

LEASE AGREEMENT

This Amended and Restated Lease Agreement ("Agreement" or "Lease") is entered into as of the 1st day of July, 2022 (the "Effective Date"), by and between the GNLA 697 S. Burlington LLC, a California limited liability company ("Lessor"), and Camino Nuevo Charter Academy, a California nonprofit public benefit corporation d/b/a Camino Nuevo Charter Academy Burlington Campus ("Lessee"), each individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

A. The Lessor is the owner of real property containing a gross area of approximately 10,487 square feet located at 661 South Burlington Avenue, Los Angeles, California, 90057, also known as APN 5142-007-003 with a building containing approximately 9,152 square feet (the "Building"), and an adjacent parking lot located on APN 5142-007-005 and 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 is located in the Building as identified and depicted in Exhibit "B" (the "Premises"). The address of the Premises is 661 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 for the Term (as defined below) as may be extended in accordance with this Lease, 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 3 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, codes, 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, the Premises shall be used by Lessee solely for educational purposes, as determined by Lessor in its sole and absolute discretion. Lessee shall at all times comply with all federal, state and local laws, statutes, ordinances, codes, 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 Facilities Director or his/her designee, which consent may be given, conditioned or withheld in the Lessor's sole and absolute discretion.

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. Lessor shall have access at times it shall designate in advance to Lessee for group meetings and events and other similar activities in rooms designated as Studio 1, Studio 2, and MPR. 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. The initial contact shall be Juliana Santos, Principal, who can be reached at 213-413-4245.

E. Rules and Regulations. Lessor may institute "Rules and Regulations" governing the Property and the Premises from time to time, on reasonable notice to Lessee. Lessee must comply with such Rules and Regulations and failure to do so shall be a default of Lessee.

2.2 Payment of Rent.

A. Monthly Rent. During the initial Term, Lessee shall pay to the Lessor Eighteen Thousand Three Hundred and Four Dollar (\$18,304.00) 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. Lessor shall have the right to contest the amount of any assessment imposed against the Premises, and any such savings shall be passed on to Lessee after the deduction of any expenses incurred by Lessor in contesting such assessment.

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, as such share is determined by Lessor using commercially reasonable methods, 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.

D. Additional Rent. Any amount required to be paid by Lessee hereunder (in addition to Rent), costs and expenses for which Lessee is obligated to pay under the Lease, and any charges or expenses incurred by Lessor on behalf of Lessee in accordance with the terms of this Lease shall be considered "Additional Rent" payable in the same manner and upon the same terms and conditions as the Rent reserved hereunder, except as set forth herein to the contrary. Any failure on the part of Lessee to pay such Additional Rent when and as the same shall become due shall entitle Lessor to the remedies available to it for non-payment of Rent. Rent and Additional Rent shall be collectively referred to herein as "Total Rent".

2.3 Late Rent. If Lessee fails to pay the Rent or Additional Rent or charges under this Lease within five (5) 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 five (5) 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 or otherwise available at equity and at law.

2.4 Security Deposit. Upon execution of this Agreement, Lessee shall deposit with Lessor the sum of One Thousand Dollars (\$1,000.00) (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 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 (as may be extended in accordance with the terms and conditions of this Lease) ("Term") until June 30, 2023. 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 as this Lease. The Rent for the first year of the Renewal Term shall be the fair market rent as reasonably determined by Lessor, which in no event shall such Rent be less than 103% of the then current Rent. Beginning on the first day of year two of the Renewal Term and annually thereafter, Lessor shall be permitted to increase the rent the greater of (a) 3% of the then current Rent or (b) the increase in the Consumer Price Index, All Urban Consumers, U.S. City Average, All Items, published by the Bureau of Labor Statistics of the U.S. Department of Labor, (1982-1984=100), over the Consumer Price Index in effect on the first day of the then current year of the Renewal 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. The taking of possession of the Premises by Lessee shall conclusively establish that the Premises was at such time in good and sanitary order, condition and repair.

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 2.6, 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 2.6B.

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2.6. 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, except in the event of an emergency where no notice shall be required. 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" include the playground and the Parking Lot, as depicted in Exhibit A, which use is subject to the terms stated herein.

