rachel Bertoch	9/27/2021	510.00
18045	Ramona Brazilian Jiu-Jitsu/ MMA	9/27/2021	3,213.00
18046	Ramsey Solutions	9/27/2021	62.30
18047	Robin Dapper	9/27/2021	2,645.00
18048	Ruth Opilas	9/27/2021	600.00
18049	San Diego Liberal Arts Academy	9/27/2021	4,300.00
18050	SCEGA Gymnastics	9/27/2021	1,045.40
18051	Sebesta's Rocking K Ranch	9/27/2021	2,190.00
18052	SHI International Corp	9/27/2021	100,000.00
18054	Singapore Math Inc.	9/27/2021	3,562.83
18055	SoCal Athletics Inc. - SoCal Volleyball Club	9/27/2021	860.00
18056	Soccer Saints & Ryan Beard	9/27/2021	159.00
18057	Staump Productions	9/27/2021	160.00
18058	Studies Weekly	9/27/2021	581.31
18059	Super Duper Publications	9/27/2021	569.85
18060	Susan Creswell	9/27/2021	875.00
18061	Synergy 1 Group Inc	9/27/2021	49.98
18062	TalkBox.Mom	9/27/2021	725.16
18063	TCI	9/27/2021	198.56
18064	Teaching Textbooks	9/27/2021	437.75
18065	Temecula Music Teacher, LLC	9/27/2021	115.00
18066	The Advantage Group	9/27/2021	998.00
18067	The Salvation Army KROC Center	9/27/2021	953.75
18068	The San Diego Music and Art Cooperative	9/27/2021	1,740.00
18069	Think Social Publishing, Inc.	9/27/2021	73.39
18070	Thinkwell Corporation	9/27/2021	226.13
18071	Transamerica	9/27/2021	3,891.42
18072	Tutorloo, Inc. dba Mathnasium of Seal Beach	9/27/2021	200.00
18073	U.S. Music Lessons	9/27/2021	288.00
18074	Verizon	9/27/2021	891.99
18075	Verizon	9/27/2021	1,115.60
18076	Verizon Wireless	9/27/2021	694.91
18077	VIP School of Music	9/27/2021	840.00

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Check Number	Vendor Name	Check Date	Check Amount
18078	White Dragon of East County	9/27/2021	274.50
18079	WriteShop	9/27/2021	396.10
18080	Yiyi Ku	9/27/2021	250.00
18081	Young Music, LLC	9/27/2021	165.99
18084	Amazon Capital Services	9/28/2021	31,802.28
18085	Valery King	9/30/2021	250.00
PCA210903-01	Activities for Learning, Inc.	9/3/2021	26.75
PCA210903-02	Activities for Learning, Inc.	9/3/2021	26.75
PCA210903-03	Activities for Learning, Inc.	9/3/2021	50.60
PCA210903-04	Activities for Learning, Inc.	9/3/2021	28.25
PCA210903-05	All About Learning Press, Inc.	9/3/2021	181.75
PCA210903-06	All About Learning Press, Inc.	9/3/2021	176.80
PCA210903-07	All About Learning Press, Inc.	9/3/2021	159.90
PCA210903-08	All About Learning Press, Inc.	9/3/2021	159.90
PCA210903-09	All About Learning Press, Inc.	9/3/2021	24.90
PCA210903-10	All About Learning Press, Inc.	9/3/2021	30.85
PCA210903-100	Rainbow Resource Center	9/3/2021	210.74
PCA210903-101	Rainbow Resource Center	9/3/2021	92.06
PCA210903-102	Rainbow Resource Center	9/3/2021	109.25
PCA210903-103	Rainbow Resource Center	9/3/2021	54.91
PCA210903-104	Rainbow Resource Center	9/3/2021	109.25
PCA210903-105	Rainbow Resource Center	9/3/2021	48.92
PCA210903-106	Rainbow Resource Center	9/3/2021	180.87
PCA210903-107	Rainbow Resource Center	9/3/2021	108.02
PCA210903-108	Rainbow Resource Center	9/3/2021	19.95
PCA210903-109	Rainbow Resource Center	9/3/2021	84.88
PCA210903-11	All About Learning Press, Inc.	9/3/2021	104.90
PCA210903-110	Rainbow Resource Center	9/3/2021	129.24
PCA210903-111	Rainbow Resource Center	9/3/2021	112.79
PCA210903-112	Rainbow Resource Center	9/3/2021	37.56
PCA210903-113	Rainbow Resource Center	9/3/2021	59.21
PCA210903-114	Rainbow Resource Center	9/3/2021	239.95
PCA210903-115	Rainbow Resource Center	9/3/2021	383.76
PCA210903-116	Rainbow Resource Center	9/3/2021	56.36
PCA210903-117	Rainbow Resource Center	9/3/2021	73.64
PCA210903-118	Rainbow Resource Center	9/3/2021	33.31
PCA210903-119	Rainbow Resource Center	9/3/2021	124.23
PCA210903-12	All About Learning Press, Inc.	9/3/2021	67.75
PCA210903-120	Rainbow Resource Center	9/3/2021	34.51
PCA210903-121	Rainbow Resource Center	9/3/2021	107.96
PCA210903-122	Rainbow Resource Center	9/3/2021	157.02
PCA210903-123	Rainbow Resource Center	9/3/2021	167.92

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Check Number	Vendor Name	Check Date	Check Amount
PCA210903-124	Rainbow Resource Center	9/3/2021	116.55
PCA210903-125	Rainbow Resource Center	9/3/2021	107.85
PCA210903-126	Rainbow Resource Center	9/3/2021	83.22
PCA210903-127	Rainbow Resource Center	9/3/2021	115.78
PCA210903-128	Rainbow Resource Center	9/3/2021	121.46
PCA210903-129	Rainbow Resource Center	9/3/2021	329.30
PCA210903-13	All About Learning Press, Inc.	9/3/2021	101.75
PCA210903-130	Rainbow Resource Center	9/3/2021	61.32
PCA210903-131	Rainbow Resource Center	9/3/2021	101.52
PCA210903-132	Rainbow Resource Center	9/3/2021	130.53
PCA210903-133	Rainbow Resource Center	9/3/2021	79.42
PCA210903-134	Rainbow Resource Center	9/3/2021	58.09
PCA210903-135	Rainbow Resource Center	9/3/2021	58.95
PCA210903-136	Rainbow Resource Center	9/3/2021	322.08
PCA210903-137	Rainbow Resource Center	9/3/2021	71.81
PCA210903-138	Rainbow Resource Center	9/3/2021	49.90
PCA210903-139	Rainbow Resource Center	9/3/2021	102.26
PCA210903-14	All About Learning Press, Inc.	9/3/2021	28.95
PCA210903-140	Rainbow Resource Center	9/3/2021	28.07
PCA210903-141	Rainbow Resource Center	9/3/2021	56.53
PCA210903-142	Rainbow Resource Center	9/3/2021	234.95
PCA210903-143	Rainbow Resource Center	9/3/2021	629.60
PCA210903-144	Rainbow Resource Center	9/3/2021	796.11
PCA210903-145	Rainbow Resource Center	9/3/2021	61.31
PCA210903-146	Rainbow Resource Center	9/3/2021	69.23
PCA210903-147	Rainbow Resource Center	9/3/2021	322.82
PCA210903-148	Rainbow Resource Center	9/3/2021	43.66
PCA210903-149	Rainbow Resource Center	9/3/2021	38.75
PCA210903-15	All About Learning Press, Inc.	9/3/2021	13.85
PCA210903-150	Rainbow Resource Center	9/3/2021	38.75
PCA210903-151	Rainbow Resource Center	9/3/2021	56.53
PCA210903-152	Rainbow Resource Center	9/3/2021	25.65
PCA210903-153	Rainbow Resource Center	9/3/2021	234.95
PCA210903-154	Rainbow Resource Center	9/3/2021	168.45
PCA210903-155	Rainbow Resource Center	9/3/2021	150.67
PCA210903-156	Rainbow Resource Center	9/3/2021	28.67
PCA210903-157	Rainbow Resource Center	9/3/2021	105.50
PCA210903-158	Rainbow Resource Center	9/3/2021	25.93
PCA210903-159	Rainbow Resource Center	9/3/2021	122.34
PCA210903-16	All About Learning Press, Inc.	9/3/2021	91.75
PCA210903-160	Rainbow Resource Center	9/3/2021	301.07
PCA210903-161	Rainbow Resource Center	9/3/2021	122.61

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Check Number	Vendor Name	Check Date	Check Amount
PCA210903-162	Rainbow Resource Center	9/3/2021	175.45
PCA210903-163	Rainbow Resource Center	9/3/2021	81.97
PCA210903-164	Rainbow Resource Center	9/3/2021	279.16
PCA210903-165	Rainbow Resource Center	9/3/2021	14.77
PCA210903-166	Rainbow Resource Center	9/3/2021	19.89
PCA210903-167	Rainbow Resource Center	9/3/2021	80.10
PCA210903-168	Rainbow Resource Center	9/3/2021	71.78
PCA210903-169	Rainbow Resource Center	9/3/2021	20.81
PCA210903-17	All About Learning Press, Inc.	9/3/2021	181.75
PCA210903-170	Rainbow Resource Center	9/3/2021	136.54
PCA210903-171	Rainbow Resource Center	9/3/2021	265.46
PCA210903-172	Rainbow Resource Center	9/3/2021	32.44
PCA210903-173	Rainbow Resource Center	9/3/2021	39.81
PCA210903-174	Rainbow Resource Center	9/3/2021	81.63
PCA210903-175	Rainbow Resource Center	9/3/2021	96.91
PCA210903-176	Rainbow Resource Center	9/3/2021	472.86
PCA210903-177	Rainbow Resource Center	9/3/2021	461.43
PCA210903-178	Rainbow Resource Center	9/3/2021	308.24
PCA210903-179	Rainbow Resource Center	9/3/2021	78.50
PCA210903-18	Apple Inc.	9/3/2021	49.00
PCA210903-180	Rainbow Resource Center	9/3/2021	49.20
PCA210903-181	Rainbow Resource Center	9/3/2021	28.07
PCA210903-182	Rainbow Resource Center	9/3/2021	270.33
PCA210903-183	Rainbow Resource Center	9/3/2021	188.87
PCA210903-184	Rainbow Resource Center	9/3/2021	128.58
PCA210903-185	Rainbow Resource Center	9/3/2021	24.19
PCA210903-186	Rainbow Resource Center	9/3/2021	46.72
PCA210903-187	Rainbow Resource Center	9/3/2021	48.34
PCA210903-188	Rainbow Resource Center	9/3/2021	19.86
PCA210903-189	Rainbow Resource Center	9/3/2021	141.30
PCA210903-19	Art of Problem Solving	9/3/2021	96.00
PCA210903-190	Rainbow Resource Center	9/3/2021	20.48
PCA210903-191	Rainbow Resource Center	9/3/2021	14.77
PCA210903-192	Rainbow Resource Center	9/3/2021	19.89
PCA210903-193	Rainbow Resource Center	9/3/2021	17.14
PCA210903-194	Rainbow Resource Center	9/3/2021	117.72
PCA210903-195	Rainbow Resource Center	9/3/2021	85.62
PCA210903-196	Rainbow Resource Center	9/3/2021	111.70
PCA210903-197	Rainbow Resource Center	9/3/2021	41.01
PCA210903-198	Rainbow Resource Center	9/3/2021	19.89
PCA210903-199	Rainbow Resource Center	9/3/2021	19.89
PCA210903-20	Art of Problem Solving	9/3/2021	128.36

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Check Number	Vendor Name	Check Date	Check Amount
PCA210903-200	Rainbow Resource Center	9/3/2021	19.89
PCA210903-201	Rainbow Resource Center	9/3/2021	59.17
PCA210903-202	Rainbow Resource Center	9/3/2021	78.50
PCA210903-203	Rainbow Resource Center	9/3/2021	51.62
PCA210903-204	Rainbow Resource Center	9/3/2021	21.72
PCA210903-205	Rainbow Resource Center	9/3/2021	34.76
PCA210903-206	Rainbow Resource Center	9/3/2021	39.92
PCA210903-207	Rainbow Resource Center	9/3/2021	53.29
PCA210903-208	Rainbow Resource Center	9/3/2021	53.29
PCA210903-209	Rainbow Resource Center	9/3/2021	96.51
PCA210903-21	Art of Problem Solving	9/3/2021	156.24
PCA210903-210	Rainbow Resource Center	9/3/2021	37.81
PCA210903-211	Rainbow Resource Center	9/3/2021	62.54
PCA210903-212	Rainbow Resource Center	9/3/2021	13.43
PCA210903-213	Rainbow Resource Center	9/3/2021	17.14
PCA210903-214	Rainbow Resource Center	9/3/2021	19.89
PCA210903-215	Rainbow Resource Center	9/3/2021	19.89
PCA210903-216	Rainbow Resource Center	9/3/2021	55.45
PCA210903-217	Rainbow Resource Center	9/3/2021	43.40
PCA210903-218	Rainbow Resource Center	9/3/2021	346.09
PCA210903-219	Rainbow Resource Center	9/3/2021	66.64
PCA210903-22	Art of Problem Solving	9/3/2021	96.00
PCA210903-220	Savvas Learning Company LLC	9/3/2021	39.50
PCA210903-221	Savvas Learning Company LLC	9/3/2021	115.76
PCA210903-222	School Specialty LLC	9/3/2021	69.69
PCA210903-223	Singapore Math Live, LLC	9/3/2021	70.00
PCA210903-224	Teacher Synergy, LLC	9/3/2021	5.00
PCA210903-225	Teacher Synergy, LLC	9/3/2021	98.00
PCA210903-226	Teacher Synergy, LLC	9/3/2021	10.00
PCA210903-227	Teacher Synergy, LLC	9/3/2021	108.00
PCA210903-228	Teacher Synergy, LLC	9/3/2021	169.95
PCA210903-229	Teacher Synergy, LLC	9/3/2021	123.48
PCA210903-23	Art of Problem Solving	9/3/2021	96.00
PCA210903-230	Teacher Synergy, LLC	9/3/2021	5.00
PCA210903-231	Teacher Synergy, LLC	9/3/2021	59.98
PCA210903-232	Teacher Synergy, LLC	9/3/2021	20.00
PCA210903-233	Teacher Synergy, LLC	9/3/2021	35.00
PCA210903-234	Teacher Synergy, LLC	9/3/2021	14.00
PCA210903-235	Teacher Synergy, LLC	9/3/2021	47.00
PCA210903-236	Teacher Synergy, LLC	9/3/2021	25.50
PCA210903-237	Teacher Synergy, LLC	9/3/2021	17.50
PCA210903-238	Teacher Synergy, LLC	9/3/2021	31.50

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Check Number	Vendor Name	Check Date	Check Amount
PCA210903-239	Teacher Synergy, LLC	9/3/2021	24.80
PCA210903-24	Art of Problem Solving	9/3/2021	116.40
PCA210903-240	Teacher Synergy, LLC	9/3/2021	57.47
PCA210903-241	Teacher Synergy, LLC	9/3/2021	7.50
PCA210903-242	Teacher Synergy, LLC	9/3/2021	5.00
PCA210903-243	Teacher Synergy, LLC	9/3/2021	71.95
PCA210903-244	Teacher Synergy, LLC	9/3/2021	79.95
PCA210903-245	Teacher Synergy, LLC	9/3/2021	107.80
PCA210903-246	Teacher Synergy, LLC	9/3/2021	60.00
PCA210903-247	Teacher Synergy, LLC	9/3/2021	30.00
PCA210903-248	Teacher Synergy, LLC	9/3/2021	32.00
PCA210903-249	Teacher Synergy, LLC	9/3/2021	15.00
PCA210903-25	Art of Problem Solving	9/3/2021	156.24
PCA210903-250	Teacher Synergy, LLC	9/3/2021	9.00
PCA210903-251	Teacher Synergy, LLC	9/3/2021	3.99
PCA210903-252	Teacher Synergy, LLC	9/3/2021	22.40
PCA210903-253	Teacher Synergy, LLC	9/3/2021	5.00
PCA210903-254	The Critical Thinking Co.	9/3/2021	74.48
PCA210903-255	The Critical Thinking Co.	9/3/2021	52.49
PCA210903-256	The Critical Thinking Co.	9/3/2021	40.49
PCA210903-257	The Critical Thinking Co.	9/3/2021	47.49
PCA210903-258	The Critical Thinking Co.	9/3/2021	118.69
PCA210903-259	The Critical Thinking Co.	9/3/2021	69.47
PCA210903-26	Art of Problem Solving	9/3/2021	173.95
PCA210903-260	Timberdoodle.com	9/3/2021	217.18
PCA210903-261	Timberdoodle.com	9/3/2021	168.72
PCA210903-262	Timberdoodle.com	9/3/2021	82.19
PCA210903-263	Timberdoodle.com	9/3/2021	504.25
PCA210903-264	Timberdoodle.com	9/3/2021	99.60
PCA210903-265	TouchMath Acquisition LLC	9/3/2021	283.98
PCA210903-266	Wexplore LLC	9/3/2021	1,800.00
PCA210903-267	Wexplore LLC	9/3/2021	1,750.00
PCA210903-268	Wexplore LLC	9/3/2021	2,665.00
PCA210903-269	Wexplore LLC	9/3/2021	3,385.00
PCA210903-27	Art of Problem Solving	9/3/2021	173.95
PCA210903-270	Wexplore LLC	9/3/2021	2,615.00
PCA210903-271	Wexplore LLC	9/3/2021	7,680.00
PCA210903-272	Wexplore LLC	9/3/2021	1,100.00
PCA210903-273	Wexplore LLC	9/3/2021	2,330.00
PCA210903-28	Charter Impact, Inc.	9/3/2021	2,900.00
PCA210903-29	CharterSafe	9/3/2021	13,167.99
PCA210903-30	Effectual Educational Consulting Services	9/3/2021	70.00

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Check Number	Vendor Name	Check Date	Check Amount
PCA210903-31	Institute for Excellence in Writing	9/3/2021	37.25
PCA210903-32	Institute for Excellence in Writing	9/3/2021	32.94
PCA210903-33	Institute for Excellence in Writing	9/3/2021	59.29
PCA210903-34	Institute for Excellence in Writing	9/3/2021	194.10
PCA210903-35	Institute for Excellence in Writing	9/3/2021	194.10
PCA210903-36	Institute for Excellence in Writing	9/3/2021	68.50
PCA210903-37	Institute for Excellence in Writing	9/3/2021	22.16
PCA210903-38	Institute for Excellence in Writing	9/3/2021	22.16
PCA210903-39	Institute for Excellence in Writing	9/3/2021	22.16
PCA210903-40	Institute for Excellence in Writing	9/3/2021	22.16
PCA210903-41	Institute for Excellence in Writing	9/3/2021	53.41
PCA210903-42	Institute for Excellence in Writing	9/3/2021	37.25
PCA210903-43	Institute for Excellence in Writing	9/3/2021	304.54
PCA210903-44	Institute for Excellence in Writing	9/3/2021	98.91
PCA210903-45	Institute for Excellence in Writing	9/3/2021	195.13
PCA210903-46	Institute for Excellence in Writing	9/3/2021	194.10
PCA210903-47	Institute for Excellence in Writing	9/3/2021	172.55
PCA210903-48	Institute for Excellence in Writing	9/3/2021	194.10
PCA210903-49	Institute for Excellence in Writing	9/3/2021	37.25
PCA210903-50	Institute for Excellence in Writing	9/3/2021	98.91
PCA210903-51	Institute for Excellence in Writing	9/3/2021	75.36
PCA210903-52	Institute for Excellence in Writing	9/3/2021	26.47
PCA210903-53	Institute for Excellence in Writing	9/3/2021	26.47
PCA210903-54	Institute for Excellence in Writing	9/3/2021	246.89
PCA210903-55	Institute for Excellence in Writing	9/3/2021	304.54
PCA210903-56	Joann Henrickle Horsemanship	9/3/2021	150.00
PCA210903-57	Joann Henrickle Horsemanship	9/3/2021	55.00
PCA210903-58	Joann Henrickle Horsemanship	9/3/2021	90.00
PCA210903-59	KiwiCo, Inc.	9/3/2021	25,990.56
PCA210903-60	Liliana Harris	9/3/2021	120.00
PCA210903-61	Little Global Citizens LLC	9/3/2021	79.90
PCA210903-62	Little Global Citizens LLC	9/3/2021	49.95
PCA210903-63	Little Global Citizens LLC	9/3/2021	49.95
PCA210903-64	Logic of English	9/3/2021	116.90
PCA210903-65	Logic of English	9/3/2021	246.76
PCA210903-66	Logic of English	9/3/2021	27.23
PCA210903-67	Logic of English	9/3/2021	21.87
PCA210903-68	Logic of English	9/3/2021	105.66
PCA210903-69	Logic of English	9/3/2021	185.83
PCA210903-70	Logic of English	9/3/2021	185.83
PCA210903-71	Logic of English	9/3/2021	65.69
PCA210903-72	Logic of English	9/3/2021	185.83

Pacific Coast Academy**Check Register****For the period ended September 30, 2021**

Check Number	Vendor Name	Check Date	Check Amount
PCA210903-73	Math-U-See, Inc.	9/3/2021	58.00
PCA210903-74	Math-U-See, Inc.	9/3/2021	199.00
PCA210903-75	Math-U-See, Inc.	9/3/2021	199.00
PCA210903-76	Math-U-See, Inc.	9/3/2021	58.00
PCA210903-77	Math-U-See, Inc.	9/3/2021	119.00
PCA210903-78	Math-U-See, Inc.	9/3/2021	247.00
PCA210903-79	Math-U-See, Inc.	9/3/2021	199.00
PCA210903-80	Office Depot, Inc	9/3/2021	53.12
PCA210903-81	Office Depot, Inc	9/3/2021	46.40
PCA210903-82	Office Depot, Inc	9/3/2021	1.87
PCA210903-83	Peace Hill Press, Inc dba Well Trained Mind Press	9/3/2021	29.00
PCA210903-84	Peace Hill Press, Inc dba Well Trained Mind Press	9/3/2021	19.85
PCA210903-85	Peace Hill Press, Inc dba Well Trained Mind Press	9/3/2021	44.85
PCA210903-86	Peace Hill Press, Inc dba Well Trained Mind Press	9/3/2021	44.85
PCA210903-87	Peace Hill Press, Inc dba Well Trained Mind Press	9/3/2021	65.65
PCA210903-88	Peace Hill Press, Inc dba Well Trained Mind Press	9/3/2021	42.85
PCA210903-89	Procopio, Cory, Hargreaves & Savitch LLP	9/3/2021	1,393.20
PCA210903-90	Rainbow Resource Center	9/3/2021	54.10
PCA210903-91	Rainbow Resource Center	9/3/2021	54.10
PCA210903-92	Rainbow Resource Center	9/3/2021	19.89
PCA210903-93	Rainbow Resource Center	9/3/2021	32.07
PCA210903-94	Rainbow Resource Center	9/3/2021	42.93
PCA210903-95	Rainbow Resource Center	9/3/2021	197.77
PCA210903-96	Rainbow Resource Center	9/3/2021	130.65
PCA210903-97	Rainbow Resource Center	9/3/2021	42.95
PCA210903-98	Rainbow Resource Center	9/3/2021	400.74
PCA210903-99	Rainbow Resource Center	9/3/2021	172.33
PCA210909-01	Amazon Capital Services	9/9/2021	26.17
PCA210909-02	Amazon Capital Services	9/9/2021	58,294.16
PCA210909-03	Amazon Capital Services	9/9/2021	48.08
PCA210909-04	Amazon Capital Services	9/9/2021	59.27
PCA210909-05	Amazon Capital Services	9/9/2021	344.78
PCA210909-06	Amazon Capital Services	9/9/2021	1,279.16
PCA210909-07	Amazon Capital Services	9/9/2021	12.04
PCA210909-08	Amazon Capital Services	9/9/2021	26.17
PCA210909-09	Amazon Capital Services	9/9/2021	53.86
PCA210909-10	Amazon Capital Services	9/9/2021	2.65
PCA210909-11	Amazon Capital Services	9/9/2021	92.61
PCA210909-12	Amazon Capital Services	9/9/2021	69.95
PCA210909-13	Amazon Capital Services	9/9/2021	11.79
PCA210909-14	Amazon Capital Services	9/9/2021	16.11
PCA210910-01	Activities for Learning, Inc.	9/10/2021	82.23

Pacific Coast Academy**Check Register****For the period ended September 30, 2021**

