

LEASE AGREEMENT

This Amended and Restated Lease Agreement (“Agreement”) is entered into as of the first day of July, 2021 (the “Effective Date”), by Camino Nuevo Charter Academy Early Childhood Center, a California and between the , a California limited liability company (“GNLA” or “Lessor”), and (“ECE” OR “Lessee”), each individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

A. The Lessor is the owner of a building containing a gross building area of 15,750 square feet located at 661 South Burlington Avenue, Los Angeles, California, 90057, also known as APN 5142-007-003 (the “Building”), and an adjacent parking lot located at 673 S. Burlington Avenue, Los Angeles, California, 90057 also known as APN 5142-007-006 (the “Parking lot”) both more particularly described on Exhibit “A” attached hereto (collectively the Building and the Parking Lot are referred to as the “Property”).

B. The Premises consists of approximately 9,152 square feet and is located in the Building as identified and depicted in Exhibit “B” (the “Premises”). The address of the Premises is 653 South Burlington Avenue, Los Angeles, California, 90057.

D. The Lessor desires to hereby lease to Lessee, and Lessee desires to hereby lease from the Lessor, the Premises, all upon the terms, provisions and conditions hereinafter set forth..

NOW, THEREFORE, in consideration of the covenants and agreements of the Parties stated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

2. Lease.

Description of Lease. The Lessor hereby grants and leases to Lessee, and Lessee hereby takes and leases from the Lessor, the Premises under the term and on the terms and conditions stated in this Agreement. The Lessor also grants to Lessee the non-exclusive use of the Common Areas as defined herein and subject to the conditions set forth in Section 2 below.

The Premises is provided by the Lessor subject to all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and to all matters of record. Lessee shall accept the Premises in its condition as of the Commencement Date, subject to all applicable laws, ordinances, regulations, covenants and restrictions. Lessor has made no representation or warranty as to the suitability of the Premises for the conduct of Lessee's business, and Lessee waives any implied warranty that the Premises are suitable for Lessee's intended purposes.

2.1 Use.

A. Permitted Use. Except as otherwise expressly permitted in this Paragraph below, the Premises shall be used by Lessee solely for educational purposes. Lessee shall at all times comply with all federal, state and local laws, statutes, ordinances, rules and regulations of any governmental authority in connection with Lessee's use of the Premises. The Premises may only be used for other purposes upon the prior written consent of the Lessor's or his/her designee, which consent may be given, conditioned or withheld in the Lessor's sole and absolute discretion and so long as such use is permitted by local zoning and municipal codes.

B. Restrictions and Prohibited Uses. Lessee shall not commit, nor permit to be committed, any waste or misuse of the Premises, or allow any offensive noise or odor in or around the Premises, and Lessee shall pay for all damage caused by any unreasonable use or waste. Moreover, Lessee shall not use or permit the use of the Premises for any unsafe or illegal purpose or use, or in any manner that creates a nuisance, or that disturbs, injures or annoys, or causes damage to or adversely affects, the Lessor or any neighboring property or property owner. Lessee shall not use or allow another person or entity to use any part of the Premises for the storage, use, treatment, manufacture or sale of Hazardous Materials (as defined in Section 17 below), except that Lessee may store, use or maintain customary types and quantities of products on the Premises which are incidental to the operation of its business, including, without limitation, photocopy supplies, secretarial supplies and janitorial supplies, provided that the use of such products on the Premises shall be in compliance with applicable laws and shall be in the manner in which such products are designed to be used.

C. Lessee's Use of Premises Subject to Existing Lessor Use. Lessee acknowledges that the Premises is located on a school site operated by the Lessor and therefore, any and all use of the Premises shall be subject to the Lessor's school activities. Further, Lessee acknowledges that Lessee's use of the Premises shall be subject to any existing agreements for the use of Premises.

D. Supervision and Safety. Lessee shall be responsible for supervising its activities. Lessee shall provide safety equipment and maintain safety procedures regarding its use of the Premises as is consistent with industry standards. Lessee shall provide Lessor with 24-hour contact information for a Lessee representative that may be contacted in case of emergency.

2.2 Payment of Rent.

A. Monthly Rent. Lessee shall pay to the Lessor Eighteen Thousand Three Hundred and Four Dollar (\$5,672) per month as the rental compensation for the use of the Premises ("Rent"). Rent shall be payable on the first day of each month without notice or demand and without any deduction, offset, or abatement, to the Lessor at the address stated herein for notices or to such other persons or such other places as the Lessor may designate to Lessee in writing.

B. Taxes and Assessments. Lessee agrees to pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the State, County, City or any tax or assessment levying body upon any interest in this Lease, as well as all taxes, assessments, fees, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by it in, on or about the Premises. Lessee shall have the right to contest the amount

of any assessment imposed against the Premises; provided, however, the entire expense of any such contest (including interest and penalties which may accrue in respect of such taxes) shall be the responsibility of Lessee.

