



InSite
Educational Facility Services

September 30, 2018

Superintendent's Office
American Indian Model Schools
171 12th Street
Oakland, CA 94607

Superintendent Woods-Cadiz:

Thank you for the opportunity to respond to your Request for Proposals ("RFP") for Commercial Real Estate Brokerage Services. We have enjoyed our preliminary discussions with the American Indian Model School's (AIMS) Board, staff and subcommittees; we hope to have the opportunity to be engaged by AIMS and begin work immediately on locating a suitable site for a new campus.

We are responding as a complete team for AIMS: InSite will lead the effort on the Commercial Real Estate Services outlined in the RFP, focused primarily on-site selection; American Charter Development (ACD) will work in conjunction with InSite to ensure that the sites be considered can accommodate the AIMS model and mission, as well as, provide services for the construction, development and finance for the School; Ziegler will work on long-term financing and financial modeling for the School. The three firms will work in conjunction and in close coordination with you and your Board (and other consultants such as CSMC) to make sure the site selected is suitable in terms of location, available space and cost to AIMS. Our goal is to help AIMS to find its permanent home, built as AIMS wants it, with a cost structure AIMS can readily afford. Along with other factors, we will take into consideration AIMS' educational goals, financial goals, its desire to possibly retain its current building on 12th Street, and the desire to possibly consolidate all grades onto a single site.

The bulk of the attached proposal specifically replies to the RFP; we would be happy to meet with AIMS as appropriate to discuss this RFP response or any other matters which you deem relevant in making your decision. All members of our respective teams are available to AIMS to that end.

Scope of Work:

1. **California Real Estate Licensing:** InSite EFS #01957797, Benson Sainsbury #01252635, Daniel Morrar #01716132.




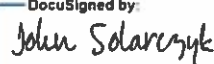
- 2. **Vendor Profile & Broker Experience:** Since 2008, InSite’s sole focus has been educational properties. We are the only national commercial real estate transaction and advisory services firm dedicated exclusively to the education property market segment. Over the last ten years we’ve facilitated over 150 charter school real estate transactions nationwide, adding over 75,000 new seats with a total value in excess of \$1.3B. We do not have an office in Alameda County, but we do serve all of the Bay Area from our Los Angeles office. Within the attached package includes our list of California clients, project locations and broker experience.
 - a. **Ziegler Experience:** Since their first financing in 1913, Ziegler has become a recognized leader in providing creative, tailored solutions to educational institutions. Since year 2000, Ziegler has financed over 100 K-12 Schools for nearly \$1.7 billion in par amount.
 - b. **ACD Experience:** With more than 100 years combined experience, 66 charter school facilities built, 405 million dollars invested, 2.8 million square feet built and 27,000 students served, American Charter Development (ACD) is America’s premier charter facility funding and development company.
- 3. **Conflict of Interest:** NONE

Sincerely,

DocuSigned by:

 087EE1E0A745438
Benson Sainsbury
 InSite EFS

DocuSigned by:

 JS018CD63C074FF
Packer Morley
 American Charter Development

DocuSigned by:

 C1FCCA7CE614389
John Solarczyk
 Ziegler

Appendix:

- 1. InSite EFS Broker Services Agreement
- 2. Broker Experience and Regional Expansion Services
- 3. Ziegler Engagement Letter
- 4. ACD Experience
- 5. Ziegler Experience



InSite
Educational Facility Services

September 27, 2018

Maya Woods-Cadiz
Superintendent
American Indian Model Schools

Re: Services Agreement

Dear Ms. Woods-Cadiz:

This letter confirms the Engagement (the “**Engagement**”) of InSite EFS, LLC (“**InSite EFS**”) by American Indian Model Schools (“**School**”), to assist School with site evaluation and other services as described in this Engagement, including but not limited to those services described in Section 3 of this Engagement (collectively, the “**Services**”).

This Engagement is subject to the following terms and conditions:

1. **Authorization: Exclusivity.** School understands and acknowledges that the Services provided by InSite EFS to School are highly specialized. As a result, School agrees that, during the term of this Engagement and within the area(s) defined within Exhibit “A” (“**Service Area**”) and/or exhibit “B” (**Project Specific Assignments**) InSite EFS shall be the exclusive provider of Services described in this Engagement. Neither School nor any of its affiliates, related entities, agents or persons acting on behalf of School shall contract with or retain the services of any other person or firm for services the same or substantially similar to the Services to be performed by InSite EFS under this Engagement. School also agrees that InSite EFS shall be the exclusive real estate brokerage firm representing School, its affiliates and any other related entity for any of the transactions described in Section 3 of this Engagement. School also understands and acknowledges that InSite EFS may perform services the same or substantially similar to the Services to be performed by InSite EFS on behalf of School for other persons or entities, which may include competitors of School. Such same or substantially similar services provided by InSite EFS to such other persons or entities may include showing the same school sites or potential school sites as have been or will be shown to School and making and negotiating offers on behalf of such other person or entities on school sites or potential school sites on which School has or desires to make an offer. As such, School hereby waives and releases InSite EFS from any conflict of interest, breach of fiduciary duty, and any and all claims arising from or relating to InSite EFS’s performance of such same or substantially similar services to such other persons or entities, including without limitation representing such other persons or entities in connection with school sites or potential school sites that InSite EFS has shown to School.

2. **Term.**

(A) **Term and Termination.** InSite EFS’s engagement hereunder shall become effective on the date on which School and InSite EFS shall have mutually

executed this Engagement (the "Effective Date") and shall expire the earlier of (1) twelve (12) months thereafter or (2) upon either party giving to the other party thirty (30) day written notice of its desire to terminate this Engagement (the "Termination Date"). Unless terminated as set forth above, the term of this Engagement shall automatically renew for twelve (12) months until terminated by either party by thirty (30) day written notice.

(B) Effect of Termination. Termination of this Engagement shall not limit InSite EFS's right to collect any fees earned as provided for by the terms of this Engagement as of the Termination Date. If within one hundred eighty (180) days after the Termination Date, School, its affiliates or any related entity enters into an agreement to lease or acquire any property submitted by InSite EFS or enters into an agreement with any person or entity with whom InSite EFS has negotiated or communicated in an effort to effect a lease or acquisition or secure financing on behalf of School, then InSite EFS shall be deemed to be the procuring cause of any resulting transaction and entitled to collect all fees owed to InSite EFS as provided for by the terms of this Engagement. Within thirty (30) days following the Termination Date, InSite EFS shall provide School a list of names, addresses or property descriptions for which InSite EFS would be owed fees as provided for by the terms of this Engagement. The amount of fees owed to InSite EFS shall not be reduced by any fees School may owe to another person or firm.

3. Services Provided by InSite EFS. School has retained InSite EFS to provide the following services, including but not limited to the following:

(A) Assist School in the identification and evaluation of possible locations for a school site. Services will include evaluating available land and existing buildings that are within a defined area outlined within Exhibit "A" ("Service Area") and/or a specific project that may be assigned to InSite EFS which shall be defined within Exhibit "B" ("Project Specific Assignments"). Should School choose to identify a new Service Area or exclude an existing Service Area, School and InSite shall define the revision to the Service Area through an amendment to the Engagement; and

(B) Take meetings with property owners and consultants to discuss the viability of a potential site for School; and

(C) Participate in meetings with School, property owners and cities to discuss the viability of a potential sites for School; and

(D) Assist School in negotiating and structuring a lease or purchase agreement.

4. Fees.

(A) Fee Amount. For providing Services, InSite EFS shall be paid a commission in the amount set forth in the table below that shall become due and payable at the time set forth in the table below. For the purposes of this Engagement, the "Purchase Price" shall mean the gross sales price of a property and shall include

real and personal property or assets that are part of the sale and the assumption and/or release of existing liabilities. The Purchase Price shall also include the price paid for any option on a property, extensions of any such option and the remaining balance of the Purchase Price if any such option is exercised. For a lease of property, InSite EFS shall be paid a percentage of each year's gross rent for the term of the lease as set forth in the table below. For a property or project in which InSite EFS negotiates or arranges financing (debt or equity), InSite EFS shall be paid a percentage of the total amount financed as set forth in the table below.

Type of Transaction	Commission	Commission Payable
Purchase of a property	4% of total Purchase Price	Close of escrow
Lease of a property	3% of Y1-10 and 1.5% of Y11-30	100% payable at execution of lease and removal of all contingencies, if any.

(B) Commissions in commercial real estate transactions are typically paid by the seller or landlord of a property or are deducted from the total amount financed. In the event that School successfully enters into a transaction pursuant to the terms of this Engagement and the seller, landlord or the party providing financing is unwilling to pay the total fee owed to InSite EFS, School shall be obligated to pay InSite EFS any balance of the fee remaining.

(C) In the event that a property is gifted, donated and/or InSite EFS is able to negotiate a purchase or lease of a property that is below fair market value, then all fees owed to InSite EFS shall be based on a recent appraisal satisfactory to InSite EFS or the fair market value as determined by InSite EFS according to industry standards.