Check Number	Vendor Name	Check Date	Check Amount
PCA210910-02	All About Learning Press, Inc.	9/10/2021	104.90
PCA210910-03	All About Learning Press, Inc.	9/10/2021	159.90
PCA210910-04	All About Learning Press, Inc.	9/10/2021	293.55
PCA210910-05	All About Learning Press, Inc.	9/10/2021	144.90
PCA210910-06	All About Learning Press, Inc.	9/10/2021	21.85
PCA210910-07	All About Learning Press, Inc.	9/10/2021	350.80
PCA210910-08	All About Learning Press, Inc.	9/10/2021	208.75
PCA210910-09	All About Learning Press, Inc.	9/10/2021	159.90
PCA210910-10	All About Learning Press, Inc.	9/10/2021	104.90
PCA210910-100	Rainbow Resource Center	9/10/2021	210.13
PCA210910-101	Rainbow Resource Center	9/10/2021	23.45
PCA210910-102	Rainbow Resource Center	9/10/2021	129.59
PCA210910-103	Rainbow Resource Center	9/10/2021	79.35
PCA210910-104	Rainbow Resource Center	9/10/2021	130.31
PCA210910-105	Rainbow Resource Center	9/10/2021	53.82
PCA210910-106	Rainbow Resource Center	9/10/2021	71.20
PCA210910-107	Rainbow Resource Center	9/10/2021	25.39
PCA210910-108	Rainbow Resource Center	9/10/2021	407.11
PCA210910-109	Rainbow Resource Center	9/10/2021	48.18
PCA210910-11	All About Learning Press, Inc.	9/10/2021	52.90
PCA210910-110	Rainbow Resource Center	9/10/2021	82.67
PCA210910-111	Rainbow Resource Center	9/10/2021	59.60
PCA210910-112	Rainbow Resource Center	9/10/2021	23.66
PCA210910-113	Rainbow Resource Center	9/10/2021	52.76
PCA210910-114	Rainbow Resource Center	9/10/2021	775.32
PCA210910-115	Rainbow Resource Center	9/10/2021	80.65
PCA210910-116	Rainbow Resource Center	9/10/2021	110.72
PCA210910-117	Rainbow Resource Center	9/10/2021	110.86
PCA210910-118	Rainbow Resource Center	9/10/2021	112.16
PCA210910-119	Rainbow Resource Center	9/10/2021	880.98
PCA210910-12	All About Learning Press, Inc.	9/10/2021	31.75
PCA210910-120	Rainbow Resource Center	9/10/2021	20.90
PCA210910-121	Rainbow Resource Center	9/10/2021	54.86
PCA210910-122	Rainbow Resource Center	9/10/2021	89.92
PCA210910-123	Rainbow Resource Center	9/10/2021	45.97
PCA210910-124	Rainbow Resource Center	9/10/2021	29.15
PCA210910-125	Rainbow Resource Center	9/10/2021	96.12
PCA210910-126	Rainbow Resource Center	9/10/2021	97.30
PCA210910-127	Rainbow Resource Center	9/10/2021	15.51
PCA210910-128	Rainbow Resource Center	9/10/2021	124.75
PCA210910-129	Rainbow Resource Center	9/10/2021	16.66
PCA210910-13	All About Learning Press, Inc.	9/10/2021	312.55

Pacific Coast Academy**Check Register****For the period ended September 30, 2021**

Check Number	Vendor Name	Check Date	Check Amount
PCA210910-130	Rainbow Resource Center	9/10/2021	15.51
PCA210910-131	Rainbow Resource Center	9/10/2021	45.16
PCA210910-132	Rainbow Resource Center	9/10/2021	120.56
PCA210910-133	Rainbow Resource Center	9/10/2021	176.57
PCA210910-134	Rainbow Resource Center	9/10/2021	42.14
PCA210910-135	Rainbow Resource Center	9/10/2021	189.58
PCA210910-136	Rainbow Resource Center	9/10/2021	34.38
PCA210910-137	Rainbow Resource Center	9/10/2021	40.58
PCA210910-138	Rainbow Resource Center	9/10/2021	31.42
PCA210910-139	Rainbow Resource Center	9/10/2021	31.42
PCA210910-14	All About Learning Press, Inc.	9/10/2021	159.90
PCA210910-140	Rainbow Resource Center	9/10/2021	120.05
PCA210910-141	Rainbow Resource Center	9/10/2021	27.92
PCA210910-142	Rainbow Resource Center	9/10/2021	168.98
PCA210910-143	Rainbow Resource Center	9/10/2021	26.46
PCA210910-144	Rainbow Resource Center	9/10/2021	348.82
PCA210910-145	Rainbow Resource Center	9/10/2021	111.70
PCA210910-146	Rainbow Resource Center	9/10/2021	38.75
PCA210910-147	Rainbow Resource Center	9/10/2021	329.31
PCA210910-148	Rainbow Resource Center	9/10/2021	105.26
PCA210910-149	Rainbow Resource Center	9/10/2021	252.02
PCA210910-15	Apple Inc.	9/10/2021	261.83
PCA210910-150	Rainbow Resource Center	9/10/2021	29.20
PCA210910-151	Rainbow Resource Center	9/10/2021	35.18
PCA210910-152	Rainbow Resource Center	9/10/2021	211.14
PCA210910-153	Rainbow Resource Center	9/10/2021	21.45
PCA210910-154	Rainbow Resource Center	9/10/2021	38.89
PCA210910-155	Rainbow Resource Center	9/10/2021	158.91
PCA210910-156	Teacher Synergy, LLC	9/10/2021	21.00
PCA210910-157	Teacher Synergy, LLC	9/10/2021	18.00
PCA210910-158	Teacher Synergy, LLC	9/10/2021	14.75
PCA210910-159	Teacher Synergy, LLC	9/10/2021	22.00
PCA210910-16	Apple Inc.	9/10/2021	99.00
PCA210910-160	Teacher Synergy, LLC	9/10/2021	103.35
PCA210910-161	Teacher Synergy, LLC	9/10/2021	26.40
PCA210910-162	Teacher Synergy, LLC	9/10/2021	64.80
PCA210910-163	Teacher Synergy, LLC	9/10/2021	3.49
PCA210910-164	Timberdoodle.com	9/10/2021	653.74
PCA210910-165	Timberdoodle.com	9/10/2021	1,007.50
PCA210910-166	Timberdoodle.com	9/10/2021	358.53
PCA210910-167	Timberdoodle.com	9/10/2021	774.76
PCA210910-168	Timberdoodle.com	9/10/2021	1,038.09

Pacific Coast Academy**Check Register****For the period ended September 30, 2021**

Check Number	Vendor Name	Check Date	Check Amount
PCA210910-169	Timberdoodle.com	9/10/2021	746.45
PCA210910-17	Apple Inc.	9/10/2021	299.00
PCA210910-170	Timberdoodle.com	9/10/2021	252.50
PCA210910-171	Timberdoodle.com	9/10/2021	1,158.59
PCA210910-172	Timberdoodle.com	9/10/2021	61.41
PCA210910-173	Timberdoodle.com	9/10/2021	343.52
PCA210910-174	Timberdoodle.com	9/10/2021	818.77
PCA210910-175	Timberdoodle.com	9/10/2021	722.52
PCA210910-176	Timberdoodle.com	9/10/2021	489.53
PCA210910-177	Timberdoodle.com	9/10/2021	480.14
PCA210910-178	Timberdoodle.com	9/10/2021	1,148.58
PCA210910-179	Timberdoodle.com	9/10/2021	35.53
PCA210910-18	Art of Problem Solving	9/10/2021	156.24
PCA210910-180	Timberdoodle.com	9/10/2021	132.45
PCA210910-181	Timberdoodle.com	9/10/2021	233.93
PCA210910-182	Timberdoodle.com	9/10/2021	233.93
PCA210910-183	Timberdoodle.com	9/10/2021	91.59
PCA210910-184	Timberdoodle.com	9/10/2021	71.11
PCA210910-185	Timberdoodle.com	9/10/2021	1,122.18
PCA210910-186	Timberdoodle.com	9/10/2021	1,506.93
PCA210910-187	Timberdoodle.com	9/10/2021	313.46
PCA210910-188	Timberdoodle.com	9/10/2021	313.46
PCA210910-189	TouchMath Acquisition LLC	9/10/2021	226.96
PCA210910-19	Art of Problem Solving	9/10/2021	157.08
PCA210910-190	Wexplore LLC	9/10/2021	920.00
PCA210910-191	Wonder Crate	9/10/2021	176.65
PCA210910-192	Wood & Ivory	9/10/2021	343.75
PCA210910-20	Art of Problem Solving	9/10/2021	96.00
PCA210910-21	Art of Problem Solving	9/10/2021	96.00
PCA210910-22	Art of Problem Solving	9/10/2021	96.00
PCA210910-23	Art of Problem Solving	9/10/2021	96.00
PCA210910-24	Art of Problem Solving	9/10/2021	96.00
PCA210910-25	Art of Problem Solving	9/10/2021	96.00
PCA210910-26	Art of Problem Solving	9/10/2021	156.24
PCA210910-27	Art of Problem Solving	9/10/2021	172.95
PCA210910-28	Cabrillo Point Academy	9/10/2021	242.43
PCA210910-29	Cabrillo Point Academy	9/10/2021	269.08
PCA210910-30	Cabrillo Point Academy	9/10/2021	415.97
PCA210910-31	Cabrillo Point Academy	9/10/2021	460.99
PCA210910-32	Cabrillo Point Academy	9/10/2021	97.16
PCA210910-33	Cabrillo Point Academy	9/10/2021	396.64
PCA210910-34	Charter Impact, Inc.	9/10/2021	77,537.00

Pacific Coast Academy**Check Register****For the period ended September 30, 2021**

Check Number	Vendor Name	Check Date	Check Amount
PCA210910-35	Charter Impact, Inc.	9/10/2021	1,463.25
PCA210910-36	Christine Alexander	9/10/2021	650.00
PCA210910-37	eat2explore	9/10/2021	86.25
PCA210910-38	Edmentum	9/10/2021	1,497.73
PCA210910-39	Gracie Barra Encinitas	9/10/2021	215.00
PCA210910-40	Gracie Barra Encinitas	9/10/2021	239.00
PCA210910-41	History Unboxed LLC	9/10/2021	65.41
PCA210910-42	Hooked on Phonics	9/10/2021	43.09
PCA210910-43	Institute for Excellence in Writing	9/10/2021	224.27
PCA210910-44	Institute for Excellence in Writing	9/10/2021	194.10
PCA210910-45	Institute for Excellence in Writing	9/10/2021	58.80
PCA210910-46	Institute for Excellence in Writing	9/10/2021	188.71
PCA210910-47	Institute for Excellence in Writing	9/10/2021	37.25
PCA210910-48	Institute for Excellence in Writing	9/10/2021	194.10
PCA210910-49	Institute for Excellence in Writing	9/10/2021	37.39
PCA210910-50	Institute for Excellence in Writing	9/10/2021	37.25
PCA210910-51	Institute for Excellence in Writing	9/10/2021	13.54
PCA210910-52	Institute for Excellence in Writing	9/10/2021	82.42
PCA210910-53	Joann Henrickle Horsemanship	9/10/2021	110.00
PCA210910-54	Joann Henrickle Horsemanship	9/10/2021	110.00
PCA210910-55	Joann Henrickle Horsemanship	9/10/2021	110.00
PCA210910-56	Leading Note Studios	9/10/2021	157.00
PCA210910-57	Leading Note Studios	9/10/2021	157.00
PCA210910-58	Leading Note Studios	9/10/2021	157.00
PCA210910-59	Liliana Harris	9/10/2021	200.00
PCA210910-60	Liliana Harris	9/10/2021	200.00
PCA210910-61	Liliana Harris	9/10/2021	200.00
PCA210910-62	Logic of English	9/10/2021	218.75
PCA210910-63	Logic of English	9/10/2021	139.89
PCA210910-64	Logic of English	9/10/2021	30.20
PCA210910-65	Marianne R. Hill	9/10/2021	104.00
PCA210910-66	Namkyung E. Rowden	9/10/2021	160.00
PCA210910-67	Noemi Cienega-Ovando	9/10/2021	180.00
PCA210910-68	Noemi Cienega-Ovando	9/10/2021	180.00
PCA210910-69	Office Depot, Inc	9/10/2021	75.26
PCA210910-70	Office Depot, Inc	9/10/2021	58.63
PCA210910-71	Office Depot, Inc	9/10/2021	10.76
PCA210910-72	Office Depot, Inc	9/10/2021	0.72
PCA210910-73	Office Depot, Inc	9/10/2021	34.76
PCA210910-74	Office Depot, Inc	9/10/2021	8.44
PCA210910-75	Office Depot, Inc	9/10/2021	32.41
PCA210910-76	Office Depot, Inc	9/10/2021	34.34

Pacific Coast Academy**Check Register****For the period ended September 30, 2021**

Check Number	Vendor Name	Check Date	Check Amount
PCA210910-77	Office Depot, Inc	9/10/2021	95.60
PCA210910-78	Office Depot, Inc	9/10/2021	44.59
PCA210910-79	Office Depot, Inc	9/10/2021	21.29
PCA210910-80	Office Depot, Inc	9/10/2021	20.44
PCA210910-81	Office Depot, Inc	9/10/2021	20.66
PCA210910-82	Office Depot, Inc	9/10/2021	16.23
PCA210910-83	Office Depot, Inc	9/10/2021	45.30
PCA210910-84	Office Depot, Inc	9/10/2021	98.19
PCA210910-85	Office Depot, Inc	9/10/2021	23.51
PCA210910-86	Peace Hill Press, Inc dba Well Trained Mind Press	9/10/2021	21.85
PCA210910-87	Peace Hill Press, Inc dba Well Trained Mind Press	9/10/2021	32.00
PCA210910-88	Peace Hill Press, Inc dba Well Trained Mind Press	9/10/2021	32.00
PCA210910-89	Piano Plus More	9/10/2021	390.00
PCA210910-90	Rainbow Resource Center	9/10/2021	17.20
PCA210910-91	Rainbow Resource Center	9/10/2021	127.05
PCA210910-92	Rainbow Resource Center	9/10/2021	65.88
PCA210910-93	Rainbow Resource Center	9/10/2021	328.49
PCA210910-94	Rainbow Resource Center	9/10/2021	142.47
PCA210910-95	Rainbow Resource Center	9/10/2021	49.36
PCA210910-96	Rainbow Resource Center	9/10/2021	16.60
PCA210910-97	Rainbow Resource Center	9/10/2021	54.91
PCA210910-98	Rainbow Resource Center	9/10/2021	20.81
PCA210910-99	Rainbow Resource Center	9/10/2021	80.90
PCA210914-01	Amazon Capital Services	9/14/2021	35,903.09
PCA210914-02	Amazon Capital Services	9/14/2021	47,035.29
PCA210914-03	Amazon Capital Services	9/14/2021	63,731.95
PCA210916-01	Activities for Learning, Inc.	9/16/2021	330.28
PCA210916-02	Aerial Theory	9/16/2021	160.00
PCA210916-03	All About Learning Press, Inc.	9/16/2021	159.90
PCA210916-04	All About Learning Press, Inc.	9/16/2021	181.75
PCA210916-05	All About Learning Press, Inc.	9/16/2021	119.70
PCA210916-06	All About Learning Press, Inc.	9/16/2021	179.85
PCA210916-07	All About Learning Press, Inc.	9/16/2021	67.75
PCA210916-08	All About Learning Press, Inc.	9/16/2021	228.70
PCA210916-09	All About Learning Press, Inc.	9/16/2021	67.75
PCA210916-10	Apple Inc.	9/16/2021	49.00
PCA210916-100	Rainbow Resource Center	9/16/2021	87.15
PCA210916-101	Rainbow Resource Center	9/16/2021	49.79
PCA210916-102	Rainbow Resource Center	9/16/2021	158.91
PCA210916-103	Rainbow Resource Center	9/16/2021	98.14
PCA210916-104	Rainbow Resource Center	9/16/2021	36.54
PCA210916-105	Rainbow Resource Center	9/16/2021	76.35

Pacific Coast Academy**Check Register****For the period ended September 30, 2021**

Check Number	Vendor Name	Check Date	Check Amount
PCA210916-106	Rainbow Resource Center	9/16/2021	118.76
PCA210916-107	Rainbow Resource Center	9/16/2021	76.21
PCA210916-108	Rainbow Resource Center	9/16/2021	28.65
PCA210916-109	Rainbow Resource Center	9/16/2021	105.14
PCA210916-11	Apple Inc.	9/16/2021	99.00
PCA210916-110	Rainbow Resource Center	9/16/2021	78.50
PCA210916-111	Rainbow Resource Center	9/16/2021	57.55
PCA210916-112	Rainbow Resource Center	9/16/2021	180.92
PCA210916-113	Rainbow Resource Center	9/16/2021	93.60
PCA210916-114	Rainbow Resource Center	9/16/2021	36.54
PCA210916-115	Rainbow Resource Center	9/16/2021	123.28
PCA210916-116	Rainbow Resource Center	9/16/2021	48.61
PCA210916-117	Rainbow Resource Center	9/16/2021	210.95
PCA210916-118	Rainbow Resource Center	9/16/2021	67.51
PCA210916-119	Rainbow Resource Center	9/16/2021	38.89
PCA210916-12	Art of Problem Solving	9/16/2021	157.08
PCA210916-120	Rainbow Resource Center	9/16/2021	56.87
PCA210916-121	Samantha Hoffman	9/16/2021	300.00
PCA210916-122	Schaumann Studios	9/16/2021	2,466.00
PCA210916-123	Schaumann Studios	9/16/2021	1,767.50
PCA210916-124	Swiftkick Martial Arts	9/16/2021	606.00
PCA210916-125	Swiftkick Martial Arts	9/16/2021	219.00
PCA210916-126	Teacher Synergy, LLC	9/16/2021	6.95
PCA210916-127	Teacher Synergy, LLC	9/16/2021	57.56
PCA210916-128	Teacher Synergy, LLC	9/16/2021	8.00
PCA210916-129	Teacher Synergy, LLC	9/16/2021	48.00
PCA210916-13	Blake Litschke	9/16/2021	30.00
PCA210916-130	Teacher Synergy, LLC	9/16/2021	29.62
PCA210916-131	Teacher Synergy, LLC	9/16/2021	31.99
PCA210916-132	Teacher Synergy, LLC	9/16/2021	162.50
PCA210916-133	Teacher Synergy, LLC	9/16/2021	9.15
PCA210916-134	Teacher Synergy, LLC	9/16/2021	130.00
PCA210916-135	Uline	9/16/2021	817.55
PCA210916-136	Wood & Ivory	9/16/2021	312.50
PCA210916-137	Wood & Ivory	9/16/2021	468.75
PCA210916-138	Wood & Ivory	9/16/2021	468.75
PCA210916-139	Amazon Capital Services	9/16/2021	2,341.02
PCA210916-14	Blake Litschke	9/16/2021	180.00
PCA210916-140	Amazon Capital Services	9/16/2021	90.46
PCA210916-15	Brilliant Foreign Language Education	9/16/2021	275.00
PCA210916-16	Charter Impact, Inc.	9/16/2021	10,534.00
PCA210916-17	CharterSafe	9/16/2021	44,261.00

Pacific Coast Academy**Check Register****For the period ended September 30, 2021**

Check Number	Vendor Name	Check Date	Check Amount
PCA210916-18	Christine Alexander	9/16/2021	650.00
PCA210916-19	Christine Alexander	9/16/2021	325.00
PCA210916-20	Gracie Barra Encinitas	9/16/2021	166.00
PCA210916-21	Gracie Barra Encinitas	9/16/2021	175.00
PCA210916-22	Gracie Barra Encinitas	9/16/2021	195.00
PCA210916-23	Gracie Barra Encinitas	9/16/2021	220.00
PCA210916-24	Gym Trix, Inc.	9/16/2021	80.00
PCA210916-25	Gym Trix, Inc.	9/16/2021	100.00
PCA210916-26	Horse Savvy Training	9/16/2021	98.00
PCA210916-27	Horse Savvy Training	9/16/2021	220.00
PCA210916-28	iPurchase Power DBA Homeschool Planet	9/16/2021	52.95
PCA210916-29	Joann Henrickle Horsemanship	9/16/2021	300.00
PCA210916-30	Joann Henrickle Horsemanship	9/16/2021	180.00
PCA210916-31	Joann Henrickle Horsemanship	9/16/2021	110.00
PCA210916-32	Joann Henrickle Horsemanship	9/16/2021	110.00
PCA210916-33	Joann Henrickle Horsemanship	9/16/2021	110.00
PCA210916-34	Joann Henrickle Horsemanship	9/16/2021	220.00
PCA210916-35	Leading Note Studios	9/16/2021	79.00
PCA210916-36	Leading Note Studios	9/16/2021	79.00
PCA210916-37	Leading Note Studios	9/16/2021	157.00
PCA210916-38	Liliana Harris	9/16/2021	60.00
PCA210916-39	Logic of English	9/16/2021	185.83
PCA210916-40	Logic of English	9/16/2021	192.89
PCA210916-41	Logic of English	9/16/2021	243.45
PCA210916-42	Logic of English	9/16/2021	60.96
PCA210916-43	Logic of English	9/16/2021	105.83
PCA210916-44	Logic of English	9/16/2021	121.25
PCA210916-45	Logic of English	9/16/2021	186.44
PCA210916-46	Logic of English	9/16/2021	15.04
PCA210916-47	Logic of English	9/16/2021	106.70
PCA210916-48	Noemi Cienega-Ovando	9/16/2021	315.00
PCA210916-49	Noemi Cienega-Ovando	9/16/2021	540.00
PCA210916-50	Noemi Cienega-Ovando	9/16/2021	540.00
PCA210916-51	Noemi Cienega-Ovando	9/16/2021	540.00
PCA210916-52	Office Depot, Inc	9/16/2021	52.99
PCA210916-53	Office Depot, Inc	9/16/2021	6.13
PCA210916-54	Office Depot, Inc	9/16/2021	1.57
PCA210916-55	Office Depot, Inc	9/16/2021	1.87
PCA210916-56	Office Depot, Inc	9/16/2021	26.71
PCA210916-57	Office Depot, Inc	9/16/2021	0.72
PCA210916-58	Office Depot, Inc	9/16/2021	6.12
PCA210916-59	Office Depot, Inc	9/16/2021	3.92

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Check Number	Vendor Name	Check Date	Check Amount
PCA210916-60	Office Depot, Inc	9/16/2021	6.13
PCA210916-61	Office Depot, Inc	9/16/2021	13.47
PCA210916-62	Office Depot, Inc	9/16/2021	26.29
PCA210916-63	Office Depot, Inc	9/16/2021	2.24
PCA210916-64	Peace Hill Press, Inc dba Well Trained Mind Press	9/16/2021	82.45
PCA210916-65	Peace Hill Press, Inc dba Well Trained Mind Press	9/16/2021	25.00
PCA210916-66	Peace Hill Press, Inc dba Well Trained Mind Press	9/16/2021	21.85
PCA210916-67	Piano Plus More	9/16/2021	780.00
PCA210916-68	Rainbow Resource Center	9/16/2021	17.14
PCA210916-69	Rainbow Resource Center	9/16/2021	283.13
PCA210916-70	Rainbow Resource Center	9/16/2021	56.74
PCA210916-71	Rainbow Resource Center	9/16/2021	65.68
PCA210916-72	Rainbow Resource Center	9/16/2021	23.12
PCA210916-73	Rainbow Resource Center	9/16/2021	19.30
PCA210916-74	Rainbow Resource Center	9/16/2021	16.93
PCA210916-75	Rainbow Resource Center	9/16/2021	25.76
PCA210916-76	Rainbow Resource Center	9/16/2021	25.76
PCA210916-77	Rainbow Resource Center	9/16/2021	26.84
PCA210916-78	Rainbow Resource Center	9/16/2021	28.07
PCA210916-79	Rainbow Resource Center	9/16/2021	221.37
PCA210916-80	Rainbow Resource Center	9/16/2021	38.75
PCA210916-81	Rainbow Resource Center	9/16/2021	156.25
PCA210916-82	Rainbow Resource Center	9/16/2021	108.45
PCA210916-83	Rainbow Resource Center	9/16/2021	29.59
PCA210916-84	Rainbow Resource Center	9/16/2021	105.26
PCA210916-85	Rainbow Resource Center	9/16/2021	450.49
PCA210916-86	Rainbow Resource Center	9/16/2021	46.18
PCA210916-87	Rainbow Resource Center	9/16/2021	341.54
PCA210916-88	Rainbow Resource Center	9/16/2021	93.93
PCA210916-89	Rainbow Resource Center	9/16/2021	96.91
PCA210916-90	Rainbow Resource Center	9/16/2021	57.02
PCA210916-91	Rainbow Resource Center	9/16/2021	57.02
PCA210916-92	Rainbow Resource Center	9/16/2021	45.10
PCA210916-93	Rainbow Resource Center	9/16/2021	105.38
PCA210916-94	Rainbow Resource Center	9/16/2021	70.46
PCA210916-95	Rainbow Resource Center	9/16/2021	28.98
PCA210916-96	Rainbow Resource Center	9/16/2021	86.45
PCA210916-97	Rainbow Resource Center	9/16/2021	119.44
PCA210916-98	Rainbow Resource Center	9/16/2021	38.69
PCA210916-99	Rainbow Resource Center	9/16/2021	195.94
PCA210921-01	Amazon Capital Services	9/21/2021	795.50
PCA210921-02	Amazon Capital Services	9/21/2021	36.61