A. Parking. Lessee shall have the right to use up to ten (10) parking spaces specifically designated by Lessor for Lessee's use in the Parking Lot, subject to any rules and regulations which may be established by Lessor during the Term thereof, at no additional cost to Lessee. Lessor shall be permitted to institute a reasonable fee for parking at any time. 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 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, at its sole cost and expense, shall be responsible for all repair, replacement and maintenance obligations relating to the Premises at its own cost and expense, and shall maintain the Premises in good and fully operating condition, regularly servicing and promptly making all repairs and replacements thereto, including but not limited to the roof structure, the roof membrane, exterior and interior walls, foundation, structural frame of the Building, the asphalt paving and concrete paving on the Premises, sprinkler systems, electrical systems, the heating, ventilating and air-conditioning ("HVAC") systems, the mechanical systems, plate glass, floors, windows and doors, dock-doors, levelers, trash compactors, and plumbing systems. If Lessor notifies Lessee of Lessee's failure to perform any repair, replacement, or maintenance required hereunder, and Lessee does not commence performance of such repair, replacement or maintenance within ten (10) days of receipt of such notice, then Lessor may (but shall have no obligation to) perform such repair, replacement or maintenance, and Lessee shall pay to Lessor within thirty (30) days of receipt (together with

reasonable supporting documentation thereof) of Lessor's invoice therefor, reasonable costs incurred by Lessor in connection therewith plus an overhead allowance equal to ten percent (10%) of such costs.

4.2 Lessor Obligations. 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 the Premises or make any alteration or change to 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 Intentionally Omitted.

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, except in the event that Lessor requests otherwise, Lessee shall remove any 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. Insurance Requirements.

6.1 Required Coverage. Lessee shall, at its sole cost and expense, carry and maintain during the entire term of this Agreement (subject to increases in coverage amounts and additional types of coverage, as reasonably determined by Lessor from time to time):

A. All risk property insurance covering the full replacement cost of all property and improvements installed or placed in the Premises by Lessee or for Lessee's benefit. Lessee shall use the proceeds from such insurance for the replacement of trade fixtures, furniture, inventory and other personal property and for the restoration of Lessee's improvements, alterations, and additions to the Premises. Lessor shall be named as loss payee with respect to alterations, additions, or improvements of the Premises;

B. General public liability insurance insuring against claims (on an occurrence form) for bodily injury, death or property damage occurring on, in or about the Premises, including contractual or assumed liability, products liability and completed operations, such insurance to afford protection to the Lessor, as additional insured, of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate. The Lessor reserves the right to adjust and escalate the level of insurance over the term of the Agreement;

C. Workers' compensation insurance covering all persons employed in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against the Lessor, Lessee or the Premises and such workers' compensation insurance shall be in conformance with the laws of the State of California and applicable federal laws; and

D. Such other insurance on the Premises in such amounts and against such other insurable hazards that at the time are commonly obtained in the case of property similar to the Premises.

6.2 Insurance Policies and Additional Insured. Such insurance policies shall be issued by insurance companies with a rating of not less than A:XII in the latest edition of Best's Insurance Guide and shall be primary insurance as to all claims thereunder and provide that any insurance carried by the Lessor is excess and non-contributing with any insurance requirement of Lessee. The Lessor, its agents and officers shall be an additional insured party on the liability policies (including any umbrella policy) obtained by Lessee for insured liabilities relating to the Premises, and Lessee shall, upon request, deliver to the Lessor certified copies of such insurance policies. In any event, Lessee shall deliver to the Lessor policies evidencing the coverage of the Lessor under the liability policies and all other policies required to be maintained by Lessee hereunder, promptly upon issuance or renewal thereof, and in any event Lessee shall replace any insurance policy required hereunder (and provide the Lessor with a certificate of insurance evidencing such replacement policy) prior to the expiration or termination of such policy. All of the policies required hereunder shall be endorsed as follows: "This policy shall not be suspended, cancelled, reduced in coverage or required limits of liability or amounts of insurance or non-renewed until notice has been mailed to GNLW 697 S. Burlington LLC, 3435 W. Temple St., Los Angeles, CA 90026 ATTN: Director of Facilities. The date of suspension, cancellation, reduction in coverage or non-renewal may not be less than thirty (30) days after the date of mailing of such notice." If Lessee fails to purchase and maintain any insurance required hereunder, the Lessor may, but shall not be obligated to, upon five (5)-days' written notice to Lessee, purchase such insurance on behalf of Lessee and shall be entitled to be reimbursed by Lessee promptly thereafter. Any amounts expended by the Lessor hereunder shall bear interest from the date expended until repaid to the Lessor at the rate of ten percent (10%) per annum.