5. Standard of Care; Claims. InSite EFS shall use commercially reasonable efforts in providing the Services to School. However, InSite EFS's liability hereunder for damages, regardless of the form of action, shall not exceed the total amount of fees actually received by InSite EFS pursuant to this Engagement. School further agrees that neither InSite EFS nor any of its representatives, officers or employees shall be liable for any claim, demand or judgment made against School by any other party. Except for as specifically provided for in this Engagement, InSite EFS shall not be liable for any damages resulting from InSite EFS's performance of its obligations under this Engagement, including, without limitation, incidental and/or consequential damages, even if InSite EFS has been advised of the possibility of any such damages. No action related in any way to this Engagement, regardless of form, may be brought by either party more than one (1) year after the Termination Date.

6. Obligations of School. School acknowledges and agrees that it has performed or will perform the following undertakings, agreements and covenants in connection with this Engagement:

(A) Make available or cause to be made available to InSite EFS all documents, financial projections, management statements with respect to School, School's organizational documents and other information which shall be necessary or appropriate for the proper performance of InSite EFS's duties hereunder;

(B) Cooperate fully with InSite EFS and provide to InSite EFS all information that InSite EFS may require to fulfill its duties and provide the Services hereunder. All information provided by School and their agents shall be accurate and complete, in all material respects, and InSite EFS shall be entitled to rely thereon without verification and to include all or any portion thereof in any work or services it provides hereunder; and

(C) Provide timely approvals of any items required pursuant to this Engagement.

7. Disclosures Regarding Real Estate Agency Relationships. By entering into this Engagement, School acknowledges and understands InSite EFS, either acting directly or through one or more its agents, can legally be the agent of both School and another party in a specific transaction, but only with the knowledge and consent of both School and such third party. In this dual agency relationship, InSite EFSEFS has the following affirmative obligations to both School and the third party:

(A) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either School and the third party;

(B) A duty of honest and fair dealing and good faith; and

(C) When representing both School and a third party, InSite EFSEFS may not without the express permission of a respective party, disclose to the other party that the party will accept rent/purchase price in an amount less than that indicated in the listing or that a party is willing to pay a higher rent/purchase price than that offered.

The above duties of InSite EFS do not relieve School from the responsibility to protect its own interests. School should carefully read all agreements to assure that they adequately express its understanding of the transaction. School acknowledges that InSite EFS may request that School further acknowledge and confirm InSite EFS's agency relationship as may be required by state or local law and School agrees to execute any such further disclosures as requested by InSite EFS.

8. Modification of Agreement/Assignment. This Engagement contains the entire agreement between the parties and may be modified only in writing signed by the parties hereto. This Engagement shall be binding upon and inure to the benefit of the parties hereto and may not be assigned by either party.

9. Arbitration. Any and all claims, disputes, controversies or differences arising between the parties hereto in relation to or in connection with this Engagement, except in respect of Section 10, shall be determined by arbitration. This arbitration shall be held in Austin, Texas and conducted in accordance with the rules of the American Arbitration Association before one arbitrator selected in accordance with such rules. The decision of

such arbitrator shall be final and binding upon the parties hereto and may be enforced by any court having jurisdiction so to do.

Subject to the limitations of Section 5 hereof, the prevailing party shall be awarded all of its filing fees and related administrative costs and other costs of obtaining an arbitration award, including the costs of subpoenas, depositions, transcripts and the like, witness fees, payment of reasonable attorneys' fees and similar costs related to obtaining, enforcing and collecting an arbitrator's award and all such amounts shall be added to, and become part of, the amounts due pursuant to this Engagement.

10. **Indemnity.** School agrees to indemnify and hold harmless InSite EFS and its affiliates, the respective directors, officers, controlling persons, if any, agents, employees, brokers and attorneys of InSite EFS and its affiliates (hereinafter, the "**Indemnified Party**") from and against all claims, liabilities, losses, damages, proceedings or actions (whether pending or threatened) related to or arising out of this Engagement or InSite EFS's role in connection therewith, and will reimburse InSite EFS, InSite EFS's affiliates and any Indemnified Party for all reasonable costs and expenses, including counsel fees, as they are incurred in connection with investigating, preparing for and defending any such claim, proceeding or action (whether pending or threatened). School will not, however, be responsible for any claims, liabilities, losses, damages or expenses which have resulted from InSite EFS's gross negligence or intentional or reckless misconduct. The foregoing shall survive the Termination Date.

11. **Attorney's Fees.** In the event that any legal action or other proceeding of any kind is brought for the enforcement of this Engagement or because of an alleged breach, default or misrepresentation, or because of any other dispute arising from or in connection with any term or condition of this Engagement, the successful or prevailing party shall be entitled to recover all reasonable attorneys' fees and other costs incurred in such action or proceeding, in addition to any other relief to which it may be entitled.

12. **Governing Law; Forum.** This Engagement shall be interpreted under and governed by the laws of the state of Texas; and in the event of any dispute hereunder, the parties hereby consent to the exclusive jurisdiction of the courts of Texas a for the adjudication of such dispute.

13. **Authority.** School represents and warrants to InSite EFS that this Engagement has been duly authorized by all requisite action, and that School is duly authorized to execute this Engagement and perform all of its obligations hereunder. InSite EFS represents and warrants to School that its entry and delivery of this Engagement has been duly authorized by all requisite action.

14. **Confidentiality.** School, on its own behalf and on behalf of its partners, shareholders, officers, employees and agents, and InSite EFS, on its behalf and on behalf of its affiliates, partners, shareholders, officers, employees and agents, hereby acknowledge that the contents of this Engagement, the contents of all documents, instruments and other materials which may become available to them during the Engagement (the "**Confidential Materials**") are of a confidential nature, and such Confidential Materials may (except as may be required to accomplish the purposes of this Engagement) not be disseminated,

distributed, discussed or otherwise made available to any person other than School or InSite EFS or their respective counsel. Notwithstanding the foregoing, the following are excluded from the confidentiality provisions of this Section 13: (i) public information, (ii) disclosures required by law, judicial process or litigation between the parties and (iii) disclosures made to an affiliate of a party if the affiliate is advised of and agrees in writing to the confidentiality provisions hereof.

[Signatures appear on the following page]

If the foregoing reflects our mutual understanding, please execute the enclosed duplicate of this Engagement in the space provided below and return it to us.