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For the period ended September 30, 2021

Check Number	Vendor Name	Check Date	Check Amount
PCA210921-03	Amazon Capital Services	9/21/2021	33,222.20
PCA210927-01	Activities for Learning, Inc.	9/27/2021	330.28
PCA210927-02	Activities for Learning, Inc.	9/27/2021	99.83
PCA210927-03	Activities for Learning, Inc.	9/27/2021	330.28
PCA210927-04	Activities for Learning, Inc.	9/27/2021	99.83
PCA210927-05	Activities for Learning, Inc.	9/27/2021	20.75
PCA210927-06	Activities for Learning, Inc.	9/27/2021	330.28
PCA210927-07	Alena Berg Music Studio	9/27/2021	375.00
PCA210927-08	All About Learning Press, Inc.	9/27/2021	144.90
PCA210927-09	All About Learning Press, Inc.	9/27/2021	250.55
PCA210927-10	All About Learning Press, Inc.	9/27/2021	176.80
PCA210927-100	Leading Note Studios	9/27/2021	157.00
PCA210927-101	Liliana Harris	9/27/2021	240.00
PCA210927-102	Liliana Harris	9/27/2021	60.00
PCA210927-103	Liliana Harris	9/27/2021	60.00
PCA210927-104	Liliana Harris	9/27/2021	60.00
PCA210927-105	Lisa K. Clark-Burnell	9/27/2021	6,100.00
PCA210927-106	Logic of English	9/27/2021	81.07
PCA210927-107	Logic of English	9/27/2021	288.04
PCA210927-108	Logic of English	9/27/2021	105.40
PCA210927-109	Logic of English	9/27/2021	187.43
PCA210927-11	All About Learning Press, Inc.	9/27/2021	21.85
PCA210927-110	Logic of English	9/27/2021	109.89
PCA210927-111	Logic of English	9/27/2021	186.63
PCA210927-112	Logic of English	9/27/2021	110.98
PCA210927-113	Manna's Martial Arts Inc.	9/27/2021	455.00
PCA210927-114	Marianne R. Hill	9/27/2021	832.00
PCA210927-115	Mary Longbottom	9/27/2021	17,196.50
PCA210927-116	New West Ballet School	9/27/2021	80.00
PCA210927-117	Noemi Cienega-Ovando	9/27/2021	180.00
PCA210927-118	OC All-Stars Foothill Ranch	9/27/2021	213.00
PCA210927-119	Office Depot, Inc	9/27/2021	6.47
PCA210927-12	All About Learning Press, Inc.	9/27/2021	17.90
PCA210927-120	Office Depot, Inc	9/27/2021	73.40
PCA210927-121	Peace Hill Press, Inc dba Well Trained Mind Press	9/27/2021	148.43
PCA210927-122	Peace Hill Press, Inc dba Well Trained Mind Press	9/27/2021	53.75
PCA210927-123	Peace Hill Press, Inc dba Well Trained Mind Press	9/27/2021	93.71
PCA210927-124	Peace Hill Press, Inc dba Well Trained Mind Press	9/27/2021	46.85
PCA210927-125	Peace Hill Press, Inc dba Well Trained Mind Press	9/27/2021	21.85
PCA210927-126	Peace Hill Press, Inc dba Well Trained Mind Press	9/27/2021	32.00
PCA210927-127	Peace Hill Press, Inc dba Well Trained Mind Press	9/27/2021	135.34
PCA210927-128	Peace Hill Press, Inc dba Well Trained Mind Press	9/27/2021	64.50

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Check Number	Vendor Name	Check Date	Check Amount
PCA210927-129	Peace Hill Press, Inc dba Well Trained Mind Press	9/27/2021	56.80
PCA210927-13	All About Learning Press, Inc.	9/27/2021	159.90
PCA210927-130	Peace Hill Press, Inc dba Well Trained Mind Press	9/27/2021	32.00
PCA210927-131	Peace Hill Press, Inc dba Well Trained Mind Press	9/27/2021	10.35
PCA210927-132	Rainbow Resource Center	9/27/2021	38.69
PCA210927-133	Rainbow Resource Center	9/27/2021	30.99
PCA210927-134	Rainbow Resource Center	9/27/2021	88.36
PCA210927-135	Rainbow Resource Center	9/27/2021	38.21
PCA210927-136	Rainbow Resource Center	9/27/2021	98.14
PCA210927-137	Rainbow Resource Center	9/27/2021	98.14
PCA210927-138	Rainbow Resource Center	9/27/2021	52.22
PCA210927-139	Rainbow Resource Center	9/27/2021	63.77
PCA210927-14	All About Learning Press, Inc.	9/27/2021	104.90
PCA210927-140	Rainbow Resource Center	9/27/2021	30.02
PCA210927-141	Rainbow Resource Center	9/27/2021	14.61
PCA210927-142	Rainbow Resource Center	9/27/2021	14.61
PCA210927-143	Rainbow Resource Center	9/27/2021	39.77
PCA210927-144	Rainbow Resource Center	9/27/2021	15.20
PCA210927-145	Rainbow Resource Center	9/27/2021	194.29
PCA210927-146	Rainbow Resource Center	9/27/2021	194.29
PCA210927-147	Rainbow Resource Center	9/27/2021	88.68
PCA210927-148	Rainbow Resource Center	9/27/2021	21.23
PCA210927-149	Rainbow Resource Center	9/27/2021	18.62
PCA210927-15	All About Learning Press, Inc.	9/27/2021	144.90
PCA210927-150	Rainbow Resource Center	9/27/2021	123.94
PCA210927-151	Rainbow Resource Center	9/27/2021	107.31
PCA210927-152	Rainbow Resource Center	9/27/2021	69.16
PCA210927-153	Rainbow Resource Center	9/27/2021	27.11
PCA210927-154	Rainbow Resource Center	9/27/2021	27.11
PCA210927-155	Rainbow Resource Center	9/27/2021	197.77
PCA210927-156	Rainbow Resource Center	9/27/2021	34.44
PCA210927-157	Rainbow Resource Center	9/27/2021	110.29
PCA210927-158	Rainbow Resource Center	9/27/2021	62.86
PCA210927-159	Rainbow Resource Center	9/27/2021	206.92
PCA210927-16	Apple Inc.	9/27/2021	49.00
PCA210927-160	Rainbow Resource Center	9/27/2021	13.43
PCA210927-161	Rainbow Resource Center	9/27/2021	37.62
PCA210927-162	Rainbow Resource Center	9/27/2021	136.54
PCA210927-163	Rainbow Resource Center	9/27/2021	58.94
PCA210927-164	Rainbow Resource Center	9/27/2021	23.78
PCA210927-165	Rainbow Resource Center	9/27/2021	33.19
PCA210927-166	Rainbow Resource Center	9/27/2021	96.91

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Check Number	Vendor Name	Check Date	Check Amount
PCA210927-167	Rainbow Resource Center	9/27/2021	46.36
PCA210927-168	Rainbow Resource Center	9/27/2021	54.97
PCA210927-169	Rainbow Resource Center	9/27/2021	25.76
PCA210927-17	Art of Problem Solving	9/27/2021	157.08
PCA210927-170	Rainbow Resource Center	9/27/2021	177.92
PCA210927-171	Rainbow Resource Center	9/27/2021	40.31
PCA210927-172	Rainbow Resource Center	9/27/2021	58.14
PCA210927-173	San Diego Royal Gymnastics	9/27/2021	64.00
PCA210927-174	Savvas Learning Company LLC	9/27/2021	44.36
PCA210927-175	Savvas Learning Company LLC	9/27/2021	119.22
PCA210927-176	Schaumann Studios	9/27/2021	183.00
PCA210927-177	Set Apart	9/27/2021	4,900.00
PCA210927-178	Singapore Math Live, LLC	9/27/2021	15.00
PCA210927-179	Singapore Math Live, LLC	9/27/2021	70.00
PCA210927-18	Art of Problem Solving	9/27/2021	96.00
PCA210927-180	Singapore Math Live, LLC	9/27/2021	70.00
PCA210927-181	Swiftkick Martial Arts	9/27/2021	179.00
PCA210927-182	Teacher Synergy, LLC	9/27/2021	136.19
PCA210927-183	Teacher Synergy, LLC	9/27/2021	29.95
PCA210927-184	Teacher Synergy, LLC	9/27/2021	14.99
PCA210927-185	Teacher Synergy, LLC	9/27/2021	24.80
PCA210927-186	Teacher Synergy, LLC	9/27/2021	25.60
PCA210927-187	Teacher Synergy, LLC	9/27/2021	76.00
PCA210927-188	Teacher Synergy, LLC	9/27/2021	8.00
PCA210927-189	Teacher Synergy, LLC	9/27/2021	14.00
PCA210927-19	Art of Problem Solving	9/27/2021	96.00
PCA210927-190	Teacher Synergy, LLC	9/27/2021	6.00
PCA210927-191	Teacher Synergy, LLC	9/27/2021	4.99
PCA210927-192	Teacher Synergy, LLC	9/27/2021	15.93
PCA210927-193	Teacher Synergy, LLC	9/27/2021	3.75
PCA210927-194	Teacher Synergy, LLC	9/27/2021	19.99
PCA210927-195	Teacher Synergy, LLC	9/27/2021	6.78
PCA210927-196	Teacher Synergy, LLC	9/27/2021	47.00
PCA210927-197	Teacher Synergy, LLC	9/27/2021	12.00
PCA210927-198	Teacher Synergy, LLC	9/27/2021	111.50
PCA210927-199	Teacher Synergy, LLC	9/27/2021	9.00
PCA210927-20	Art of Problem Solving	9/27/2021	96.00
PCA210927-200	Teacher Synergy, LLC	9/27/2021	62.95
PCA210927-201	Teacher Synergy, LLC	9/27/2021	322.60
PCA210927-202	Teacher Synergy, LLC	9/27/2021	71.95
PCA210927-203	Teacher Synergy, LLC	9/27/2021	4.00
PCA210927-204	Teacher Synergy, LLC	9/27/2021	71.95

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Check Number	Vendor Name	Check Date	Check Amount
PCA210927-205	Teacher Synergy, LLC	9/27/2021	69.95
PCA210927-206	Teacher Synergy, LLC	9/27/2021	38.99
PCA210927-207	Teacher Synergy, LLC	9/27/2021	36.00
PCA210927-208	Teacher Synergy, LLC	9/27/2021	80.00
PCA210927-209	Teacher Synergy, LLC	9/27/2021	19.50
PCA210927-21	Art of Problem Solving	9/27/2021	96.00
PCA210927-210	Teacher Synergy, LLC	9/27/2021	22.50
PCA210927-211	Teacher Synergy, LLC	9/27/2021	55.95
PCA210927-212	Teacher Synergy, LLC	9/27/2021	37.50
PCA210927-213	The Critical Thinking Co.	9/27/2021	28.93
PCA210927-214	The Critical Thinking Co.	9/27/2021	244.19
PCA210927-215	The Critical Thinking Co.	9/27/2021	116.44
PCA210927-216	The Critical Thinking Co.	9/27/2021	47.49
PCA210927-217	The Critical Thinking Co.	9/27/2021	104.46
PCA210927-218	The Critical Thinking Co.	9/27/2021	57.48
PCA210927-219	The Critical Thinking Co.	9/27/2021	17.94
PCA210927-22	Art of Problem Solving	9/27/2021	96.00
PCA210927-220	The Critical Thinking Co.	9/27/2021	17.94
PCA210927-221	Timberdoodle.com	9/27/2021	991.68
PCA210927-222	Timberdoodle.com	9/27/2021	1,106.09
PCA210927-223	Timberdoodle.com	9/27/2021	551.69
PCA210927-224	Timberdoodle.com	9/27/2021	1,237.32
PCA210927-225	Timberdoodle.com	9/27/2021	926.86
PCA210927-226	Timberdoodle.com	9/27/2021	1,417.38
PCA210927-227	Timberdoodle.com	9/27/2021	271.64
PCA210927-228	Timberdoodle.com	9/27/2021	1,148.58
PCA210927-229	Timberdoodle.com	9/27/2021	190.48
PCA210927-23	Art of Problem Solving	9/27/2021	116.96
PCA210927-230	Timberdoodle.com	9/27/2021	58.18
PCA210927-231	Timberdoodle.com	9/27/2021	191.19
PCA210927-232	Timberdoodle.com	9/27/2021	495.65
PCA210927-233	Timberdoodle.com	9/27/2021	584.86
PCA210927-234	Timberdoodle.com	9/27/2021	1,507.78
PCA210927-235	Timberdoodle.com	9/27/2021	535.26
PCA210927-236	Timberdoodle.com	9/27/2021	75.31
PCA210927-237	Timberdoodle.com	9/27/2021	128.68
PCA210927-238	Timberdoodle.com	9/27/2021	1,011.02
PCA210927-239	Timberdoodle.com	9/27/2021	586.19
PCA210927-24	Art of Problem Solving	9/27/2021	116.40
PCA210927-240	Timberdoodle.com	9/27/2021	481.67
PCA210927-241	TouchMath Acquisition LLC	9/27/2021	150.99
PCA210927-242	Uline	9/27/2021	237.55

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Check Number	Vendor Name	Check Date	Check Amount
PCA210927-243	Valery King	9/27/2021	375.00
PCA210927-244	Wexplore LLC	9/27/2021	60.00
PCA210927-245	Wexplore LLC	9/27/2021	300.00
PCA210927-25	Art of Problem Solving	9/27/2021	156.24
PCA210927-26	Art of Problem Solving	9/27/2021	156.24
PCA210927-27	Ashley Collins	9/27/2021	150.00
PCA210927-28	Ashley Collins	9/27/2021	150.00
PCA210927-29	Ashley Collins	9/27/2021	150.00
PCA210927-30	Ashley Collins	9/27/2021	150.00
PCA210927-31	Ashley Collins	9/27/2021	150.00
PCA210927-32	ATC Martial Arts	9/27/2021	184.00
PCA210927-33	Ava Gamez	9/27/2021	765.00
PCA210927-34	Brilliant Foreign Language Education	9/27/2021	275.00
PCA210927-35	Brilliant Foreign Language Education	9/27/2021	275.00
PCA210927-36	Brilliant Foreign Language Education	9/27/2021	275.00
PCA210927-37	Brilliant Foreign Language Education	9/27/2021	275.00
PCA210927-38	Brilliant Foreign Language Education	9/27/2021	275.00
PCA210927-39	Brilliant Foreign Language Education	9/27/2021	275.00
PCA210927-40	Brilliant Foreign Language Education	9/27/2021	275.00
PCA210927-41	Brilliant Foreign Language Education	9/27/2021	275.00
PCA210927-42	Cabrillo Point Academy	9/27/2021	258.88
PCA210927-43	Cabrillo Point Academy	9/27/2021	6,825.88
PCA210927-44	Cabrillo Point Academy	9/27/2021	3,412.94
PCA210927-45	Charter Impact, Inc.	9/27/2021	225.00
PCA210927-46	Charter Impact, Inc.	9/27/2021	1,152.00
PCA210927-47	Coastal Music Studios	9/27/2021	970.00
PCA210927-48	Erika Williams	9/27/2021	966.00
PCA210927-49	Erika Williams	9/27/2021	2,960.00
PCA210927-50	Erika Williams	9/27/2021	456.00
PCA210927-51	History Unboxed LLC	9/27/2021	456.71
PCA210927-52	History Unboxed LLC	9/27/2021	468.35
PCA210927-53	History Unboxed LLC	9/27/2021	670.80
PCA210927-54	History Unboxed LLC	9/27/2021	65.91
PCA210927-55	Horse Savvy Training	9/27/2021	65.00
PCA210927-56	Horse Savvy Training	9/27/2021	220.00
PCA210927-57	Horse Savvy Training	9/27/2021	110.00
PCA210927-58	Horse Savvy Training	9/27/2021	180.00
PCA210927-59	Horse Savvy Training	9/27/2021	330.00
PCA210927-60	Horse Savvy Training	9/27/2021	175.00
PCA210927-61	Horse Savvy Training	9/27/2021	275.00
PCA210927-62	Horse Savvy Training	9/27/2021	350.00
PCA210927-63	Horse Savvy Training	9/27/2021	180.00

Pacific Coast Academy

Check Register

For the period ended September 30, 2021

Check Number	Vendor Name	Check Date	Check Amount
PCA210927-64	Horse Savvy Training	9/27/2021	130.00
PCA210927-65	Horse Savvy Training	9/27/2021	220.00
PCA210927-66	Horse Savvy Training	9/27/2021	180.00
PCA210927-67	Horse Savvy Training	9/27/2021	220.00
PCA210927-68	Horse Savvy Training	9/27/2021	330.00
PCA210927-69	Horse Savvy Training	9/27/2021	220.00
PCA210927-70	Horse Savvy Training	9/27/2021	180.00
PCA210927-71	Institute for Excellence in Writing	9/27/2021	80.07
PCA210927-72	Institute for Excellence in Writing	9/27/2021	194.10
PCA210927-73	Institute for Excellence in Writing	9/27/2021	44.79
PCA210927-74	Institute for Excellence in Writing	9/27/2021	37.25
PCA210927-75	Institute for Excellence in Writing	9/27/2021	493.64
PCA210927-76	Institute for Excellence in Writing	9/27/2021	173.29
PCA210927-77	Institute for Excellence in Writing	9/27/2021	59.04
PCA210927-78	Institute for Excellence in Writing	9/27/2021	37.39
PCA210927-79	Institute for Excellence in Writing	9/27/2021	58.30
PCA210927-80	Institute for Excellence in Writing	9/27/2021	194.94
PCA210927-81	Institute for Excellence in Writing	9/27/2021	59.04
PCA210927-82	Institute for Excellence in Writing	9/27/2021	225.15
PCA210927-83	Institute for Excellence in Writing	9/27/2021	194.94
PCA210927-84	Institute for Excellence in Writing	9/27/2021	194.10
PCA210927-85	Institute for Excellence in Writing	9/27/2021	301.85
PCA210927-86	Institute for Excellence in Writing	9/27/2021	37.39
PCA210927-87	Institute for Excellence in Writing	9/27/2021	57.72
PCA210927-88	Institute for Excellence in Writing	9/27/2021	301.85
PCA210927-89	Institute for Excellence in Writing	9/27/2021	204.87
PCA210927-90	Institute for Excellence in Writing	9/27/2021	37.25
PCA210927-91	KiwiCo, Inc.	9/27/2021	14,945.19
PCA210927-92	Kristen Tjio	9/27/2021	946.00
PCA210927-93	Larry White	9/27/2021	480.00
PCA210927-94	Laura Guerrero	9/27/2021	180.00
PCA210927-95	Leading Note Studios	9/27/2021	314.00
PCA210927-96	Leading Note Studios	9/27/2021	314.00
PCA210927-97	Leading Note Studios	9/27/2021	314.00
PCA210927-98	Leading Note Studios	9/27/2021	157.00
PCA210927-99	Leading Note Studios	9/27/2021	157.00

Total Disbursement in September **\$ 1,482,155.49**

Pacific Coast Academy

Accounts Payable Aging

September 30, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Academics in a Box Incorporated	14844	9/13/2021	10/13/2021	\$ 168	\$ -	\$ -	\$ -	\$ -	\$ 168
Achieve, Inc.	204	8/31/2021	9/30/2021	175	-	-	-	-	175
Activities for Learning, Inc.	384223	9/14/2021	10/14/2021	100	-	-	-	-	100
Activities for Learning, Inc.	384317	9/21/2021	10/21/2021	100	-	-	-	-	100
Airshine Music School	1039	9/16/2021	10/16/2021	395	-	-	-	-	395
Aja Lee	IV#P6	9/20/2021	10/20/2021	660	-	-	-	-	660
Alisha Curtin	10	9/15/2021	10/15/2021	11,265	-	-	-	-	11,265
All About Learning Press, Inc.	908533	9/10/2021	10/10/2021	299	-	-	-	-	299
All About Learning Press, Inc.	908545	9/13/2021	10/13/2021	182	-	-	-	-	182
All About Learning Press, Inc.	908584	9/13/2021	10/13/2021	209	-	-	-	-	209
All About Learning Press, Inc.	908600	9/14/2021	10/14/2021	122	-	-	-	-	122
All About Learning Press, Inc.	908607	9/14/2021	10/14/2021	105	-	-	-	-	105
All About Learning Press, Inc.	908667	9/16/2021	10/16/2021	85	-	-	-	-	85
All About Learning Press, Inc.	908706	9/20/2021	10/20/2021	182	-	-	-	-	182
All About Learning Press, Inc.	908727	9/20/2021	10/20/2021	225	-	-	-	-	225
Alliance Jiu Jitsu San Diego	INV0092	9/1/2021	10/1/2021	260	-	-	-	-	260
Alliance Jiu Jitsu San Diego	INV0093	9/1/2021	10/1/2021	260	-	-	-	-	260
Alliance Jiu Jitsu San Diego	INV0094	9/1/2021	10/1/2021	260	-	-	-	-	260
Alliance Jiu Jitsu San Diego	INV0095	9/1/2021	10/1/2021	260	-	-	-	-	260
Amazon Capital Services	11FQ-LT69-J6VK	9/20/2021	11/19/2021	(22)	-	-	-	-	(22)
Amazon Capital Services	13MD-MRVC-46QT	9/20/2021	11/19/2021	(1)	-	-	-	-	(1)
Amazon Capital Services	13T3-1H79-7RYD	9/21/2021	11/20/2021	(16)	-	-	-	-	(16)
Amazon Capital Services	13TN-DHQC-GXXJ	9/24/2021	11/23/2021	20	-	-	-	-	20
Amazon Capital Services	19XL-YVMP-HGKJ	9/20/2021	11/19/2021	(33)	-	-	-	-	(33)
Amazon Capital Services	1D3W-1Q1X-147Q	9/20/2021	11/19/2021	(44)	-	-	-	-	(44)
Amazon Capital Services	1D3W-RVK7-1PWQ	9/22/2021	11/21/2021	(12)	-	-	-	-	(12)
Amazon Capital Services	1D3W-RVK7-4K6C	9/23/2021	11/22/2021	(32)	-	-	-	-	(32)
Amazon Capital Services	1D3W-RVK7-CXG1	9/23/2021	11/22/2021	(16)	-	-	-	-	(16)
Amazon Capital Services	1HKV-4MQF-6KHM	9/23/2021	11/22/2021	(8)	-	-	-	-	(8)
Amazon Capital Services	1MHM-4PXQ-KHHD	9/24/2021	11/23/2021	94	-	-	-	-	94
Amazon Capital Services	1MJ1-XXD6-HWL7	9/20/2021	11/19/2021	(16)	-	-	-	-	(16)
Amazon Capital Services	1QKM-QPLC-79WV	9/23/2021	11/22/2021	(43)	-	-	-	-	(43)
Amazon Capital Services	1R3X-RC4N-9GCG	9/21/2021	11/20/2021	(27)	-	-	-	-	(27)
Amazon Capital Services	1TGN-X6VM-639V	9/23/2021	11/22/2021	(150)	-	-	-	-	(150)
Amazon Capital Services	1TN4-GL13-WD67	9/22/2021	11/21/2021	65	-	-	-	-	65
Amber E Schreckengaust	11r1	9/15/2021	9/15/2021	-	3,850	-	-	-	3,850
Amber E Schreckengaust	9r2	9/15/2021	9/15/2021	-	17,800	-	-	-	17,800