7. 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.

8. 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.

9. Defaults and Remedies.

9.1 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.

9.2 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 Total Rent 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. Lessor may pursue any other remedy now or hereafter available under any laws or provision of this Lease without prior demand or notice except as required by applicable law, to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof. 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 or by reason of Lessee's occupancy of the Premises. For the avoidance of doubt, Lessor shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if Lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Lessor does not elect to terminate this Lease on account of any default, Lessor may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover the Total Rent as it becomes due.

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.

9.3 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.

9.4 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.

9.5 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.

10. Damage or Destruction. In the event the Premises is destroyed or rendered wholly untenable 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 untenable, 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. Lessor and Lessee with respect to any and all damage to, or destruction of, all or any part of the Premises, and any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises.

11. 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.

12. 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.

13. 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.

14. Limitation of Lessor's Liability. IF LESSOR SHALL FAIL TO PERFORM ANY TERM, CONDITION, COVENANT OR OBLIGATION REQUIRED TO BE PERFORMED BY IT UNDER THIS LEASE AND IF LESSEE SHALL, AS A CONSEQUENCE THEREOF,

RECOVER A MONEY JUDGMENT AGAINST LESSOR, LESSEE AGREES THAT IT SHALL LOOK SOLELY TO LESSOR'S RIGHT, TITLE AND INTEREST IN AND TO THE PREMISES AND THE RENTS AND PROCEEDS THEREFROM FOR THE COLLECTION OF SUCH JUDGMENT; AND LESSEE FURTHER AGREES THAT NO OTHER ASSETS OF LESSOR, OR OF ANY OWNER, PARTNER, MEMBER OR MANAGER IN OR OF LESSOR, SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER PROCESS FOR THE SATISFACTION OF LESSEE'S JUDGMENT.

15. Notices. All notices, statements, demands, requests, or consents under this Agreement made or given by either Party to the other shall be personally delivered, sent via a nationally recognized overnight courier 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: GNLA 697 S. Burlington LLC
3435 W. Temple Street
Los Angeles, California 90026
Attention: Director of Facilities

If to Lessee: Camino Nuevo Charter Academy Burlington Campus
697 S. Burlington Avenue
Los Angeles, California 90057
Attention: School Operations Manager

16. 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.

17. 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 a violation of Environmental Laws and/or 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.

18. General Provisions.

18.1 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.

18.2 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.

18.3 Governing Law. This Lease shall be governed in accordance with the laws of the state in which the Premises is located.

18.4 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.

18.5 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 lessee 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.

18.6 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.

18.7 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.

18.8 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.

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

18.10 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.

18.11 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.

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

18.13 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.

18.14 Disability Access Disclosure Under Section 1938 of the California Civil Code. Lessor makes the following statement in accordance with Section 1938 of the California Civil Code: Neither the Premises nor the Property has undergone an inspection by a Certified Access Specialist to determine if the Premises or Property meet all applicable construction related accessibility standards pursuant to Section 55.53 of the California Civil Code. As required by Section 1938(e) of the California Civil Code, Lessor hereby states as follows: "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." In furtherance of the foregoing, notwithstanding any provision to the contrary in this Lease, Lessor and Lessee hereby agree as follows: (a) any CASp inspection requested by Lessee shall be conducted, at Lessee's sole cost and expense, by a CASp approved in

advance by Lessor; and (b) Lessee, at its cost, is responsible for making any repairs within the Premises to correct violations of construction-related accessibility standards; and, if anything done by or for Lessee in its use or occupancy of the Premises shall require repairs to the Premises or Property to correct violations of construction-related accessibility standards, then Lessee shall, at Lessor's option, either perform such repairs at Lessee's sole cost and expense or reimburse Lessor upon demand, as Additional Rent, for the cost to Lessor of performing such repairs. Notwithstanding any provision to the contrary in this Lease, Lessor and Lessee hereby agree that Lessee, at its sole cost, is responsible for making any repairs within the Premises to correct violations of construction-related accessibility standards under The Americans with Disabilities Act of 1990 (as the same may be amended) or any other applicable law; and, if anything done by or for Lessee in its use or occupancy of the Premises, including without limitation making any Alterations or constructing any tenant improvements, shall require or otherwise trigger repairs to the Premises or Property to correct violations of construction-related accessibility standards, then Lessee shall, at Lessor's option, either perform such repairs at Lessee's sole cost and expense or reimburse Lessor upon demand, as Additional Rent, for the cost to Lessor of performing such repairs.