C. Utility Connections. Lessee agrees that within fifteen (15) days from the date of receipt of a billing statement from the Lessor, Lessee shall reimburse the Lessor its pro rata share (27%) for all utility costs for electricity, water, gas, power, heating and air conditioning, sewage disposal, light, irrigation and sewer services, garbage and trash collection and all other utilities and services provided to the Premises. Lessee shall cause all telephone utility services, internet, and cable services it uses for the Premises to be placed in its name and shall pay all charges therefore during the term of the Lease. Lessee shall reimburse the Lessor for 17% of ECE Office Manager salary.

2.3 Late Rent. If Lessee fails to pay the Rent or any other additional rent or charges under this Lease within ten (10) days after the same has become due, both Lessee and Lessor agree that Lessor will incur additional expenses including, but not limited to, extra collection efforts and handling costs. Both Parties agree that should Lessee so fail to pay its rent, Lessor is entitled to compensation for the detriment caused by the failure, but that it is extremely difficult and impractical to ascertain the extent of the detriment. The parties therefore agree that should Lessee fail to pay any rent due hereunder within ten (10) days after the same becomes due, Lessor shall be entitled to recover from Lessee ten percent (10%) of the amount past due as a late charge, plus any attorneys' fees incurred by Lessor by reason of Lessee's failure to pay such amount when due. Lessee further agrees to pay Lessor any costs incurred by Lessor in the collection of such past due rent including, but not limited to, fees of an attorney and/or collection agency. Nothing herein contained shall limit any other remedy of Lessor under this Lease. Lessor shall also have the right to require Lessee to pay any past due sums by cashier's check or money order. The Parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Lessor will incur by reason of the late payment by Lessee. Acceptance of such late charges by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

2.4 Security Deposit. Upon execution of this Agreement, Lessee shall deposit with Lessor the sum of Five Hundred Dollars (\$500) (the "Security Deposit"). The Security Deposit shall be held by Lessor without obligation or liability for payment of interest thereon, as security for the faithful performance by Lessee of all of the terms of this Lease to be observed and performed by Lessee. The Security Deposit shall not be mortgaged, assigned, transferred, or encumbered by Lessee without the prior written consent of Lessor. Lessor shall not be required to keep the Security Deposit in a separate account.

A. Application of Security Deposit. Should Lessee at any time be in default with respect to any provision of this Lease, Lessor may, at its option and without prejudice to any other remedy which Lessor may have at law or in equity, use, apply, and/or retain all or any part of the Security Deposit for the payment of Rent and any additional rent or other costs and expenses for which Lessee is obligated to pay under the Lease, for the payment of any amount which Lessor may spend or become obligated to spend by reason of Lessee's default, to repair damage to the Premises caused by Lessee or for which Lessee is liable under this Lease, to clean

the Premises upon the termination of this Lease, to compensate Lessor for any other loss or damage sustained because of Lessee's default (including, without limitation, damages for rent lost after the termination of this Lease and all other amounts recoverable under California Civil Code Section 1951.2), or for any other purpose permitted by law.

B. Replenishment of Security Deposit. If during the Term, Lessor uses, applies or retains the Security Deposit for any purpose specified-above, then within five (5) days after written demand by Lessor, Lessee shall deposit cash with Lessor in an amount sufficient to restore the Security Deposit to the original sum required.

2.5 Term. The term of this Agreement shall be effective upon execution by both parties and shall continue for one (1) year until _____, 2022. No less than three (3) months prior to the expiration of the Term, the Parties may agree in writing to renew the Agreement for a five (5) year term ("Renewal Term") on the same terms and conditions, subject to an agreed upon increase to the Rent that is not less than three percent (3%) per annum of the immediately preceding Rent, so long as either party notifies the other party in writing of its interest in renewing the Agreement no less than six (6) months prior to the expiration of the Term.

2.6 As-Is. Lessee hereby represents, warrants and covenants as follows:

A. Neither the Lessor, nor anyone acting for or on behalf of the Lessor, has made any representation, warranty, promise or statement, express or implied, to Lessee, or to anyone acting for or on behalf of Lessee, concerning the Premises or the condition, use or development of the Premises. Lessee further represents and warrants that, in entering into this Agreement, Lessee has not relied on any representation, warranty, promise or statement, express or implied, of the Lessor or anyone acting for or on behalf of the Lessor, other than as expressly set forth in this Agreement, and that all matters concerning the Property have been or shall be independently verified by Lessee prior to the execution of this Agreement, on Lessee's own prior investigation and examination of the Premises (or Lessee's election not to do so); **AND THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY THE LESSOR, LESSEE IS HEREBY LEASING THE PREMISES IN AN "AS-IS" PHYSICAL CONDITION AND IN AN "AS-IS" STATE OF REPAIR, WITH ALL FAULTS.** The Lessor hereby disclaims, all warranties of any type or kind whatsoever with respect to the Premises, whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use.