Very truly yours,



InSite EFS, LLC
By: Benson P. Sainsbury
Title: President

Accepted and Agreed,

American Indian Model Schools

Sign: _____

Print: _____

Title: _____

Date: _____

**Exhibit "A"
Service Area**

To be determined

Exhibit "B"
Project Specific Assignments

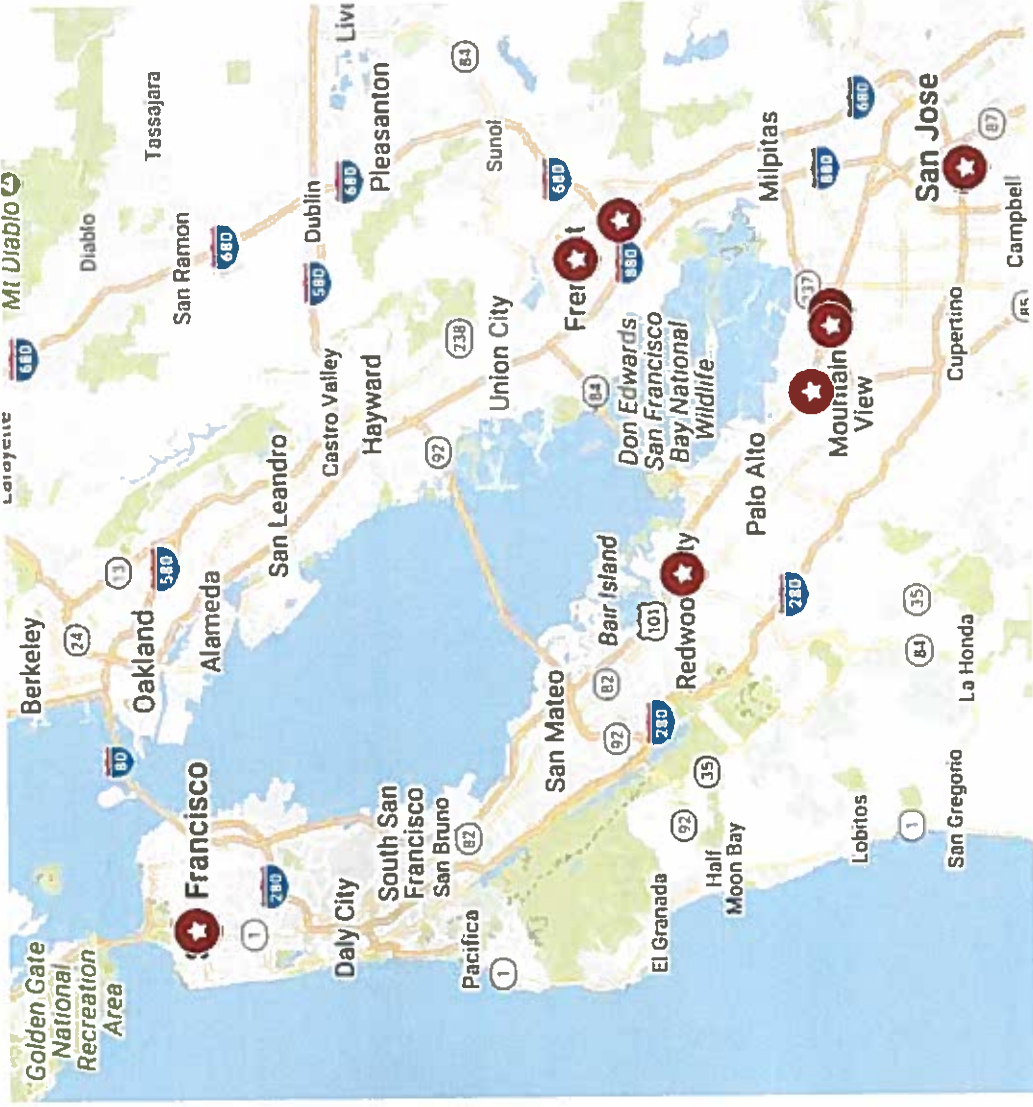
To be determined



American Indian
Model Schools
A School at Work!



**REGIONAL EXPANSION
SITE SELECTION SERVICES**



- Stratford School: 645 14th Avenue, San Francisco
- Stratford School: 43055 & 43077 Osgood Road, Fremont
- BASIS Independent: 1290 Parkmoor, San Jose
- BASIS Independent: 3300 Kearney Street, Fremont
- SUMMIT Public Schools: 820 San Aleso Avenue, Sunnyvale
- SUMMIT Public Schools: 539 Weddell Drive, Sunnyvale
- SUMMIT Prep: 890 Broadway, Redwood City
- SUMMIT Public Schools: 1012 Linda Vista Avenue, MV

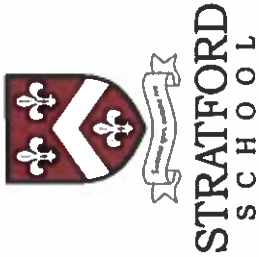
InSite EFS completed schools in SFO



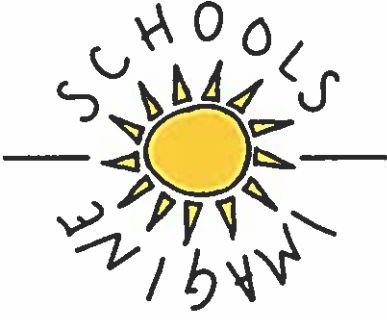
summit
public schools



ALLIANCE
College-Ready Public Schools



FENTON
ACADEMY



Imagine Schools

Partial list of InSite California Clients

SCHOOL FACILITIES

70+

SQUARE FEET

2.8M

STUDENTS SERVED

27K

\$ INVESTED

405M

ACD have completed projects in the following states:

Arizona / California / Colorado / Florida /
Georgia / Idaho / North Carolina / South
Carolina / Texas / Utah



HERE'S OUR PROCESS

1 Find your ideal location.

- Search for site
- Perform due diligence
- Purchase site

2 Design and build your permanent facility.

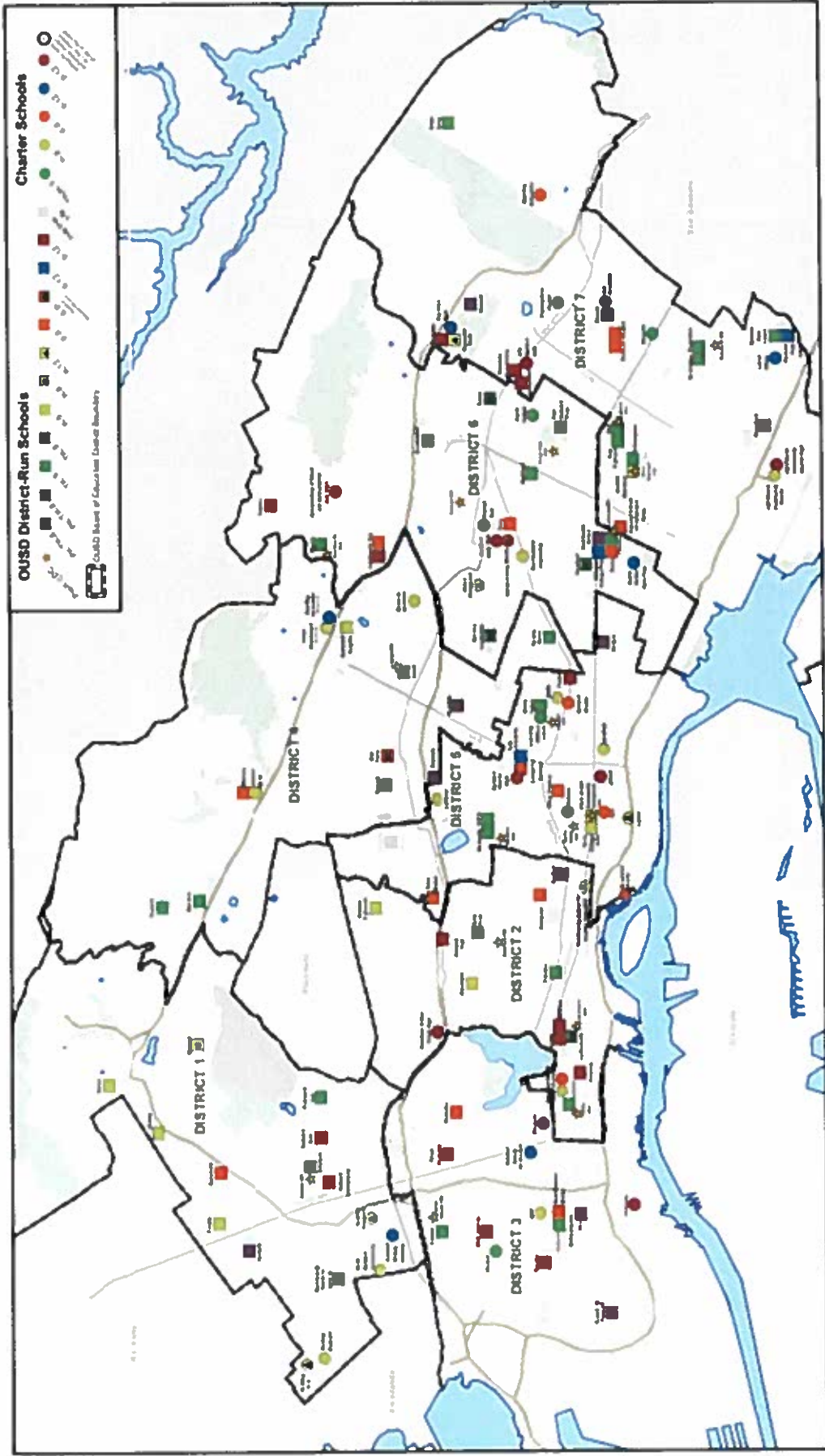
- Draft plans
- Secure permits
- Construction