Pacific Coast Academy

Accounts Payable Aging

September 30, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Angela and Matthew Horak	HORA092021	9/20/2021	9/20/2021	-	975	-	-	-	975
Art of Problem Solving	221954	9/15/2021	10/15/2021	96	-	-	-	-	96
Art of Problem Solving	222096	9/20/2021	10/20/2021	96	-	-	-	-	96
Art With Larisse	7050	9/6/2021	10/6/2021	688	-	-	-	-	688
Art With Larisse	7051	9/13/2021	10/13/2021	2,652	-	-	-	-	2,652
Arthur J. Gallagher & Co. Insurance Bro	3889558	6/17/2021	7/1/2021	-	-	-	-	2,276	2,276
Arthur J. Gallagher & Co. Insurance Bro	3984285	9/7/2021	9/7/2021	-	127	-	-	-	127
Ascend Music Studios	PCA2001-09-001	9/20/2021	9/20/2021	-	480	-	-	-	480
Aya Art Co.	0000080	9/19/2021	10/19/2021	130	-	-	-	-	130
Barbara Martin	Fandey #8	9/19/2021	10/19/2021	60	-	-	-	-	60
Barbara Mulvany	GD01	9/22/2021	10/22/2021	10	-	-	-	-	10
Barbara Mulvany	SD01	9/22/2021	10/22/2021	10	-	-	-	-	10
Beautiful Feet Books, Inc.	15614	9/13/2021	10/13/2021	22	-	-	-	-	22
Beautiful Feet Books, Inc.	15615	9/13/2021	10/13/2021	290	-	-	-	-	290
Beautiful Feet Books, Inc.	15616	9/13/2021	10/13/2021	22	-	-	-	-	22
Beautiful Feet Books, Inc.	15641	9/14/2021	10/14/2021	16	-	-	-	-	16
Beautiful Feet Books, Inc.	15675	9/17/2021	10/17/2021	252	-	-	-	-	252
Beautiful Feet Books, Inc.	15676	9/17/2021	10/17/2021	257	-	-	-	-	257
Beautiful Feet Books, Inc.	15698	9/20/2021	10/20/2021	257	-	-	-	-	257
Beautiful Feet Books, Inc.	15700	9/20/2021	10/20/2021	117	-	-	-	-	117
Beautiful Feet Books, Inc.	15710	9/22/2021	10/22/2021	257	-	-	-	-	257
Bitsbox	4150	9/24/2021	10/24/2021	203	-	-	-	-	203
Blake Litschke	202	9/15/2021	10/15/2021	195	-	-	-	-	195
Blake Litschke	203	9/15/2021	10/15/2021	45	-	-	-	-	45
Blake Litschke	204	9/17/2021	10/17/2021	90	-	-	-	-	90
BookShark	31150416	8/5/2021	9/4/2021	-	65	-	-	-	65
BookShark	31150479	8/5/2021	9/4/2021	-	290	-	-	-	290
BookShark	31150546	8/5/2021	9/4/2021	-	1,003	-	-	-	1,003
BookShark	31150557	8/5/2021	9/4/2021	-	23	-	-	-	23
BookShark	31150558	8/5/2021	9/4/2021	-	23	-	-	-	23
BookShark	31150582	8/5/2021	9/4/2021	-	596	-	-	-	596
BookShark	31150673	8/5/2021	9/4/2021	-	31	-	-	-	31
BookShark	31150674	8/5/2021	9/4/2021	-	28	-	-	-	28
BookShark	31150677	8/5/2021	9/4/2021	-	31	-	-	-	31
BookShark	31150684	8/5/2021	9/4/2021	-	31	-	-	-	31
BookShark	31150737	8/5/2021	9/4/2021	-	864	-	-	-	864
BookShark	31151045	8/6/2021	9/5/2021	-	271	-	-	-	271
BookShark	31151071	8/6/2021	9/5/2021	-	202	-	-	-	202

Pacific Coast Academy

Accounts Payable Aging

September 30, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
BookShark	31151103	8/6/2021	9/5/2021	-	202	-	-	-	202
BookShark	31151111	8/6/2021	9/5/2021	-	162	-	-	-	162
BookShark	31151234	8/6/2021	9/5/2021	-	816	-	-	-	816
BookShark	31151279	8/6/2021	9/5/2021	-	141	-	-	-	141
BookShark	31151337	8/6/2021	9/5/2021	-	31	-	-	-	31
BookShark	31151365	8/6/2021	9/5/2021	-	968	-	-	-	968
BookShark	31151470	8/6/2021	9/5/2021	-	945	-	-	-	945
BookShark	31151519	8/6/2021	9/5/2021	-	939	-	-	-	939
BookShark	31151662	8/6/2021	9/5/2021	-	178	-	-	-	178
BookShark	31151783	8/9/2021	9/8/2021	-	60	-	-	-	60
BookShark	31152118	8/9/2021	9/8/2021	-	136	-	-	-	136
BookShark	31152135	8/9/2021	9/8/2021	-	165	-	-	-	165
BookShark	31152198	8/9/2021	9/8/2021	-	1,134	-	-	-	1,134
BookShark	31152686	8/10/2021	9/9/2021	-	1,125	-	-	-	1,125
BookShark	31152805	8/11/2021	9/10/2021	-	33	-	-	-	33
BookShark	31153413	8/11/2021	9/10/2021	-	143	-	-	-	143
BookShark	31153419	8/11/2021	9/10/2021	-	65	-	-	-	65
BookShark	31153436	8/11/2021	9/10/2021	-	96	-	-	-	96
BookShark	31153453	8/11/2021	9/10/2021	-	556	-	-	-	556
BookShark	31153484	8/11/2021	9/10/2021	-	371	-	-	-	371
BookShark	31153568	8/11/2021	9/10/2021	-	37	-	-	-	37
BookShark	31153602	8/12/2021	9/11/2021	-	45	-	-	-	45
BookShark	31153618	8/12/2021	9/11/2021	-	24	-	-	-	24
BookShark	31153668	8/12/2021	9/11/2021	-	883	-	-	-	883
BookShark	31153744	8/12/2021	9/11/2021	-	60	-	-	-	60
BookShark	31153748	8/12/2021	9/11/2021	-	60	-	-	-	60
BookShark	31153750	8/12/2021	9/11/2021	-	68	-	-	-	68
BookShark	31153775	8/12/2021	9/11/2021	-	142	-	-	-	142
BookShark	31153944	8/12/2021	9/11/2021	-	31	-	-	-	31
BookShark	31154103	8/12/2021	9/11/2021	-	65	-	-	-	65
BookShark	31154121	8/12/2021	9/11/2021	-	16	-	-	-	16
BookShark	31154132	8/13/2021	9/12/2021	-	170	-	-	-	170
BookShark	31154223	8/13/2021	9/12/2021	-	65	-	-	-	65
BookShark	31154224	8/13/2021	9/12/2021	-	65	-	-	-	65
BookShark	31154231	8/13/2021	9/12/2021	-	706	-	-	-	706
BookShark	31154237	8/13/2021	9/12/2021	-	65	-	-	-	65
BookShark	31154281	8/13/2021	9/12/2021	-	222	-	-	-	222
BookShark	31154301	8/13/2021	9/12/2021	-	34	-	-	-	34

Pacific Coast Academy

Accounts Payable Aging

September 30, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
BookShark	31154404	8/13/2021	9/12/2021	-	30	-	-	-	30
BookShark	31154413	8/13/2021	9/12/2021	-	30	-	-	-	30
BookShark	31154478	8/13/2021	9/12/2021	-	34	-	-	-	34
BookShark	31154479	8/13/2021	9/12/2021	-	30	-	-	-	30
BookShark	31154480	8/13/2021	9/12/2021	-	30	-	-	-	30
BookShark	31154717	8/13/2021	9/12/2021	-	30	-	-	-	30
BookShark	31154718	8/13/2021	9/12/2021	-	30	-	-	-	30
BookShark	31154734	8/13/2021	9/12/2021	-	180	-	-	-	180
BookShark	31154833	8/14/2021	9/13/2021	-	469	-	-	-	469
BookShark	31155002	8/14/2021	9/13/2021	-	784	-	-	-	784
BookShark	31155039	8/14/2021	9/13/2021	-	87	-	-	-	87
BookShark	31155040	8/14/2021	9/13/2021	-	301	-	-	-	301
BookShark	31155042	8/14/2021	9/13/2021	-	336	-	-	-	336
BookShark	31155179	8/16/2021	9/15/2021	-	47	-	-	-	47
BookShark	31155496	8/16/2021	9/15/2021	-	56	-	-	-	56
BookShark	31155497	8/16/2021	9/15/2021	-	16	-	-	-	16
BookShark	31155583	8/17/2021	9/16/2021	-	243	-	-	-	243
BookShark	31155659	8/17/2021	9/16/2021	-	192	-	-	-	192
BookShark	31155733	8/17/2021	9/16/2021	-	68	-	-	-	68
BookShark	31155741	8/17/2021	9/16/2021	-	60	-	-	-	60
BookShark	31157093	8/19/2021	9/18/2021	-	83	-	-	-	83
BookShark	31157157	8/19/2021	9/18/2021	-	184	-	-	-	184
BookShark	31157314	8/20/2021	9/19/2021	-	34	-	-	-	34
BookShark	31157630	8/20/2021	9/19/2021	-	83	-	-	-	83
BookShark	31157631	8/20/2021	9/19/2021	-	83	-	-	-	83
BookShark	31157773	8/20/2021	9/19/2021	-	70	-	-	-	70
BookShark	31157886	8/20/2021	9/19/2021	-	35	-	-	-	35
BookShark	31157887	8/20/2021	9/19/2021	-	29	-	-	-	29
BookShark	31157894	8/20/2021	9/19/2021	-	278	-	-	-	278
BookShark	31157897	8/20/2021	9/19/2021	-	33	-	-	-	33
BookShark	31157900	8/20/2021	9/19/2021	-	33	-	-	-	33
BookShark	31157912	8/20/2021	9/19/2021	-	139	-	-	-	139
BookShark	31157928	8/20/2021	9/19/2021	-	218	-	-	-	218
BookShark	31157959	8/20/2021	9/19/2021	-	96	-	-	-	96
BookShark	31158038	8/21/2021	9/20/2021	-	72	-	-	-	72
BookShark	31158429	8/21/2021	9/20/2021	-	362	-	-	-	362
BookShark	31158445	8/21/2021	9/20/2021	-	906	-	-	-	906
BookShark	31158503	8/21/2021	9/20/2021	-	809	-	-	-	809

Pacific Coast Academy

Accounts Payable Aging

September 30, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
BookShark	31158536	8/21/2021	9/20/2021	-	832	-	-	-	832
BookShark	31158540	8/21/2021	9/20/2021	-	836	-	-	-	836
BookShark	31158543	8/21/2021	9/20/2021	-	917	-	-	-	917
BookShark	31158548	8/21/2021	9/20/2021	-	243	-	-	-	243
BookShark	31159047	8/23/2021	9/22/2021	-	292	-	-	-	292
BookShark	31159576	8/24/2021	9/23/2021	-	148	-	-	-	148
BookShark	31159685	8/25/2021	9/24/2021	-	228	-	-	-	228
BookShark	31159728	8/25/2021	9/24/2021	-	241	-	-	-	241
BookShark	31159799	8/25/2021	9/24/2021	-	121	-	-	-	121
BookShark	31159810	8/25/2021	9/24/2021	-	73	-	-	-	73
BookShark	31160193	8/25/2021	9/24/2021	-	67	-	-	-	67
BookShark	31160286	8/26/2021	9/25/2021	-	153	-	-	-	153
BookShark	31160331	8/26/2021	9/25/2021	-	23	-	-	-	23
BookShark	31161185	8/27/2021	9/26/2021	-	98	-	-	-	98
BookShark	31161197	8/27/2021	9/26/2021	-	26	-	-	-	26
BookShark	31161199	8/27/2021	9/26/2021	-	29	-	-	-	29
BookShark	31161311	8/27/2021	9/26/2021	-	74	-	-	-	74
BookShark	31161499	8/28/2021	9/27/2021	-	100	-	-	-	100
BookShark	31161508	8/28/2021	9/27/2021	-	83	-	-	-	83
BookShark	31161986	8/28/2021	9/27/2021	-	839	-	-	-	839
BookShark	31162072	8/28/2021	9/27/2021	-	816	-	-	-	816
BookShark	31162130	8/28/2021	9/27/2021	-	934	-	-	-	934
BookShark	31162280	8/30/2021	9/29/2021	-	83	-	-	-	83
BookShark	31162281	8/30/2021	9/29/2021	-	83	-	-	-	83
BookShark	31162294	8/30/2021	9/29/2021	-	35	-	-	-	35
BookShark	31162669	8/30/2021	9/29/2021	-	210	-	-	-	210
BookShark	31162713	8/30/2021	9/29/2021	-	56	-	-	-	56
BookShark	31162749	8/30/2021	9/29/2021	-	82	-	-	-	82
BookShark	31162752	8/30/2021	9/29/2021	-	18	-	-	-	18
BookShark	31163924	9/1/2021	10/1/2021	42	-	-	-	-	42
BookShark	31164169	9/1/2021	10/1/2021	110	-	-	-	-	110
BookShark	31164312	9/1/2021	10/1/2021	52	-	-	-	-	52
BookShark	31164354	9/1/2021	10/1/2021	45	-	-	-	-	45
BookShark	31164355	9/1/2021	10/1/2021	51	-	-	-	-	51
BookShark	31164375	9/1/2021	10/1/2021	16	-	-	-	-	16
BookShark	31164472	9/1/2021	10/1/2021	192	-	-	-	-	192
BookShark	31164548	9/1/2021	10/1/2021	76	-	-	-	-	76
BookShark	31164552	9/1/2021	10/1/2021	67	-	-	-	-	67

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BookShark	31164554	9/1/2021	10/1/2021	67	-	-	-	-	67
BookShark	31164574	9/1/2021	10/1/2021	52	-	-	-	-	52
BookShark	31164608	9/1/2021	10/1/2021	47	-	-	-	-	47
BookShark	31164617	9/1/2021	10/1/2021	47	-	-	-	-	47
BookShark	31165057	9/2/2021	10/2/2021	851	-	-	-	-	851
BookShark	31165185	9/2/2021	10/2/2021	29	-	-	-	-	29
BookShark	31165186	9/2/2021	10/2/2021	29	-	-	-	-	29
BookShark	31166094	9/4/2021	10/4/2021	65	-	-	-	-	65
BookShark	31166146	9/4/2021	10/4/2021	193	-	-	-	-	193
BookShark	31166148	9/4/2021	10/4/2021	91	-	-	-	-	91
BookShark	31166185	9/4/2021	10/4/2021	31	-	-	-	-	31
BookShark	31166289	9/4/2021	10/4/2021	914	-	-	-	-	914
BookShark	31166973	9/8/2021	10/8/2021	45	-	-	-	-	45
BookShark	31166996	9/8/2021	10/8/2021	45	-	-	-	-	45
BookShark	31167209	9/8/2021	10/8/2021	126	-	-	-	-	126
BookShark	31167257	9/8/2021	10/8/2021	163	-	-	-	-	163
BookShark	31167408	9/8/2021	10/8/2021	470	-	-	-	-	470
BookShark	31168050	9/9/2021	10/9/2021	991	-	-	-	-	991
BookShark	31168191	9/9/2021	10/9/2021	90	-	-	-	-	90
BookShark	31168260	9/9/2021	10/9/2021	90	-	-	-	-	90
BookShark	31168263	9/9/2021	10/9/2021	48	-	-	-	-	48
BookShark	31168460	9/9/2021	10/9/2021	80	-	-	-	-	80
BookShark	31168892	9/10/2021	10/10/2021	47	-	-	-	-	47
BookShark	31168912	9/10/2021	10/10/2021	80	-	-	-	-	80
BookShark	31168929	9/10/2021	10/10/2021	90	-	-	-	-	90
BookShark	31168949	9/10/2021	10/10/2021	80	-	-	-	-	80
BookShark	31169001	9/10/2021	10/10/2021	103	-	-	-	-	103
BookShark	31169039	9/10/2021	10/10/2021	80	-	-	-	-	80
BookShark	31169056	9/10/2021	10/10/2021	106	-	-	-	-	106
BookShark	31169504	9/10/2021	10/10/2021	7	-	-	-	-	7
BookShark	31169580	9/11/2021	10/11/2021	207	-	-	-	-	207
Brain Builders STEM Education	1546	9/18/2021	10/18/2021	6,969	-	-	-	-	6,969
Brain Builders STEM Education	1547	9/18/2021	10/18/2021	1,456	-	-	-	-	1,456
Brave Writer, LLC	PAC-75322	8/23/2021	8/23/2021	-	-	278	-	-	278
Briana Harley	921W	9/17/2021	10/17/2021	300	-	-	-	-	300
Brilliant Foreign Language Education	BFLE-F-0907-14	9/7/2021	10/7/2021	275	-	-	-	-	275
Brilliant Foreign Language Education	BFLE-J-0908-20	9/8/2021	10/8/2021	275	-	-	-	-	275
BYU Independent Study	DCE-00009381	9/2/2021	9/2/2021	-	4,870	-	-	-	4,870

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Cabrillo Point Academy	PCA-RENT082021	9/17/2021	10/17/2021	21,976	-	-	-	-	21,976
Cabrillo Point Academy	PCA-SDGE092021-100	9/20/2021	10/20/2021	426	-	-	-	-	426
Cabrillo Point Academy	PCA-SDGE092021-101	9/20/2021	10/20/2021	992	-	-	-	-	992
Cabrillo Point Academy	PCA-SDGE092021-102	9/20/2021	10/20/2021	562	-	-	-	-	562
Cabrillo Point Academy	PCA-SDGE092021-103	9/20/2021	10/20/2021	341	-	-	-	-	341
Cabrillo Point Academy	PCA-SDGE092021-200	9/20/2021	10/20/2021	934	-	-	-	-	934
California Music Studios	JT1106Ste09	9/24/2021	10/24/2021	190	-	-	-	-	190
California Music Studios	JT1901Tib9	9/21/2021	10/21/2021	120	-	-	-	-	120
CDW Government	K486080	9/9/2021	10/9/2021	24,588	-	-	-	-	24,588
Cengage Learning Inc	72746871	12/16/2020	1/15/2021	-	-	-	-	(72)	(72)
Champion Rhythmics	002	9/15/2021	10/15/2021	1,380	-	-	-	-	1,380
Charlotte Littlehales	091521	9/15/2021	10/15/2021	1,857	-	-	-	-	1,857
Charter Impact, Inc.	11442	8/31/2021	9/30/2021	1,100	-	-	-	-	1,100
Chira Tennis Academy	43	9/21/2021	10/21/2021	360	-	-	-	-	360
Chira Tennis Academy	44	9/21/2021	10/21/2021	225	-	-	-	-	225
Christine Echeverri	367	9/20/2021	10/20/2021	46	-	-	-	-	46
Cindy Warner	08092021	9/15/2021	10/15/2021	150	-	-	-	-	150
City of Champions	2021010	9/15/2021	10/15/2021	125	-	-	-	-	125
Class Technologies Inc	INV1586	9/16/2021	10/16/2021	3,000	-	-	-	-	3,000
Classical Education Inc.	C001	9/12/2021	10/12/2021	350	-	-	-	-	350
Classical Education Inc.	C002	9/12/2021	10/12/2021	350	-	-	-	-	350
Code Ninjas Poway	20210918-1	9/18/2021	9/18/2021	-	199	-	-	-	199
Companion Corporation	120627	9/20/2021	10/20/2021	803	-	-	-	-	803
Companion Corporation	120646	9/21/2021	10/21/2021	1,055	-	-	-	-	1,055
Companion Corporation	120666	9/23/2021	10/23/2021	1,706	-	-	-	-	1,706
Cool Creations	42	9/21/2021	10/21/2021	360	-	-	-	-	360
Crafty School Crates	20240	9/24/2021	10/24/2021	189	-	-	-	-	189
Dance & Company	Rubin 9/1/2021	9/1/2021	10/1/2021	185	-	-	-	-	185
Danielle MacAdams	MCAD091621	9/16/2021	9/16/2021	-	21	-	-	-	21
Demco	6999878	9/2/2021	9/2/2021	-	1,128	-	-	-	1,128
Department of Justice	534473	9/3/2021	9/3/2021	-	64	-	-	-	64
Don Johnston Incorporated	00456319	9/8/2021	10/8/2021	675	-	-	-	-	675
Don Johnston Incorporated	00456320	9/8/2021	10/8/2021	675	-	-	-	-	675
Drew's Art Box LLC	4857-3507	9/16/2021	10/16/2021	105	-	-	-	-	105
DS Arts Studio & Gallery-Debi Smerdo	1-2021 Sept	9/19/2021	10/19/2021	865	-	-	-	-	865
Edmentum	INV165912	9/13/2021	9/28/2021	-	695	-	-	-	695
Edna Vazquez	VAZQ091721	9/17/2021	9/17/2021	-	31	-	-	-	31
Educational Development Corporator	DIR9768433	8/4/2021	9/3/2021	-	127	-	-	-	127

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Educational Development Corporator	DIR9954988	9/21/2021	10/21/2021	61	-	-	-	-	61
Educational Development Corporator	DIR9962262	9/22/2021	10/22/2021	61	-	-	-	-	61
Educational Development Corporator	DIR9962263	9/22/2021	10/22/2021	69	-	-	-	-	69
Elise Underriter	102	9/7/2021	9/7/2021	-	235	-	-	-	235
Elise Underriter	103	9/7/2021	9/9/2021	-	235	-	-	-	235
Elise Underriter	41	9/7/2021	9/7/2021	-	235	-	-	-	235
Elise Underriter	43	9/11/2021	9/11/2021	-	235	-	-	-	235
Elise Underriter	45	9/7/2021	9/7/2021	-	235	-	-	-	235
Elise Underriter	47	9/7/2021	9/7/2021	-	235	-	-	-	235
Elise Underriter	48	9/7/2021	9/7/2021	-	235	-	-	-	235
Elise Underriter	49	9/7/2021	9/7/2021	-	235	-	-	-	235
Elise Underriter	50	9/7/2021	9/7/2021	-	235	-	-	-	235
Elise Underriter	51	9/7/2021	9/7/2021	-	235	-	-	-	235
Elise Underriter	52	9/7/2021	9/7/2021	-	235	-	-	-	235
Elise Underriter	58	9/7/2021	9/7/2021	-	235	-	-	-	235
Elise Underriter	59	9/7/2021	9/7/2021	-	235	-	-	-	235
Elise Underriter	60	9/7/2021	9/7/2021	-	235	-	-	-	235
Elise Underriter	61	9/7/2021	9/7/2021	-	235	-	-	-	235
Elise Underriter	62	9/7/2021	9/7/2021	-	225	-	-	-	225
Elise Underriter	70	9/11/2021	9/11/2021	-	235	-	-	-	235
Elise Underriter	71	9/11/2021	9/11/2021	-	235	-	-	-	235
Elise Underriter	72	9/7/2021	9/7/2021	-	235	-	-	-	235
Elise Underriter	73	9/7/2021	9/7/2021	-	235	-	-	-	235
Elise Underriter	74	9/7/2021	9/7/2021	-	235	-	-	-	235
Elise Underriter	78	9/7/2021	9/7/2021	-	235	-	-	-	235
Elise Underriter	79	9/7/2021	9/7/2021	-	235	-	-	-	235
Elise Underriter	80	9/7/2021	9/7/2021	-	175	-	-	-	175
Elise Underriter	85	9/7/2021	9/7/2021	-	235	-	-	-	235
Elise Underriter	86	9/9/2021	9/9/2021	-	235	-	-	-	235
Elise Underriter	89	9/9/2021	9/9/2021	-	85	-	-	-	85
Emily Nguyen	2021-10	9/24/2021	10/24/2021	350	-	-	-	-	350
Emily Nguyen	2021-9	9/24/2021	10/24/2021	350	-	-	-	-	350
Everyday Speech LLC	004995	9/15/2021	10/15/2021	1,136	-	-	-	-	1,136
Floaties Swim School	290	9/14/2021	10/14/2021	98	-	-	-	-	98
Floaties Swim School	291	9/14/2021	10/14/2021	98	-	-	-	-	98
Floaties Swim School	292	9/14/2021	10/14/2021	98	-	-	-	-	98
Floaties Swim School	293	9/14/2021	10/14/2021	98	-	-	-	-	98
Floaties Swim School	531	9/10/2021	10/10/2021	98	-	-	-	-	98