B. LESSEE HEREBY GENERALLY, FULLY AND IRREVOCABLY RELEASES THE LESSOR, ITS BOARD, STAFF, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS AND OTHER REPRESENTATIVES (collectively, the "Lessor Parties") FROM AND AGAINST ANY AND ALL CLAIMS THAT LESSEE MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST ANY OF THE LESSOR PARTIES FOR AND FROM ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, ACTION OR CAUSE OF ACTION, WHETHER FORESEEN OR UNFORESEEN, KNOWN OR UNKNOWN, ARISING OUT OF OR RELATED TO THE PROPERTY AND/OR THE PREMISES (INCLUDING, WITHOUT LIMITATION, ANY PATENT, LATENT OR OTHER DEFECTS IN THE PROPERTY AND/OR THE PREMISES OR THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY AND/OR THE PREMISES), BUT EXCLUDING ANY COSTS AND EXPENSES

RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE LESSOR PARTIES.

WITH RESPECT TO THE RELEASES AND WAIVERS SET FORTH IN THIS SECTION 1.5, LESSEE EXPRESSLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

LESSEE HAS BEEN ADVISED BY ITS LEGAL COUNSEL AND UNDERSTANDS THE SIGNIFICANCE OF THIS WAIVER OF SECTION 1542 RELATING TO UNKNOWN, UNSUSPECTED AND CONCEALED CLAIMS. BY ITS INITIALS BELOW, LESSEE ACKNOWLEDGES THAT LESSEE FULLY UNDERSTANDS, APPRECIATES AND ACCEPTS ALL OF THE TERMS OF THIS SECTION 1.4(b).

Lessee

1.6 Entry by Lessor. Lessor shall have the right to enter the Premises during regular business hours or with twenty-four (24) hour notice for the purpose of inspecting same in order to determine whether Lessee is complying with the terms of this Agreement. The right and authority hereby reserved in this paragraph does not impose, nor does Lessor assume by reason thereof, any responsibility or liability whatsoever for any acts, omissions or negligence of Lessee, Lessee's members, guests, clients, agents, contractors and employees on the Premises.

3. Common Areas. The Common Areas includes the front desk, front corridor, Staff Restrooms in the front of the building, courtyard/playground, electrical room and storage room, as depicted in Exhibit A, which use is subject to the terms stated herein.

A. Parking. Lessee shall have the right to use the parking facilities (2 spaces) of the Property as identified in Exhibit A at all times, subject to any rules and regulations which may be established by Lessor during the Term thereof, and shall be entitled to use all parking spaces at no cost to Lessee. In no event shall Lessee permit vehicles to stay overnight in the parking facilities.

B. Playground Area. Lessee shall have the non-exclusive right to use the playground areas identified in Exhibit A (“Playground Area”) during those hours and times set forth in Exhibit C. However, the Lessor shall have the right to exclusive use of the Playground

Area as measured in time, for any planned student or school events or any required maintenance work that occurs during the times set forth in Exhibit C. The Lessor shall provide written notice of its need for exclusive use of the Playground Area to the Lessee in a timely manner.

4. Maintenance and Repair.

4.1 Lessee Obligations. Lessee shall, at its sole cost and expense, be responsible for the upkeep, repair and maintenance of the Premises and such upkeep, repair and maintenance shall be performed in accordance with all Lessor standards. Lessee hereby acknowledges that it has received the Premises in good order and condition. Lessee agrees that it will, at its sole cost and expense, keep and maintain (including custodial services) the entire Premises and improvements thereon or therein, in good repair and appearance, except for ordinary wear and tear.

4.2 Lessor Obligations. Lessor shall be responsible for upkeep, repair and maintenance of the Property and will with reasonable promptness make all structural and non-structural, foreseen and unforeseen, and ordinary and extraordinary changes and repairs of every kind and nature which may be required to be made upon or in connection with the Property or improvements thereon or therein in order to keep and maintain the same in such good order, condition and repair.

4.3 Parking Lot and Playground Area. The Lessor shall provide regular maintenance and upkeep for the Common Areas. However, Lessee shall be responsible for providing any and all cleaning and repair of the Common Areas made necessary by its use. Lessee shall provide such clean up and repair services as necessary and in the event the Lessor issues a written notification requiring specific or general clean up or repair. If Lessee fails to provide adequate clean up or repair within 24 hour notice from the Lessor, the Lessor may provide all required clean up or repair and charge Lessee for all associated costs.

5. Alterations and Improvements. Lessee shall not structurally alter improvements on the Premises or make any alteration or change to the improvements on the Premises, including signs, or make any additional improvements to the Premises, without the prior written consent of the Lessor which consent shall be determined and/or conditioned at the Lessor's sole discretion.