3 Finance everything and lease it to you, giving you the option to purchase ASAP.

- 100% financing
- FFME + start-up funding

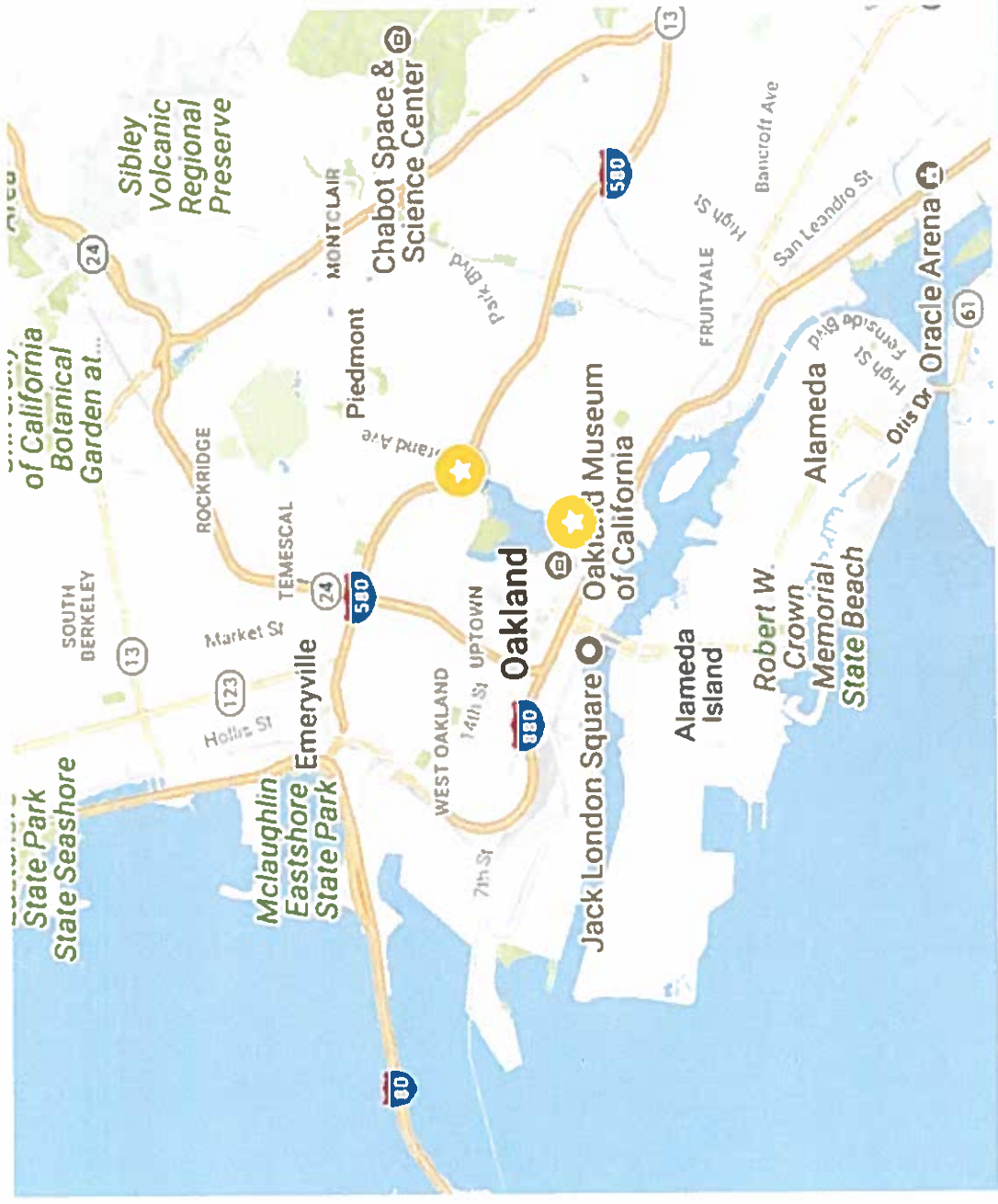
See track record at www.acd.com/schools

 AMERICAN CHARTER
DEVELOPMENT



OAKLAND UNIFIED SCHOOL DISTRICT

2017-18 OAKLAND DISTRICT-RUN AND CHARTER SCHOOLS



AMERICAN INDIAN MODEL SCHOOLS

CURRENT LOCATIONS

Our core services outlined below encompass our site selection services. We do a highly detailed site search to locate both on and off-market properties with the objective of striking the balance between meeting the requirements necessary for site development, and finding a location with the highest potential of contributing to the school's success.

Integral to the process of site selection is our traveling to spend time in the field touring properties, meeting with property owners, city agencies, and working closely with ACD. As we work throughout California, travel to our sites search destinations is typical for our team and is scheduled as appropriate.

Communication throughout the site search and acquisition process is vital for all parties involved. In order to keep the dialog flowing, we schedule weekly or bi-weekly calls with our clients to give status updates, receive feedback, and discuss our next steps.

We continuously seek out opportunities through networking with developers, property owners, and professional organizations, and strive to maintain positive relationships on all levels.

*Project Coordination with ACD
Transaction Negotiation
Demographic Market Analysis
On and Off Market Property Search
Zoning Analysis*

*Smartsheet Property Tracking
Live Data Sharing
Comprehensive Property Reporting
Heat Mapping
Site Ranking*

SITE SELECTION SERVICES

ONE PAGE REPORTING Each property we believe is a strong consideration for the school, we provide a One Page slide that provides detailed information on the property which includes overview of demographics (which can be tailored as needed by the school), pricing, zoning, flood plain, and other necessary information. InSite does not forward broker fliers to the school as the information on broker fliers can be inaccurate and we make sure to confirm all specific details before we send out the information to the school to review as a possible location. This information is also extremely useful to PMSI as it expedites the information they need to fully evaluate a location.

Property Address:	I-35 & Hillside Terrace, Buda, Texas 78610		
On or Off Market	On-Market		
Purchase Price:	\$3,212,767		
Asking Price per SF:	\$4.95/SF		
Size of Land:	14.9 AC		
APN #:	Awaiting Confirmation		
Zoning:	ET1		
Topography:	Level		
Flood Plain:	No		
DEMOGRAPHICS (ESRI)	1 MILE	3 MILE	5 MILE
Population (2016)	6,492	27,560	57,332
Population (2021)	8,561	36,157	71,939
Median HHl	\$56,574	\$64,214	\$73,662
% of HH under \$49,000	42.4%	37.3%	31.8%
% of HH at \$50-\$75K	21.3%	19.3%	18.9%
% on food stamps	8.3%	10.1%	8.0%
% pop grades PK-2	7.0%	7.6%	7.1%
% pop grades 6th	1.8%	1.8%	1.8%
% pop grades PK-2 (2021)	7.0%	7.6%	7.2%
Comments/Notes:	High visibility along the E-35 frontage road. All utilities are in place, the property is located within the ET1 and would need to be annexed into Buda upon change of use. There is a freeway exit ramp that lets out approximately mid point along the frontage road which may cause traffic issues.		



PLUM CREEK 11-I & 11-H, KYLE, TEXAS 78640
 This document is the property of InSite, Inc. and shall not be distributed without its written authorization.

ONE PAGE REPORTING



Acquisition and Ground up construction

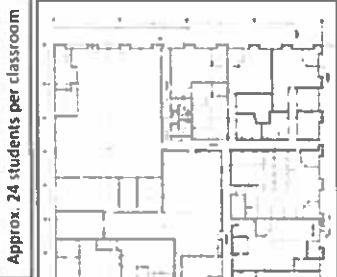
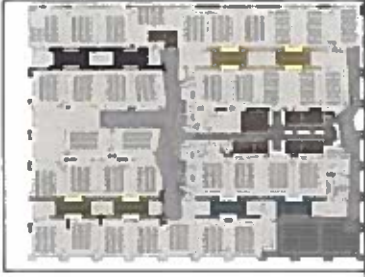
- 1.50 acres
- RA City - CUP
- \$ 2,520,000 – PP
- \$ 1,800,000 – Soft Cost
- \$ 17,270,000 – Hard Cost (\$262/SF)
- \$23,886,000 Total PC
- 65,865 SF building, 118 parking stalls
- 42 classrooms
- Underground parking
- 1050 student middle/high school



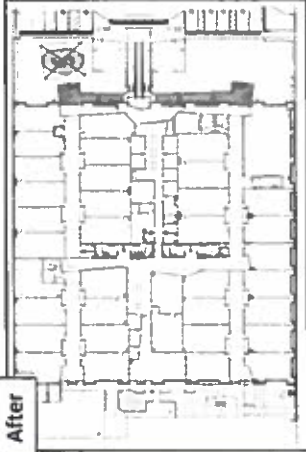
CASE STUDY I



Converted 50K SF of an 80K SF office building
 864 student K-5
 C-2 LA By - Right
 \$1,800,000 - Soft Cost
 \$6,300,000 (\$126/SF) - Hard Cost TT



Before



After

30K SF office with 2-story parking above
 Subject Property
 50K SF Office

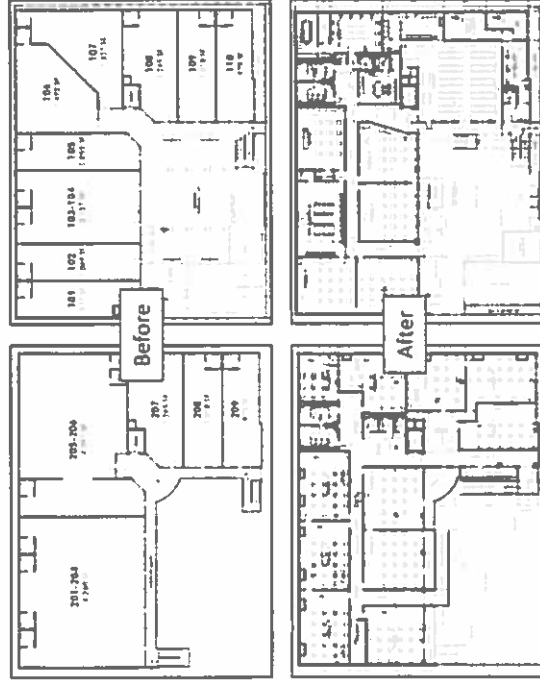
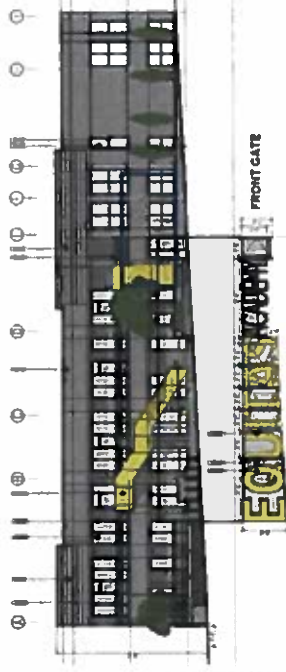


Approx. 24 students per classroom

CASE STUDY 2



.41 Acres
 [Q]C2 LA City
 Former commercial center
 \$4,300,000 – PP
 \$1,500,000 – Soft Cost
 \$2,800,000 – Hard Cost
 24k SF building
 16 classrooms
 450 student primary school (k-8)



CASE STUDY 3

ON-MARKET & OFF-MARKET PROPERTY SEARCH InSite not only provides an exhaustive search of on-market properties to consider but we also complete an extensive off-market property search. If our client is looking for 10 acres we review what is available on-market but we also search off-market sites that may be a consideration, and then cold call and mail letters to the property owner to find out if they will consider selling a property. We have had great success in locating off-market opportunities for our clients. We have software that allows us to identify properties in a specific size range and provides owner contact information and sales data.