18.15 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.

18.16 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.

18.17 Waiver of Jury Trial. LESSOR AND LESSEE, TO THE FULLEST EXTENT THAT THEY MAY LAWFULLY DO SO, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY ANY PARTY TO THIS LEASE WITH RESPECT TO THIS LEASE, THE PREMISES, OR ANY OTHER MATTER RELATED TO THIS LEASE OR THE PREMISES.

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

LESSOR:

GNLA 697 S. Burlington LLC,
a California limited liability company

By: _____
Name: Eric Heggen
Title: Chairman, GNLA

LESSEE:

Camino Nuevo Charter Academy,
a California nonprofit public benefit corporation
d/b/a Camino Nuevo Charter Academy Burlington Campus

By: _____
Name: Adriana Abich
Title: CEO, CNCA

Exhibit A

Legal Description of Premises

That certain real property located in the City of Los Angeles, County of Los Angeles, State of California described as follows (the "Premises"):

PARCEL 1:

LOT 14 AND 15 OF WEST LAKE PARK TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12 PAGE 15 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 18, OF WESTLAKE PARK TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12, PAGE 15, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH ALL RIGHT, TITLE AND INTEREST ACCRUING TO THE GRANTOR UNDER THAT CERTAIN COMMUNITY OIL AND GAS LEASE DATED JULY 17, 1963 INsofar AS THE GRANTOR IS ENTITLED TO PARTICIPATE IN PRODUCTION AND OTHER BENEFITS UNDER SAID LEASE.