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Floaties Swim School	532	9/14/2021	10/14/2021	98	-	-	-	-	98
Golden State Ballet & Pilates	14	9/7/2021	10/7/2021	50	-	-	-	-	50
Golden State Ballet & Pilates	15	9/7/2021	10/7/2021	50	-	-	-	-	50
Golden State Ballet & Pilates	16	9/1/2021	10/1/2021	260	-	-	-	-	260
Gracie Barra Encinitas	91421	9/14/2021	10/14/2021	239	-	-	-	-	239
Gracie Barra Encinitas	91521	9/14/2021	10/14/2021	215	-	-	-	-	215
Gracie Barra San Diego	GB72-0921-B	9/10/2021	10/10/2021	198	-	-	-	-	198
Gracie Jiu Jitsu San Marcos LLC	001	9/1/2021	10/1/2021	157	-	-	-	-	157
Hands 4 Building, LLC	2648	9/23/2021	10/23/2021	148	-	-	-	-	148
Hidden Fox Farm	017-PCA	9/5/2021	10/5/2021	170	-	-	-	-	170
Hollywood Music	91421FLORES	9/14/2021	10/14/2021	150	-	-	-	-	150
Hollywood Music	CIMillard816	8/16/2021	9/15/2021	-	30	-	-	-	30
Hollywood Music	CIMillard91Guitar	9/1/2021	10/1/2021	120	-	-	-	-	120
Hollywood Music	CJMillardSept	9/1/2021	10/1/2021	120	-	-	-	-	120
Hollywood Music	CJMillardSeptVoice	9/1/2021	10/1/2021	90	-	-	-	-	90
Homeschool Enrichment Centers	PCA-2021-021	9/10/2021	10/10/2021	1,170	-	-	-	-	1,170
Hooked on Phonics	HOP1299	9/8/2021	10/8/2021	315	-	-	-	-	315
Hope for Reading	1564	9/11/2021	10/11/2021	50	-	-	-	-	50
Hope for Reading	1570	9/11/2021	10/11/2021	40	-	-	-	-	40
Hope for Reading	1571	9/11/2021	10/11/2021	20	-	-	-	-	20
Hope Horse Ranch	2021584001	9/20/2021	10/20/2021	275	-	-	-	-	275
Hope Horse Ranch	2021584002	9/20/2021	10/20/2021	250	-	-	-	-	250
Hope Horse Ranch	2021584003	9/20/2021	10/20/2021	250	-	-	-	-	250
Hope Horse Ranch	2021584005	9/20/2021	10/20/2021	250	-	-	-	-	250
Hope Horse Ranch	2021584007	9/20/2021	10/20/2021	250	-	-	-	-	250
Hope Horse Ranch	2021584010	9/20/2021	10/20/2021	55	-	-	-	-	55
Hope Horse Ranch	2021584012	9/20/2021	10/20/2021	100	-	-	-	-	100
Hope Horse Ranch	2021584014	9/20/2021	10/20/2021	100	-	-	-	-	100
Hope Horse Ranch	2021584016	9/20/2021	10/20/2021	100	-	-	-	-	100
Hope Horse Ranch	2021584018	9/20/2021	10/20/2021	100	-	-	-	-	100
Hope Horse Ranch	2021584022	9/20/2021	10/20/2021	110	-	-	-	-	110
House of Houck, Inc.	7	9/20/2021	10/20/2021	3,830	-	-	-	-	3,830
Image IV Systems	671361	9/14/2021	10/14/2021	112	-	-	-	-	112
Ingenia Institute	1045	9/17/2021	10/17/2021	5,864	-	-	-	-	5,864
Inspire School of Ballet	219	9/13/2021	10/13/2021	360	-	-	-	-	360
Institute for Excellence in Writing	827159	9/13/2021	10/13/2021	37	-	-	-	-	37
Institute for Excellence in Writing	827212	9/13/2021	10/13/2021	44	-	-	-	-	44
Institute for Excellence in Writing	827218	9/13/2021	10/13/2021	216	-	-	-	-	216

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Institute for Excellence in Writing	830416	9/16/2021	10/16/2021	44	-	-	-	-	44
Institute for Excellence in Writing	830750	9/16/2021	10/16/2021	195	-	-	-	-	195
Institute for Excellence in Writing	830810	9/16/2021	10/16/2021	37	-	-	-	-	37
Institute for Excellence in Writing	831066	9/20/2021	10/20/2021	192	-	-	-	-	192
Institute for Excellence in Writing	831210	9/20/2021	10/20/2021	302	-	-	-	-	302
Institute for Excellence in Writing	832168	9/22/2021	10/22/2021	37	-	-	-	-	37
Institute for Excellence in Writing	832326	9/22/2021	10/22/2021	173	-	-	-	-	173
Institute for Excellence in Writing	832893	9/22/2021	10/22/2021	54	-	-	-	-	54
Institute for Excellence in Writing	833255	9/24/2021	10/24/2021	26	-	-	-	-	26
Jerry DeMink	1054	9/14/2021	10/14/2021	330	-	-	-	-	330
Jerry DeMink	1055	9/14/2021	10/14/2021	822	-	-	-	-	822
Jerry DeMink	1056	9/14/2021	10/14/2021	300	-	-	-	-	300
Jerry DeMink	1058	9/20/2021	10/20/2021	102	-	-	-	-	102
Joann Henrickle Horsemanship	INV2131	9/17/2021	10/17/2021	55	-	-	-	-	55
Joann Henrickle Horsemanship	INV2148	9/12/2021	10/12/2021	180	-	-	-	-	180
Kari Behrendt	2021I-6	9/16/2021	10/16/2021	171	-	-	-	-	171
Karin Leonard	0055	9/16/2021	10/16/2021	4,960	-	-	-	-	4,960
Karin Leonard	0058	9/16/2021	10/16/2021	260	-	-	-	-	260
Kimberly Flatt	FLAT091021	9/10/2021	9/10/2021	-	146	-	-	-	146
Kimberly Flatt	FLAT091721	9/17/2021	9/17/2021	-	187	-	-	-	187
KiwiCo, Inc.	SEP-21-PCA-1	9/15/2021	10/15/2021	11,643	-	-	-	-	11,643
Kristin Snookal	SN00090121	9/1/2021	9/1/2021	-	24	-	-	-	24
Kristin Snookal	SN00090121-02	9/1/2021	9/1/2021	-	42	-	-	-	42
Kristin Snookal	SN00090121-03	9/1/2021	9/1/2021	-	42	-	-	-	42
Kristin Snookal	SN00090121-04	9/1/2021	9/1/2021	-	30	-	-	-	30
Kristin Snookal	SN00090221	9/2/2021	9/2/2021	-	30	-	-	-	30
Kristin Snookal	SN00090221-01	9/2/2021	9/2/2021	-	47	-	-	-	47
Kristin Snookal	SN00090221-02	9/2/2021	9/2/2021	-	32	-	-	-	32
Kristin Snookal	SN00090221-03	9/2/2021	9/2/2021	-	44	-	-	-	44
Kristin Snookal	SN00090221-04	9/2/2021	9/2/2021	-	32	-	-	-	32
Kristin Snookal	SN00090221-05	9/2/2021	9/2/2021	-	44	-	-	-	44
LaChrisha Randle	201	8/30/2021	9/29/2021	-	10,808	-	-	-	10,808
Lakeshore	102357091021	9/10/2021	10/10/2021	34	-	-	-	-	34
Lakeshore	105353091021	9/10/2021	10/10/2021	185	-	-	-	-	185
Lakeshore	111871091421	9/14/2021	10/14/2021	43	-	-	-	-	43
Lakeshore	112123091421	9/14/2021	10/14/2021	92	-	-	-	-	92
Lakeshore	112161091421	9/14/2021	10/14/2021	74	-	-	-	-	74
Lakeshore	123952091621	9/16/2021	10/16/2021	67	-	-	-	-	67

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Lakeshore	123952092121	9/21/2021	10/21/2021	54	-	-	-	-	54
Lakeshore	123970091521	9/15/2021	10/15/2021	108	-	-	-	-	108
Lakeshore	129639091721	9/17/2021	10/17/2021	50	-	-	-	-	50
Lakeshore	133975092121	9/21/2021	10/21/2021	12	-	-	-	-	12
Lakeshore	133989092121	9/21/2021	10/21/2021	39	-	-	-	-	39
Lakeshore	137447092121	9/21/2021	10/21/2021	31	-	-	-	-	31
Lakeshore	151794092321	9/23/2021	10/23/2021	152	-	-	-	-	152
Lakeshore	151863092321	9/23/2021	10/23/2021	74	-	-	-	-	74
Lakeshore	421865092021	9/20/2021	10/20/2021	6	-	-	-	-	6
Lakeshore	447024092221	9/22/2021	10/22/2021	39	-	-	-	-	39
Lakeshore	970629091621	9/16/2021	10/16/2021	(43)	-	-	-	-	(43)
Lakeshore	970988091721	9/17/2021	10/17/2021	(65)	-	-	-	-	(65)
Laura DeSoto	2021001	9/15/2021	10/15/2021	7,180	-	-	-	-	7,180
Laura DeSoto	2021002	9/15/2021	10/15/2021	7,820	-	-	-	-	7,820
Laura DeSoto	2021003	9/17/2021	10/17/2021	4,940	-	-	-	-	4,940
Laura DeSoto	2021004	9/23/2021	10/23/2021	1,000	-	-	-	-	1,000
Law Office of Jennifer McQuarrie	3225	9/13/2021	9/13/2021	-	924	-	-	-	924
Leading Note Studios	2116	9/13/2021	9/13/2021	-	157	-	-	-	157
Leading Note Studios	2117	9/13/2021	9/13/2021	-	299	-	-	-	299
Leading Note Studios	2118	9/13/2021	9/13/2021	-	299	-	-	-	299
Leading Note Studios	2119	9/13/2021	9/13/2021	-	299	-	-	-	299
Leading Note Studios	2120	9/13/2021	9/13/2021	-	299	-	-	-	299
Leading Note Studios	2121	9/13/2021	9/13/2021	-	299	-	-	-	299
Leading Note Studios	2122	9/14/2021	9/14/2021	-	299	-	-	-	299
Leading Note Studios	2123	9/14/2021	9/14/2021	-	299	-	-	-	299
Leading Note Studios	2126	9/22/2021	9/22/2021	-	299	-	-	-	299
Leading Note Studios	2128	9/22/2021	9/22/2021	-	299	-	-	-	299
Leading Note Studios	2129	9/22/2021	9/22/2021	-	120	-	-	-	120
Learning A-Z	4114171	8/13/2021	9/12/2021	-	108	-	-	-	108
Learning A-Z	4201767	8/30/2021	9/29/2021	-	12,809	-	-	-	12,809
Learning A-Z	4256442	9/9/2021	10/9/2021	357	-	-	-	-	357
Learning Journeys Forum	1	9/13/2021	10/13/2021	950	-	-	-	-	950
Learning Journeys Forum	2	9/13/2021	10/13/2021	588	-	-	-	-	588
Learning Without Tears	INV125076	9/10/2021	10/10/2021	19	-	-	-	-	19
Learning Without Tears	INV125324	9/14/2021	10/14/2021	29	-	-	-	-	29
Learning Without Tears	INV125369	9/14/2021	10/14/2021	29	-	-	-	-	29
Learning Without Tears	INV125598	9/15/2021	10/15/2021	62	-	-	-	-	62
Learning Without Tears	INV125958	9/17/2021	10/17/2021	29	-	-	-	-	29

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Learning Without Tears	INV126627	9/21/2021	10/21/2021	26	-	-	-	-	26
Learning Without Tears	INV126752	9/22/2021	10/22/2021	32	-	-	-	-	32
Learning Without Tears	INV126783	9/22/2021	10/22/2021	32	-	-	-	-	32
Lenore Johnson	9122021	9/12/2021	10/12/2021	510	-	-	-	-	510
Lenore Johnson	9142021	9/14/2021	10/14/2021	1,068	-	-	-	-	1,068
Lenore Johnson	9152021	9/15/2021	10/15/2021	310	-	-	-	-	310
Linda Hamby	1-Aug	9/12/2021	10/12/2021	1,200	-	-	-	-	1,200
Lisa K. Clark-Burnell	022	9/12/2021	10/12/2021	1,330	-	-	-	-	1,330
Little Passports	117039933	9/15/2021	10/15/2021	213	-	-	-	-	213
Little Passports	117039975	9/15/2021	10/15/2021	310	-	-	-	-	310
Little Passports	117117739	9/15/2021	10/15/2021	221	-	-	-	-	221
Little Passports	117117798	9/15/2021	10/15/2021	313	-	-	-	-	313
Little Passports	117117892	9/15/2021	10/15/2021	168	-	-	-	-	168
Logic of English	SI-134294	9/22/2021	10/22/2021	122	-	-	-	-	122
Logic of English	SI-132790	9/9/2021	10/9/2021	193	-	-	-	-	193
Logic of English	SI-132797	9/9/2021	10/9/2021	92	-	-	-	-	92
Logic of English	SI-133381	9/14/2021	10/14/2021	122	-	-	-	-	122
Logic of English	SI-134104	9/21/2021	10/21/2021	84	-	-	-	-	84
Lori Sandground	091621	9/18/2021	10/18/2021	1,780	-	-	-	-	1,780
LynchDanceInstitute	LDISeptember	9/20/2021	10/20/2021	586	-	-	-	-	586
Mad Dog Math	4479	10/6/2021	10/14/2021	57	-	-	-	-	57
Mad Dog Math	4505	9/21/2021	10/21/2021	101	-	-	-	-	101
Mad Dog Math	4510	9/22/2021	10/22/2021	101	-	-	-	-	101
Marianne R. Hill	57	9/14/2021	10/14/2021	234	-	-	-	-	234
Marianne R. Hill	58	9/13/2021	10/13/2021	215	-	-	-	-	215
Mary Resenbeck	4	9/20/2021	10/20/2021	930	-	-	-	-	930
Math-U-See, Inc.	0725331-IN	8/17/2021	10/16/2021	130	-	-	-	-	130
Math-U-See, Inc.	0725344-IN	8/17/2021	10/16/2021	174	-	-	-	-	174
Math-U-See, Inc.	0726692-IN	8/18/2021	10/17/2021	110	-	-	-	-	110
Math-U-See, Inc.	0726693-IN	8/18/2021	10/17/2021	136	-	-	-	-	136
Math-U-See, Inc.	0726695-IN	8/18/2021	10/17/2021	211	-	-	-	-	211
Math-U-See, Inc.	0726697-IN	8/18/2021	10/17/2021	119	-	-	-	-	119
Math-U-See, Inc.	0726698-IN	8/18/2021	10/17/2021	68	-	-	-	-	68
Math-U-See, Inc.	0727592-IN	8/20/2021	10/19/2021	49	-	-	-	-	49
Math-U-See, Inc.	0727593-IN	8/20/2021	10/19/2021	58	-	-	-	-	58
Math-U-See, Inc.	0728458-IN	8/23/2021	10/22/2021	83	-	-	-	-	83
Math-U-See, Inc.	0728461-IN	8/23/2021	10/22/2021	99	-	-	-	-	99
Math-U-See, Inc.	0729860-IN	8/27/2021	10/26/2021	58	-	-	-	-	58

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Math-U-See, Inc.	0731345-IN	8/31/2021	10/30/2021	41	-	-	-	-	41
Math-U-See, Inc.	0731759-IN	9/1/2021	10/31/2021	174	-	-	-	-	174
Math-U-See, Inc.	0733750-IN	9/8/2021	11/7/2021	119	-	-	-	-	119
Math-U-See, Inc.	0733753-IN	9/8/2021	11/7/2021	173	-	-	-	-	173
Math-U-See, Inc.	0733756-IN	9/8/2021	11/7/2021	68	-	-	-	-	68
Math-U-See, Inc.	0733758-IN	9/8/2021	11/7/2021	68	-	-	-	-	68
Math-U-See, Inc.	0734430-IN	9/10/2021	11/9/2021	60	-	-	-	-	60
Math-U-See, Inc.	0734502-IN	9/10/2021	11/9/2021	199	-	-	-	-	199
Math-U-See, Inc.	0734505-IN	9/10/2021	11/9/2021	174	-	-	-	-	174
Math-U-See, Inc.	0734506-IN	9/10/2021	11/9/2021	174	-	-	-	-	174
Math-U-See, Inc.	0734507-IN	9/10/2021	11/9/2021	58	-	-	-	-	58
Math-U-See, Inc.	0734516-IN	9/10/2021	11/9/2021	128	-	-	-	-	128
Math-U-See, Inc.	0734556-IN	9/10/2021	11/9/2021	41	-	-	-	-	41
McGraw Hill LLC	119210922001	9/2/2021	10/2/2021	718	-	-	-	-	718
McGraw Hill LLC	119224509001	9/3/2021	10/3/2021	268	-	-	-	-	268
McGraw Hill LLC	119412939001	9/9/2021	10/9/2021	482	-	-	-	-	482
MEL Science U.S., LLC	CM2021091906	9/20/2021	10/20/2021	338	-	-	-	-	338
MEL Science U.S., LLC	CS2021092115	9/21/2021	10/21/2021	226	-	-	-	-	226
MEL Science U.S., LLC	DS2021092302	9/23/2021	10/23/2021	226	-	-	-	-	226
MEL Science U.S., LLC	RW2021091515	9/15/2021	10/15/2021	301	-	-	-	-	301
Melinda J. Beebe	90921	9/9/2021	10/9/2021	80	-	-	-	-	80
Mercurius	99679	9/24/2021	11/23/2021	8	-	-	-	-	8
Meredith Barr	503	9/16/2021	10/16/2021	413	-	-	-	-	413
Michael Dvoskin	17092021	9/17/2021	10/17/2021	350	-	-	-	-	350
Mike Slayen	2298	9/9/2021	9/9/2021	-	92	-	-	-	92
Mike Slayen	2299	9/9/2021	9/9/2021	-	92	-	-	-	92
Mike Slayen	2306	9/16/2021	9/16/2021	-	92	-	-	-	92
Mike Slayen	2307	9/16/2021	9/16/2021	-	92	-	-	-	92
Mike Slayen	2308	9/16/2021	9/16/2021	-	92	-	-	-	92
Mike Slayen	2309	9/16/2021	9/16/2021	-	92	-	-	-	92
Misty Gonzalez	GONZ091721	9/17/2021	9/17/2021	-	240	-	-	-	240
Monart	47297	9/17/2021	10/17/2021	125	-	-	-	-	125
Monart	47298	9/17/2021	10/17/2021	80	-	-	-	-	80
Monart	47299	9/17/2021	10/17/2021	80	-	-	-	-	80
Monart	47300	9/17/2021	10/17/2021	125	-	-	-	-	125
Monart	47302	9/17/2021	10/17/2021	125	-	-	-	-	125
Moving Beyond the Page	260695	9/21/2021	10/21/2021	1,018	-	-	-	-	1,018
Moving Beyond the Page	260713	9/21/2021	10/21/2021	1,039	-	-	-	-	1,039

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Moving Beyond the Page	260872	9/23/2021	10/23/2021	27	-	-	-	-	27
Moving Beyond the Page	260897	9/23/2021	10/23/2021	953	-	-	-	-	953
Moving Beyond the Page	260934	9/24/2021	10/24/2021	235	-	-	-	-	235
Moving Beyond the Page	260935	9/24/2021	10/24/2021	219	-	-	-	-	219
MoxieBox Art, Inc.	7993	9/19/2021	10/19/2021	166	-	-	-	-	166
MoxieBox Art, Inc.	8006	9/19/2021	10/19/2021	295	-	-	-	-	295
MoxieBox Art, Inc.	8007	9/19/2021	10/19/2021	295	-	-	-	-	295
Ms Mariah's Music	2078	9/1/2021	10/1/2021	192	-	-	-	-	192
Murphy Language Arts LLC	INV0170	9/12/2021	10/12/2021	510	-	-	-	-	510
Murrieta Dance Project	235	9/22/2021	10/22/2021	209	-	-	-	-	209
Music Speaks Studio	21-1569	9/23/2021	10/23/2021	120	-	-	-	-	120
Music Speaks Studio	21-1570	9/23/2021	10/23/2021	120	-	-	-	-	120
Mystery Science Inc.	124262	9/20/2021	10/20/2021	69	-	-	-	-	69
Mystery Science Inc.	148203	8/17/2021	9/16/2021	-	89	-	-	-	89
Mystery Science Inc.	156230	9/15/2021	10/15/2021	69	-	-	-	-	69
Mystery Science Inc.	157013	9/22/2021	10/22/2021	69	-	-	-	-	69
Mystic Equine	44	9/13/2021	10/13/2021	500	-	-	-	-	500
Mystic Equine	46	9/13/2021	10/13/2021	700	-	-	-	-	700
Natalie Braun	1140	9/12/2021	9/12/2021	-	240	-	-	-	240
Natalie Braun	1141	9/12/2021	9/12/2021	-	120	-	-	-	120
New West Ballet School	76	9/16/2021	10/16/2021	100	-	-	-	-	100
New West Ballet School	77	9/16/2021	10/16/2021	100	-	-	-	-	100
Nicole the Math Lady, LLC.	3699	9/14/2021	10/14/2021	59	-	-	-	-	59
Nicole the Math Lady, LLC.	3700	9/14/2021	10/14/2021	59	-	-	-	-	59
Nicole the Math Lady, LLC.	3752	9/19/2021	10/19/2021	79	-	-	-	-	79
Nicole the Math Lady, LLC.	3797	9/24/2021	10/24/2021	59	-	-	-	-	59
Nicole the Math Lady, LLC.	3798	9/24/2021	10/24/2021	59	-	-	-	-	59
Nicole the Math Lady, LLC.	3799	9/24/2021	10/24/2021	129	-	-	-	-	129
Noemi Cienega-Ovando	KNM100	9/17/2021	9/17/2021	-	270	-	-	-	270
North County Academy of Dance	2021090101	9/9/2021	10/9/2021	3,977	-	-	-	-	3,977
North County Academy of Dance	2021090102	9/12/2021	10/12/2021	1,479	-	-	-	-	1,479
Oak Meadow Inc	124999	9/10/2021	10/10/2021	199	-	-	-	-	199
Oak Meadow Inc	125776	9/21/2021	10/21/2021	709	-	-	-	-	709
Oak Meadow Inc	126072	9/24/2021	10/24/2021	337	-	-	-	-	337
Oak Meadow Inc	126083	9/24/2021	10/24/2021	719	-	-	-	-	719
Oceanside Gymnastics	Drickill1-2122	9/15/2021	10/15/2021	233	-	-	-	-	233
Oceanside Gymnastics	Leitz1-2122	9/16/2021	10/16/2021	220	-	-	-	-	220
Office Depot, Inc	189091702001	9/13/2021	10/3/2021	56	-	-	-	-	56