HEAT MAPS We can provide to the school heat maps to identify areas that meet the schools target demographics. These heatmaps can be built with a single demographic in mind, such as income, or we can combine demographics such as income/overall population/population in specific grades and many others.

SMARTSHEET We use Smartsheet to track all on-market and off-market opportunities. Our clients have access to Smartsheets to access or review the information we are providing. Within Smartsheets add in attachments, notes, property info specifics and contact info.

SITE SELECTION SERVICES



735 North Water Street
Suite 1000
Milwaukee, WI 53202

Toll-Free: 414 978 6400
Fax: 414 978 6401

www.Ziegler.com

August 21, 2018

Mrs. Maya Woods-Cadiz
Superintendent
American Indian Model Schools
171 12th Street
Oakland, CA 94607

Dear Mrs. Woods-Cadiz:

This letter confirms the engagement of B.C. Ziegler and Company ("Ziegler") by American Indian Model Schools (the "Borrower"), to act as lead underwriter for the Borrower's offering (the "Offering") of taxable and tax-exempt bonds (the "Bonds") to be issued through an acceptable conduit issuer (the "Issuer") to finance (i) all costs associated with the acquisition of property and construction/rehabilitation of a permanent school site thereon, (ii) the funding of a debt service reserve fund, (iii) transaction costs of issuance, and (iv) the funding of a capitalized interest account (if necessary) (collectively, the "Project").

1. Underwriting Services – Underwriting services to be provided by Ziegler under the terms of this engagement are as follows:
 - (a) offer the Bonds for sale on a best efforts basis;
 - (b) assist the Borrower in the preparation of a Limited Offering Memorandum (the "Official Statement") describing the Borrower, the Issuer, the Projects and the Bonds, which Official Statement shall not be made available to potential investors until such Official Statement, and its use, shall be approved by the Borrower;
 - (c) submit a bond purchase agreement (the "Bond Purchase Agreement") to the Borrower and the Issuer for the purchase of the Bonds at interest rates. This Bond Purchase Agreement will be subject to acceptance and approval by the Borrower.
 - (d) act as the sole underwriter of the Bonds as specified above; and
 - (e) assist the Borrower with the preparation of any other communications to be used in placing the Bonds.

The Borrower acknowledges and agrees that ~~Ziegler reserves the right not to participate in the offering of the Bonds and that Ziegler's engagement hereunder is not an agreement by it or any of its affiliates to underwrite, place or purchase any securities or otherwise provide financing until the execution of Bond Purchase Agreement.~~ Borrower further acknowledges and agrees that Ziegler is acting solely as underwriter for the Bonds and not as a municipal advisor, financial advisor or fiduciary to the

Borrower. Unlike a municipal advisor to a municipal entity, Ziegler will not have a fiduciary duty to the issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the issuer without regard to its own financial or other interests. Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both Borrower and investors. In its capacity as underwriter, Ziegler's primary role (subject to the provisions hereof) is to purchase the Bonds with a view to distribution, or arrange for the purchase of the Bonds, in an arm's length commercial transaction at a fair and reasonable price. Ziegler must balance its duty to purchase the Bonds at a fair and reasonable price with its duty to sell the Bonds to investors at prices that are fair and reasonable. As an underwriter, Ziegler's financial and other interests differ from (and may conflict with) the interests of the Borrower. Any advice rendered by Ziegler to the Borrower pursuant hereto (including, but not limited to, advice regarding the structure, timing and terms of the issue of the Bonds or other similar matters concerning the issue of the Bonds) is rendered solely in Ziegler's capacity as an underwriter, and no such advice shall render or result in Ziegler being considered or in fact acting as a municipal advisor, financial advisor or fiduciary to the Borrower, or to any other party in connection with the issuance of the Bonds. The Borrower shall consult with its own legal, financial advisors and/or municipal advisors to the extent it deems appropriate in connection with the Offering. Ziegler will review the Official Statement for the Bonds in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

2. Information - In connection with the engagement of Ziegler hereunder and the Borrower's preparation of the Official Statement, the Borrower will furnish Ziegler with any information (the "Information") concerning the Borrower and the Projects which Ziegler reasonably deems appropriate and will provide Ziegler with access to the Borrower's officers, directors, accountants, counsel and other advisors. The Borrower represents and warrants to Ziegler that the Information and the Official Statement will be true and accurate in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading in light of the circumstances under which such statements are made. The Borrower acknowledges and agrees that Ziegler will be using and relying upon such Information supplied by the Borrower and its officers, directors, agents and other representatives and any other publicly available information concerning the Borrower and the public without any independent investigation or verification thereof or independent appraisal by Ziegler of the Borrower or its business or assets.
3. Underwriting Fees - As shall be specified in the Bond Purchase Agreement, Ziegler's fee for this Offering will be equal to one and three-quarters percent (1.75%) of the par amount of Bonds offered. Ziegler's fees will be due and payable upon the closing of the Bonds, in the form of underwriter's discount or such other method of payment as the parties may agree in the Bond Purchase Agreement. Underwriting compensation will be contingent on the closing of the transaction. Contingent financing fees such as this can create a potential conflict of interest for Ziegler to recommend a transaction.

Ziegler will coordinate all aspects of Bond delivery.

4. Indemnification - In connection with Ziegler's engagement (which engagement may have commenced prior to the date hereof), the Borrower agrees to indemnify and hold harmless Ziegler and its affiliates, directors, officers, agents and employees and each other person, if any, controlling Ziegler or any of each of their respective successors and assigns, to the fullest extent permitted by law, on a current basis as incurred, from and against any losses, claims, damages or liabilities (or actions in respect thereof) related to or arising out of such engagement or Ziegler's role in connection therewith, and will reimburse Ziegler and any other party entitled to be indemnified hereunder for all expenses (including counsel fees) as they are incurred by Ziegler or any such other indemnified party in connection with investigating, preparing or defending any such action or claim whether or not in

connection with pending or threatened litigation in which Ziegler is a party. The Borrower will not, however, be responsible for any claims, liabilities, losses, damages or expenses which are finally judicially determined to have resulted directly and primarily from Ziegler's bad faith, willful misconduct or negligence.

If the indemnification provided for in the foregoing paragraph is judicially determined to be unavailable (other than in accordance with the terms hereof) to any person otherwise entitled to indemnity in respect of any losses, claims, damages or liabilities referred to herein, then, in lieu of indemnifying such person hereunder, the Borrower shall contribute to the amount paid or payable by such person as a result of such losses, claims, damages or liabilities (and expenses relating thereto) (i) in such proportion as is appropriate to reflect the relative benefits to the Borrower, on the one hand, and Ziegler, on the other hand, of the engagement provided for in this agreement or (ii) if the allocation provided for in clause (i) above is not available, in such proportion as is appropriate to reflect not only the relative benefits referred to in such clause (i), but also the relative fault of each of the Borrower and Ziegler, as well as any other relevant equitable considerations; provided, however, in no event shall Ziegler's aggregate contribution to the amount paid or payable exceed the aggregate amount of fees actually received by Ziegler under this agreement. For the purposes of this agreement, the relative benefits to the Borrower and to Ziegler of the engagement under this agreement shall be deemed to be in the same proportion as (a) the total proceeds received or contemplated to be received by the Borrower in the Offering, whether or not such Offering is consummated, to (b) the fees paid or to be paid to Ziegler under this agreement.