5.1

5.2 Status of Improvements on Termination of the Agreement. Upon the expiration of the term of this Agreement or the earlier termination of this Agreement, Lessee shall remove the improvements located on the Premises by Lessee, and return the Premises to the original condition. Lessee shall remove the improvements in a good and workmanlike manner, in compliance with all applicable laws, orders, ordinances, rules and regulations of federal, state, county, municipal and other authorities having jurisdiction. All provisions of this Agreement regarding insurance and indemnification shall survive and be in effect during the removal period. Lessee shall have thirty (30) days from the receipt of any such notice to complete the removal of the improvements. Except as otherwise expressly provided in this Section, Lessee shall, upon the expiration or earlier termination of this Agreement, peaceably and quietly leave, surrender and yield up unto the Lessor the Premises, including, but not limited to, the improvements located

thereon, clean and in good order and repair, ordinary wear and tear excepted, and all personal property and trade fixtures must be removed by Lessee.

6. Indemnification. Lessee hereby agrees to pay, and to protect, defend, indemnify and save harmless the Lessor and its Board, staff, employees, agents, consultants, contractors and other representatives from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorneys' fees, costs and expenses), causes of action, suits, claims, demands or judgments of any nature or kind whatsoever incurred in connection with, arising from or relating to (a) any injury to, or death of, any person or any damage to property on the Premises or in any manner growing out of or in connection with the use, non-use, condition or occupancy of the Premises or any part thereof (b) violation by Lessee of any agreement or condition of this Agreement, (c) violation by Lessee of any contract or agreement recorded against the Premises or any restriction, statute, law, ordinance or regulation, in each case affecting the Premises or any part thereof or the ownership, occupancy or use thereof, (d) any injury to, or death of, any person or damage to property caused by or resulting from the acts or omissions of Lessee, its employees, agents, consultants, contractors, guests, invitees or other representatives, (e) the condition, conduct, use, management, or occupancy of the Premises during the term of this Agreement, or (f) any Hazardous Materials condition affecting or relating to the Premises from any cause whatsoever and first arising during Lessee's occupancy and/or possession of the Premises. The terms and provisions of this Section shall survive the expiration or earlier termination of this Agreement.

7. Prohibition Against Assignment, Sublease or Transfer. Lessee shall not assign, sell, encumber, hypothecate, alienate or otherwise transfer, whether directly or indirectly, voluntarily, by operation of law or otherwise, its interest in this Agreement or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining the Lessor's written consent, which consent may be given or withheld in the sole and absolute discretion of the Lessor. Notwithstanding anything to the contrary stated in this Agreement, any breach of this Section shall be an automatic material breach of this Agreement (without any right of cure by Lessee), whereupon the Lessor will have available to it all rights and remedies provided herein.

8. Defaults and Remedies.

8.1 Default and Termination. If Lessee fails to perform any term, covenant or condition of this Agreement, or otherwise breaches this Agreement, and such failure or breach continues for more than thirty (30) days after written notice is received by Lessee from the Lessor (or if the breach or default is of such character as to reasonably require more than thirty (30) days to cure, and Lessee fails, within thirty (30) days after it receives written notice of such breach or default from the Lessor, to commence the cure of such default or thereafter fails to pursue with reasonable diligence the curing of such default to completion), then the Lessor may, at its option and without any further demand or notice, exercise any of its rights or remedies set forth below. The rights and remedies of the Lessor set forth in this Agreement are cumulative and are not intended to be exclusive.

8.2 Various Lessor Remedies. In the event of any default by Lessee as defined herein, then the Lessor may exercise the following remedies:

A. Without terminating or effecting a forfeiture of this Agreement or otherwise relieving Lessee of any obligation hereunder in the absence of express written notice of its election to do so as set forth herein, the Lessor may re-enter and take possession of the Premises and of all property of the Lessor located therein; may evict Lessee and all other persons in occupation thereof, and may store all property of Lessee or of any other person which is located therein for the account of and at the risk of Lessee. All property of Lessee which is stored by the Lessor pursuant hereto may be redeemed by Lessee within thirty (30) days after the Lessor notifies Lessee in writing that the Lessor has taken possession thereof upon payment to the Lessor in full of all obligations then due from Lessee to the Lessor hereunder and of all costs incurred by the Lessor in providing such storage. If Lessee fails to redeem such property within the above-referenced thirty (30) day period as set forth herein, the Lessor may sell such property and shall apply the proceeds of such sale actually collected first against the costs of storage and sale and then against any other obligation due from Lessee hereunder.

B. The Lessor may terminate or otherwise effect a forfeiture of this Agreement by express written notice to Lessee of its election to do so. Such termination or forfeiture shall not relieve Lessee of any obligation hereunder which has accrued prior to the date of such termination. In the event of such termination or forfeiture, the Lessor shall be entitled to recover from Lessee, in addition to any obligation which has accrued prior to the date of termination or forfeiture, (i) the worth at the time of award of any unpaid rent which has been earned at the time of such termination, plus (ii) the worth at the time of award (computed by allowing interest at the rate specified herein) of the amount by which the unpaid rent and additional rent which would have been earned after termination or forfeiture until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided.