Exhibit B

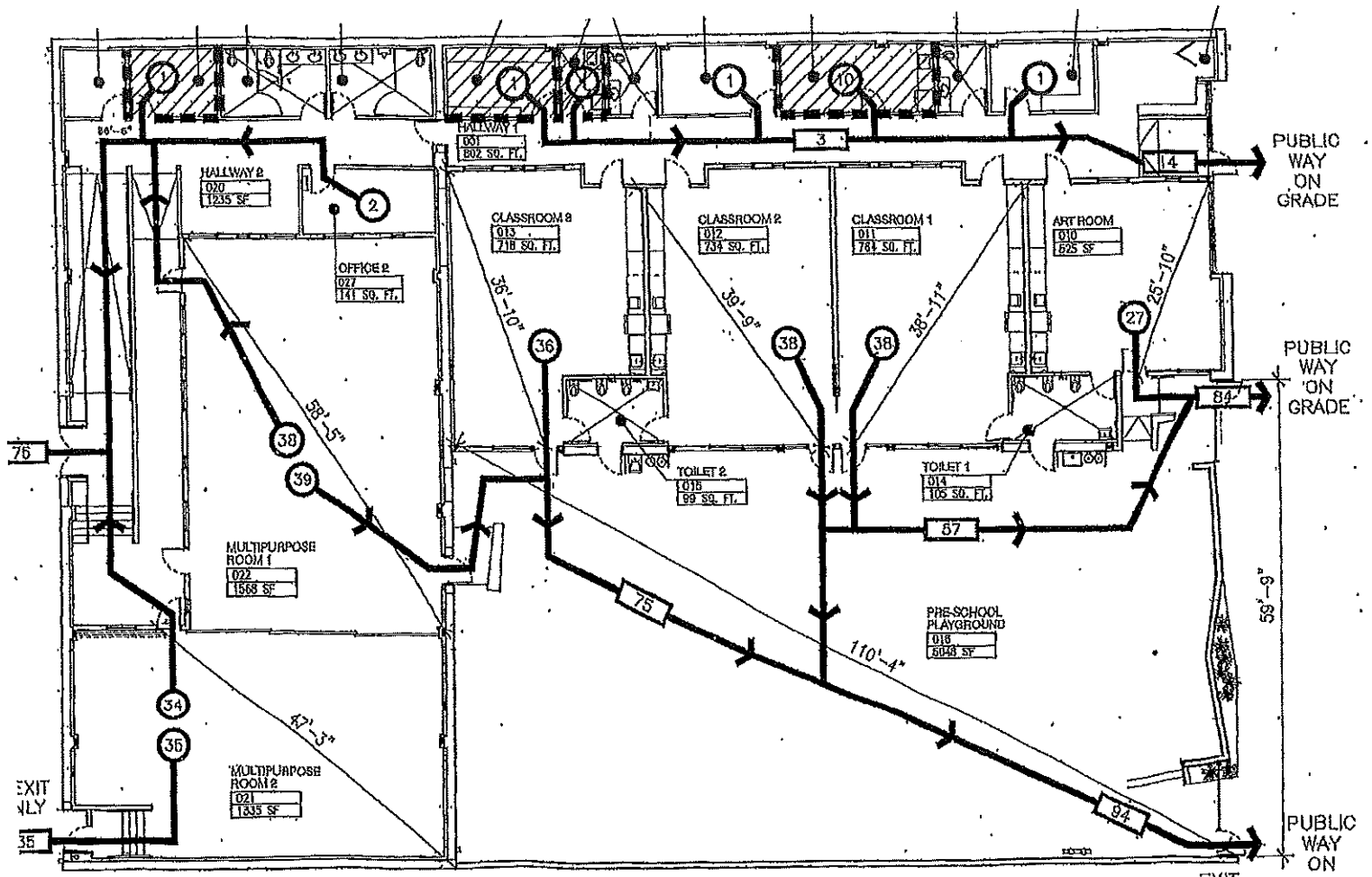


Exhibit B
Building Room Index

	ROOM ID #	ROOM NAME	NET AREA (SF)	USE PER CODE	PLUMBING		EXITING		
					OCC LOAD FACTOR	#OF OCC.	OCC LOAD FACTOR	#OF OCC.	
ADMIN. (E-1 STAFF)	001	HALLWAY 1	802	CIRCULATION	ACCESSORY				
	002	STORAGE 1	124	STORAGE			300	1	
	003	JANITORIAL	51	STORAGE	300	1	300	1	
	004	WOMEN'S RESTROOM	56	RESTROOM	ACCESSORY				
	005	HEAD OFFICE	127	OFFICE	100	1	100	1	
	006	STAFF ROOM 1	155	CONFERENCE	15	10	15	10	
	007	MEN'S RESTROOM	56	RESTROOM	ACCESSORY				
	008	RECEPTION / SICK ROOM	98	OFFICE	100	1	100	1	
	009	SPRINKLER CLOSET	12	MECH			300	0	
	SUBTOTAL					1481	13		14
CLASSROOMS (E-1)	010	ART ROOM	525	OPEN CLASSRM.			20	27	
	011	CLASSROOM 1	764	CLASSRM	20	39	20	39	
	012	CLASSROOM 2	734	CLASSRM	20	37	20	37	
	013	CLASSROOM 3	718	CLASSRM	20	36	20	36	
	014	TOILET 1	105	RESTROOM	ACCESSORY				
	015	TOILET 2	99	RESTROOM	ACCESSORY				
	SUBTOTAL					2945	112		139
TOTAL					4426			153	
EXT.	016	PLAYGROUND	5048		ACCESSORY				
		CANOPY	502		ACCESSORY				
MULTIPURPOSE (E-1)	020	HALLWAY	1235	CIRCULATION	ACCESSORY				
	021	MULTIPURP RM 2	1335	OPEN CLASSRM.			20	67	
	022	MULTIPURP RM 2	1568	OPEN CLASSRM.			20	79	
	023	ELECTRICAL CLOSET	72	MECH			300	0	
	024	TRASH ROOM	101	STORAGE			300	1	
	025	WOMEN'S RESTROOM	118	RESTROOM	ACCESSORY				
	026	MEN'S RESTROOM	118	RESTROOM	ACCESSORY				
	027	OFFICE 2	141	OFFICE	100	2	100	2	
	TOTAL					4726	2		149
	GRAND TOTAL					9,152 SF NET 10,487 SF GROSS			302

EXHIBIT C

[LESSEE'S USES]