The Borrower also agrees that neither Ziegler, nor any of its affiliates nor any officer, director, employee or agent of Ziegler or any of its affiliates, nor any person controlling Ziegler or any of its affiliates, shall have any liability to the Borrower for or in connection with such engagement except for any such liability for losses, claims, damages, liabilities or expenses incurred by the Borrower which are finally judicially determined to have resulted directly and primarily from Ziegler's bad faith or gross negligence. Furthermore, the Borrower shall not be entitled to any form of implied or equitable indemnification at any time whether based on a theory of contract, torts (including negligence), strict liability or otherwise, and any right thereto is hereby irrevocably waived and disclaimed by the Borrower. The foregoing agreement shall be in addition to any rights that Ziegler, the Borrower or any indemnified party may have at common law or otherwise, including, but not limited to, any right to contribution. For the sole purpose of enforcing and otherwise giving effect to the provisions of this agreement, the Borrower hereby consents to personal jurisdiction and service and venue in any court in which any claim which is subject to this agreement is brought against Ziegler or any other indemnified party.

5. Disbursements – The Borrower shall be responsible for the payment of costs related to the issuance of the Bonds including, but not limited to, title insurance, bond printing, auditor's and other consultant's fees, preliminary and final official statement printing, bond counsel fees, underwriter's counsel fees, Borrower's counsel fees, credit facility provider's fees (if applicable), and trustee's fees. Underwriter's counsel fees are contingent upon the bonds closing. The Borrower shall reimburse Ziegler for its out-of-pocket fees and reasonable expenses incurred during the term of its engagement hereunder, including, but not limited to, the reasonable fees and expenses of its legal counsel and those of any due diligence or file review service or other advisor retained by Ziegler in connection with its engagement hereunder. Ziegler assumes responsibility for expenses incurred in connection with Municipal Securities Rulemaking Board (MSRB) fees and all expenses of communication between the underwriters (syndication expenses).
6. Conditions to Engagement - This letter is not a commitment to underwrite the Bonds, but is intended to be a statement of mutual intention to complete the transaction outlined herein, it being recognized that many material details of the financing can only be determined at the time definitive documents

have been drafted and mutually agreed upon. It is understood that the carrying out of this proposal shall be subject to the following conditions being satisfactory to Ziegler at the time a bond purchase agreement is signed and the Bonds are offered for sale to the public: (1) compliance with all federal and state laws and regulations, (2) the financial and operational position of the Borrower, (3) the absence of claims and litigation not covered by insurance, (4) an adequate legal (non-usurious) interest rate being applicable to the Bonds, (5) general political, economic and market conditions being such that Ziegler in its judgment will be able to sell the Bonds in the then current market, (6) due diligence investigation of the affairs of the Borrower and of the proposed collateral not revealing circumstances which, in the judgment of Ziegler, would present material risks not reasonably contemplated by or disclosed to Ziegler on the date hereof, (7) approval of the Issuer (if applicable), and (8) delivery of an approving opinion of nationally recognized bond counsel in respect of tax-exempt bonds.

7. Term - The term of Ziegler's engagement hereunder as lead underwriter for the Bonds shall extend from the date hereof through the earlier of (i) twenty-four months from the date hereof, and (ii) the closing on the sale of the Bonds. Subject to the provisions of paragraphs 3 through 5 and 7 through 11, which shall survive any termination of this agreement, the Borrower or Ziegler may terminate Ziegler's engagement hereunder at any time for due diligence or any other reason by giving the other parties hereto at least 10 days' prior written notice.
8. Miscellaneous -
 - (a) Subject to applicable law, no advice rendered by Ziegler in connection with the services performed by Ziegler pursuant to this letter agreement will be quoted, nor will any such advice or the name of Ziegler be referred to, in any report, document, release or other communication, whether written (including, without limitation, the Official Statements) or oral, prepared, issued or transmitted by the Borrower or any person or corporation controlling, controlled by or under common control with the Borrower or any director, officer, employee, agent or representative of any of the foregoing, to any unaffiliated third party, without Ziegler's prior written authorization.
 - (b) The Borrower represents and warrants to Ziegler that there are no brokers, representatives or other persons which have an interest in compensation due to Ziegler from any transaction contemplated herein.
 - (c) The benefits of this agreement shall inure to the benefit of the respective successors and assigns of the parties hereto and of the indemnified parties hereunder and their successors and assigns and representatives, and the obligations and liabilities assumed in this agreement by the parties hereto shall be binding upon their respective successors and assigns. The Borrower acknowledges that Ziegler has been retained solely to provide the services set forth in this letter agreement. In rendering such service, Ziegler is acting as an independent contractor and any duties of Ziegler arising out of its engagement hereunder shall be owed solely to the Borrower.
9. Amendments and Governing Law - This agreement may not be amended, modified or assigned except in writing and with the written consent of all parties hereto, and shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws principles.
10. Enforceability - The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provisions in this agreement, which shall remain in full force and effect.

11. Counterparts - This agreement may be executed in counterparts, together which shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

If this letter agreement is substantially in accordance with your understanding, please approve and return. Upon receipt, we will promptly approve and return an executed copy to you.

B.C. ZIEGLER AND COMPANY

By: 

John Solarczyk
Managing Director

The undersigned hereby agrees to the above terms as of August __, 2018.

American Indian Model Schools

By: _____
Maya Woods-Cadiz
Superintendent

ACCEPTED AND APPROVED:

B.C. Ziegler and Company
Chicago, Illinois

By: _____

Dated: _____

JOHN SOLARCZYK



John Solarczyk joined Ziegler in 2015 as a managing director and oversees California and the Southwest for the charter school banking team. He brings more than 20 years of banking experience to Ziegler, having previously served as a public finance banker and underwriter in California.

John spent most of his career as a banker at De La Rosa & Co., having started with the company in 1993, and served as an underwriter for its very active trading desk from 2011-2014. After De La Rosa's acquisition by Stifel in 2014, He served as co-head of the organization's Los Angeles-based Charter School Finance Group.

John holds Series 7, 24, 53 and 63 licenses from FINRA. He graduated cum laude from the University of California, Los Angeles with a bachelor's degree in Business Economics.

JOHN A. SOLARCZYK
Managing Director
Charter School Finance

jsolarczyk@ziegler.com

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Newport Beach, California 92660

P: 312 705 7249
F: 414 978 6575

www.Ziegler.com

ZIEGLER INVESTMENT BANKING



David Shin joined the religion and education team at Ziegler in 2013. He is responsible for helping charter schools, K-12, and governmental entities issue tax-exempt and/or taxable bonds. David manages various parts of the process to ensure that information is presented well to investors and the financing is completed successfully. He has provided analytical support for a wide range of financings, including educational facilities revenue bonds, refunding bonds, lease bonds, water bonds, sewer bonds, community facilities district bonds, redevelopment agency bonds, private placements, bank placements, and more.

David graduated summa cum laude from the University of Colorado at Boulder in 2012 with a degree in mathematics and economics. His honor's thesis explored the relationship between the credit markets and monetary policy.

DAVID SHIN
Senior Associate
Charter School Finance

dshin@ziegler.com

8310 South Valley Highway
Suite 300, Office 3142
Englewood, Colorado 80112

P: 312 705 7292
F: 303 794 0146

www.Ziegler.com

OVERVIEW | ZIEGLER CHARTER SCHOOL FINANCE

WITH OVER 100 YEARS OF RAISING CAPITAL FOR COMMUNITIES, Ziegler is a recognized leader in the educational sector throughout the U.S. As one of the few financial services firms in the country that has a dedicated team of charter school finance professionals, Ziegler can offer unbiased advice to help advance your mission.

- **Ziegler is the financier of choice for community-based not-for-profit organizations**
 - Financing institutions that are cornerstones of their communities is what we've done for 115 years. In 2017 we financed over **\$3.3 billion** for institutions providing for the health, wealth and well being of their communities including healthcare, senior housing and charter/K-12 educational facilities
- **Ziegler is independent**
 - Ziegler is an independent, employee-owned investment bank that is not tied to a commercial bank. Our sole focus is on your financing. We do not ask our clients to change any existing banking relationships.
 - We do NOT serve public school districts and thus are not conflicted in this area
- **Experience & Relationships Matter**
 - Within the combined education/senior living/healthcare investment sector, Ziegler underwrites more "high-yield" (i.e. BBB, BB and non-rated), tax-exempt bonds than any other underwriter¹. High Yield funds are the primary investors of charter school debt
- **Ziegler will underwrite bonds when needed to ensure full funding of your project**
 - Since 2010 Ziegler has used its own capital to underwrite over \$1 billion in bonds for 501(c)(3) organizations when buyers were not available on the pricing date.

¹All rankings and amounts through Thomson Reuters Financial Securities Data. Based on full credit given to senior manager of lead-managed underwriting principal volume for education, senior living, and healthcare transactions completed nationally.