C. The Lessor may recover from Lessee, and Lessee shall pay to the Lessor upon demand, any other amount necessary to compensate the Lessor for the detriment proximately caused by Lessee's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, such expenses as the Lessor may incur in recovering possession of the Premises, placing the same in good order and condition, and altering and repairing the same for reletting, as well as all other expenses, commissions and charges incurred by the Lessor in exercising any remedy provided herein or as a result of any default by Lessee hereunder.

D. The Lessor may exercise any other remedy or right now or hereafter available to a landlord against a defaulting tenant under the laws or judicial decisions of the State of California and not otherwise specifically reserved herein.

E. In no event shall the Lessor be obligated to refund any rental or other amounts paid by Lessee prior to the termination of this Agreement due to a default on the part of Lessee hereunder, and Lessee shall have no right to any such refund.

8.3 Lessor's Right to Cure Lessee's Breach. The Lessor may, but is not obligated to, cure any of Lessee's failures to perform any covenant or provision of this Agreement at Lessee's expense, including, without limitation, by purchasing any required insurance, paying and fully satisfying any liens against the Premises, and/or taking any action to repair or maintain the Premises. If the Lessor, by reason of such failure by Lessee, pays any amount or does any act

in accordance with this Section, the amount paid by the Lessor plus the reasonable expense of performing such act shall be due within thirty (30) days after Lessee receives written demand therefor from the Lessor. No such payment or act shall constitute a cure or waiver of the breach or a waiver of any remedy for default or render the Lessor liable for any loss or damage resulting from any such act.

8.4 Nonwaiver. No waiver of any provision of this Agreement shall be implied by any failure of the Lessor to enforce any remedy on account of the violation of such provision, even if such violation shall continue or be repeated subsequently, any waiver by the Lessor of any provision of this Agreement may only be in writing, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

8.5 Generally. Lessee hereby waives any right of redemption or relief from forfeiture under California Code of Civil Procedure section 1174 or 1179, or under any other present or future law, in the event Lessee is evicted or the Lessor takes possession of the Premises by reason of any default by Lessee hereunder. The various rights and remedies reserved to the Lessor herein, including those not specifically described herein, shall be cumulative, and except as otherwise provided by California statutory law in force and effect at the time of execution hereof, the Lessor may pursue any or all of such rights and remedies, whether at the same time or otherwise. No act or thing done by the Lessor or its agents during the term of this Agreement, including any agreement to accept the surrender of the Premises or to amend or modify this Agreement, shall be binding on the Lessor, unless in writing and signed by a person authorized to bind the Lessor. The delivery of keys to the Lessor, or the Lessor's agents, employees or officers, shall not operate as a termination of this Agreement or a surrender of the Premises.

9. Damage or Destruction. In the event the Premises is destroyed or rendered wholly untenantable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. Should a portion of the Premises thereby be rendered untenantable, the Lessee shall have the option of either repairing such injured or damaged portion or terminating this Agreement. Lessee shall have no claim against Lessor for any damages suffered by reason of any such damage, destruction, repair or restoration.

10. Condemnation.

(a) The term "Condemnation" means the taking or appropriation of property or any interest therein, in exercise of the power or right of eminent domain or such taking for public or quasi-public use. Said term shall also be deemed to include, to the extent not otherwise defined in this Section, a temporary taking of the Premises or any part thereof for a period of one (1) year or more, and the taking of the leasehold interest hereby created.

(b) If the entire Premises or such portion thereof as shall make it unfeasible, in Lessee's sole and absolute judgment, to continue to operate the remaining portion of the Premises for the purposes herein stated, shall be taken by Condemnation, Lessee shall have the right and option to terminate this Agreement as of the date when Lessee is required to vacate the Premises (or portion thereof) by order of competent authority, by delivering to the Lessor written notice of

such termination no later than the date which is sixty (60) days after Lessee first learns of the Condemnation. If this Agreement is terminated as provided in this Section, all charges due from Lessee to the Lessor hereunder shall be paid up to the date of such termination, and the Lessor shall refund to Lessee any sums paid by Lessee in advance and not yet earned and thereafter neither Party shall have any further obligation to the other hereunder, except as otherwise specifically provided in this Agreement. If this Agreement is not terminated within the time period and as provided above, then this Agreement shall continue in full force and effect without abatement or reduction of any rental or other amounts due and payable by Lessee hereunder.

(c) All of any award(s) received for any taking by Condemnation (collectively, "Award"), whether received for the appropriation of the Premises or other improvements, shall be paid to the Lessor, and Lessee shall have no right or interest therein.

(d) In the case of a Condemnation in which this Agreement is not terminated, this Agreement shall remain in full force and effect and any Award received for such Condemnation shall be paid to the Lessor, and Lessee shall have no right or interest therein.