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Office Depot, Inc	189705360001	9/13/2021	10/3/2021	319	-	-	-	-	319
Office Depot, Inc	192105248001	9/16/2021	10/10/2021	47	-	-	-	-	47
Office Depot, Inc	192230489001	9/10/2021	10/3/2021	234	-	-	-	-	234
Office Depot, Inc	192354236001	9/10/2021	10/3/2021	2	-	-	-	-	2
Office Depot, Inc	193139302001	9/16/2021	10/10/2021	57	-	-	-	-	57
Office Depot, Inc	193178521001	9/16/2021	10/10/2021	223	-	-	-	-	223
Office Depot, Inc	193256247001	9/7/2021	10/3/2021	323	-	-	-	-	323
Office Depot, Inc	193263204001	9/7/2021	10/3/2021	83	-	-	-	-	83
Office Depot, Inc	194372046001	9/15/2021	10/10/2021	23	-	-	-	-	23
Office Depot, Inc	194376227001	9/15/2021	10/10/2021	21	-	-	-	-	21
Office Depot, Inc	194376228001	9/15/2021	10/10/2021	4	-	-	-	-	4
Office Depot, Inc	195413908001	9/17/2021	10/10/2021	192	-	-	-	-	192
Office Depot, Inc	195677651001	9/20/2021	10/10/2021	34	-	-	-	-	34
Peace Hill Press, Inc dba Well Trained	54560	9/10/2021	10/10/2021	22	-	-	-	-	22
Peace Hill Press, Inc dba Well Trained	54561	9/10/2021	10/10/2021	22	-	-	-	-	22
Peace Hill Press, Inc dba Well Trained	54570	9/13/2021	10/13/2021	69	-	-	-	-	69
Peace Hill Press, Inc dba Well Trained	54595	9/14/2021	10/14/2021	45	-	-	-	-	45
Peace Hill Press, Inc dba Well Trained	54615	9/17/2021	10/17/2021	33	-	-	-	-	33
Peace Hill Press, Inc dba Well Trained	54635	9/22/2021	10/22/2021	20	-	-	-	-	20
Peace Hill Press, Inc dba Well Trained	54645	9/23/2021	10/23/2021	43	-	-	-	-	43
Peace Hill Press, Inc dba Well Trained	54654	9/24/2021	10/24/2021	54	-	-	-	-	54
Play-Well TEKnologies	11-91059-PCA	9/21/2021	10/21/2021	2,750	-	-	-	-	2,750
Play-Well TEKnologies	11-91061-PCA	9/21/2021	10/21/2021	2,475	-	-	-	-	2,475
Play-Well TEKnologies	11-91090-PCA	9/21/2021	10/21/2021	1,650	-	-	-	-	1,650
Playground Players Productions	157	8/24/2021	9/8/2021	-	8,435	-	-	-	8,435
Power of Leverage Brazilian Jiu Jitsu	120	9/15/2021	10/15/2021	140	-	-	-	-	140
Power of Leverage Brazilian Jiu Jitsu	121	9/15/2021	10/15/2021	140	-	-	-	-	140
Procopio, Cory, Hargreaves & Savitch	768567	9/9/2021	9/9/2021	-	7,304	-	-	-	7,304
Prodigies	10953	9/13/2021	9/13/2021	-	151	-	-	-	151
Provenance	1436	4/1/2020	5/1/2020	-	-	-	-	3,301	3,301
Provenance	1646	5/19/2020	5/19/2020	-	-	-	-	44,660	44,660
Provenance	1782	6/11/2020	6/11/2020	-	-	-	-	24,280	24,280
Provenance	1873	6/24/2020	6/24/2020	-	-	-	-	14,004	14,004
Provenance	1901	6/25/2020	6/25/2020	-	-	-	-	56,532	56,532
Provenance	2694	6/15/2020	6/15/2020	-	-	-	-	15,250	15,250
Provenance	2705	6/15/2020	6/15/2020	-	-	-	-	15,629	15,629
Provenance	2907	7/1/2020	7/1/2020	-	-	-	-	80,307	80,307
Provenance	2955	7/2/2020	7/2/2020	-	-	-	-	7,350	7,350

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Provenance	3062	7/15/2020	7/15/2020	-	-	-	-	43,607	43,607
Provenance	3109	7/30/2020	7/30/2020	-	-	-	-	2,800	2,800
Provenance	3550	9/22/2020	9/22/2020	-	-	-	-	1,141	1,141
Provenance	3627	10/7/2020	11/6/2020	-	-	-	-	1,600	1,600
Provenance	3692	10/21/2020	11/21/2020	-	-	-	-	130	130
Provenance	3784	10/27/2020	10/27/2020	-	-	-	-	10,710	10,710
Provenance	3812	10/30/2020	10/30/2020	-	-	-	-	12,236	12,236
Provenance	3830	11/9/2020	12/9/2020	-	-	-	-	5,418	5,418
Provenance	3905	11/16/2020	12/16/2020	-	-	-	-	100	100
Provenance	3919	11/16/2020	12/16/2020	-	-	-	-	49,172	49,172
Provenance	4149	12/16/2020	12/16/2020	-	-	-	-	500	500
Provenance	4159	11/30/2020	12/30/2020	-	-	-	-	275	275
Provenance	4162	12/18/2020	12/18/2020	-	-	-	-	504	504
Provenance	4176	12/18/2020	1/17/2021	-	-	-	-	12,566	12,566
Provenance	4317	1/19/2021	2/18/2021	-	-	-	-	400	400
Provenance	4329	1/19/2021	2/18/2021	-	-	-	-	673	673
Provenance	4344	1/19/2021	2/18/2021	-	-	-	-	10,374	10,374
Provenance	4356	1/20/2021	2/19/2021	-	-	-	-	1,250	1,250
Provenance	4366	1/20/2021	2/19/2021	-	-	-	-	1,316	1,316
Provenance	4372	1/20/2021	2/19/2021	-	-	-	-	6,148	6,148
Provenance	4417	1/28/2021	2/27/2021	-	-	-	-	4,706	4,706
Provenance	4425	1/28/2021	2/27/2021	-	-	-	-	141	141
Provenance	4434	1/28/2021	2/27/2021	-	-	-	-	12,650	12,650
Provenance	4439	1/29/2021	2/28/2021	-	-	-	-	650	650
Provenance	4442	1/29/2021	2/28/2021	-	-	-	-	275	275
Provenance	4443	1/29/2021	2/28/2021	-	-	-	-	48	48
Provenance	4457	2/2/2021	3/4/2021	-	-	-	-	21,140	21,140
Provenance	4491	2/11/2021	3/13/2021	-	-	-	-	2,300	2,300
Provenance	4583	2/18/2021	3/20/2021	-	-	-	-	4,306	4,306
Provenance	4593	2/23/2021	3/25/2021	-	-	-	-	54	54
Provenance	4595	2/23/2021	3/25/2021	-	-	-	-	732	732
Provenance	4619	2/25/2021	3/27/2021	-	-	-	-	301	301
Provenance	4621	2/25/2021	3/27/2021	-	-	-	-	139	139
Provenance	4622	2/25/2021	3/27/2021	-	-	-	-	72	72
Provenance	4625	2/26/2021	3/28/2021	-	-	-	-	48	48
Provenance	4648	3/12/2021	4/11/2021	-	-	-	-	48	48
Provenance	4676	3/16/2021	4/15/2021	-	-	-	-	100	100
Provenance	4761	3/23/2021	4/22/2021	-	-	-	-	4,614	4,614

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Provenance	4766	3/25/2021	4/24/2021	-	-	-	-	10,094	10,094
Provenance	4774	3/26/2021	4/25/2021	-	-	-	-	4,225	4,225
Provenance	4793	3/30/2021	4/29/2021	-	-	-	-	41	41
Provenance	4799	3/31/2021	4/30/2021	-	-	-	-	650	650
Provenance	4807	3/31/2021	4/30/2021	-	-	-	-	2,465	2,465
Provenance	4830	4/12/2021	5/12/2021	-	-	-	-	945	945
Provenance	4927	4/21/2021	5/21/2021	-	-	-	-	14	14
Provenance	5037	5/18/2021	6/17/2021	-	-	-	-	4,772	4,772
Provenance	PROV041321	4/13/2021	4/13/2021	-	-	-	-	3,650	3,650
Rachael Kone	100	8/16/2021	9/15/2021	-	105	-	-	-	105
Rachael Kone	102	9/20/2021	10/20/2021	140	-	-	-	-	140
Rachel Bailey	01-2021B	9/10/2021	10/10/2021	959	-	-	-	-	959
Rachel Fitzgerald	091721	9/17/2021	10/17/2021	4,360	-	-	-	-	4,360
Rachel Robinson	1	9/14/2021	9/14/2021	-	525	-	-	-	525
Rachel Urbina	EG09PCA	9/17/2021	10/17/2021	315	-	-	-	-	315
Rainbow Resource Center	3539534	9/13/2021	10/13/2021	44	-	-	-	-	44
Rainbow Resource Center	3539544	9/13/2021	10/13/2021	129	-	-	-	-	129
Rainbow Resource Center	3539550	9/13/2021	10/13/2021	382	-	-	-	-	382
Rainbow Resource Center	3539552	9/13/2021	10/13/2021	28	-	-	-	-	28
Rainbow Resource Center	3539557	9/13/2021	10/13/2021	113	-	-	-	-	113
Rainbow Resource Center	3539560	9/13/2021	10/13/2021	124	-	-	-	-	124
Rainbow Resource Center	3539569	9/13/2021	10/13/2021	72	-	-	-	-	72
Rainbow Resource Center	3541262	9/14/2021	10/14/2021	398	-	-	-	-	398
Rainbow Resource Center	3541271	9/14/2021	10/14/2021	384	-	-	-	-	384
Rainbow Resource Center	3541273	9/14/2021	10/14/2021	529	-	-	-	-	529
Rainbow Resource Center	3541300	9/14/2021	10/14/2021	518	-	-	-	-	518
Rainbow Resource Center	3541706	9/14/2021	10/14/2021	176	-	-	-	-	176
Rainbow Resource Center	3543495	9/15/2021	10/15/2021	198	-	-	-	-	198
Rainbow Resource Center	3543500	9/15/2021	10/15/2021	234	-	-	-	-	234
Rainbow Resource Center	3543513	9/15/2021	10/15/2021	358	-	-	-	-	358
Rainbow Resource Center	3543527	9/15/2021	10/15/2021	124	-	-	-	-	124
Rainbow Resource Center	3543535	9/16/2021	10/16/2021	112	-	-	-	-	112
Rainbow Resource Center	3545198	9/16/2021	10/16/2021	33	-	-	-	-	33
Rainbow Resource Center	3545202	9/16/2021	10/16/2021	30	-	-	-	-	30
Rainbow Resource Center	3545204	9/16/2021	10/16/2021	29	-	-	-	-	29
Rainbow Resource Center	3545206	9/16/2021	10/16/2021	29	-	-	-	-	29
Rainbow Resource Center	3545483	9/16/2021	10/16/2021	113	-	-	-	-	113
Rainbow Resource Center	3545487	9/16/2021	10/16/2021	117	-	-	-	-	117

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Rainbow Resource Center	3545492	9/16/2021	10/16/2021	30	-	-	-	-	30
Rainbow Resource Center	3545506	9/16/2021	10/16/2021	158	-	-	-	-	158
Rainbow Resource Center	3545570	9/16/2021	10/16/2021	146	-	-	-	-	146
Rainbow Resource Center	3545574	9/16/2021	10/16/2021	23	-	-	-	-	23
Rainbow Resource Center	3545576	9/16/2021	10/16/2021	142	-	-	-	-	142
Rainbow Resource Center	3547100	9/17/2021	10/17/2021	49	-	-	-	-	49
Rainbow Resource Center	3547111	9/17/2021	10/17/2021	19	-	-	-	-	19
Rainbow Resource Center	3547116	9/17/2021	10/17/2021	24	-	-	-	-	24
Rainbow Resource Center	3547133	9/17/2021	10/17/2021	16	-	-	-	-	16
Rainbow Resource Center	3547136	9/17/2021	10/17/2021	19	-	-	-	-	19
Rainbow Resource Center	3547644	9/17/2021	10/17/2021	43	-	-	-	-	43
Rainbow Resource Center	3547785	9/17/2021	10/17/2021	57	-	-	-	-	57
Rainbow Resource Center	3547812	9/17/2021	10/17/2021	29	-	-	-	-	29
Rainbow Resource Center	3548381	9/20/2021	10/20/2021	133	-	-	-	-	133
Rainbow Resource Center	3548548	9/20/2021	10/20/2021	73	-	-	-	-	73
Rainbow Resource Center	3548672	9/20/2021	10/20/2021	48	-	-	-	-	48
Rainbow Resource Center	3550385	9/21/2021	10/21/2021	78	-	-	-	-	78
Rainbow Resource Center	3550586	9/21/2021	10/21/2021	33	-	-	-	-	33
Rainbow Resource Center	3550590	9/21/2021	10/21/2021	76	-	-	-	-	76
Rainbow Resource Center	3550596	9/21/2021	10/21/2021	47	-	-	-	-	47
Rainbow Resource Center	3550600	9/21/2021	10/21/2021	66	-	-	-	-	66
Rainbow Resource Center	3550603	9/21/2021	10/21/2021	39	-	-	-	-	39
Rainbow Resource Center	3550867	9/21/2021	10/21/2021	22	-	-	-	-	22
Rainbow Resource Center	3551670	9/22/2021	10/22/2021	220	-	-	-	-	220
Rainbow Resource Center	3551671	9/22/2021	10/22/2021	74	-	-	-	-	74
Rainbow Resource Center	3552312	9/22/2021	10/22/2021	132	-	-	-	-	132
Rainbow Resource Center	3552319	9/22/2021	10/22/2021	61	-	-	-	-	61
Rainbow Resource Center	3552325	9/22/2021	10/22/2021	118	-	-	-	-	118
Rainbow Resource Center	3552337	9/22/2021	10/22/2021	41	-	-	-	-	41
Rainbow Resource Center	3552338	9/22/2021	10/22/2021	44	-	-	-	-	44
Rainbow Resource Center	3552339	9/22/2021	10/22/2021	177	-	-	-	-	177
Rainbow Resource Center	3552340	9/22/2021	10/22/2021	111	-	-	-	-	111
Rainbow Resource Center	3552346	9/22/2021	10/22/2021	135	-	-	-	-	135
Rainbow Resource Center	3553226	9/23/2021	10/23/2021	70	-	-	-	-	70
Rainbow Resource Center	3553229	9/23/2021	10/23/2021	74	-	-	-	-	74
Rainbow Resource Center	3553243	9/23/2021	10/23/2021	52	-	-	-	-	52
Rainbow Resource Center	3554541	9/24/2021	10/24/2021	30	-	-	-	-	30
Rainbow Resource Center	3554555	9/24/2021	10/24/2021	117	-	-	-	-	117

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Rainbow Resource Center	3554841	9/24/2021	10/24/2021	32	-	-	-	-	32
Rainbow Resource Center	3554860	9/24/2021	10/24/2021	54	-	-	-	-	54
Rainbow Resource Center	3554865	9/24/2021	10/24/2021	33	-	-	-	-	33
Rainbow Resource Center	3555068	9/24/2021	10/24/2021	34	-	-	-	-	34
Rainbow Resource Center	3555077	9/24/2021	10/24/2021	61	-	-	-	-	61
Rainbow Resource Center	3555116	9/24/2021	10/24/2021	56	-	-	-	-	56
Rainbow Resource Center	3555117	9/24/2021	10/24/2021	66	-	-	-	-	66
Rainbow Resource Center	3555118	9/24/2021	10/24/2021	42	-	-	-	-	42
Rainbow Resource Center	3555289	9/24/2021	10/24/2021	131	-	-	-	-	131
Ramona Rebels Elite	40	3/1/2021	3/31/2021	-	-	-	-	350	350
Ramona Rebels Elite	41	4/1/2021	5/1/2021	-	-	-	-	1,050	1,050
Ramona Rebels Elite	42	5/1/2021	5/31/2021	-	-	-	-	840	840
Rebecca Droigk	18	9/15/2021	10/15/2021	275	-	-	-	-	275
Rebecca Droigk	19	9/15/2021	10/15/2021	275	-	-	-	-	275
Rebecca Droigk	20	9/15/2021	10/15/2021	200	-	-	-	-	200
Rebecca Droigk	21	9/13/2021	10/13/2021	275	-	-	-	-	275
Rebecca Droigk	22	9/13/2021	10/13/2021	275	-	-	-	-	275
Rebecca Droigk	23	9/13/2021	10/13/2021	275	-	-	-	-	275
Rebecca Droigk	25	9/15/2021	10/15/2021	275	-	-	-	-	275
Rebecca Droigk	26	9/15/2021	10/15/2021	275	-	-	-	-	275
Rebecca Droigk	27	9/15/2021	10/15/2021	240	-	-	-	-	240
Rebecca Droigk	29	9/15/2021	10/15/2021	275	-	-	-	-	275
Rebecca Droigk	30	9/15/2021	10/15/2021	275	-	-	-	-	275
Rebecca Droigk	31	9/16/2021	10/16/2021	275	-	-	-	-	275
Rebecca Droigk	32	9/15/2021	10/15/2021	275	-	-	-	-	275
Rebecca Droigk	33	9/15/2021	10/15/2021	275	-	-	-	-	275
Robin Dapper	BeGISm9.15	9/15/2021	10/15/2021	1,725	-	-	-	-	1,725
Rock Creek Enrichment Center	20212000	9/21/2021	10/21/2021	1,199	-	-	-	-	1,199
Rock Creek Enrichment Center	20212001	9/21/2021	10/21/2021	370	-	-	-	-	370
Rock Creek Enrichment Center	20212002	9/21/2021	10/21/2021	1,000	-	-	-	-	1,000
Rock Creek Enrichment Center	20212003	9/21/2021	10/21/2021	670	-	-	-	-	670
Rock Creek Enrichment Center	20212004	9/21/2021	10/21/2021	768	-	-	-	-	768
Rock Creek Enrichment Center	20212007	9/21/2021	10/21/2021	1,400	-	-	-	-	1,400
Rock Creek Enrichment Center	20212008	9/21/2021	10/21/2021	749	-	-	-	-	749
Rock Creek Enrichment Center	20212009	9/21/2021	10/21/2021	749	-	-	-	-	749
Rock Creek Enrichment Center	20212010	9/21/2021	10/21/2021	1,174	-	-	-	-	1,174
Rock Creek Enrichment Center	20212011	9/21/2021	10/21/2021	999	-	-	-	-	999
Rock Creek Enrichment Center	20212012	9/21/2021	10/21/2021	894	-	-	-	-	894

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Rock Creek Enrichment Center	20212013	9/21/2021	10/21/2021	1,018	-	-	-	-	1,018
Rock Creek Enrichment Center	20212014	9/21/2021	10/21/2021	1,409	-	-	-	-	1,409
Rock Creek Enrichment Center	20212015	9/21/2021	10/21/2021	1,409	-	-	-	-	1,409
Rock Creek Enrichment Center	20212017	9/21/2021	10/21/2021	485	-	-	-	-	485
Rock Creek Enrichment Center	20212018	9/21/2021	10/21/2021	620	-	-	-	-	620
Rock Creek Enrichment Center	20212022	9/21/2021	10/21/2021	1,217	-	-	-	-	1,217
Rock Creek Enrichment Center	20212023	9/21/2021	10/21/2021	1,447	-	-	-	-	1,447
Rock Creek Enrichment Center	20212024	9/21/2021	10/21/2021	1,447	-	-	-	-	1,447
Rock Creek Enrichment Center	20212027	9/21/2021	10/21/2021	620	-	-	-	-	620
Rock Creek Enrichment Center	20212028	9/21/2021	10/21/2021	550	-	-	-	-	550
Rock Creek Enrichment Center	20212030	9/21/2021	10/21/2021	924	-	-	-	-	924
Rock Creek Enrichment Center	20212031	9/21/2021	10/21/2021	590	-	-	-	-	590
Rock Creek Enrichment Center	20212032	9/21/2021	10/21/2021	1,344	-	-	-	-	1,344
Rock Creek Enrichment Center	20212035	9/21/2021	10/21/2021	1,343	-	-	-	-	1,343
Rock Creek Enrichment Center	20212036	9/21/2021	10/21/2021	575	-	-	-	-	575
Rock Creek Enrichment Center	20212037	9/21/2021	10/21/2021	575	-	-	-	-	575
Rock Creek Enrichment Center	20212038	9/21/2021	10/21/2021	575	-	-	-	-	575
Rock Creek Enrichment Center	20212044	9/21/2021	10/21/2021	1,225	-	-	-	-	1,225
Rock Creek Enrichment Center	20212045	9/21/2021	10/21/2021	1,075	-	-	-	-	1,075
Rock Creek Enrichment Center	20212046	9/21/2021	10/21/2021	1,150	-	-	-	-	1,150
Rock Creek Enrichment Center	20212047	9/21/2021	10/21/2021	1,030	-	-	-	-	1,030
Rock Creek Enrichment Center	20212048	9/21/2021	10/21/2021	1,230	-	-	-	-	1,230
Rock Creek Enrichment Center	20212049	9/21/2021	10/21/2021	730	-	-	-	-	730
Rock Creek Enrichment Center	20212050	9/21/2021	10/21/2021	1,000	-	-	-	-	1,000
Rock Creek Enrichment Center	20212052	9/11/2021	10/11/2021	650	-	-	-	-	650
Rock Creek Enrichment Center	20212053	9/21/2021	10/21/2021	1,500	-	-	-	-	1,500
Rock Creek Enrichment Center	20212054	9/21/2021	10/21/2021	750	-	-	-	-	750
Rock Creek Enrichment Center	20212055	9/21/2021	10/21/2021	750	-	-	-	-	750
Rock Creek Enrichment Center	20212056	9/21/2021	10/21/2021	740	-	-	-	-	740
Rock Creek Enrichment Center	20212057	9/21/2021	10/21/2021	740	-	-	-	-	740
Rock Creek Enrichment Center	20212061	9/21/2021	10/21/2021	575	-	-	-	-	575
Rock Creek Enrichment Center	20212062	9/21/2021	10/21/2021	575	-	-	-	-	575
Rock Creek Enrichment Center	20212063	9/21/2021	10/21/2021	395	-	-	-	-	395
Rock Creek Enrichment Center	20212064	9/21/2021	10/21/2021	825	-	-	-	-	825
Rock Creek Enrichment Center	20212065	9/21/2021	10/21/2021	825	-	-	-	-	825
Rock Creek Enrichment Center	20212066	9/21/2021	10/21/2021	1,024	-	-	-	-	1,024
Rock Creek Enrichment Center	20212067	9/21/2021	10/21/2021	250	-	-	-	-	250
Rock Creek Enrichment Center	20212068	9/21/2021	10/21/2021	250	-	-	-	-	250

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Rock Creek Enrichment Center	20212069	9/21/2021	10/21/2021	395	-	-	-	-	395
Rock Creek Enrichment Center	20212072	9/21/2021	10/21/2021	774	-	-	-	-	774
Rock Creek Enrichment Center	20212073	9/21/2021	10/21/2021	199	-	-	-	-	199
Rock Creek Enrichment Center	20212075	9/21/2021	10/21/2021	850	-	-	-	-	850
Rosemary Sorola	PACFALL2021-1	9/23/2021	10/23/2021	275	-	-	-	-	275
Russian School of Mathematics	SEP920214	9/20/2021	10/20/2021	330	-	-	-	-	330
Russian School of Mathematics	SEP920215	9/20/2021	10/20/2021	388	-	-	-	-	388
Ruth Opilas	202107	9/21/2021	10/21/2021	2,100	-	-	-	-	2,100
San Diego Danceworks	302	9/13/2021	10/13/2021	85	-	-	-	-	85
San Diego Danceworks	303	9/13/2021	10/13/2021	340	-	-	-	-	340
San Diego Harp Academy	34	9/22/2021	10/22/2021	255	-	-	-	-	255
San Diego Harp Academy	35	9/22/2021	10/22/2021	460	-	-	-	-	460
San Diego Horse Rentals LLC	ASAPOZ2	9/14/2021	9/14/2021	-	65	-	-	-	65
San Diego Horse Rentals LLC	GSAPOZ2	9/14/2021	9/14/2021	-	65	-	-	-	65
San Diego Horse Rentals LLC	LNELSON3	9/11/2021	9/11/2021	-	220	-	-	-	220
San Diego Horse Rentals LLC	NSAPOZ1	9/14/2021	9/14/2021	-	130	-	-	-	130
San Diego Liberal Arts Academy	3666	9/14/2021	10/14/2021	925	-	-	-	-	925
San Diego Liberal Arts Academy	3666-1	9/14/2021	10/14/2021	625	-	-	-	-	625
San Diego Liberal Arts Academy	3666-2	9/14/2021	10/14/2021	925	-	-	-	-	925
San Diego Liberal Arts Academy	3667	9/18/2021	10/18/2021	300	-	-	-	-	300
San Diego Liberal Arts Academy	3668	9/20/2021	10/20/2021	1,225	-	-	-	-	1,225
San Diego Liberal Arts Academy	3669	9/22/2021	10/22/2021	900	-	-	-	-	900
Sand n Straw LLC	PCAsept2021	9/22/2021	9/22/2021	-	3,557	-	-	-	3,557
Sarah Lowery Piano Studio	30	9/10/2021	10/10/2021	100	-	-	-	-	100
Sarah Lowery Piano Studio	31	9/10/2021	10/10/2021	100	-	-	-	-	100
Sarah Lowery Piano Studio	32	9/10/2021	10/10/2021	125	-	-	-	-	125
Schaumann Studios	NESTMAN01	9/13/2021	10/13/2021	1,768	-	-	-	-	1,768
Schumacher Tutoring	182 Revised	9/24/2021	10/24/2021	1,225	-	-	-	-	1,225
Science 2 U	S2UPCA09102021	9/10/2021	10/10/2021	5,140	-	-	-	-	5,140
Sebesta's Rocking K Ranch	1039	9/14/2021	10/14/2021	720	-	-	-	-	720
Sebesta's Rocking K Ranch	1040	9/14/2021	10/14/2021	315	-	-	-	-	315
Sebesta's Rocking K Ranch	1041	9/22/2021	10/22/2021	720	-	-	-	-	720
Seven Spears Martial Arts Academy	301-R	9/1/2021	10/1/2021	334	-	-	-	-	334
Seven Spears Martial Arts Academy	712	9/1/2021	10/1/2021	175	-	-	-	-	175
SHI International Corp	B54023757	9/9/2021	10/9/2021	435,700	-	-	-	-	435,700
Shirley Stafford	A. Girard 7	9/18/2021	10/18/2021	65	-	-	-	-	65
Shirley Stafford	Brit. Owen #18	9/18/2021	10/18/2021	130	-	-	-	-	130
Shirley Stafford	G. Hornby #16	9/18/2021	10/18/2021	130	-	-	-	-	130