ZIEGLER SCHOOL FINANCE THROUGH THE YEARS

1913

Our Foundation



Holy Angels K-8 School
West Bend, Wisconsin
First Ziegler School financing in 1913



Angela Mericl High School
Louisville, Kentucky
1959 Financing



Walter Lutheran High School
Melrose Park, Illinois
1954 Financing

1990s

Driving K-12 Growth



Lake Highland Prep Academy
Orlando, Florida
1992 Financing



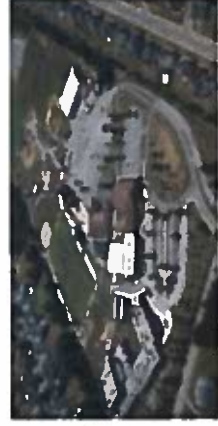
Christian Heritage School
Northfield, Illinois
1996 Financing



Viewpoint School
Calabasas, California
1999 Financing

2000s

School Choice
Facilities Financed



Red Lion Christian Academy
Bear, Delaware
2016 Financing



Escondido Charter High School
Escondido, California
2006 & 2015 Financings



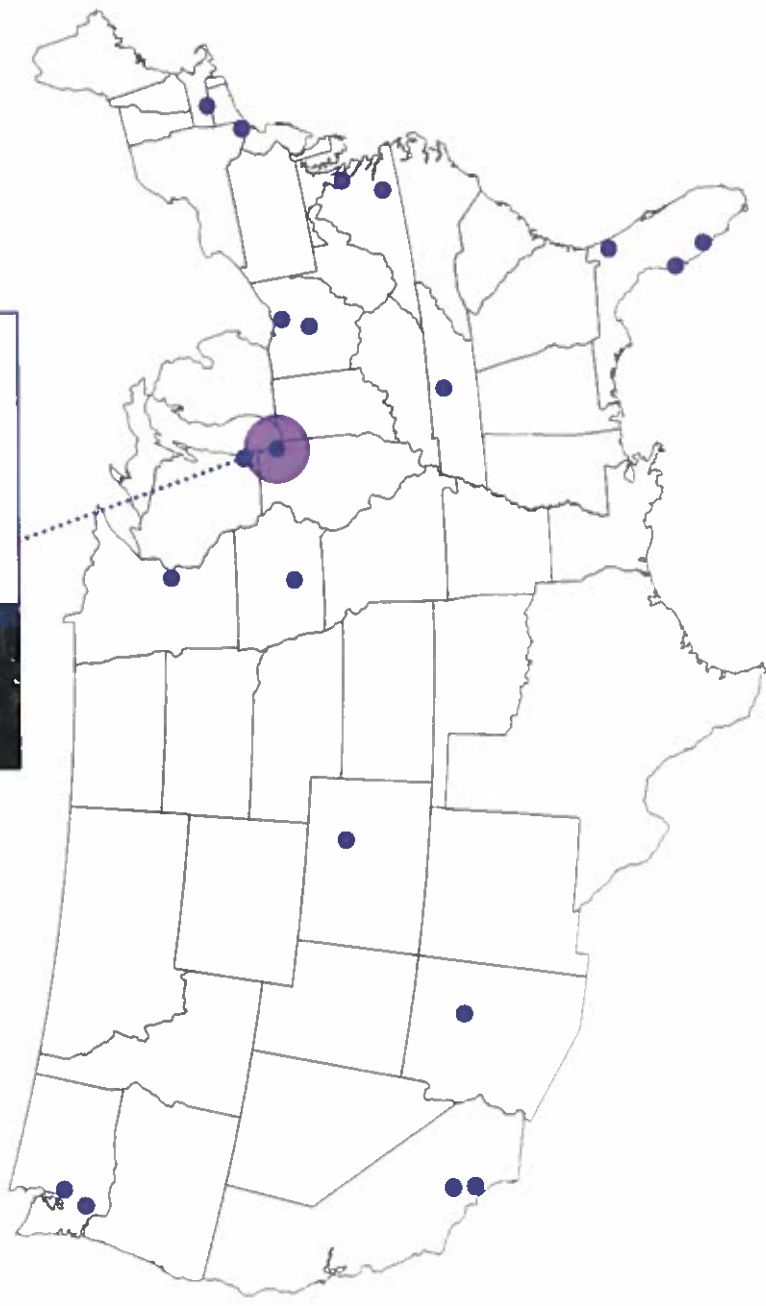
Noble Network of Charter Schools
Chicago, Illinois
2013 & 2015 Financings

OVERVIEW | FINANCING AMERICAN INFRASTRUCTURE SINCE 1913

HEADQUARTERED in Chicago with regional and branch offices throughout the U.S., Ziegler provides its clients with capital raising, strategic advisory services, fixed income sales & trading and research.



CHICAGO, IL
Headquarters
200 South Wacker Drive
Suite 2000
Chicago, IL 60606



74

2017 Bond financings for
501(c)(3) /Municipal
organizations

\$3,361,395,000

2017 Par Value

Our Mission

Advancing health, wealth & well-being through tailored financial solutions

Source: Number of financings and par amount through Thomson Reuters Financial Securities Data

THE ZIEGLER ADVANTAGE

FOCUSING ON THE SECTORS our communities and individuals rely on, sets Ziegler apart.

PROVEN PERFORMANCE

Since 1902, Ziegler has been delivering creative financial solutions to our clients nationwide. We strive to provide value through our extensive experience and knowledge in our specialty sectors.

EXPERIENCED PROFESSIONALS

Our professionals have completed a wide range of transaction structures, helped businesses and individual investors meet their investment goals and provided full-service account coverage to our institutional clients.

INSIGHT

Our work has resulted in the development of long-standing relationships with our clients. Our experience has been developed from the industry for the industry. These relationships and experience allow us to provide our clients with quality, insight and opportunities.

RELATIONSHIPS

We value relationships. At Ziegler, our primary goal is to build and maintain a strong and trusted relationship with each client based on the delivery of our services beyond the financing itself.

FLEXIBILITY

Each client is different. The approach must be dynamic to the situation and its unique circumstances. For every engagement, our approach is tailored to meet each client's needs.

BREADTH OF SERVICES

Ziegler offers a broad spectrum of financial services. Our breadth enables us to evaluate, identify and execute the strategic financial plan that is right for each of our clients.

LONG-STANDING RELATIONSHIPS | Major Investors of Charter School Bonds

Ziegler has long and deep relationships with investors who purchase the vast majority of charter school bonds. The firms listed below are a sampling of “active” buyers of Ziegler underwritings.



LORD ABBETT



WHAT ARE OUR CLIENTS SAYING ABOUT ZIEGLER?

Discovery Charter Preparatory School Sylmar, CA

\$6,850,000
School Facility Revenue Bonds
Series 2016A&B

"We were glad to work with Ziegler and RPM, and ultimately we hope that the short redemption right will prove very valuable to us as we look to grow our enrollment back to 350 students in the near future."

Sheryl Schubert
Chief Financial Officer

Explore Academy Albuquerque, NM

\$9,590,000
Educational Facility Revenue
Bonds
Series 2018A&B

"The Ziegler team was very dedicated to our needs. I was impressed by Ziegler's ability to negotiate strongly with investors and provide the best possible terms."

Justin Baiardo
Founder and Principal

Odyssey Preparatory Academy Buckeye, AZ

\$45,565,000
Education Facility Revenue and
Refunding Bonds
Series 2017

"I was so impressed with Ziegler's diligence and professionalism. We knew we had some challenges to address, and Ziegler worked hard to present our case to the financial markets. I am happy to be Ziegler's client and look forward to working with them in the future."

Megan Olson
Founder





ACD is the national leader in turn-key charter school facility development and financing. We help schools mitigate risk by providing all facility and financing needs in one place. Our mission is to provide permanent facilities that meets the schools' needs on day one.

Facility Financing

ACD provides its services, with no upfront cost, to meet the financial obligations required to deliver a fully-functional, customized charter facility to our school partners. Once completed, the facility is leased back to the school, and strategic buyout options are implemented to enable eventual ownership in that facility.

Land Acquisition

ACD has developed and established a streamlined approach to assist schools with land and building acquisition. The efficiency of the ACD approach involves intimately involving the school in all aspects of the process and utilizing our vast experience and sophisticated demographic tools to assist the school in making appropriate decisions. In addition to the initial site selection services, once a property has been selected, ACD places the site through a rigorous underwriting process to further ensure the property can be utilized for our clients' specific needs.

Construction

The design-build construction process is one of risk identification and mitigation, which occurs throughout the entire project. This process allows the contractor and design professionals to work side-by-side, with a budget in mind, to implement the most cost effective approach while allowing the project to move forward at an expedited pace. ACD employs this process in order to control costs and schedule. ACD utilizes local experts who are seasoned in navigating local jurisdictional issues.

Bridge Financing

Due to the unique nature of tax exempt bond financing and the need for a complete project to be presented prior to the bonds being issued, short term financing is often required. ACD has extensive experience assisting and providing schools with short term financing enabling the school the time to secure the more favorable long term bond financing while undergoing the construction and development process.