11. Compliance with Laws. Lessee shall, in the maintenance, operation, use, and occupancy of the Premises, promptly comply, and cause all persons claiming by, through or under Lessee promptly to comply, with all laws, ordinances, certificates of occupancy, orders, rules, regulations, and requirements of all federal, state, municipal and other governmental bodies and appropriate departments, commissions, boards and officers thereof. Subject to written approval from Lessor, Lessee shall be responsible, at its sole cost and expense, to make all alterations to the Premises (and improvements thereon) as required to comply with any governmental rules, regulations, requirements, or standards, including, without limitation, any laws, building codes, regulations, and judicial or administrative decisions regarding access to and use of the Premises (and improvements located thereon) by the disabled or renewable energy sources or sustainability.

12. Broker's Fee. Lessee and Lessor each represent and warrant to the other that neither has had any dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the transaction contemplated hereby, and no other broker or other person, firm or entity is entitled to any commission or finder's fee in connection with said transaction and Lessee hereby indemnifies and holds the Lessor harmless from and against any costs, expenses, attorneys' fees or 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. Lessee agrees that Lessor shall not be responsible for any future broker fees related to this transaction, as it may relate to Lessee's renewal of the Agreement, if any.

13. [RESERVED].

14. Notices. All notices, statements, demands, requests, or consents under this Agreement made or given by either Party to the other shall be personally delivered or sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed received upon delivery if personally served or when actually received by the Party receiving the notice if the notice is given by mail. Unless notice of a different address has been given in accordance with this Section, all such notices shall be addressed as follows:

If to the Lessor: Early Childhood Center
697 S. Burlington LLC
_____, California 9____
Attention: _____

If to Lessee: Early Childhood Center
_____, California 9____
Attention: _____

15. Estoppel Certificates. The Lessor and Lessee shall, respectively, at any time and from time to time within fifteen (15) days after written request by the other, deliver to the requesting Party, a prospective purchaser or mortgagee of the Property, an executed and acknowledged statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or if there has been any modification(s) thereof, that the same is in full force and effect as modified, and stating the nature of the modification or modifications); (b) that to its knowledge there exists no default under the Agreement (or if any such default exists, describing the specific nature and extent thereof); (c) the date to which rent and any other amounts due hereunder have been paid in advance, if any; and (d) such other matters or statements as the requesting Party may reasonably request.

16. Hazardous Materials. For the purposes of this Agreement, the following terms shall have the following meanings:

A. "Hazardous Materials" shall mean and include, but not be limited to, any liquid, substance, material, waste, gas or particulate matter which is now or may become regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any liquid, material, substance, waste, gas or particulate matter which is: (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste" or "pollutant" under any provision of California law, rule or regulation; (ii) a petroleum product; (iii) asbestos; (iv) urea formaldehyde foam insulation; (v) polychlorinated biphenyls; (vi) radioactive material; (vii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321); (viii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (ix) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., (x) defined as "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (xi) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (xii) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), or (xiii) listed under Article 9 or defined as hazardous or

extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20.

B. “Environmental Laws” shall mean all codes and statutes specifically described in the foregoing Paragraph and all other federal, state and local environmental, health or safety statutes, ordinances, codes, rules, regulations, orders, decrees, standards, policies and guidelines in effect now or in the future pertaining to Hazardous Materials.

C. Lessee covenants that it shall not use, treat, store or dispose of, and shall not permit anyone else to use, treat, store or dispose of, whether temporarily or permanently, any Hazardous Materials at, on or beneath the Premises in violation of any applicable Environmental Laws. In the event Lessee breaches the covenant contained in this Paragraph (c), Lessee shall, at its sole cost and expense, comply with all federal, state and local laws and requirements relating to the remediation of the situation.

D. Lessee shall defend, indemnify and hold Lessor harmless from and against any and all claims, liabilities, losses, damages, costs and expenses, arising from or relating directly or indirectly to the production, storage, release, discharge, presence, or existence (and/or required remediation) of any and all Hazardous Materials (from any cause whatsoever) in, on, under or about the Premises from and after the Effective Date until the expiration or earlier termination of this Agreement, except to the extent that such Hazardous Materials are placed on or released from the Premises by Lessor or Lessor’s employees, agents or contractors.

E. The terms and provisions of this Section 17 shall survive the expiration or earlier termination of this Agreement.

17. General Provisions.

17.1 Entire Agreement and Modification. This Agreement contains the entire agreement between the Parties, and supercedes all prior agreements (whether oral or written) of the Parties. No provision of this Agreement may be amended or varied except by an agreement in writing signed by both Parties.

17.2 Consent of Lessor. Neither the Lessor’s execution of this Agreement nor any consent or approval given by the Lessor hereunder in its capacity as a Party to this Agreement shall waive, abridge, impair or otherwise affect the Lessor’s powers and duties as a governmental body. Any requirements under this Agreement that Lessee obtains consents or approvals of the Lessor are in addition to and not in lieu of any requirements of law that Lessee obtains approvals or permits.

17.3 Attorneys’ Fees. In the event of any action, proceeding or arbitration arising out of or in connection with this Agreement, whether or not pursued to judgment, the parties shall each be responsible for their own attorneys’ fees and costs.