Pacific Coast Academy

Accounts Payable Aging

September 30, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Shirley Stafford	Ja. French #20	9/18/2021	10/18/2021	130	-	-	-	-	130
Shirley Stafford	Je. French #19	9/18/2021	10/18/2021	130	-	-	-	-	130
Shirley Stafford	Jeff. French #15	9/18/2021	10/18/2021	130	-	-	-	-	130
Shirley Stafford	Jochens #12	9/18/2021	10/18/2021	65	-	-	-	-	65
Shirley Stafford	Jochens #13	9/18/2021	10/18/2021	130	-	-	-	-	130
Shirley Stafford	Ju. French #12	9/18/2021	10/18/2021	130	-	-	-	-	130
Shirley Stafford	M. Girard #15	9/18/2021	10/18/2021	130	-	-	-	-	130
Shirley Stafford	Owen #34	9/18/2021	10/18/2021	130	-	-	-	-	130
Shirley Stafford	S. Hornby #1	9/18/2021	10/18/2021	130	-	-	-	-	130
Shuebox Educational Services- Rebecc	2021-fall, Sholes,Wang,Bae	8/5/2021	9/4/2021	-	3,155	-	-	-	3,155
Shuebox Educational Services- Rebecc	2021-fall, Zapf	9/14/2021	10/14/2021	385	-	-	-	-	385
Singapore Math Inc.	426120c	8/13/2021	9/12/2021	-	(122)	-	-	-	(122)
Singapore Math Inc.	429830	9/22/2021	10/22/2021	27	-	-	-	-	27
Singapore Math Inc.	431122	9/22/2021	10/22/2021	52	-	-	-	-	52
Singapore Math Inc.	432456	9/21/2021	10/21/2021	27	-	-	-	-	27
Singapore Math Inc.	433125	9/21/2021	10/21/2021	27	-	-	-	-	27
Singapore Math Inc.	433135	9/21/2021	10/21/2021	27	-	-	-	-	27
Singapore Math Inc.	433152	9/21/2021	10/21/2021	27	-	-	-	-	27
Singapore Math Inc.	433196	9/22/2021	10/22/2021	61	-	-	-	-	61
Singapore Math Inc.	433286	9/17/2021	10/17/2021	19	-	-	-	-	19
Singapore Math Inc.	435689	8/30/2021	9/29/2021	-	40	-	-	-	40
Singapore Math Inc.	437270	9/22/2021	10/22/2021	148	-	-	-	-	148
Singapore Math Inc.	437306	9/21/2021	10/21/2021	24	-	-	-	-	24
Singapore Math Inc.	438861	9/10/2021	10/10/2021	121	-	-	-	-	121
Singapore Math Inc.	438865	9/10/2021	10/10/2021	121	-	-	-	-	121
Singapore Math Inc.	438884	9/11/2021	10/11/2021	106	-	-	-	-	106
Singapore Math Inc.	438913	9/10/2021	10/10/2021	119	-	-	-	-	119
Singapore Math Inc.	439055	9/13/2021	10/13/2021	66	-	-	-	-	66
Singapore Math Inc.	439451	9/14/2021	10/14/2021	80	-	-	-	-	80
Singapore Math Inc.	439507	9/14/2021	10/14/2021	146	-	-	-	-	146
Singapore Math Inc.	439695	9/15/2021	10/15/2021	131	-	-	-	-	131
Singapore Math Inc.	439748	9/14/2021	10/14/2021	27	-	-	-	-	27
Singapore Math Inc.	439944	9/15/2021	10/15/2021	66	-	-	-	-	66
Singapore Math Inc.	439950	9/15/2021	10/15/2021	109	-	-	-	-	109
Singapore Math Inc.	440126	9/16/2021	10/16/2021	100	-	-	-	-	100
Singapore Math Inc.	440129	9/16/2021	10/16/2021	119	-	-	-	-	119
Singapore Math Inc.	440135	9/16/2021	10/16/2021	106	-	-	-	-	106
Singapore Math Inc.	440137	9/16/2021	10/16/2021	61	-	-	-	-	61

Pacific Coast Academy

Accounts Payable Aging

September 30, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Singapore Math Inc.	440161	9/16/2021	10/16/2021	106	-	-	-	-	106
Singapore Math Inc.	440649	9/22/2021	10/22/2021	38	-	-	-	-	38
Singapore Math Inc.	440703	9/20/2021	10/20/2021	85	-	-	-	-	85
Singapore Math Inc.	440704	9/20/2021	10/20/2021	85	-	-	-	-	85
Singapore Math Inc.	440838	9/21/2021	10/21/2021	106	-	-	-	-	106
Singapore Math Inc.	441083	9/23/2021	10/23/2021	94	-	-	-	-	94
Singapore Math Inc.	441085	9/23/2021	10/23/2021	42	-	-	-	-	42
Singapore Math Inc.	441086	9/23/2021	10/23/2021	165	-	-	-	-	165
Singapore Math Inc.	441433	9/23/2021	10/23/2021	85	-	-	-	-	85
Singapore Math Live, LLC	914212	9/14/2021	10/14/2021	100	-	-	-	-	100
South Carolina Department of Revenue	SOUT092021	9/20/2021	9/20/2021	-	25	-	-	-	25
Specialized Therapy Services, Inc.	PCAC01-0721	7/31/2021	9/9/2021	-	3,089	-	-	-	3,089
Starfall Education Foundation	2541-4586-1064	9/14/2021	10/14/2021	35	-	-	-	-	35
Starfall Education Foundation	3167-7336-7177	9/22/2021	10/22/2021	35	-	-	-	-	35
Staump Productions	0082621-02	9/16/2021	10/16/2021	160	-	-	-	-	160
Staump Productions	0091421-01	9/14/2021	10/14/2021	160	-	-	-	-	160
Studies Weekly	408714	9/7/2021	9/23/2021	-	88	-	-	-	88
Studies Weekly	411263	9/2/2021	9/30/2021	32	-	-	-	-	32
Studies Weekly	411711	9/2/2021	10/1/2021	32	-	-	-	-	32
Studies Weekly	411712	9/2/2021	10/1/2021	65	-	-	-	-	65
Studies Weekly	411720	9/2/2021	10/1/2021	32	-	-	-	-	32
Studies Weekly	411726	9/2/2021	10/1/2021	98	-	-	-	-	98
Studies Weekly	411734	9/2/2021	10/1/2021	98	-	-	-	-	98
Studies Weekly	412160	9/2/2021	10/2/2021	33	-	-	-	-	33
Studies Weekly	412163	9/2/2021	10/2/2021	32	-	-	-	-	32
Studies Weekly	413022	9/7/2021	10/7/2021	32	-	-	-	-	32
Studies Weekly	413150	9/8/2021	10/7/2021	32	-	-	-	-	32
Studies Weekly	413155	9/8/2021	10/7/2021	32	-	-	-	-	32
Studies Weekly	413158	9/8/2021	10/7/2021	32	-	-	-	-	32
Studies Weekly	413160	9/7/2021	10/7/2021	65	-	-	-	-	65
Studies Weekly	413365	9/8/2021	10/7/2021	97	-	-	-	-	97
Studies Weekly	413547	9/9/2021	10/8/2021	65	-	-	-	-	65
Studies Weekly	413555	9/9/2021	10/8/2021	65	-	-	-	-	65
Studies Weekly	413589	9/9/2021	10/8/2021	97	-	-	-	-	97
Studies Weekly	413623	9/9/2021	10/8/2021	32	-	-	-	-	32
Studies Weekly	414310	9/10/2021	10/9/2021	65	-	-	-	-	65
Studies Weekly	414337	9/10/2021	10/9/2021	65	-	-	-	-	65
Studies Weekly	414456	9/10/2021	10/10/2021	32	-	-	-	-	32

Pacific Coast Academy

Accounts Payable Aging

September 30, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Studies Weekly	414460	9/10/2021	10/10/2021	32	-	-	-	-	32
Studies Weekly	414468	9/10/2021	10/10/2021	32	-	-	-	-	32
Sunshine Vibes LLC	SunVib 1038	9/15/2021	10/15/2021	200	-	-	-	-	200
Sunshine Vibes LLC	SunVib 1039	9/15/2021	10/15/2021	200	-	-	-	-	200
Swiftkick Martial Arts	2024	9/18/2021	10/18/2021	145	-	-	-	-	145
Tammi Bueno	13	9/12/2021	10/12/2021	178	-	-	-	-	178
Teacher Synergy, LLC	164702159	9/13/2021	10/4/2021	32	-	-	-	-	32
Teacher Synergy, LLC	164798282	9/14/2021	10/5/2021	18	-	-	-	-	18
Teacher Synergy, LLC	164854182	9/14/2021	10/5/2021	50	-	-	-	-	50
Teacher Synergy, LLC	164872860	9/14/2021	10/5/2021	50	-	-	-	-	50
Teacher Synergy, LLC	164887463	9/14/2021	10/5/2021	16	-	-	-	-	16
Teacher Synergy, LLC	164991107	9/15/2021	10/6/2021	52	-	-	-	-	52
Teacher Synergy, LLC	165020830	9/15/2021	10/6/2021	27	-	-	-	-	27
Teacher Synergy, LLC	165024017	9/15/2021	10/6/2021	31	-	-	-	-	31
Teacher Synergy, LLC	165184872	9/16/2021	10/7/2021	29	-	-	-	-	29
Teacher Synergy, LLC	165187551	9/16/2021	10/7/2021	76	-	-	-	-	76
Teacher Synergy, LLC	165232565	9/16/2021	10/7/2021	11	-	-	-	-	11
Teacher Synergy, LLC	165234114	9/16/2021	10/7/2021	160	-	-	-	-	160
Teacher Synergy, LLC	165236293	9/16/2021	10/7/2021	31	-	-	-	-	31
Teacher Synergy, LLC	165668754	9/20/2021	10/11/2021	36	-	-	-	-	36
Teacher Synergy, LLC	165669312	9/20/2021	10/11/2021	27	-	-	-	-	27
Teacher Synergy, LLC	165669496	9/20/2021	10/11/2021	54	-	-	-	-	54
Teacher Synergy, LLC	165690710	9/20/2021	10/11/2021	35	-	-	-	-	35
Teacher Synergy, LLC	165694259	9/20/2021	10/11/2021	90	-	-	-	-	90
Teacher Synergy, LLC	165694348	9/20/2021	10/11/2021	31	-	-	-	-	31
Teacher Synergy, LLC	165697723	9/20/2021	10/11/2021	8	-	-	-	-	8
Teacher Synergy, LLC	165820159	9/21/2021	10/12/2021	177	-	-	-	-	177
Teacher Synergy, LLC	165829644	9/21/2021	10/12/2021	10	-	-	-	-	10
Teacher Synergy, LLC	165829962	9/21/2021	10/12/2021	90	-	-	-	-	90
Teacher Synergy, LLC	165836251	9/21/2021	10/12/2021	15	-	-	-	-	15
Teacher Synergy, LLC	165860760	9/21/2021	10/12/2021	15	-	-	-	-	15
Teacher Synergy, LLC	166026417	9/22/2021	10/13/2021	4	-	-	-	-	4
Teacher Synergy, LLC	166044699	9/22/2021	10/13/2021	27	-	-	-	-	27
Teacher Synergy, LLC	166046483	9/22/2021	10/13/2021	259	-	-	-	-	259
Teacher Synergy, LLC	166059628	9/22/2021	10/13/2021	25	-	-	-	-	25
Teacher Synergy, LLC	166211714	9/23/2021	10/14/2021	1	-	-	-	-	1
Teacher Synergy, LLC	166226645	9/23/2021	10/14/2021	8	-	-	-	-	8
Teacher Synergy, LLC	166337445	9/24/2021	10/15/2021	10	-	-	-	-	10

Pacific Coast Academy

Accounts Payable Aging

September 30, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Teaching Textbooks	39865	9/10/2021	10/10/2021	43	-	-	-	-	43
Teaching Textbooks	39963	9/13/2021	10/13/2021	67	-	-	-	-	67
Teaching Textbooks	39966	9/13/2021	10/13/2021	43	-	-	-	-	43
Teaching Textbooks	40060	9/15/2021	10/15/2021	55	-	-	-	-	55
Teaching Textbooks	40061	9/15/2021	10/15/2021	67	-	-	-	-	67
Teaching Textbooks	40062	9/15/2021	10/15/2021	55	-	-	-	-	55
Teaching Textbooks	40063	9/15/2021	10/15/2021	67	-	-	-	-	67
Teaching Textbooks	40120	9/15/2021	10/15/2021	67	-	-	-	-	67
Teaching Textbooks	40124	9/15/2021	10/15/2021	55	-	-	-	-	55
Teaching Textbooks	40125	9/15/2021	10/15/2021	43	-	-	-	-	43
Teaching Textbooks	40186	9/17/2021	10/17/2021	43	-	-	-	-	43
Teaching Textbooks	40187	9/17/2021	10/17/2021	43	-	-	-	-	43
Teaching Textbooks	40206	9/17/2021	10/17/2021	67	-	-	-	-	67
Teaching Textbooks	40251	9/20/2021	10/20/2021	67	-	-	-	-	67
Teaching Textbooks	40252	9/20/2021	10/20/2021	43	-	-	-	-	43
Teaching Textbooks	40253	9/20/2021	10/20/2021	67	-	-	-	-	67
Teaching Textbooks	40264	9/20/2021	10/20/2021	55	-	-	-	-	55
Teaching Textbooks	40265	9/20/2021	10/20/2021	43	-	-	-	-	43
Teaching Textbooks	40302	9/21/2021	10/21/2021	43	-	-	-	-	43
Teaching Textbooks	40312	9/21/2021	10/21/2021	67	-	-	-	-	67
Teaching Textbooks	40358	9/22/2021	10/22/2021	43	-	-	-	-	43
The Critical Thinking Co.	178962A	9/21/2021	10/21/2021	81	-	-	-	-	81
The Writtenburg Door	WDPCA09062021	9/15/2021	10/15/2021	12,455	-	-	-	-	12,455
The Young Actor's Studio	0156	9/13/2021	9/13/2021	-	175	-	-	-	175
The Young Actor's Studio	0158	9/21/2021	9/21/2021	-	350	-	-	-	350
Timberdoodle.com	373162	9/8/2021	10/8/2021	76	-	-	-	-	76
Timberdoodle.com	373209	9/8/2021	10/8/2021	59	-	-	-	-	59
Timberdoodle.com	373796	9/14/2021	10/14/2021	90	-	-	-	-	90
Timberdoodle.com	373819	9/14/2021	10/14/2021	996	-	-	-	-	996
Timberdoodle.com	373964	9/15/2021	10/15/2021	527	-	-	-	-	527
Timberdoodle.com	373977	9/15/2021	10/15/2021	525	-	-	-	-	525
Toni Brooks	1-2021	9/20/2021	10/20/2021	5,075	-	-	-	-	5,075
Toni Brooks	2-2021	9/20/2021	10/20/2021	810	-	-	-	-	810
Total Raptor eXperience	0000517	9/11/2021	10/10/2021	250	-	-	-	-	250
Total Raptor eXperience	0000518	9/11/2021	11/10/2021	250	-	-	-	-	250
Twist N U	092121	9/21/2021	10/21/2021	720	-	-	-	-	720
U.S. Music Lessons	mmcarthur0921	9/20/2021	10/20/2021	144	-	-	-	-	144
U.S. Music Lessons	nstijacic0821	8/26/2021	9/25/2021	-	135	-	-	-	135

Pacific Coast Academy**Accounts Payable Aging****September 30, 2021**

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
U.S. Music Lessons	rmcarthur0921	9/20/2021	10/20/2021	144	-	-	-	-	144
USKA	009	9/15/2021	10/15/2021	248	-	-	-	-	248
Vex Robotics, Inc	515197	7/28/2021	8/27/2021	-	-	127	-	-	127
Wagner's School of Music, LLC	5369	9/15/2021	9/15/2021	-	98	-	-	-	98
Wagner's School of Music, LLC	5372	9/14/2021	9/14/2021	-	75	-	-	-	75
Wagner's School of Music, LLC	5373	9/13/2021	9/13/2021	-	176	-	-	-	176
Wagner's School of Music, LLC	5374	9/13/2021	9/13/2021	-	98	-	-	-	98
Wagner's School of Music, LLC	5375	9/14/2021	9/14/2021	-	176	-	-	-	176
Wagner's School of Music, LLC	5376	9/1/2021	9/1/2021	-	98	-	-	-	98
Wagner's School of Music, LLC	5377	9/14/2021	9/14/2021	-	150	-	-	-	150
Wagner's School of Music, LLC	5378	9/13/2021	9/13/2021	-	98	-	-	-	98
Wagner's School of Music, LLC	5380	9/13/2021	9/13/2021	-	176	-	-	-	176
Wagner's School of Music, LLC	5381	9/16/2021	9/16/2021	-	158	-	-	-	158
Wagner's School of Music, LLC	5383	9/13/2021	9/13/2021	-	176	-	-	-	176
Wagner's School of Music, LLC	5384	9/13/2021	9/13/2021	-	332	-	-	-	332
Wagner's School of Music, LLC	5385	9/1/2021	9/1/2021	-	98	-	-	-	98
Wagner's School of Music, LLC	5388	9/1/2021	9/1/2021	-	98	-	-	-	98
Wagner's School of Music, LLC	5389	8/1/2021	8/1/2021	-	-	332	-	-	332
Wagner's School of Music, LLC	5390	9/1/2021	9/1/2021	-	606	-	-	-	606
Wagner's School of Music, LLC	5391	9/1/2021	9/1/2021	-	176	-	-	-	176
Wagner's School of Music, LLC	5392	9/15/2021	9/15/2021	-	78	-	-	-	78
Wagner's School of Music, LLC	5393	9/14/2021	9/14/2021	-	49	-	-	-	49
Wagner's School of Music, LLC	5394	9/1/2021	9/1/2021	-	176	-	-	-	176
Wagner's School of Music, LLC	5395	9/1/2021	9/1/2021	-	98	-	-	-	98
Wagner's School of Music, LLC	5397	9/1/2021	9/1/2021	-	75	-	-	-	75
Wexplore LLC	114	9/18/2021	10/18/2021	1,800	-	-	-	-	1,800
Wexplore LLC	115	9/20/2021	10/20/2021	1,160	-	-	-	-	1,160
White Dragon Martial Arts	090921	9/9/2021	10/9/2021	232	-	-	-	-	232
White Dragon Martial Arts	091421	9/9/2021	10/9/2021	232	-	-	-	-	232

Pacific Coast Academy**Accounts Payable Aging**

September 30, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Whitebrook Farm	September 2021 PCA	9/22/2021	9/22/2021	-	225	-	-	-	225
Wieser Educational	96048	9/14/2021	10/14/2021	254	-	-	-	-	254
WriteAtHome, Inc	314427676	9/13/2021	10/13/2021	499	-	-	-	-	499
WriteAtHome, Inc	314427711	9/14/2021	10/14/2021	499	-	-	-	-	499
WriteAtHome, Inc	314427712	9/14/2021	10/14/2021	499	-	-	-	-	499
WriteAtHome, Inc	314427713	9/14/2021	10/14/2021	499	-	-	-	-	499
WriteAtHome, Inc	314427714	9/14/2021	10/14/2021	499	-	-	-	-	499
Xtreme Fit Temecula	6031	9/15/2021	9/15/2021	-	179	-	-	-	179
YMCA of San Diego County	9-2021	9/20/2021	10/20/2021	600	-	-	-	-	600
Total Outstanding Payables in September				\$ 764,446	\$126,329	\$ 737	\$ -	\$505,858	\$ 1,397,371

Cover Sheet

2021-2022 Compensation Policy

Section: V. Consent Agenda
Item: C. 2021-2022 Compensation Policy

Purpose:

Submitted by:

Related Material:

PCA 2021-2022 Compensation Policy_v3_8.31.2021_Redlined_10.19.2021.pdf

BACKGROUND:

Staff recommends the Board approve the proposed changes to the current Compensation Policy. The changes would be for the 2021-22 school year. Changes have been made to reflect new roles and compensation

Changes Include:

- Added deadline for submitting additional units for additional pay
- Added High School Academic Support Coordinator stipend of \$15,000
- Added SPED Extra Student Sub pay of \$150 per student per month

-- Updated stipend policy for teachers who cover or are assigned an additional section of an HQT-led course, to better reflect the time commitment required.



Pacific Coast Academy

Compensation Policy

2021-2022

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COMPENSATION POLICY

DEDICATION TO NON-DISCRIMINATION

It is the policy of Pacific Coast Academy not to discriminate on the basis of race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations.

IMPORTANT INFORMATION

- This summary does not alter the at-will nature of the employment relationship and nothing in this summary shall limit the School's right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. This includes, without limitation, the School's right to modify the compensation of any employee at any time, with or without notice and with or without cause.
- The School Board adopts this compensation schedule for Pacific Coast Academy. Pay increases are not granted automatically each year; therefore, neither past nor future compensation can be calculated, assumed, or predicted on the basis of this schedule or any information contained herein. Compensation of any employee may also be adjusted at any time based on operational needs of the School.
- The Executive Director shall recommend compensation for all School staff, consistent with the budget approved by the School Board. An employee's regular compensation is paid on a semi-monthly basis in accordance with the School's payroll practices and policies.
- The School reserves the right to change, suspend, revoke, terminate, or supersede provisions of this compensation schedule at any time. To the extent any of provisions herein differ from the terms of an employee's employment agreement, the terms of the agreement shall prevail.

COMPENSATION PHILOSOPHY

A compensation philosophy is a statement that defines what an organization offers and chooses to reward via its compensation system. The School's compensation philosophy places emphasis on equity, transparency, excellence, and commitment. These five key values are the foundation for all School compensation structures and practices.

We Offer

- Comprehensive compensation packages for all staff, including base salary and benefits. Certain employees may be eligible for bonuses and stipends, as set forth herein.
- A dynamic culture and vibrant community of colleagues united by shared dedication to students, a commitment to innovation, and a strong growth mindset.
- Unique career pathways, growth and development opportunities, and leadership roles that encourage staff to challenge themselves.
- Equitable compensation, regardless of gender, race/ethnicity, national origin, sexual orientation, age, religion, disability or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations.
- A transparent and clearly communicated compensation system, so that staff understand what factors may determine individual compensation and how and when potential changes to compensation will be affected.

We Recognize and Reward

- Exceptional performance and contributions that enable excellent student outcomes.
- Commitment of staff who contribute to the long-term success of our students and our organization.

For Teachers

- Given the role they play in providing educational services, teachers are particularly critical to the success of our mission. As such, we offer teacher compensation to attract and retain talented educators, and we specially recognize and reward:
 - Exceptional teacher performance that leads to growth and excellence for students
 - Commitment of teachers who develop deep, high-quality educational experience (within or outside of the school) and assume critical leadership responsibilities

MEDICAL OPT-OUT STIPEND

Employees may elect not to enroll in any of the medical plans offered by the Charter School. The employee must certify that they have medical coverage for themselves and eligible dependents elsewhere that is comparable to one of the plans offered by the Charter School. They will receive an employer contribution of \$250 per month.

CERTIFICATED COMPENSATION

Certificated Definition

For the purpose of this policy, certificated is defined as any position that requires a certificate and/or

credential as defined by the California Teaching Commission (CTC).

Teacher Definition

For purposes of this schedule, a teacher is defined as a person who has a valid credential or certificate that allows them to teach a specific subject matter or special education.

Salary Placement Guidelines

Upon hire, each employee's salary placement will be calculated based on the YEAR an employee fits, and in accordance to the professional and teaching experience gathered in previous years in the institutions outlined in this manual and on other factors such as prior performance (which includes a rehired employee).

The starting salary of a new employee may exceed the salary of a current employee in the same position based on the new employee's years of experience.