American Charter Development
Phone: 801.489.9535 Fax: 801.489.8493
www.amercd.com info@amercd.com



66 Schools
Nationwide

2.8M Square Feet
Built

27K Students
Served

405M Invested

Decades of
Experience

LETTER OF COMMITMENT AND MEMORANDUM OF UNDERSTANDING

This is a legal and binding contract. Before signing, read the entire document, including the general printed provisions and attachments. If you have any questions before signing, consult your attorney and/or accountant.

THIS LETTER OF COMMITMENT AND MEMORANDUM OF UNDERSTANDING ("Agreement") is agreed to as of the ___ day of _____, 2018, by and between American Charter Development, LLC, an Arizona limited liability company, whose address is 775 West 1200 North Springville, Utah 84663 (together with its successor or assigns, "ACD"), and American Indian Model Schools (AIMS), a _____ non-profit corporation.

Letter of Commitment and Memorandum of Understanding

ACD offers to American Indian Model Schools the following services and options:

Assist in site search and acquisition, due diligence, design completion, permitting, development, construction, to include support with the regulatory authorities and approvals on a mutually agreeable site by both parties to be provided by ACD, or Assigns, at a site located at a mutually agreeable site by both parties (the "Property"). AIMS hereby gives its approval to ACD of the Property and other services described herein.

By signing this Agreement, AIMS is executing an exclusive agreement for ACD to provide the AIMS facilities between AIMS and ACD, under the following general conditions:

- A. ACD to use commercially reasonable efforts to identify, perform due diligence for the purchase of the Property and to construct and/or renovate AIMS facilities (the "Facilities"), based on a reasonable mutually agreed upon time frame. The Property and the Facilities to be constructed are sometimes collectively referred herein as the "Project";
- B. ACD shall use commercially reasonable efforts, based on best professional judgment, to establish a Project budget, however, the Project budget cannot be finalized and mutually agreed upon until after the Project has been fully designed and permitted by appropriate jurisdictions. Once the Project has been fully designed and all permits necessary to move forward with the construction of the Project have been achieved, ACD and AIMS will provide a Mutually Agreed Upon Project Budget (the "Mutually Agreed Upon Project Budget"). ACD will work within the constraints of this budget to assist AIMS in the acquisition, design, construction/renovation of the Property and to provide the Facilities pursuant to the mutually agreed upon scope of work, subject to the budget, and timeframes. Notwithstanding anything herein, AIMS agrees that there are certain Project costs that are unknown. As such, ACD may recommend to adjust the Mutually Agreed Upon Project Budget should circumstances require. However, no Project or Budget adjustment can be done without a signed agreement between ACD and AIMS. Notwithstanding, AIMS recognizes and agrees that (i) ACD must complete the Project subject to governmental, or otherwise jurisdictional, reviews, comments,

requirements, and approvals, (ii) there may be concealed conditions not known by either party that may require additional work not contemplated in the scope of work, or (iii) there are unknown risks that might arise given the nature of the contemplated Project (i.e. ground up construction) (each such condition being an "Exigent Condition"). Should any Exigent Condition arise that might cause an increase in the Project budget, ACD shall notify AIMS of the modification and cost implications as soon as practicable under the applicable circumstances. ACD and AIMS shall first promptly (within the time constraints given at time of notice) work to reduce the scope of work so as to not increase the Mutually Agreed Upon Project Budget. If ACD and AIMS agree that the scope of work cannot be reduced, approval of any required modification are automatically given for the Exigent Condition, with or without written consent of AIMS. ACD agrees to inform AIMS of Project costs and potential cost overruns. AIMS agrees to work with ACD in its attempt to obtain any and all approvals for the financing and Facilities. Additionally, AIMS agrees to supply all requested information using all commercial best efforts if AIMS is in possession of requested information;

- C. ACD and AIMS recognize and agree that the Project must be completed subject to, but not limited to, governmental, or otherwise jurisdictional, reviews, comments, requirements, and approvals, which must be accomplished prior to establishing the Mutually Agreed Upon Project Budget described herein. Prior to the Mutually Agreed Upon Project Budget, AIMS may request that ACD finance, or otherwise fund the upfront Project costs until such time that AIMS has received a full forward commitment for financing on the Project, which would reimburse ACD for costs expended on the Project. In addition, AIMS hereby agrees to guaranty full repayment to ACD for any and all expenses ACD has in fulfillment of this Agreement. ACD agrees to account for and maintain a running total of the Initial Budget and agrees to supply said documentation to AIMS upon request.
- D. ACD shall implement a design build construction method to complete the project utilizing Morcor as the design-builder, who will work with AIMS, local engineers and contractors and will bid the project competitively to the trades.
- E. NIA acknowledges and agrees that ACD charges the following for its development services based on Total Development Costs for all phases (if applicable): expended resources for the accomplishment and oversight of site search and due diligence, entitlement work, design and engineering, development and construction, and Project management for a total developer fee of four percent (4%). Fees are based on Total Development Costs. Total Development Costs are defined as any all costs expended to fulfill the development and construction of the Project.
- F. In the event that (1) AIMS fails to execute a mutually agreeable Development Agreement based on the terms outlined herein, or fulfill its other obligations hereunder, or (2) AIMS elects not to move forward with the Project based upon its findings during any due diligence, AIMS, without waiving any of the other rights of ACD, hereby agrees to reimburse ACD within 30 calendar days for all mutually agreed reasonable costs expended to fulfill the terms of this Agreement and due diligence, including but not limited to: all salaries, developer fees, wages or contract amounts paid by ACD to employees, subcontractors, or contractors or any

other cost or expense expended by ACD to fulfill ACD's obligations under the terms of this Letter of Commitment;

- G. ACD will use commercially reasonable efforts to complete the construction of the Project and obtain a Certificate of Occupancy ("CO") within a mutually agreeable timeframe. Notwithstanding the foregoing, AIMS agrees to take occupancy and possession of the Property upon the CO being granted.
- H. AIMS hereby affirms its ability to enter into this Agreement with ACD, and agrees that it has full authority to enter into said Agreement.

Confidentiality

As permitted by law, AIMS and its representatives agree to keep confidential, and not use or disclose to any person or entity the information contained herein and any other information which may be acquired during the relationship with ACD contemplated herein, unless and until ACD, in its sole discretion, in writing, consents to disclosure, or unless such knowledge and information otherwise becomes generally available to the public through no fault or action of the AIMS, or its representatives. This undertaking to keep information confidential will survive the termination of the AIMS's relationship with ACD. Upon ACD's demand either during the terms of the relationship between AIMS and ACD contemplated herein, or anytime thereafter, AIMS, or its representatives, agree to return to ACD all information obtained or created during the term of AIMS's relationship with ACD and all copies of such information made by AIMS, or its representatives, including but not limited to, sets of as built plans, warranty information for systems and appliances installed in the facility and any other documents or drawings pertaining to maintenance and operation of the facility. Notwithstanding anything herein, the parties acknowledge that any public record is not protected under this confidentiality agreement.

AIMS acknowledges and agree that any breach of the provisions concerning the confidential information will result in irreparable harm to ACD and that ACD has the right to enforce this Commitment Letter and any of its provisions by injunction, specific performance and/or other equitable relief without prejudice to any other rights and remedies that ACD may have.

1. AIMS agrees that this Letter of Commitment and Memorandum of Understanding shall be governed by, construed, and enforced in accordance with the laws of the State of California.
2. The terms of this Letter of Commitment and Memorandum of Understanding may not be waived, modified, or in any way changed by implication, correspondence, or otherwise unless the waiver, modification, or change is made in the form of an amendment to this Letter of Commitment and Memorandum of Understanding in writing and agreed by both parties.
3. No indebtedness of any kind incurred or created by AIMS shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of shall involve or be secured by the faith, credit or taxing power of the State or its political subdivisions.



Please indicate your acceptance of the terms of this Letter of Commitment and Memorandum of understanding by signing in the space provided and returning the original to ACD.

This Letter of Commitment and Memorandum of Understanding shall become an exhibit to the Development Agreement upon mutual agreement of both parties, and shall be incorporated therein. The terms of the Development Agreement shall control in the event of any conflict between the terms of this Agreement and the Development Agreement, but any non-conflicting term outlined herein shall be incorporated in to the Development Agreement upon mutual agreement of both parties.

Sincerely,

American Charter Development

By: _____
Its: Manager Date

The foregoing Commitment Letter is accepted and the undersigned agrees to comply with its terms and conditions.

BY SIGNING BELOW, IT IS MY INTENTION TO BE BOUND BY THE TERMS OF THIS AGREEMENT. I UNDERSTAND THAT THIS IS A LEGALLY BINDING DOCUMENT. I UNDERSTAND THAT AMERICAN CHARTER DEVELOPMENT LLC. IS RELYING ON MY REPRESENTATIONS AND I UNDERSTAND AND INTEND TO BE BOUND TO ENTER A DEVELOPMENT AGREEMENT UPON THE PERFORMANCE OF AMERICAN CHARTER DEVELOPMENT, LLC.

American Indian Model Schools

By: _____ Its: _____
Superintendent Date