17.4 Holding Over. If Lessee holds over after the expiration of the Term for any cause, with or without the express or implied consent of Lessor, such holding over shall be deemed to be a tenancy from month-to-month only, and shall not constitute a renewal or extension of the Term. During any such holdover period, the Lessor may charge Lessee a monthly rent charge

equal to one hundred twenty five percent (125%) of the fair market rate of the Premises, to be determined by the Lessor and assessed by multiplying the total square feet of the Premises by the fair market rate. Such holdover shall otherwise be subject to the same terms, conditions, restrictions and provisions as herein contained. Such holding over shall include any time employed by Lessee to remove machines, appliances and other equipment during the time periods herein provided for such removal.

Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee, and Lessor expressly reserves the right to require Lessee to surrender possession of the Premises to Lessor as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies of Lessor provided at law or in equity. If Lessee fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Lessor accruing therefrom, Lessee shall protect, defend, indemnify and hold Lessor harmless from all losses, costs (including reasonable attorneys' fees), damages, claims and liabilities resulting from such failure, including, without limitation, any claims made by any succeeding tenant arising from such failure to surrender, and any lost profits to Lessor resulting therefrom, provided that Lessor notifies Lessee that Lessee's failure to timely surrender the Premises will cause Lessor to incur such lost profits.

17.5 Signage and Murals. Lessee shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, mural or other external decorations on the improvements that are a part of the subject property without the prior written consent of the Lessor.

17.6 Lessor Liability. If at any time the Lessor shall fail to perform or pay any covenant or obligation on its part to be performed or paid under this Agreement, and as a consequence thereof Lessee shall recover a money judgment against the Lessor, such judgment shall be enforced against and satisfied only out of the Lessor's interest in the Premises.

17.7 Invalidity. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

17.8 Time of Essence. Time is of the essence of this Agreement.

17.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

17.10 Successors and Assigns. Subject to the limitations on Lessee's right to assign, sublet, hypothecate, mortgage, or otherwise transfer or dispose of its interest in this Agreement or the Premises, the provisions of this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Lessor and Lessee. Upon the sale, transfer or other disposition of the Premises and assignment of its interest in this Agreement by the Lessor, the Lessor shall have no further obligations or liabilities under this Agreement thereafter.

17.11 Authority. The Lessor and Lessee each represents to the other that it has full power and authority to execute and perform this Agreement.

17.12 Access by the Lessor. The Lessor or its authorized representatives may, from time to time upon reasonable advance notice to Lessee and at any reasonable hour, enter upon and inspect the Premises to ascertain compliance with this Agreement, but without obligation to do so or liability therefor. The Lessor or its authorized representatives may also access the Premises from time to time without notice to Lessee in order to cure a Lessee default under this Agreement in accordance with its rights hereunder.

17.13 Accessibility Inspection Disclosure. Pursuant to California Civil Code section 1938, Lessor provides the following disclosure:

As of the date of execution of this Agreement, the Premises (Check one):

- ☐ has undergone inspection by a Certified Access Specialist and has been determined to meet all applicable construction-related accessibility standards pursuant to California Civil Code section 55.53.
- ☐ has undergone inspection by a Certified Access Specialist and has been determined not to meet all applicable construction-related accessibility standards pursuant to California Civil Code section 55.53.
- ☐ has not undergone inspection by a Certified Access Specialist.

17.14 No Construction Against Drafting Party. The rule of construction that ambiguities are resolved against the drafting party shall not apply to this Agreement, and each Party hereto represents and warrants that it has been advised by legal counsel in connection with the drafting and negotiation of this Agreement.

17.15 Dispute Resolution. If any dispute, controversy, or disagreement arises out of or relating to this Lease, the Parties shall meet in good faith to seek a resolution. If the Parties cannot resolve the dispute informally, the Parties shall participate in non-binding mediation and shall split the costs to hire a mediator evenly between the Parties. If the dispute is not resolved through mediation, the Parties may mutually agree to submit the dispute to arbitration. If arbitration is not mutually agreed by the Parties, either Party may submit the dispute to a court of competent jurisdiction in the State of California. Both Parties shall bear their own attorneys' fees and legal costs to address the dispute regardless of the outcome.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

GNLA 697 S. BURLINGTON LLC

By: _____

EARLY CHILDHOOD CENTER

By: _____

EXHIBIT A

[DESCRIPTION/DEPICTION OF PROPERTY]

EXHIBIT B

[DESCRIPTION OF PREMISES]

Space Allocation 8-27-21			
02	Storage	124	Dance Waiting Area becomes Burlington Work Area
04	Womens Restroom	118	Restroom assigned to Burlington - Girls Restroom
07	Mens Restroom	118	Restroom assigned to Burlington - Boys Restroom
013	Classroom 3	718	Current Rainbow Classroom
01	Front Hall Area	802	Hallways and Waiting Area
08	Reception Area	49	Front Office - 50%
014	Staff Restroom	105	Front of building
	Buiding Common	802	Corridor - Egress Path calculated at 50% utilization
		2,836	Building Interior Net Rentable as Per Chart
			Building Total SF 10,487
016	Playground	1,262	25% of Courtyard Play Area - 1 out of 4 classrooms
	Canopy	502	25% of Canopy in front of Bur Classroom
		1,764	Playground and Canopy Rentable
		4,600	Total Burlington Rentable Space - RSF and Playground