Creditable Years of Experience

- The School has the option to grant one (1) YEAR for each one (1) year of approved creditable teaching or professional experience up to 5 (five) years with placement on year 5 (five).
- An additional year may be granted for teachers who have school-desired experience in what the school determines to be "hard-to-staff" positions.
- One year of creditable professional or teaching experience will be granted for full-time employment, which is employment for 100% of an institution's normal work schedule during the school year.
- A partial year of creditable professional or teaching experience can be granted for up to a year of part-time employment, which is less than 100% of an institution's normal work schedule during the school year.
- Creditable professional or teaching experience may be earned in:
 - California and US public, charter, and private elementary and secondary schools
 - Accredited foreign public, charter, and private elementary and secondary schools
 - California, US, and foreign accredited universities and colleges
 - Non-public special education contract schools for special education teachers
 - Other regionally accredited educational institutions
- Creditable teaching experience is experience as a teacher in one of the institutions outlined above.
- A maximum of 2 years of substitute teaching experience in California and US public, charter, and private elementary or secondary schools may be accepted.
- Two years of teacher assistant experience in the above institutions will be equal to 1 YEAR in the Salary Schedule up to a maximum of 2 YEARS.
- Other relevant professional experience may be considered by the Executive Director or designee.

The Executive Director or his or her designee may adjust a rehired teacher's placement on the Salary

Schedule as appropriate based on the employee's accumulated experience following the teacher's separation from the School, which may result in a higher or lower placement on the schedule than the teacher would have otherwise been placed had the teacher been continuously employed.

Credential/Certification

- Teachers holding a valid and active credential (i.e., preliminary, clear, lifetime) California teaching certificate at the time of hiring/rehiring will generally be compensated in accordance with the applicable teacher Salary Schedule (B Basis, C Basis or Special Education) for certificated teachers.
- The School may hire teachers with a bachelor's degree who do not hold a clear teaching credential. Staff holding an alternative certification (intern, emergency, or preliminary credential) are rated on the same salary teacher schedule as certificated teachers.
- A teacher is eligible to advance to the proper Salary Schedule level once they meet the requirement for that specific Salary Schedule level and group based on their creditable years of service and post bachelor's degree units, if applicable. Course work is creditable for row placement and advancement if it is a course taken for credit at an accredited institution, reasonably related to the employee's assignment or future assignment, and posted as semester, quarter, or trimester units on an official transcript in the institution's graduate course number series.
- During the rate-in-process for new hires Executive Directors may approve additional units earned beyond post-baccalaureate credits equivalent to 4-semester units for each year starting with year 15. A candidate can earn a maximum of 60 credits for experience based on Executive Director approval.
- For any given school year, teachers must submit any successfully completed post-BA units no later than October 31 in order for the units to be applied to the teacher's salary in that school year. Any proof of successfully completed post-BA units submitted to the School after October 31 will not result in an adjustment to compensation until the following school year.
- Any increase in pay resulting from an advancement on the Salary Schedule based on the successful completion of post-BA units will not take effect until after the School's receipt of sufficient documentation supporting the advancement. Pay increases for post-BA units will not be paid retroactively. For illustration purposes, if a teacher ~~is awarded a degree~~ completes graduate level coursework on January 15 and provides ~~proof of the degree~~ an official transcript on May 1, any advancement on the Salary Schedule and increase in pay will be effective beginning the next school year. The teacher will not be paid at the higher rate of compensation retroactively (i.e., for the periods between January 15 and July 1).
- If a teacher ~~is awarded a degree~~ completes graduate level coursework on August 15 and provides ~~proof of the degree~~ an official transcript on October 15 20, any advancement on the Salary Schedule and increase in pay will be effective beginning the first pay period following October 15 20. The teacher will not be paid at the higher rate of compensation during the periods between August 15 and October 15 31. The teacher would receive the advancement starting the next pay

period of November 1-15.

Advanced Degree/Certificate Stipends

- Teachers who hold a Doctoral degree are entitled to additional compensation of \$3,000 stipend in addition to their current annual salary on the Salary Schedule.
- The stipend is not included in your annual salary and may be processed separately from regular earnings.
- National Board Certificate (NBC) holders are entitled to a \$3,000 stipend in addition to current annual salary on the Salary Schedule.
- Proof of National Board Certificate (NBC) and Doctoral Degrees must be submitted by October 31 in order for stipend to be paid for that year. Any submission after October 31 will result in stipend for the following year.
- The stipends will be paid as set forth in the Stipend Chart below.

Signing Bonus

If the School decides to issue signing bonuses, the following requirements shall apply.

- Signing bonuses may be offered to teachers certified in an area of critical concern as defined by the School, to promote diversity, or to address specific concerns at the school.
- The Executive Director shall designate the individuals authorized to receive the signing bonus.
- The signing bonus must be approved by the Board.
- To qualify for a signing bonus, the teacher must:
 - Be certified in the field they are hired to teach.
 - Teach in that field of the bonus.

Supplemental Duty Stipends

- Stipends are assigned and approved by the Executive Director or his/her designee at the beginning of the school year or semester or as otherwise noted in the chart below.
- Staff who perform the Supplemental duties outlined in the chart below are eligible to receive the corresponding stipends as indicated and only if assigned/awarded to the staff member by the Executive Director or his/her designee. The number of stipends awarded under each category and/or the periods of service during the school year are at the sole discretion of the Executive Director or his/her designee.
- Supplemental duty stipends are authorized for the specific year assigned and are not renewed for the future years unless specifically authorized for those years. This means additional duties such as Student Support Coordinator, SPED Lead Teacher, etc. are assigned on a year-by-year basis and are not guaranteed responsibilities that carry over from year to year.
- Supplemental pay will cease when there is no need for the duty, the employee becomes ineligible

or as otherwise determined in the sole discretion of the School.

- The School, in its sole discretion, may choose not to offer certain stipends.
- Stipend amounts and requirements will be reviewed periodically and may be modified from time to time at the sole discretion of the School.
- Supplemental duty stipends are prorated and will be paid as set forth in the below Stipend Chart once the Supplemental duty has started.
- Student stipends are paid bi-monthly based on the teacher roster from August 2 through June 6.
- The Executive Director has been delegated authority to change the stipend amounts and add or change stipends based on the need of the school throughout the year in line with the board adopted budget.

Voluntary Transfer to Lower Role Placement or Teaching position

Employees approved to voluntarily transfer to a position in a lower placement on the Salary Schedule will be placed in the new salary placement or teacher Salary Schedule, and the salary will be calculated as it is in the new placement or schedule.

Additional Supplement Bonus ("Supplement")

The Executive Director may recommend a Supplement for teachers as set forth in this section.

- The Executive Director, in his or her sole discretion, shall determine what duties shall be Supplemented based upon the operational needs of the school.
- A Supplement is not automatic, and can be provided at the discretion and approval of the Executive Director, based on additional work beyond the regular work responsibilities.
- A Supplement will be paid to the employee in accordance with the schedule provided by the School at the time of Supplement award.
- The Supplemental award shall not exceed \$35,000 or 50% of annual salary.
- All Supplements listed are paid for the performance of duties beyond the regular work day and normal job responsibilities and are not approved solely on the basis of position classification or previous Supplement payment. Additional time spent fulfilling job duties does not constitute a basis for compensation beyond the teachers' regular salary.
- Teacher Supplements will be set forth in a Supplement Performance Order. The Supplement Performance Order Request shall be completed and signed by the teacher and the Executive Director prior to performing the Supplemental duties.
- Supplements will be paid in installments or one lump sum if less than \$1,001. However, this option will not be available where it would cause the employee to receive compensation prior to providing the service.
- Additional Supplements may include things such as Winter Break Coverage, Extra Student Pay and Enrollment Milestones.
- To qualify for an extended duty Supplement, the following criteria must be met as requested and

assigned by the Executive Director:

- The Executive Director must first agree with the teacher on the terms.
- The Supplemental work must be separate from the normal job responsibilities.
- The work must be completed or in the progress of being completed.

PART-TIME TEACHERS

For All Part-Time Teachers

- Part-time/Full-time Status: Compensation for part-time teachers will be \$30.00 per hour. Estimated hours for part-time teachers each week includes a maximum of 10 hours per week for approved non- instructional activities (recruiting, planning, grading, parent conferences, etc.) and one (1) additional hour per week per enrolled student. Part-time teachers are pre-approved for the hours according to the schedule below. This allotted time should be sufficient to complete each part-time teacher's duties. All time worked will be compensated at the part-time teacher's hourly rate. Part-time teachers will work no more than the number of approved hours per week specified in the schedule for the 5 floating days in July. If a part-time teacher anticipates exceeding the number of approved hours per week due to the attendance in the back to school training sessions, the teacher must obtain prior approval.
- Part-time teachers must accurately record and timely submit records of all time worked and observe all lunch and rest breaks as outlined in the School's Employee Handbook. Part-time employees may not work overtime (i.e., over 8 hours in a workday or 40 hours per workweek) without written authorization from their direct supervisor.
- When a case load of 20 students is reached, employees may be rated in and placed on a Salary Schedule and given health care benefits contingent upon the teacher's expected maintenance of a case load at the norm of 28 students for full-time teachers. Carrying a caseload of less than 28 students over a course of three (3) consecutive months may result in a return to part-time status.

CLASSIFIED COMPENSATION

Experience and Placement

- Each classified employee will be placed on the Pay Scale based on their creditable years of experience, which will be categorized as equivalent or applicable experience.
- Equivalent experience is the directly related experience of an employee to the position held or hired. Applicable experience is the other administrative, teaching, or professional experience which is not directly related to the position held or hired.
 - Example: Office Manager experience at a private school is accepted as equivalent experience for a person in the Office Manager position, but teaching experience will be applicable experience.
 - Example: SPED Instructional Aide at a school district, or a company may be equivalent experience for the SPED Instructional Aide position, but SPED Center Aide will be

applicable experience.

- The evaluation of prior experience and placement on the Pay Scale will be recommended by the Human Resources Department and the Executive Director or designee makes the final decision, consistent with the School's approved budget.
- The following criteria will be considered in the evaluation of prior experience:
 - The number of days worked in a year must be at least 180 days as a full-time employee
 - The percentage of days worked
 - Position held
 - Type of the organization and accreditation
- Each equivalent year of creditable experience will be equal to 1 YEAR, and each year of creditable applicable experience will be equal to a 0.5 YEAR. If the total years of experience is a fraction of a whole, it will be rounded up.
 - Example: 3.5 YEARS will be rounded to 4.0 YEARS of experience.
- Rehired employee's years of experience in the same or higher salary placements will be treated as equivalent experience.
- The starting salary of a new employee may exceed the salary of a current employee in the same position based on the creditable years of experience as defined herein.
- Creditable experience may be earned from other schools, districts or any other employer.
- The Executive Director shall recommend the creation of new positions as needed and will evaluate and recommend placement of the new positions in the appropriate role, together with any necessary budget adjustments required, to be approved by the School Board.

Role/Salary Placements

All positions are classified according to the corresponding role and/or salary placements based on the required set of skills, education, effort, and responsibility of the job assignment as indicated in the specific job description. All positions may be reclassified as necessary by the Executive Director or designee. Some hard-to-staff positions may be compensated out of the Pay Scale as approved by the Executive Director.

Advancements on Pay Scale

An advancement on the Pay Scale is the placement of an employee from a position in a lower salary placement to a position in a higher salary placement and will be determined on the same basis and factors articulated herein.

Lateral Transfer

A lateral transfer is the movement of an employee from one position to another within the same salary placement. The employee may continue to progress in the same salary placement as experience in the position is accumulated. Prior experience will not be re-evaluated for purposes of placement or advancement in the new salary placement.

Partial Assignments

In cases where a classified employee has been given multiple assignments (e.g. a SPED coordinator with partial ESL duties), the employee will be placed on the Pay Scale (or salary placement) with the higher salary.

Reassignments

- Employees approved to voluntarily transfer to a position in a lower placement on the Pay Scale, if applicable, will be placed in the new salary placement, and the salary will be calculated as it is in the new placement or Pay Scale.
- When an employee is reassigned for any reason to a position in a lower salary placement, the employee's salary will be lowered during the next payroll cycle, or when determined by the Executive Director to avoid disruption so long as it is not earlier than the next payroll period.

Rehires

- A former employee who returns to a position similar to the role held prior to separation will be placed on the Pay Scale as follows:
 - The converted grade and step of individuals who separated employment will be identified for appropriate entry placement on the Pay Scale.
 - All applicable work experience earned outside of Pacific Coast Academy, subsequent to separation, may be identified and used for credit as equivalent experience in accordance with the creditable years of service as described herein.

Experience – Non-Exempt Employees

- Each non-exempt employee will be placed on the Pay Scale based on their years of relevant experience. Although non-exempt employees may be paid a monthly salary (paid on a semi-monthly basis), all non-exempt salaried employees will be paid for all hours worked and are eligible for overtime in accordance with applicable law. Employees should receive approval from their supervisor before working overtime.
- The evaluation of prior experience will be made by the Executive Director or his/her designee. The following criteria, among others, may be considered in evaluation of prior experience:
 - The number of days worked in a year must be at least 180 days as a full-time employee
 - The percentage of days worked
 - Position held
 - Type of the organization and accreditation
- Experience including secretarial, clerical, teaching, professional, and substitute experience may be credited.
- Each year of experience may be 1 YEAR in the Pay Scale.
- The starting salary of a new employee may exceed the salary of a current employee in the same

position based on their years of experience.

- Experience may be earned in other districts or other companies.
- The Executive Director or his or her designee may adjust a rehired non-exempt employee's placement on the Pay Scale as appropriate based on the employee's accumulated relevant experience following the employee's separation from the School, which may result in a higher or lower placement on the scale than the employee would have otherwise been placed had the employee been continuously employed. Adjustments to an employee's salary may be made in any subsequent school year.

Additional Supplement Bonus ("Supplement")

The Executive Director may recommend a Supplement for classified staff members as set forth in this section.

- An Executive Director, in his or her sole discretion, shall determine what duties shall be Supplemented based upon the operational needs of the school.
- A Supplement is not automatic, and can be provided at the discretion and approval of the Executive Director, based on additional work beyond the regular work responsibilities.
- A Supplement will be paid to the employee in accordance with the chart provided by the School at the time of Supplement award.
- The Supplemental award shall not exceed \$35,000 or 50% of annual salary.
- All Supplements awarded are paid for the performance of duties beyond the regular work day and normal job responsibilities and are not approved solely on the basis of position classification or previous Supplement payment. Additional time spent fulfilling job duties does not constitute a basis for compensation beyond the classified staff members' regular salary.
- Classified staff member's Supplements will be set forth in a Supplement Performance Order. The Supplement Performance Order Request shall be completed and signed by the classified staff member and the Executive Director prior to performing the Supplemental duties.
- Supplements will be paid in installments or one lump sum if less than \$1,001. However, this option will not be available where it would cause the employee to receive compensation prior to providing the service.
- Additional Supplements may include things such as Winter Break Coverage and Enrollment Milestones.
- To qualify for an extended duty Supplement, the following criteria must be met as requested and assigned by the Executive Director:
 - The Executive Director must first agree with the classified staff member on the terms.
 - The Supplemental work must be separate from the normal job responsibilities.
 - The work must be completed or in the progress of being completed.

APPENDICIES

A. STIPEND CHART

B. SALARY SCHEDULES AND PAY SCALES

C. PART-TIME TEACHER HOURLY SCHEDULE

Pacific Coast Academy
July 1, 2021 – Stipend Chart
Page 1 of 7

Description	Amount	Eligibility	Eligibility Start	Period Paid
504 Coordinator	\$15,000	Assigned Position: Paid to certificated teachers who facilitate 504 meetings.	Eligibility starts at the beginning of the school year and once the supervising begins.	Paid bimonthly over 10 months; August-May. Will be prorated based on period of service during the school year.
Academic Decathlon Coach/Advisor	\$2,500	Assigned Position: Paid to a certificated teacher to teach Academic Decathlon courses and prepare students for competition.	Eligibility starts at the beginning of the school year and once the support begins.	Paid biweekly over 10 months of the student calendar. Will be prorated based on period of service during the school year.
Academic Pentathlon Coach/Advisor	\$2,500	Assigned Position: Paid to a certificated teacher to teach Academic Pentathlon courses and prepare students for competition.	Eligibility starts at the beginning of the school year and once the support begins.	Paid biweekly over 10 months of the student calendar. Will be prorated based on period of service during the school year.
Career Technical Education (CTE)	\$5,000	Paid to CTE credentialed teachers who applied and received the position to be on the team.	Eligibility starts at the beginning of the school year or whenever job duties begin, whichever is later.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.
CHYA Stipend	\$2,500	Assigned Position: Paid to a certificated teacher to provide office hours and instruction/support with CHYA curriculum.	Eligibility is earned after service has been completed from start date to end date.	Paid as a lump sum after completion of the work.

Pacific Coast Academy
July 1, 2021 – Stipend Chart
Page 2 of 7

Description	Amount	Eligibility	Eligibility Start	Period Paid
Counselor - Pupil Personnel Services (PPS) Stipend	\$8,500	Paid to PPS credentialed teachers who applied and received the position to be on the team.	Eligibility starts at the beginning of the school year or whenever job duties begin, whichever is later.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.
Doctoral Degree Stipend	\$3,000	Provided to teachers who hold a doctorate degree.	For current employees who obtain the certification before October 31 of the current school year.	Paid in 2 installments in December and in March. The total stipend amount will only be paid to current employees.
ELD Teacher Stipend	\$15,000	Assigned Position: Paid to credentialed teacher who applied and received the position to facilitate designated ELD instruction for EL students.	Eligibility starts at the beginning of the school year and once the supervising begins.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.
Elevate Lead Teacher Stipend	\$3,000	Assigned Position: Paid to a certificated teacher who facilitates online instruction and regular events for the Elevate Program.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.
Elevate Lead Teacher Summer Stipend	\$300	Assigned Position: Paid to certificated teachers (12) who will develop and plan the Elevate program for the start of the school year.	Eligibility starts at the beginning of June.	Paid bimonthly for the month of June.

Pacific Coast Academy
July 1, 2021 – Stipend Chart
Page 3 of 7

Description	Amount	Eligibility	Eligibility Start	Period Paid
Extended School Year (ESY) Stipend	\$3,500	Paid to special education teachers who provide services during ESY.	Eligibility is earned after service has been completed from start date to end date.	Paid in 2 installments during each of the 2 pay periods of ESY.
Extra Student Stipend	\$100/month/student over required roster limit	If the Executive Director assigns additional students to the employee's full-time load, the employee will receive \$100/month per student.	Becomes eligible once their rosters surpass required roster limits.	Paid bimonthly over the course of the student days of attendance. Will be prorated based on period of service during the school year.
High School Academic Support Coordinator	\$15,000	Assigned Position: Paid to a credentialed teacher who applied and received the position to be a lead for the team.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 12 months; July - June. Will be not prorated. It is a set amount regardless of when hired for the position.
Highly Qualified Teacher Extra Course Stipend	\$4,000 \$225/week for each section of Edgenuity coverage and \$335/week for each section of ChoicePlus Academy coverage	Provided to single subject credentialed teachers who teach additional coursework beyond a full load in ChoicePlus Academy or Edgenuity programs.	Eligibility starts at the beginning of the school year and once the teaching begins.	Paid bimonthly over 10 months of the student calendar. Will be prorated based on period of service during the school year.
Highly Qualified Teacher Summer School Stipend	\$30.00/hour	Provided to single subject credentialed teachers who teach additional coursework for high school summer school courses.	Eligibility starts at the beginning of June.	Paid bimonthly over 2 months; June - July. Will be prorated based on period of service during the school year.

Pacific Coast Academy
July 1, 2021 – Stipend Chart
Page 4 of 7

Description	Amount	Eligibility	Eligibility Start	Period Paid
HST - Middle School/High School Stipend	\$5,000	Assigned Position: Paid to a credentialed teacher who applied and received the position to be on the team.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.
Induction Coach Stipend	\$500/teacher/semester	Paid to credentialed teachers who work with teachers who are working toward clearing their credential.	Eligibility starts at the beginning of the school year or whenever job duties begin, whichever is later.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.
Intervention Support Coordinator Stipend	\$15,000	Assigned Position: Paid to certificated teachers who facilitate direct instruction classes for students who are identified for tier 1, 2, and 3 intervention.	Eligibility starts at the beginning of the school year and once the supervising begins.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.
Medical Benefit Opt-Out Stipend	\$3,000	Provided to teachers who opt out of medical benefit coverage.	Eligibility starts at the beginning of the school year.	\$125 paid bimonthly over 12 months; July - June. Will be prorated based on period of service during the school year.
Mileage Stipend	\$500 per semester/\$1,000 per year	Certificated employees who carry a roster and must travel to student monthly meetings.	Eligibility starts at the beginning of the school year and once the teaching begins.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.

Pacific Coast Academy
July 1, 2021 – Stipend Chart
Page 5 of 7

Description	Amount	Eligibility	Eligibility Start	Period Paid
MOU Coordinator Stipend	\$8,400	Assigned Position: Paid to designated director to provide support for all employees that are on the shared staff MOU.	Eligibility starts at the beginning of the school year paid July-June.	Paid bimonthly over 12 months; July - June. Will be prorated based on period of service during the school year.
National Board Certification (NBC) Stipend	\$3,000	Provided to teachers who have been awarded the National Board Certification.	For current employees who obtain the certification before October 31 of the current school year.	Paid in 2 installments in December and in March. The total stipend amount will only be paid to current employees.
New Teacher Trainer Stipend	\$1,600	Assigned Position: Paid to a Regional Coordinator who applied and received the position to train new teachers.	Eligibility starts at the beginning of the school year.	Paid bimonthly for the month of July.
Phone/ Internet/ Utilities Stipend	\$956.16	Provided to all employees for work expense, including phone, internet, and utilities costs.	For all current employees. Eligibility starts at the beginning of the school year paid bimonthly July - June.	\$39.84 paid bimonthly over July - June. Will be prorated based on period of service during the school year. Payments will align with the employee's work calendar.
Professional Development (PD) Coordinator Summer Stipend	\$2,000	Assigned Position: Paid to a designated HST who applied and received the position to plan and develop PD for the start of the 2021-22 school year.	Eligibility starts at the beginning of June.	Paid bimonthly over 2 months; June - July. Will be prorated based on period of service during the school year.

Pacific Coast Academy
July 1, 2021 – Stipend Chart
Page 6 of 7

Description	Amount	Eligibility	Eligibility Start	Period Paid
Regional Coordinator - Middle School/High School Stipend	\$300	Assigned Position: Paid to a credentialed teacher who applied and received the position to be a lead for the team.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 12 months; July - June. Will be prorated based on period of service during the school year.
Robotics Teacher (Primary Grades) Stipend	\$5,000	Assigned Position: Paid to a designated HST who applied and received the position to provide Robotics instruction for the Robotics team, grades K-2.	Eligibility starts at the beginning of the school year and once the teaching begins.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.
Robotics Teacher (Upper Elementary) Stipend	\$15,000	Assigned Position: Paid to a designated HST who applied and received the position to provide Robotics instruction for the Robotics team.	Eligibility starts at the beginning of the school year and once the teaching begins.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.
Spark Teacher Stipend	\$4,000 to \$6,000 - range depends on enrollment in program	Assigned Position: Paid to a designated HST who applied and received the position to facilitate online instruction and regular events for the Spark Program.	Eligibility starts at the beginning of the school year and once the teaching begins.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.
Special Programs Lead Stipend	\$3,000	Assigned Position: Paid to a credentialed teacher who applied and received the position to be the lead for their RC team.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.

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Description	Amount	Eligibility	Eligibility Start	Period Paid
SPED Extra Student Sub Stipend	\$150/month/student while carrying extra students on caseload.	If the Deputy Executive Director of SPED assigns additional students to the employee's full-time load, the employee will receive \$150/month per student.	Becomes eligible upon covering a roster as a substitute.	Paid bimonthly over the course of the student days of attendance. Will be prorated based on period of service during the school year.
SPED Lead Teacher Stipend	\$1,000	Assigned Position: Must be in a leadership role and an authority in compliance, training and support in the field of special education.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months of the student calendar. Will be prorated based on period of service during the school year.
Student Support Coordinator Stipend	\$15,000	Assigned Position: Paid to certificated teachers who facilitate SST meetings.	Eligibility starts at the beginning of the school year and once the supervising begins.	Paid bimonthly over 10 months; August-May. Will be prorated based on period of service during the school year.
Testing Team Lead Stipend	\$3,000	Assigned Position: Paid to a credentialed teacher who applied and received the position to be the lead for their RC team.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August-May. Will be prorated based on period of service during the school year.