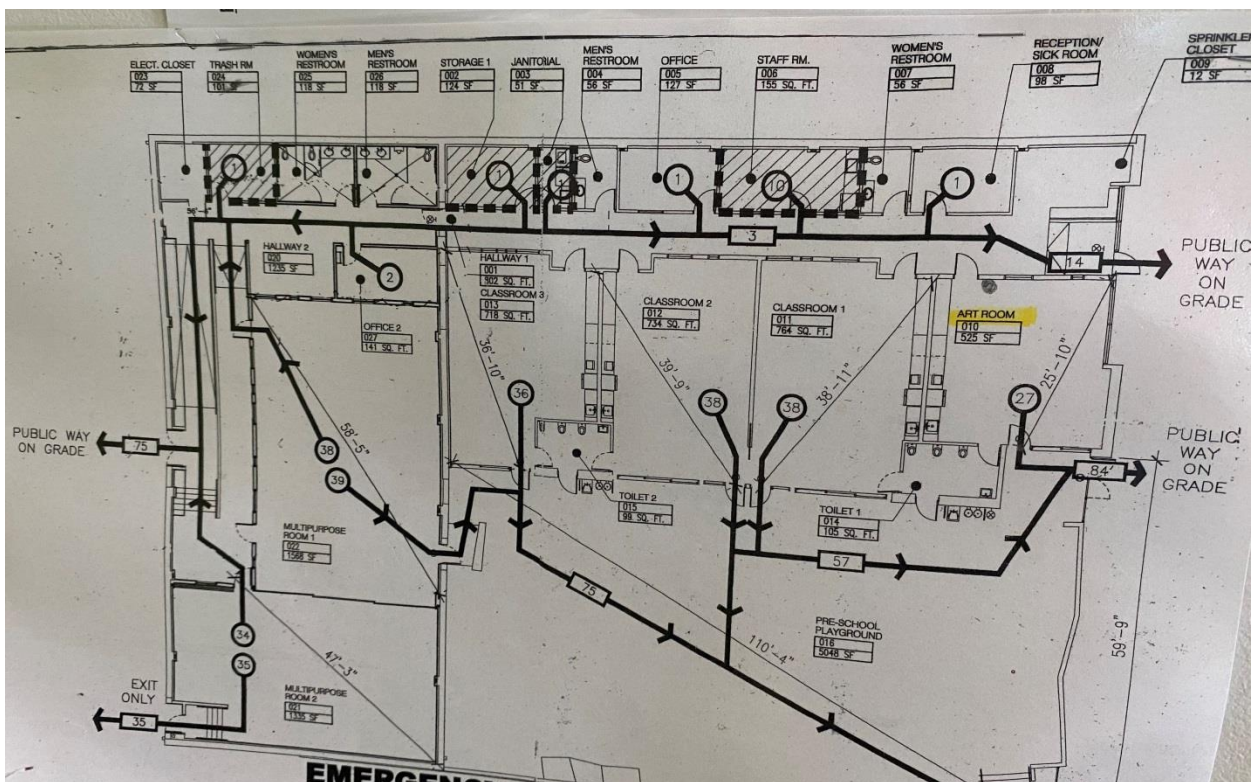


EXHIBIT C

[LESSEE'S USES]

Camino Nuevo Charter Academy Early Childhood Education Center

Rainbow Room:

Monday – Thursday – AM Class

8:00 – 8:30 Classroom

8:30 – 9:00 Recess

9:00 – 11:30 Classroom

Friday

7:45 – 10:00 Classroom

Monday – Thursday – PM Class

12:30 – 1:00 Classroom

1:00 – 1:30 Recess

1:30 – 4:00 Classroom

Friday

10:15 – 12:30

Star Room:

Monday – Thursday AM Class

8:00 – 9:00 Classroom

9:00 – 9:30 Recess

9:30 – 11:30 Classroom

Friday

7:45 – 10:00 Classroom

Monday – Thursday – PM Class

12:30 – 1:30 Classroom

1:30 – 2:00 Recess

2:00 – 4:00 Classroom

Friday

10:15 – 12:30 Classroom

Camino Nuevo Charter Academy - Burlington

Burlington Transitional K/Kindergarten Class M-W & F

7:20 – 7:55 Student arrival

7:55 Student pick up

8:00 School begins

8:05 Breakfast in the classroom

9:11 Recess

10:50 Lunch

11:10 Lunch Recess

3:15 School Ends

Burlington Transitional K/Kindergarten Class – Thursday

7:20 – 7:55	Student arrival
7:55	Student pick up
8:00	School begins
8:05	Breakfast in the classroom
9:01	Recess
11:10	Lunch
12:30	Dismissal